



DECISION

Fair Work Act 2009
s.210—Enterprise agreement

James Cook University
(AG2020/2847)

JAMES COOK UNIVERSITY ENTERPRISE AGREEMENT 2016

Educational services

COMMISSIONER JOHNS

SYDNEY, 14 OCTOBER 2020

Application for variation of the James Cook University Enterprise Agreement 2016.

[1] On 22 September 2020 James Cook University (**JCU**) made an application for approval of a variation (**Variation**) to the *James Cook University Enterprise Agreement 2016* (**Agreement**). The application was made by James Cook University pursuant to section 210 of the *Fair Work Act 2009* (**FW Act**). The Variation arose of JCU's need to respond to the impact of COVID-19 on its operations.

[2] On 24 September 2020 the National Tertiary Education Union (**NTEU**) advised the Fair Work Commission (**Commission**) that it opposes the approval of the Variation. The United Workers Union (**UWU**) is also covered by the Agreement. It took no active role in the Variation proceedings.

[3] In coming to this decision I have had regard to the following:

- a) Form: F23 Application for approval of variation of an enterprise agreement;
- b) Form: F23A Employers declaration;
- c) Applicant: Letter to FWC dated 22 September 2020;
- d) Form: F23B Declaration of employee organisation (UWU);
- e) 5 Form: F23B Declaration of employee organisation (NTEU);
 - i. Attachment 1 Letter from NTEU to JCU dated 23 September 2020;
 - ii. Attachment 2 Letter from NTEU to JCU dated 25 September 2020;
- f) Applicant: Submissions dated 28 September;
 - i. Annexure B Undertakings dated 28 September 2020;
- g) Applicant: Submissions dated 29 September 2020;
 - i. Attachment 1 Tables 1 and 2 – span of hours for FT and PT staff and comparison of shift worker roster
 - ii. Annexure C Undertakings dated 29 September 2020
 - iii. Attachment 2 Letter from JCU to NTEU dated 24 September 2020
- h) Applicant: Submissions dated 29 September 2020 (re genuinely agreed issue);
- i) NTEU: Submissions filed on 29 September 2020;

- i. Attachment 1 schedule to James Cook University Enterprise Agreement 2016;
- ii. Attachment 2 Email from JCU Director HR to all staff dated 9 September 2020;
- iii. Attachment 3 schedule to James Cook University Enterprise Agreement 2016 –marked up version;
- iv. Attachment 4 Email from JCU Director HR to all staff dated 10 September 2020;
- j) Applicant: Submissions dated 6 October 2020 note – also includes all other subs, new subs pages 1-11;
- k) Applicant: Undertakings dated 6 October 2020;
- l) Applicant: Affidavit of Ms Belinda Pope dated 6 October 2020;
- m) NTEU: Submissions filed on 8 October 2020;
- n) Applicant: Further submissions filed on 8 October 2020; and
- o) Applicant: Second Affidavit of Ms Belinda Pope dated 7 October 2020.

(Filed Materials)

[4] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A. In its application JCU declared that the Variation, if approved, will affect parental leave (clause 38), annual leave (clause 32), personal and carer’s leave (clause 34), compassionate leave (clause 35), domestic and family violence leave (clause 36), long service leave (clause 37), notice of termination (clause 30) and redundancy pay (clause 43.6).¹ Substantively, the variations to the Agreement are contained in a schedule to the Agreement (**COVID-19 Schedule**). The COVID-19 Schedule is intended to operate from the effective date specified in this decision through until 30 June 2021.

[5] Further the Variation seeks to postpone salary increases contained in the Agreement. JCU lodged the application 8 days before the next scheduled salary increase due on 30 September 2020. JCU sort to have the Variation approved before that date. However, because there were a number of issues that JCU had to respond to and because the Variation was opposed by the NTEU it became necessary to program the matter for hearing. A hearing was listed for Friday, 9 October 2020. That listing was vacated when, on Thursday, 8 October 2020, the parties agreed that the matter could be decided on the papers.

[6] The vote approving the Variation occurred on 18 September 2020. Of the 3,1895 employees eligible to vote, 1,884 did so. Of those who voted 960 voted in favour of the Variation (i.e. 50.9%).

[7] The NTEU oppose the approval of the Variation because, it contends the Variation was not genuinely agreed by staff employed by JCU. The NTEU’s opposition centres around the interpretation of the Agreement if it is varied. In his Form 23B, Alexander Cousner, NTEU Industrial Officer, declared that:

“2. Throughout the staff ballot to affirm the Variation, University management including the Vice Chancellor, Professor Sandra Harding stated that the effect of the Variation was to defer the September 2020 pay increase to December 2021.

¹ In answer to question 2.7 in the Form F23A

3. Clause 10.1 of the variation states that it will vary clause 21.1(a) of the James Cook Enterprise Agreement 2016 in the terms provided for in 10.1(a)(i) to (vi).
4. Subclause (vi) states that clause 21.1(a) will provide for a 2% salary increase on 31 December 2021.
5. Cause 2.2 of the variation states as follows:

Unless varied expressly to occur on a later date the terms of this Schedule will cease to operate on 30 June 2021
6. Clause 10.1 is a term of the variation schedule.
7. NTEU submits that the operation of the variation as drafted and put to staff to vote cannot provide for a pay increase on 31 December 2021 because clause 2.2 will have brought the operation of clause 10.1 to end before that time.
8. For this reason there is no entitlement for staff to receive a pay increase in December 2021.
9. The effect of the Variation proposed by the Applicant was misrepresented through the ballot of staff.
10. This misrepresentation means that the employees cannot be said to have genuinely agreed to the Variation.
11. For these reasons, NTEU submits that the Variation cannot be approved.”

[8] Essentially the concern of the NTEU is that the pay rise deferred from 30 September 2020 to 31 December 2021 will be unenforceable if the Agreement is varied (the **Construction Point**). The NTEU’s concerns were raised by it with JCU in correspondence dated 23 and 25 September 2020. On both occasions the NTEU invited JCU to withdraw its application for approval of the Variation.

[9] JCU disagrees with the NTEU’s interpretation of the Agreement if it is varied. It relies upon clause 2.2 of the COVID-19 Schedule which provides that,

“Unless varied expressly to occur on a later date the terms of this Schedule will cease to operate on 30 June 2021.”

[10] Before the Commission JCU was invited to address the Construction Point. The Commission also raised a number of concerns with JCU about various matters including the cohort of voters² selected by JCU who were invited to vote on the Variation. The JCU responded in correspondence on 28 and 29 September 2020. It also proffered undertakings to the Commission through the Deputy Vice Chancellor (Division of Services and Resources), Patricia Brand.

² *National Tertiary Education Industry Union v Swinburne University of Technology* [2015] FCAFC 98

[11] At the mention/directions hearing on 30 September 2020 I invited JCU to consider whether an undertaking might cure the Construction Point (without JCU conceding that it was necessary to do so). At the conclusion of the mention/directions hearing:

- a) JCU was directed to file in the Commission and serve on the Unions any additional evidence, and final submissions in support of the variation by 5 pm on Tuesday, 6 October 2020.
- b) the Unions were directed to serve on JCU any additional evidence, and final.

[12] The parties complied with the directions issued on 30 September 2020. On 6 October 2020, amongst other undertakings, JCU proffered the following undertaking:

“5. Clause 2.2 of the COVID-19 Schedule will not result in the following clauses of the COVID-19 Schedule ceasing to operate on 30 June 2021, and the following clauses will continue to operate after that time as stated in those clauses:

...

- (d) Clause 10 (Salary Increases); and

...

6. The salary increase deferred to 31 December 2021 will be provided on that date in accordance with Clause 10 of the COVID-19 Schedule.”

(6 October Undertaking)

Voting cohort

[13] Ms Belinda Pope, JCU’s Manager Industrial Relations and Policy, Division of Services and Resources gave uncontested evidence about the voting cohort. I have considered that evidence. Consequently, I am satisfied that, having regard to how the vote was conducted and the roll of votes was compiled (especially in relation to casual employees), the Variation was approved by a majority of affected employees who cast a valid vote as required by section 209(1) of the FW Act.

Genuine agreement

[14] On 9 September 2020, Geoff Rogers, JCU’s Director of Human Resources wrote to all staff about the Variation. He wrote,

“To recap, a very simple variation is being proposed, reflecting the following key points:

- Staff to defer one pay increase of 2% 30 September 2020 to 31 December 2021;
- Staff to take additional leave at Christmas (4 days in 2020/21 between 21 December 2020 and 8 January 2021 and 5 days in 2021/22 between 20 December 2021 and 7 January 2022) and;
- Voluntary flexibilities around purchasing leave and fractional employment.

It is important to remember that this proposed variation does not impact the wage increase on 30 June 2021.

Additional job protection measures would accompany these variations and will operate during the variation:

- No stand down of staff for an agreed period associated with the variation;
- No forced redundancies for an agreed period associated with the variation (save existing change proposals in place);
- The Joint Consultative Committee will monitor the implementation of the variation;
- Agree to take into account the impact of COVID-19 on the working environment and
- personal lives of all staff when undertaking any performance evaluation;
- Continue fixed term and casual appointments where work is ongoing and funded and;
- Continue executive scrutiny of recruitment and selection.”

[15] There was nothing misleading in the above statement. It was clear what the intention of the Variation was to be. The memorandum contained a link to the then proposed variation. No evidence was led by the NTEU from any person who voted on the Agreement to the effect that they were misled. The NTEU’s opposition is centred around the Construction Point. It does not seem that the drafting concern was raised by the NTEU with JCU prior to the vote.

[16] I have some sympathy with the NTEU’s interpretation of the Agreement if the Variation is approved. However, there is simply no evidence that JCU intended to mislead employees voting on the Agreement. All the evidence points to a clear intention by JCU to defer the 30 September 2020 pay rise to December 2021. To the extent that the COVID-19 Schedule, on one construction, does not deliver an enforceable pay rise in December 2021 it is more a matter of inelegant drafting rather than any sinister slight of hand by JCU.

[17] However, I do not need to decide the Construction Point. Even if the NTEU is correct that the Variation creates an unenforceable pay rise in December 2021, the 6 October Undertaking cures any such defect in the drafting. The 6 October Undertaking makes certain the intention conveyed by Mr Rogers’ memorandum on 9 September 2020 and for which a majority of employees voted. For these reasons I am satisfied that 6 October 2020 Undertaking does not result in a substantial change to the Variation. Nor does it cause any financial detriment to employees.

[18] I am further satisfied that the Variation was genuinely agreed to. There is no evidence that employees believed anything other than that the September 2020 pay rise was to be paid in December 2021. That was the intention. That is what a majority of employees voted for. That is what the Variation in combination with the 6 October 2020 Undertaking delivers. The Expert Assessment Panel issue as it relates to genuine agreement is also without merit.

[19] As explained above the Applicant has provided written undertakings. In addition to addressing the Construction Point the undertakings address concerns about NES precedence, the definition of “shiftworker”, rates of pay for particular categories of employees and a review mechanism for payments to Professional & Technical casual staff. A copy of the undertakings is attached in Annexure B. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[20] For the reasons set out above, and subject to the undertakings referred to above, having considered all of the Filed Materials, I am satisfied that each of the requirements of ss.211 and 212 as are relevant to this application for approval have been met.

[21] The variation is approved and the consolidated version of the Agreement, as varied, is [attached](#) to this decision.

[22] In accordance with s.216 of the Act, the variation operates from 14 October 2020.



COMMISSIONER

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JAMES COOK
UNIVERSITY
AUSTRALIA

Celebrating
50
YEARS
1970 - 2020

6 October 2020

By email
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IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2020/2847

Applicant: James Cook University

Section 210 – Application for approval of a variation of an enterprise agreement

I refer to the above application for approval of variation of the *James Cook University Enterprise Agreement 2016 (Agreement)*.

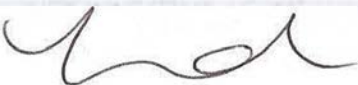
I Patricia Brand, Deputy Vice Chancellor Division of Services and Resources have the authority given to me by James Cook University (**University**) to give the following undertakings with respect to the Agreement:

1. The Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is inconsistency between the Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.
2. For the purpose of the NES, a shiftworker is defined as a 7 day shiftworker within the meaning of the *Higher Education Industry - General Staff - Award 2020*, being a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays in an institution in which shifts are continuously rostered 24 hours a day 7 days a week.
3. Staff who are:
 - (a) employed "on an annualised hours basis" or "Research Contingent Staff" within the meaning of clause 11 of the Agreement; or
 - (b) employed in the category of "apprenticeship, cadetship or traineeship" in clause 14.1(a)(xi) of the Agreement,will be paid the applicable rate of pay for their role as stated in the Agreement.
4. The University undertakes as follows in relation to casual Professional & Technical staff:
 - (a) The University will review the amounts payable under the Agreement from the date of effect of the variation to the Agreement to each employee employed as a Casual Employee under clause 13.1(c) of the Agreement and covered by the *Higher Education Industry - General Staff - Award 2020 (General Staff Award)* to ensure that each Casual Employee receives payments that are greater than what they would have received if the General Staff Award applied to them.
 - (b) The review will be conducted at the end of each four (4) week period or at the time of termination of the Casual Employee's employment if the Casual Employee's employment ends at an earlier time (**Review Period**).

- (c) If the total amount payable under the Agreement to the Casual Employee in respect of the Review Period is less than two (2%) greater than the amount that would be payable to them if the General Staff Award applied, the University will make a top-up payment to the Casual Employee in the next payrun.
 - (d) Any top-up payment will result in the total payment to the Employee in respect of the Review Period being two (2%) greater than the amount they would have received if the General Staff Award had applied to them.
 - (e) For the purposes of the review, the applicable version of the General Staff Award, including rates of pay, is the General Staff Award as at the date the application for approval of the variation was made (22 September 2020).
5. Clause 2.2 of the COVID-19 Schedule will not result in the following clauses of the COVID-19 Schedule ceasing to operate on 30 June 2021, and the following clauses will continue to operate after that time as stated in those clauses:
- (a) Clause 2.5;
 - (b) Clause 6 (*Staff performance evaluation*);
 - (c) Clause 9 (*Fractional Employment*);
 - (d) Clause 10 (*Salary Increases*); and
 - (e) Clause 11 (*Christmas and New Year leave*).
6. The salary increase deferred to 31 December 2021 will be provided on that date in accordance with Clause 10 of the COVID-19 Schedule.

These undertakings are provided on the basis of the issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Yours sincerely



Patricia Brand
Deputy Vice Chancellor
Division of Services & Resources

Signed on: 6 October 2020

SCHEDULE TO James Cook University Enterprise Agreement 2016
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 Unless varied expressly to occur on a later date the terms of this Schedule will cease to operate on 30 June 2021.
- 2.3 The Joint Consultative Committee (JCC) will consult and act as a forum for discussion on various workplace relations issues relating to this Schedule, including the implementation 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.
- 2.5 Upon the expiry of this Schedule 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 30 June 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. Appointments**
- 4.1 All appointment will continue to be scrutinised by the Resource Management Committee whilst this Schedule is in effect.
- 4.2 Each new appointment and/or reappointment must be approved by the Vice-Chancellor and President whilst this Schedule is in effect.
- 5. Extensions of Employment**
- 5.1 The University affirms its commitment to continue Fixed Term Employment for Fixed Term Staff (excluding Senior Staff) where: (i) their current contract ends; and (ii) the work they perform continues; and (iii) funding for the work continues.
- 5.2 The University affirms its commitment to continue Casual Employment where: (ii) the work they perform continues; and (iii) funding for the work continues

PART 3: SPECIAL COVID-19 ENTITLEMENTS**6. Staff performance evaluation**

- 6.1 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.

7. Probationary staff members

- 7.1 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.

8. Purchase Leave

- 8.1 Continuing Staff Members whose annual leave balance is less than 40 days (pro rata for Part-Time Staff) and long service leave balance is less than 13 weeks (pro rata for Part-Time Staff) can apply to purchase up to 2 weeks additional leave (pro rata for Part-Time Staff). Fixed Term Staff Members with at least 2 years remaining on their employment contract and whose annual leave balance is less than 40 days (pro rata for Part-Time Staff) and long service leave balance is less than 13 weeks (pro rata for Part-Time Staff) can apply to purchase up to 2 weeks additional leave (pro rata for Part-Time Staff).

9. Fractional Employment

- 9.1 Full-Time Staff Members will have the option to vary their employment fraction to a 0.9FTE for a period of 12 months from the date of operation. At the end of the 12 month period the Staff Member's employment fraction will automatically revert to 1FTE. The University will pay employer superannuation contributions, and submit salary and time fraction data to the employee's superannuation fund (where required), as if this the employee remained at a 1FTE. Any change to employment fraction under this Schedule will not be considered as the Staff Member having a mix of Full-time and Part-Time work and will not impact any applicable redundancy payments.

PART 4: TEMPORARY CHANGES TO PAY**10. Salary Increases**

- 10.1 Clause 21.1(a) of the Agreement is varied as follows:

Salary Increases

- (a) This Agreement provides for increases in salary rates as follows:

- (i) 1.5% on 30 September 2017;
- (ii) 1.5% on 30 September 2018;
- (iii) 1.6% on 30 September 2019;
- (iv) 0% on 30 September 2020;
- (v) 2% on 30 June 2021; and
- (vi) 2% on 31 December 2021.

- 10.2 The allowances indexed in accordance with the salary increases contained in Schedule Two of the Agreement will be indexed as per Clause 10.1 of this Schedule above.
- 10.3 Schedule One (Parts 1, 2 and 3) of the Agreement are varied to:
- (a) delete the columns currently titled '30/9/2020'.
 - (b) add columns titled '31/12/2021'.

PART 5: DIRECTIONS TO TAKE LEAVE

11. Christmas and New Year leave

- 11.1 Staff Members will be required to take an additional 4 days leave in 2020 and an additional 5 days leave in 2021. This leave is in addition to take any leave over the Christmas/New Year period as prescribed in Clause 33 of the James Cook University Enterprise Agreement 2016 This leave must be taken in the period:
- (a) from 21 December 2020 to 8 January 2021; and
 - (b) from 20 December 2021 to 7 January 2022.
- 11.2 Despite the operation of Part C (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.
- 11.3 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.

PART 6: TERMINATION OF EMPLOYMENT

12. Redundancy

- 12.1 There will be no forced redundancies that take effect before 1 July 2021 excluding any redundancies that may occur as a result of change processes that had already commenced prior to the operation of this Schedule. The excluded change processes relate to: the Disciplines of Psychology and the Discipline of Sports and Exercise Science in Cairns, foreshadowed in the 2018 Academy Change Process, and administrative support for the offices of the Provost and Research Infrastructure which the JCC was notified of on 5 March 2020.
- 12.2 There will be no restriction on Staff Members accepting voluntary redundancies under this schedule.
- 12.3 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.

PART 8: INTERPRETATION

13. Interpretation

- 13.1 Headings are to be used as a guide to interpretation.
- 13.2 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.

13.3 Reference to the singular is a reference to the plural and vice versa.

14. Definitions

14.1 The following definitions apply to terms contained in this Schedule.

14.1.1 **Agreement:** the *James Cook University Enterprise Agreement 2016*;

14.1.2 **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;

14.1.3 **FW Act:** the *Fair Work Act 2009* (Cth);

14.1.4 **NES:** is Part 2-2 of the FW Act;

14.1.5 **the University:** James Cook University;

14.1.6 **this Schedule:** this document, which has effect following approval by the Fair Work Commission;

14.1.7 **voluntary redundancy:** where staff volunteer for redundancy.

University

Signed for and on behalf of James Cook University by its authorised signatory in the presence of:

[Handwritten signature]

Signature of witness

Susan Case

Full name of witness



Directorate Support officer

Title of witness

[Handwritten signature]

Signature of University's representative

PATRICIA BRAND

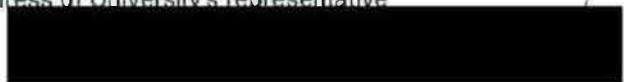
Full name of University's representative

DEPUTY VICE CHANCELLOR (SERVICES & RESOURCES)

Position of University's representative



Address of University's representative



Staff Member, being an employee who will be bound the agreement as varied

Signed by Nigel Foxwell
in the presence of:

Nigel Foxwell

Signature of witness

KIRSTY ANN FOXWELL

Full name of witness

[REDACTED]
Address of witness

Nigel Foxwell

Signature

Nigel F. Foxwell

Full name

Head - EASZ ITS

Position

[REDACTED]
Address



JAMES COOK UNIVERSITY

**ENTERPRISE
AGREEMENT**

2016

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Enterprise Agreement

Part A - About this Agreement

1. Title

This Agreement will be known as the James Cook University Enterprise Agreement 2016.

2. Coverage

- (a) This Agreement will cover:
 - (i) James Cook University (**the University**); and
 - (ii) All Staff Members.
 - (b) Staff defined as the Senior Staff should refer to Schedule 3.
 - (c) This Agreement does not cover any Staff covered by the James Cook University Catering Staff Agreement as varied from time to time.
 - (d) This Agreement has been negotiated between:
 - (i) James Cook University; and
 - (ii) National Tertiary Education Union; and
 - (iii) United Voice; and
 - (iv) Australian Municipal, Administration, Clerical and Services Union (Queensland Together Branch); and
 - (v) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia; and
 - (vi) Individual Bargaining Representatives.
-

3. Nominal Expiry Date

- (a) This Agreement will come into operation and take effect 7 days after the date it is approved by the Fair Work Commission and will expire on 30 June 2021.
 - (b) Upon the expiry date, this Agreement will continue until it is replaced by a new Agreement or terminated in accordance with the Fair Work Act.
 - (c) The parties agree to commence discussions for a replacement agreement within 3 months after the nominal expiry of this Agreement.
-

4. Operation of the Agreement

- (a) This Agreement constitutes a comprehensive and closed agreement and operates to the exclusion of and wholly replaces any existing enterprise

agreements, awards or future awards which may otherwise, but for this clause, apply to those Staff whose employment falls within the scope of this Agreement.

- (b) All other policies, procedures and guidelines which support the operation of this Agreement or provide Staff benefits, conditions of employment or entitlements are not incorporated into nor form part of this Agreement and may be made or varied from time to time, following consultation with the Joint Consultative Committee (JCC).
- (c) If there is any inconsistency between guidelines or policies and the express terms of this Agreement, the express terms of this Agreement will apply.

5. No Extra Claims

From the commencement of this Agreement, the University and its Staff covered by this Agreement shall not pursue further claims for terms and conditions of employment that would have effect of changing the terms and conditions during the period of operation of this Agreement.

6. Definitions

Academic Staff means a Staff Member engaged to undertake paid teaching, research and related duties as envisaged in the Position Classification Standards for Academic Staff in Schedule 5. Academic Staff includes Casual Academic Staff engaged to undertake duties set out in Schedule 1.

Agreement means the James Cook University Enterprise Agreement 2016.

Australian Aboriginal and/or Torres Strait Islander Person means a person of Australian Aboriginal and/or Torres Strait Islander descent who identifies as an Australian Aboriginal and/or Torres Strait Islander person and who is accepted as such by their Australian Aboriginal and/or Torres Strait Islander community.

Clinical Loading is payable to Academic Staff who are required by the University to be clinically active and are qualified medical, dental and veterinary practitioners as required by the appropriate jurisdiction in Australia or Queensland.

Consultation means the conferring (including the provision of relevant and appropriate information), between the University, Staff and the unions that negotiated this Agreement, in such a way that the participants would have the opportunity to contribute to and influence the decision making process. Consultation does not mean having to reach agreement.

Disciplinary Action means action by the University to discipline a Staff Member in matters of Misconduct or Serious Misconduct and may include:

- (a) formal censure;
- (b) demotion by one or more classification levels or increments;
- (c) withholding of an increment increase;
- (d) suspension with or without pay;
- (e) termination of employment.

Termination of employment can only be used in the event of proven Serious Misconduct.

Fair Work Act means the *Fair Work Act 2009* (Cth) as amended from time to time.

Family includes: a partner (including a former partner, a de facto partner, a former defacto partner of same or opposite sex) of the Staff Member; and a child (including an adult child, an adopted child, a foster child and a step child), a parent, grandparent, grandchild or sibling of the Staff Member or spouse of the Staff Member, and any other person or relationship agreed by the University as being a family member.

Joint Consultative Committee is comprised of:

- (a) 4 Staff Members of the University elected by and from all Staff of the University covered by this Agreement;
- (b) 6 nominees of the unions who negotiated this Agreement and
- (c) management representatives as nominated by the University.

Locality Allowance means an allowance which is payable for the increased cost of living, climatic conditions and isolation in respect of specified locations in North Queensland.

Misconduct is conduct which is not Serious Misconduct but is nonetheless conduct which is improper or inconsistent with the Staff Member's duties or responsibilities. Misconduct may give rise to Disciplinary Action, but will not result in the termination of the employment of the Staff Member.

NES means the National Employment Standards located in Chapter 2 of the Fair Work Act.

Ordinary Rate of Pay means the rate payable to the Staff Member for their ordinary hours of work, but does not include incentive-based payments and bonuses, loadings, monetary allowances, overtime and penalty rates, or any other separately identifiable amounts.

Professional and Technical Staff means a Staff Member engaged to undertake paid administrative, professional, technical or service activities as envisaged in the Position Classification Descriptors.

Research Support Staff means a Staff Member engaged to undertake professional or technical activities that support the dedicated research activities of the University and are envisaged in the Research Staff Classification Descriptors in Schedule 4.

Senior Staff means an Academic Staff Member employed as a head of a Work Unit or a more senior position, or a Professional and Technical Staff Member employed at HEW level 10C or above.

Serious Misconduct is:

- (a) Serious misconduct as defined by the Fair Work Regulations 2009 (Cth) as amended from time to time; or
- (b) Any serious breach of the James Cook University Code of Conduct; or
- (c) Corrupt Conduct as defined by the Crime and Corruption Act 2001 (Qld), as amended from time to time.

Shift Worker means a Staff Member who is required to undertake shift work in accordance with a shift roster, but does not preclude Staff Members, working pursuant to such a shift roster, from being permitted to work the same shift from week to week without rotation.

Staff or Staff Member/s means the employees covered by this Agreement.

Supervisor means the person who immediately directs and oversees the work of a Staff Member or their work.

University means James Cook University, the employer of the Staff covered by this Agreement.

Workplace Bullying means repeated and unreasonable behaviour directed towards a worker or a group of workers that creates a risk to health and safety. The University will take all reasonable steps to provide a workplace that is free of Workplace Bullying and harassment.

Work Unit means Division, College, Institute, Centre, Directorate or any successor structure as determined by the University.

7. Employment of Australian Aboriginal and/or Torres Strait Islander Peoples

The University remains committed to increasing the number of Australian Aboriginal and/or Torres Strait Islander Staff in both Professional and Technical and Academic roles proportionately across all areas of the University as part of its commitment to Australian Indigenous people and to enhance workforce diversity.

7.1 Target

In order to achieve this goal, the University will set a key performance indicator of 3% of Staff (excluding casuals) or at least 53 FTE will be Australian Aboriginal and/or Torres Strait Islander peoples by the nominal expiry of this Agreement.

7.2 Identified Australian Aboriginal and/or Torres Strait Islander positions

When being an Australian Aboriginal and/or Torres Strait Islander is a genuine requirement of a position, the position should be filled by a suitably qualified Australian Aboriginal and/or Torres Strait Islander person who meets the selection criteria for the position.

Where an Australian Aboriginal and/or Torres Strait Islander is not immediately available to fill a designated position, the position may be filled on a fixed-term basis. Appointments may be for a maximum of:

- 5 years for Academic Staff and Professional and Technical Staff HEWL 7 and above; and
- 2 years for Professional and Technical Staff HEWL 1-6,

until an Australian Aboriginal and/or Torres Strait Islander person can be recruited or transferred to the position.

Where suitably qualified panel members are available selection committees for designated Australian Aboriginal and/or Torres Strait Islander positions will include at least 50% Australian Aboriginal and/or Torres Strait Islander members.

In order to ensure the long term effectiveness of the work unit, the majority of staff in the Indigenous Education & Research Centre will be Australian Aboriginal and/or Torres Strait Islander people.

8. Joint Consultative Committee

- (a) The University will maintain the Joint Consultative Committee (JCC) chaired by a representative of the Vice-Chancellor, and comprising representatives of:

- (i) Staff;
 - (ii) The unions that negotiated this Agreement; and
 - (iii) Management.
- (b) The JCC will have responsibility for monitoring the implementation of this Agreement with respect to Staff covered by this Agreement.
- (c) The JCC will maintain agreed Terms of Reference. Any changes to the Terms of Reference will be agreed by the members of the JCC.
- (d) The University will recognise the duties of JCC representatives as part of their workload and provide Staff representatives with reasonable facilities to undertake their consultative and representative duties.
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9. Staff Support and Representation

- (a) The University recognises that Staff may be assisted, accompanied and supported by a representative that may be:
- (i) A Staff Member; or
 - (ii) A delegate or Staff Member of a union that negotiated this Agreement; and
 - (iii) Not a practicing solicitor or barrister.
- (b) Staff will inform their Supervisor and/or relevant level of management that they will be represented prior to any discussions.
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10. Intellectual Freedom

- (a) The University is committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University and in accordance with the University's Code of Conduct.
- (b) Intellectual freedom includes the rights of Staff to:
- (i) Pursue critical and open inquiry;
 - (ii) Participate in public debate and express opinions about issues and ideas related to the Staff Members respective fields of competence;
 - (iii) Express opinions about the operations of the University and higher education policy more generally;
 - (iv) Be eligible to participate in established decision making structures and processes within the University, subject to established selection procedures and criteria;
 - (v) Participate in professional and representative bodies, including unions and other representative bodies.
- (c) All Staff have the right to express unpopular or controversial views. However, this comes with a responsibility to respect the rights of others and they do not have the right to harass, vilify, bully or intimidate those who disagree with their views. These rights are linked to the responsibilities of Staff to support the
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University as a place of independent learning and thought where ideas may be put forward and opinion expressed freely.

- (d) The University acknowledges the rights of Staff to express disagreement with University decisions and/or with the processes used to make those decisions. However, Staff should seek to raise their concerns through applicable processes and give reasonable opportunity for such processes to be followed.
- (e) Staff, as leaders and role models to students and the wider community, must adhere to the highest standards of propriety and truthfulness in scholarship, research and professional practice.
- (f) Staff Members commenting publicly in a professional or expert capacity may identify themselves using their University appointment or qualifications, but must not represent their opinions as those of the University. The University expects that Staff will maintain professional standards when they intentionally associate themselves with its name in public statements and/or forums.
- (g) Staff who contribute to public debate as individuals and not in a professional or expert capacity, must not intentionally identify themselves in association with their University appointment.

11. Transitional Arrangements

Any matter involving a Staff Member's conduct or performance or a dispute that commenced under the James Cook University Enterprise Agreement 2013-2016 or a prior agreement and has not been finalised at the time this Agreement commences, will continue to be managed in accordance with:

- (a) Clause 42 – Managing Underperformance;
- (b) Clause 51 – Change Management and Consultation;
- (c) Clause 52 – Redeployment and Redundancy;
- (d) Clause 54 – Misconduct/Serious Misconduct; or
- (e) Clause 56 – Resolution of Agreement Disputes.

of the James Cook University Enterprise Agreement 2013-2016, or equivalent clauses in a prior agreement until the matter is finalised.

Staff Members who were employed under the James Cook University Enterprise Agreement 2013-2016 on an annualised hours basis, pursuant to clauses 18.2.3, 18.3.1.6 - 18.3.1.8 will continue to be employed on this basis.

Staff Members, who were employed under the James Cook University Enterprise Agreement 2013-2016 as Research Contingent Staff, pursuant to clause 18.1.4 and Schedule 9, will continue to be employed on this basis subject to the terms of Schedule 8 of this Agreement.

12. Internal Advertisement Requirements - Professional and Technical Staff

- (a) All continuing positions and fixed-term positions greater than 12 months, at HEWL 2-5 will normally be internally advertised on Jobs@JCU for a period of at least 7 days. Where a position is a possible redeployment opportunity this clause may not apply until the redeployment process is complete.

- (b) Where it is demonstrable that a particular specialist skill set is required, external advertising may occur simultaneously with internal advertising.
- (c) Assessment and selection of internal applicants will be merit-based and in accordance with the University's Recruitment, Selection and Appointment Policy.
- (d) Where no internal applicants are received within 7 calendar days the University may proceed with external advertising.

Part B – Employment Arrangements

13. Types and Modes of Employment

13.1 Employment Types

- (a) **Continuing Employment** means employment made for an indefinite period and may contain a reasonable probationary period. Continuing employment may be on a Full-Time or Part-Time basis.
- (b) **Fixed term employment** means employment for a specified term. The contract of employment will specify the start and finish date of employment or instead of a finish date, will specify the circumstances relating to a specific task or project by which the term of employment may expire. Clause 43, *Redeployment and Redundancy* does not apply to Staff employed on a fixed-term contract of employment.
- (c) **Casual employment** means a person who is engaged by the hour and paid on an hourly basis with no commitment to the duration of the employment or the day or days (or hours) of work. Casual Staff will be paid a loading of 25% in lieu of benefits for which the casual Staff are not eligible. Clause 30, *Notice Period* and Clause 43, *Redeployment and Redundancy* do not apply to casual Staff Members. Schedule 1, Part 3 applies to Casual Staff.

13.2 Modes of Employment

- (a) **Full-Time employment** means hours of work that are not less than the normal weekly ordinary hours of 36.25 hours per week for all Staff.
- (b) **Part-Time employment** means hours of work that are less than a Full-Time Staff Member, for whom entitlements are paid on a pro-rata basis to the hours worked.

13.3 Requirement to State Terms of Engagement

Upon engagement, the University shall provide to the Staff Member an instrument of appointment which stipulates the employment type including the category for fixed term Staff, the mode of employment including hours of work, the length of the probationary period, the relevant level and pay rate, the primary place of employment, the name of the work unit and the title of their supervisor.

The University shall provide to the Staff Member information, through the HR induction webpages, about membership of the unions who were involved in the negotiation of this Agreement as described in Clause 2(d) above.

14. Fixed Term Employment

14.1 Categories of Fixed Term Employment

- (a) The use of "Fixed-Term" appointments will be limited to Senior Staff appointed in accordance with Schedule 3 and Staff engaged in work that falls within the description of one or more of the following reasons:
 - (i) **Specified task or project** refers to a definable task that has a start date and an anticipated finish date.
 - (ii) **Research appointments** mean work activity by Staff engaged in research only functions for a period not exceeding 5 years.

- (iii) **Externally Funded position** shall mean a period of employment provided for from identifiable external funding, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- (iv) **Replacement Staff** means a Staff Member that is replacing another Staff Member for a definable period including but not limited to:
 - A. Authorised leave;
 - B. Secondment;
 - C. Higher duties; or
 - D. A position where recruitment process is occurring.
- (v) **Transition to retirement** refers to a fixed-term contract of employment that is entered into pre-retirement for a period of up to 5 years. Transition to retirement arrangements may include utilisation of accrued leave to maintain Full-Time status while working Part-Time hours without reduction in superannuation benefits.
- (vi) **Recent professional practice appointment** can be used when the curriculum requires that work is undertaken by a person who has recent practical or commercial experience meaning in the previous 2 years, or the previous 5 years where the University is not the primary place of employment.
- (vii) **Student employment** where an enrolled student may be appointed to a fixed-term position to undertake work:
 - A. within the student's academic unit; or
 - B. within an associated research unit; or
 - C. that is related to a degree course that the student is undertaking; or
 - D. that involves the promotion of the University,
 - E. provided that:
 - 1) such fixed term appointment shall 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, but includes any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
 - 2) that an offer of fixed term appointment under this paragraph shall not be made on the condition that the person offered the appointment continues their study.
- (viii) **Unanticipated Increase in Enrolments** refers to a fixed period of not less than 6 months and no more than 3 years from the date of the unanticipated increase in enrolments.

- (ix) **Unanticipated Decrease in Enrolments** may be used to replace a continuing Staff Member who leaves the University where there is an unanticipated decrease in enrolments and refers to a fixed period of not less than 6 months and no more than 3 years from the date of the decrease in enrolments.
- (x) **2020 Cohort Appointments** may be used to replace a continuing Staff Member who leaves the University in work areas that are expected to be affected by the reduced cohort in 2020. Such an appointment may be made for a period of up to 3 years from 1 January 2019 and would normally end no later than 31 December 2021.
- (xi) **Apprenticeship, cadetship or traineeship** refers to employment by the University pursuant to an apprenticeship or traineeship approved by the relevant Commonwealth or State training authority, and also includes cadetships which may be approved through schemes or initiatives promoted under Commonwealth or State policy and/or legislation.
- (xii) **Teaching Scholars** refers to appointments to Teaching Specialist and/or Teaching and Research work profiles that would otherwise have been undertaken by casual Staff. The effect of this sub-clause will not be to replace continuing positions with fixed term positions. Teaching Scholars will have taught on a casual basis for at least 2 consecutive semesters and refers to a fixed period of not less than 12 months and no more than 3 years.
- (xiii) **Organisational Change**
 A fixed-term contract may be offered for up to 2 years where:
 - A. A new organisational area proposed to be established about which there is operational uncertainty as to whether it will continue, or
 - B. An organisational work area has been the subject of a decision by the University to discontinue that work within a specified timeframe, or
 - C. The process for Organisational Change has been initiated and there may be the requirement to temporarily fill vacancies until the change is implemented.

14.2 Extension of a fixed-term contract of employment

Where the University proposes to extend a fixed term position to undertake the same or similar duties, the Staff Member will be offered that further fixed term contract providing:

- (a) the duties of the position continue as they were at the date of expiry of the fixed-term contract; and
- (b) the Staff Member was initially appointed through a merit based selection process; and
- (c) the performance of the Staff Member has not been assessed as unsatisfactory.

14.3 Notice upon expiry of a fixed term appointment

- (a) the University will provide 4 weeks written notice prior to the end of a fixed term contract.
- (b) If a Staff Member is over 45 years old, and has completed at least two years of continuous service at the time of giving notice, the Staff Member shall be entitled to an additional one week's notice.

14.4 Appointment Length for Research-only or Externally Funded Staff

Where the University has received in full the monies linked to a research grant or like revenue source/s supporting research-only Staff appointments or other externally funded positions, the University will make appointments for the duration of the grant or like revenue source/s.

14.5 Redeployment and Termination Arrangements - Introduction of Significant Change

- (a) Where the University proposes to introduce a significant change that will have a significant effect on the Staff Member, they will be consulted about such change in accordance with Clause 42, Change Management and Consultation. Clause 43 Redeployment and Redundancy does not apply to Staff on Fixed Term employment.
- (b) Following consultation, if the contract is not required or is significantly altered by the change, the University may:
 - (i) identify opportunities for redeployment, having regard to the skills, qualifications and experience of the Staff Member and the operational needs of the University;
 - (ii) where possible offer a Staff Member alternative acceptable employment under a fixed term contract for the same or greater period of the balance of the current term. In these circumstances the Staff Member will not be entitled to any additional payment; or
 - (iii) terminate the contract. In these circumstances the Staff Member will be entitled to payment of severance in accordance with clause 14.6(d) or the balance of the contract, whichever is greater.

14.6 Severance Pay

- (a) A Staff Member whose contract of employment is not renewed or has received notice of termination under clause 14.5(b) will only be entitled to severance pay if:
 - (i) the Staff Member is employed on a second or subsequent fixed term contract; and
 - (ii) the reason for the appointment was Specified Task or Project or Research Appointment and the same or substantially similar duties are no longer required by the University; or
 - (iii) Another person has been appointed, or is to be appointed, to the same or substantially the similar duties.
- (b) Where applicable, severance pay will be made within 4 weeks of the expiry of the fixed term, unless the Staff Member is advised in writing that a further contract will be offered within six weeks of the expiry date.

- (c) The Staff Member will be ineligible for severance pay if the University offers employment with the same or substantially similar duties, acceptable to the University and Staff Member.
- (d) Severance pay entitlements will be calculated for a period of continuous service as follows:

Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks'
2 years and less than 3 years	6 weeks'
3 years and less than 4 years	7 weeks'
4 years and less than 5 years	8 weeks'
5 years and less than 6 years	10 weeks'
6 years and less than 7 years	11 weeks'
7 years or over	12 weeks' *

* there is a reduction in severance pay for Staff with at least 7 years continuous service as Long Service Leave becomes payable

- (e) Severance pay will be payable at the Staff Member's Ordinary Rate of Pay for the ordinary hours of work, and excludes loadings, allowances, overtime, penalty rates or any other separately identifiable payments.

14.7 Breaks in Service

- (a) Breaks between fixed term appointments of a total period of up to 12 weeks a year, will not constitute a break in continuous service.
- (b) Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

14.8 Incremental advancement

Staff Members on a fixed term appointment will progress through the incremental structure in the same way as continuing Staff Members.

15. Workload Allocation - Academic Staff

15.1 Principles

Academic workloads will be based on the following principles:

- (a) A fair and reasonable level and equitable allocation of work that recognises the diversity of the University.
- (b) A transparent process of work allocation that recognises required areas of academic work.

- (c) Staff Members will be consulted about their workload allocation and have access to a process to address any unresolved grievances or concerns about workload allocations.
- (d) A Staff Member's work may encompass varying components of teaching, research, leadership, service and engagement activities.
- (e) The University recognises that Staff Members should not have an excessive workload and should have the opportunity to balance their working life commitments with other competing interests such as family, community work and lifestyle choices and will provide flexibility in the attendance patterns that will assist Staff Members to achieve balance.
- (f) The duties allocated to Staff Members will be appropriate to their stage of development as members of the academic community; their achievements to date and reasonable career aspirations.
- (g) The annual workload allocation will include provision for the Staff Member to take 25 days annual leave and approximately 10 days public holidays.
- (h) Workload allocation will be adjusted to take into account approved absences, secondments to a University required special project, an academic leadership role and/or SSP.
- (i) Workload allocation covers the full calendar year, not just teaching periods.
- (j) Workload allocation is flexible in order to accommodate the changing University demands and priorities.
- (k) Workload allocation in this clause will be pro-rata for Part-Time Staff.
- (l) The University will enable Academic Staff Members with a work profile of Teaching and Research (including early career) or Research Focused to have a sustained period or periods of non-teaching activity of up to 12 weeks per annum. This will be in addition to opportunities to take annual leave.

15.2 Workload Model Methodology

- (a) The basis for calculation of the annualised academic workload is 36.25 hours per week multiplied by 52.178571 weeks in a year. In any calendar year a Staff Member is entitled to the following leave to achieve work-life flexibility and to support the health and wellbeing of Staff through taking a break from work:
 - (i) Annual Leave: 25 days (180 hours)
 - (ii) Public Holidays: approximately 10 days (72 hours)
- (b) This results in a figure of 1638 hours per Staff Member per annum of Staff availability to be managed through workload allocation consistent with this clause.
- (c) Workload models will be aligned with the Work Unit's strategic priorities and plans, and will take into account emerging global and national trends in higher education pedagogy, technology and alternative teaching delivery modes.
- (d) Each Staff Member will normally be covered by 1 workload model. This model may be determined at Work Unit level.
- (e) The allocation of hours will represent a fair and accurate estimate of the average time that a relevant competent Staff Member should take to perform

that work to a professional standard. The basis for the model will be available to all Staff.

- (f) The model will be developed in consultation with the Staff whose workload will be allocated by the model.

15.3 Work Profiles

- (a) Each Staff Member will normally only have one work profile that determines their workload allocation based on a workload model. Fractional appointments across different work units and secondments may have different workload models applied to different fractions of their appointment.
- (b) The following work profiles may be used (including on recruitment to a vacancy):
 - (i) **Teaching and Research Academic:** A Staff Member whose normal work profile is balanced between teaching, research and service and engagement.
 - (ii) **Teaching Specialist:** A Staff Member whose research/scholarship would normally be related to their teaching practice.
 - (iii) **Early Career Teaching and Research Academic:** A Staff Member normally with a PhD or equivalent research doctorate who is within 5 years of the start of their academic career. An Early Career Teaching and Research Academic may have their teaching load reduced by 40 hours per annum where it is to help develop a research profile.
 - (iv) **Research Focused:** A Staff Member who may also supervise research students and undertake some teaching in their discipline area.
 - (v) **Teaching Only Partner:** A specialist Staff Member whose primary employment is not at the University.
 - (vi) **Research Only Partner:** A research academic Staff Member whose primary employment is not at the University.

	Learning and Teaching	Research / Scholarship	Leadership and Service	Engagement
Teaching & Research Academic	Up to 50% Max 300 contact hours	20 to 60%	Up to 20%	Up to 20%
Teaching Specialist	Up to 75% Max 500 contact hours	10 to 20%	Up to 20%	Up to 20%
Early Career Teaching and Research Academic	Up to 40% Max 260 contact hours	30 to 60%	Up to 20%	Up to 20%

Research Focused	Up to 20%	Up to 80%	Up to 20%	Up to 20%
Teaching only Partners	Up to 100%	Up to 20%	Up to 20%	Up to 20%
Research Only Partner	Up to 20%	Up to 100%	Up to 20%	Up to 20%

15.4 Other Arrangements

- (a) **Trainee Clinical Specialist:** A Staff Member who normally contributes to teaching, research and clinical service activities while undergoing further academic study and training in a professional clinical specialty. A Trainee Clinical Specialist will not normally hold a PhD or equivalent research doctorate and will normally be within 5 years of the start of their career.
- (b) **Clinician/Studio/Laboratory Supervision Academic:** A Staff Member whose principal contribution is through teaching in clinical environments, laboratories and practice studios, across practice-based subjects in undergraduate and postgraduate programs, and who does not have significant additional marking, research or subject co-ordination duties.

A Clinician/Studio/Laboratory Supervision Academic may only be directed to teach in the number of subjects which allows for a fair and manageable amount of preparation and associated work time. Their workload will include the following:

- Teaching in clinical environments, laboratories and practice studios on University campuses or teaching sites;
- Supervising students while conducting patient/client rounds in hospitals or community-based health services or conducting veterinary clinics.

The maximum length of any one shift for Laboratory Supervision Academics must not exceed 10 hours plus meal breaks. The hours of work for Laboratory Supervision Academics must not exceed 45 hours in any single week nor more than 145 hours in any 4-week period. Laboratory Supervision Academics must receive a minimum of four full days off per fortnight.

- (c) HDR supervision will normally be considered 75% learning and teaching and 25% research. An Academic Staff Member whose HDR supervision contributes significantly to their research load may agree with their Supervisor to count up to 100% as part of their research load. An Academic Staff Member whose HDR supervision does not contribute to their research output may agree with their Supervisor to count their HDR supervision as up to 100% learning and teaching.
- (d) A Staff Member may only be directed to co-ordinate or teach into the number of subjects which allows for a fair and manageable amount of preparation and associated teaching activities.
- (e) A Teaching and Research Staff Member may only be required to develop 2 subjects not previously offered by the University in any given year. A Teaching Specialist Staff Member may only be required to develop 3 subjects not previously offered by the University in any given year. However, a Staff Member and their Supervisor may agree that the Staff Member can develop additional subjects new to the University as part of their allocation or as a special project.

- (f) A Teaching and Research Staff Member returning from an extended period of parental leave (paid or unpaid leave as per Clause 38.2), being a period of parental leave of more than 12 months, will have their teaching load reduced by 40 contact hours per annum (pro rata for Part-Time Staff), for the first year after returning to work.
- (g) A Staff Member may request re-designation of their work profile. Re-designation will be subject to the approval of their Supervisor and may be for an indefinite or specified period.
- (h) Where a Staff Member's research outputs are below the minimum standard thresholds for research activity over a sustained period, as stated below, and they contribute in significant ways through Learning and Teaching, Leadership and Service and/or Engagement, that Staff Member may be moved from a Teaching and Research work profile into a Teaching Specialist (or other) work profile. The minimum standard thresholds for research activity over a sustained period are as follows:
 - (i) from the approval of this Agreement, three Excellence in Research for Australia (**ERA**)-eligible outputs in the previous five years;
 - (ii) from the first anniversary of approval of this Agreement, four ERA-eligible outputs in the previous five years;
 - (iii) from the second anniversary of approval of this Agreement and onwards:
 - A. five ERA-eligible outputs in the previous five years for Humanities, Allied Health and Arts and Social Sciences; and
 - B. six ERA-eligible outputs in the previous five years for Science and Medicine disciplines.

In making a decision to move a Staff Member from a Teaching and Research work profile into a Teaching Specialist (or other) work profile, alternative contributions to research outcomes will be taken into account, such as winning research consultancies and producing commercial-in-confidence technical reports that are not ERA-eligible.

- (i) The Staff Member may request to retain their current Teaching and Research work profile for a period of up to 12 months. The Staff Member must provide at the time of the request a reasonable and academically credible plan to produce the necessary research outputs within the 12 month period as well as maintaining the other academic duties and the normal workload allocation of that position. Where a Staff Member believes their learning and teaching or other work allocation has not been in accordance with this clause and has significantly impacted their ability to achieve the required research outputs they may raise their concerns in accordance with clause 15.7 Workload Allocation Review.
- (j) If the request is approved on the basis of such a plan, then at the end of the 12 month period, if the Staff Member has not achieved the required research outputs or agreed research activity, the Supervisor may confirm the Staff Member's movement into a Teaching Specialist (or other) work profile.
- (k) Where a Staff Member has been re-designated to a Teaching Specialist work profile for a period of three years, they may request to be moved back to a Teaching and Research work profile. The Staff Member must have a reasonable and academically credible plan to produce the necessary research

outputs or agreed research activity to the minimum standard threshold applicable from the second anniversary of this Agreement as stated in paragraph (h)(iii) above. If approved, the Staff Member will be provided with the normal workload allocation applicable to a Teaching and Research Academic work profile for the approved period. Where the Staff Member does not achieve the equivalent research output criteria within the approved period they may be returned to a Teaching Specialist (or other) work profile at the discretion of their supervisor.

15.5 Academic Work

Detailed explanations of types of academic work are set out in the Academic Workload Guidelines.

The following work and activities will be included when determining the allocation of academic workloads:

(a) Contact Hours

Contact hours include:

- (i) Lectures and Lectorials;
- (ii) Tutorial classes;
- (iii) Seminars;
- (iv) Workshops and practical classes;
- (v) Supervision of field-work, clinical placement and professional placement only for those hours where there is significant preparation, coordination, advising/counselling, administration and assessment required.

(b) Contact hours including tutorials, for teaching through flexible delivery, block mode or professional programs taught will be at least the same as for an equivalent subject taught through face-to-face methods. Where contact is delivered through online delivery, and the delivery is via recorded medium, contact hours will be counted for the development of the recording and not the delivery to students.

(c) Learning and Teaching – related duties include, but are not limited to:

- (i) Preparation or revision of teaching materials including for various modes of delivery;
- (ii) Subject development, including adaptation into a new mode of delivery and adaptation where the subject is new to the Staff Member;
- (iii) Teaching taking into account the number of enrolled students, mode of delivery, work-integrated learning, clinical components or laboratory classes;
- (iv) Supervision of HDR students;
- (v) Co-ordination of subjects, or courses or the first year experience;
- (vi) Supervision of honours year, non-HDR research students and undergraduate students undertaking research projects or fieldwork;

- (vii) Preparing, marking and moderation of student assessment, including thesis revision;
 - (viii) Student consultation;
 - (ix) Field-work, clinical supervision, professional placement and/or student placements where there is little or no preparation, coordination, advising/counselling, administration and assessment required; and
 - (x) Organisation, preparation and supervision of fieldwork for teaching;
- (d) Higher Degree Research Supervision is allocated at the rate of 42 contact hours per annum per advisory team. An advisory team cannot claim more than 42 contact hours between them in their respective workload allocations. A Staff Member may only count a maximum of 274 contact hours per annum for Higher Degree Research Supervision irrespective of their work profile.

(e) Research/Scholarship

The fundamental purpose of research is the advancement of knowledge in a particular discipline or field. Academic Staff required to conduct research are measured by research outputs including but not limited to:

- (i) Publication/s;
- (ii) Research grants and contracts;
- (iii) HDR completions;
- (iv) Consultancies; and
- (v) Presenting research at recognised conferences and events.

Activities that contribute to research output include but are not limited to:

- (i) Writing grant applications;
- (ii) Tendering for funds to support research;
- (iii) Writing journal articles and other quality research outputs for publication;
- (iv) Tendering for and undertaking research consultancies;
- (v) Laboratory and field work associated with research;
- (vi) Creating and delivery of exhibitions and performance of creative work where such work contributes to ERA defined research outputs;
- (vii) Organising scholarly conferences for the University; and
- (viii) Supervision of HDR students

Academic staff not required to undertake research as part of their workload allocation are required to undertake scholarly activity to retain currency in their academic discipline and in teaching pedagogy.

(f) Leadership and Service

Encompasses the work of administration and governance of the University, in which all staff share. Such activities include but are not limited to:

- (i) Attendance and engagement at work unit meetings and University committee meetings;
- (ii) Participation in University activities including but not limited to graduation ceremonies and open days;
- (iii) Leadership of major committees and working groups and/or coordination of academic programs;
- (iv) Administrative duties as agreed with the Head of Work Unit (or delegate);
- (v) Organising scholarly conferences other than for the University;
- (vi) Support, development and mentoring staff as appropriate;
- (vii) Supervision and support of teaching staff, including casual staff.
- (viii) Work related travel;
- (i) Reviewing and editing scholarly journals, books and on-line fora; and
- (ii) Work needed to gain and retain required qualifications for teaching.

(g) Engagement

Encompasses activities within the Staff Member's profession and/or discipline related to profiling the University and/or achieving the objectives of the Strategic Intent and may include, but is not limited to:

- (i) Involvement in relevant business, professional and community organisations including Australian Aboriginal /or Torres Strait Islander communities;
- (ii) Involvement in student related activities;
- (iii) Invited plenary presentations; and
- (iv) Involvement with industry or other bodies.

15.6 Transitional arrangements for Workload Allocations

For Staff Members employed at the commencement of this Agreement, their work profile will be their existing work profile or work arrangements in place at that time. Supervisors will confirm workload allocations with Staff after the Agreement becomes operational.

15.7 Workload Allocation Review

- (a) Where one or more Staff Members consider their workload allocation may be excessive, a first attempt to resolve the matter should be through discussion with the Head of Work Unit.
- (b) If a satisfactory resolution cannot be reached, the Staff Member may refer the matter to the Dean of College for review.
- (c) The Staff Member may be accompanied by their chosen representative (in accordance with clause 9) in these discussions.

- (d) If these discussions do not satisfactorily resolve the matter, a Staff Member may raise a dispute in accordance with Clause 44, Dispute Resolution.

15.8 Academic availability

- (a) Academic Staff Members who wish to work off campus must make arrangements with their Head of Work Unit and regularly check and respond to University phone messages and emails. It is expected that Staff Members will be available on campus for scheduled work meetings and for interaction and consultation with colleagues.
- (b) Students can expect to have reasonable access to Staff Members involved in the course in which they are enrolled. Staff Members must be available to students for consultation at specified times during teaching, study and examination periods.

16. Hours of Work Professional and Technical Staff

16.1 Ordinary Hours of Work

The University will as far as possible ensure Staff are allocated workloads that can reasonably be undertaken within their ordinary hours of work to ensure a healthy work/life balance, and will also take into account the caring responsibilities of staff members in requiring a staff member to work after 6:00 pm.

Category of Staff Member	Span of Hours	Pattern of Ordinary Hours
Full-Time Staff (unless specified below)	7:00 am – 7:00 pm Monday to Friday	Ordinary hours not to exceed 7 ¼ hours in any day or more than 36 ¼ hours in any week unless part of agreed flexible hours arrangement. Ordinary hours worked between 6:00 pm & 7:00 pm on Monday - Friday will include a 50% loading rate.
Part-Time Staff	7:00 am - 7:00 pm Monday to Friday	Ordinary hours as agreed between the Staff Member and their Supervisor. Ordinary hours may be varied by mutual agreement between Staff Member and their Supervisor. Ordinary hours worked between 6:00 pm & 7:00 pm on Monday - Friday will include a 50% loading rate.
ICT & Library Information Services Staff (excluding casuals - refer to Clause 17.3 below)	7:00 am – 7:00 pm Monday to Friday	Ordinary hours are normally 7 ¼ in a 24 hour period or 145 hours in four consecutive weeks. Ordinary working hours to be worked continuously, excluding meal breaks, on any day and on five consecutive days on any week. By mutual agreement between a Staff Member and their Supervisor, a Staff Member may work more than five consecutive days and other than 7 ¼ hours in any day but in any case not more than 20 days in any four week period.

		Ordinary hours worked between 6:00 pm & 7:00 pm on Monday - Friday will include a 50% loading rate.
Marketing, Engagement & Recruitment	7:00am-9:00pm Mon-Fri	Ordinary hours not to exceed 7 ¼ hours in any day or 145 in any 4 consecutive weeks except by mutual agreement between a Staff Member and their Supervisor.
Staff engaged in International Recruitment		When travelling outside of Australia Staff will as far as practicable schedule their work activities so they do not exceed 36.25 hours of work in a seven day consecutive period.
Security Staff	Open Span Monday - Sunday	Ordinary hours not to exceed 8 hours in any day or 145 in any 4 consecutive weeks except by mutual agreement between a Staff Member and their Supervisor.
Grounds and Trades Staff	6:00 am – 6:00 pm Monday – Friday	Ordinary hours not to exceed more than 7 ¼ hours in any day or 36 ¼ hours in any week unless part of agreed flexible hours arrangement.
Staff in Laboratory Support	7:00am – 9:00pm Monday – Friday	Ordinary hours are not to exceed 7 ¼ hours in any day or 36 ¼ hours in any week. The frequency and pattern of working hours will be set in consultation between the Supervisor and the Staff Member. Ordinary hours worked after 6pm on Monday-Friday will include a 20% loading rate. The frequency and pattern of working hours will be sent in consultation between the Laboratory manager and the Staff Member
Research Support Staff Member	7:00 am – 7:00 pm Monday to Friday (except where operational requirement result in duty outside this span)	Ordinary hours not to exceed 145 in four consecutive weeks. Ordinary hours worked between 6:00 pm & 7:00 pm on Monday - Friday will include a 50% loading rate.
Note: span of hours specifies the range within any day and within the week within which the ordinary time hours can be worked. All work which is required to be performed outside the span of hours is classed as overtime.		
Note: the pattern of ordinary hours specifies the number of ordinary hours that can be worked on a day and/or over a week or period of weeks. All work which is required to be performed outside the pattern of ordinary hours is classed as overtime.		

16.2 Variation to the Ordinary Hours

- (a) Where the University proposed to permanently vary ordinary hours or rosters, the University will comply with the consultation arrangements in Clause 42.3, Change Management and Consultation.

- (b) Flexible working hours arrangements can be denied on the basis of genuine operational requirements. Reasons will be provided to the Staff Member where a request cannot be accommodated due to genuine operational requirements.
- (c) A Staff Member may request to work outside the ordinary span of hours prescribed in Clause 16, Hours of Work, Professional and Technical Staff as ordinary hours and be paid at ordinary rates of pay where mutually agreed between their Supervisor and the Staff Member.

16.3 Meal Breaks

- (a) Staff Members are entitled to an unpaid meal break between the 4th and 6th hour of work. The meal break must be of at least 30 minute duration and would not normally extend for more than one hour.
- (b) If a Staff Member is required to work through their meal break, payment should be at the rate of double time until a paid meal break is taken or until the Staff Member finishes work for the day.

16.4 Rest Pauses

All Staff are entitled to morning and afternoon rest pauses each of 10 minutes duration. These shall be taken under local work area arrangements, and will count as time worked.

16.5 Hours worked on Field Trips - Professional and Technical Staff

- (a) Field work activities relate to teaching and research that is undertaken at locations which are not identified as University workplaces.
- (b) Field work commences at the time of departure from the University and concludes at the time of return to the University or other place agreed between the Staff Member and their Supervisor.
- (c) Ordinary working hours will not exceed 72 ½ hours duty time in a 14 day working period or 36 ¼ hours duty time in a 7 day period.
- (d) For the purposes of calculating pro rata working days, a day is defined as 7 ¼ hours.
- (e) Where a public holiday/s occurs during field work, an additional day/s in lieu will be given.
- (f) With respect to work in the field, the following will apply:
 - (i) where the field work exceeds 14 days, Staff are entitled to a paid rest day, to be taken in the field but in exceptional cases can be taken after field work finishes as agreed between the Staff member and Supervisor;
 - (ii) where field work is performed on a weekend or a public holiday, Staff will be provided with time off in lieu.
- (g) All rest days or time off in lieu are to be taken within 2 weeks of return to work (or within four (4) weeks by mutual agreement between the Staff Member and their Supervisor) or will be paid out as follows:
 - (i) Rest days will be paid out at ordinary time;
 - (ii) Time off in lieu will be paid at overtime rates.

17. Hours of Work Casual

17.1 Engagement

- (a) Casual employment may legitimately be used to address fluctuations in the academic and business cycle of the University. Beyond this requirement for flexibility, the University does not intend to use casual employment to fill positions that could reasonably be filled on a continuing or fixed term basis.
- (b) Except as provided for by this Agreement, the minimum engagement shall be 3 hours for casual Staff.
- (c) An exception is that the minimum engagement shall be 2 hours for casual Staff (other than students) engaged in the following categories or work:
 - (i) Invigilators
 - (ii) Actors
- (d) In order to meet their personal circumstances, a casual Staff Member may request and the University may agree to an engagement for less than the minimum of 3 hours.
- (e) There will be no multiple starts on any 1 workday, in any 1 Work Unit unless by agreement.
- (f) Casual Staff:
 - (i) will be provided with induction and any physical and technological resources (including access to University systems) necessary for them to be able to undertake their role; and
 - (ii) are entitled to apply for internally advertised positions on the same basis as other University staff.
- (g) Casual Academic Staff will be provided with protection and recognition of intellectual property and moral rights in accordance with University policy.

17.2 Students

- (a) The minimum period of engagement for students (including postgraduate students) who are engaged as casual Staff shall be 1 hour, where they are expected to attend the University on that day in their capacity as students or are provided with reasonable notice of the engagement.
- (b) During the course of a day, persons who are students may, by agreement, be engaged for multiple engagements by the University, with each engagement being a minimum engagement of 1 hour.

17.3 Casual employment of ICT and Library Staff

- (a) A casual ICT or Library Staff Member may be employed as follows:
 - (i) Ordinary hours of work are not to exceed 7 ¼ hours in 24 hour period or 145 hours in 4 consecutive weeks.
 - (ii) By mutual agreement between a Staff Member and a Supervisor, a Staff Member may work more than 5 consecutive days and other

than 7 ¼ hours in any day but in any case not more than 20 days in a 4 week period.

- (iii) By agreement with the Staff Member, ordinary hours may be worked in split shifts with a minimum engagement of 3 hours per shift, excluding meal breaks, on any day and on 5 consecutive days in any week.
- (b) Casual Staff will be paid the following loadings for work outside the ordinary span of hours for Full-Time and Part-Time Staff:
- (i) For work performed before 7.00 am or after 7.00 pm Monday to Friday inclusive of 20% loading.
 - (ii) For work performed on Saturdays - 40% more than the ordinary rate of pay plus meal allowance.
 - (iii) For work performed on Sundays - 60% more than the ordinary rate of pay plus meal allowance
 - (iv) For work performed on a public holiday - 150% in addition to the ordinary rate of pay plus meal allowance, unless equivalent time off in lieu is granted and taken.
 - (v) Where a Staff Member is entitled to more than one penalty rate, the Staff Member will be entitled to the highest single penalty rate.

18. Conversion

18.1 Academic Staff - Casual

- (a) A Staff Member may be eligible to apply to have their employment converted to a fixed term or continuing appointment when they have been employed on a regular and systematic basis undertaking substantially similar work in the same academic Work Unit and meet all of the following criteria:
- (i) have taught for a minimum of an average of six hours per week over four semesters within the preceding 3 year period;
 - (ii) demonstrate via previous teaching and research experience that they have appropriate expertise;
 - (iii) have been awarded a PhD or who are within 6 months of submission of their thesis;
 - (iv) have evidence of research productivity within the preceding 2 year period;
 - (v) satisfy the classification descriptors for the proposed level of appointment as per Schedule 5;
 - (vi) have demonstrated satisfactory performance against performance indicators during the preceding 2 year period; and
 - (vii) able to package their teaching into an FTE at least equivalent to their casual teaching hours, and in all cases into a minimum 0.3 FTE role.

The offer of a fixed term or continuing contract will be determined by the relevant Head of Work Unit and may be made under any of the workload profiles in Academic Workload clause 15.

- (b) Process
 - (i) A casual Staff Member may apply in writing when she/he meets the conversion criteria described above to the Director HR.
 - (ii) A Staff Member whose application for conversion is rejected will not be entitled to apply again within 12 months.
- (c) Refusal to convert
 - (i) Applications for conversion will not unreasonably be refused but may be refused on reasonable grounds. Reasonable grounds may include but not be limited to one or more of the following:
 - A. The Staff Member is/was recently a student, and was only engaged in the work because of their status as a student;
 - B. The Staff Member has indicated their intention to retire within the next 2 years;
 - C. The Staff Member has a primary occupation within the University or elsewhere, either as an employee or as a self-employed person ;
 - D. The Staff Member does not meet the essential requirements of the position; or
 - E. The work will not continue.
- (d) Determining eligibility
 - (i) The Director HR will determine
 - A. Whether the employee is eligible for conversion;
 - B. Whether the position is to be made into a fixed term position, a continuing position, or will be discontinued.
 - (ii) The Director HR will advise the Staff Member either that the position is to be made fixed term or continuing or be provided with the reasons in writing as to either why the work is no longer required or why the employee is not eligible for conversion.
 - (iii) For the purposes of this clause, occasional and short-term work performed by the employee in another classification, job or work area (or equivalent) shall not:
 - A. Affect the employee's eligibility for conversion; or
 - B. Be included in determining whether the employee meets or does not meet the eligibility requirements.
 - (iv) A Staff Member must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause. No Staff Member shall be disadvantaged because they made an

application for conversion that was unsuccessful, or during any subsequent review period.

18.2 Professional and Technical Staff - Casual

- (a) Long term casual Staff may apply to have their employment converted to a non-casual appointment when they have been employed on a regular and systematic basis in the same or similar position in the same work area for a period of 12 months or more.
- (b) Casual Staff must not be engaged and re-engaged or have their hours reduced in order to avoid any obligation under this Clause. Casual Staff will not be disadvantaged because they made an application for conversion that was unsuccessful.
- (c) Refusal to convert
 - (i) Application for conversion will not unreasonably be refused but may be refused on reasonable grounds. Reasonable grounds may include but not be limited to one or more of the following:
 - A. The Staff Member is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
 - B. The Staff Member has indicated their intention to retire within the next 2 years;
 - C. The Staff Member has a primary occupation with the University or elsewhere, either as a Staff or as a self-employed person,
 - D. The Staff Member does not meet the essential requirements of the position;
 - E. The Work Unit will commence a formal change process in the following 6 months; or
 - F. The work will be discontinued in the following 6 months.
- (d) Determining Eligibility
 - (i) The Director HR will determine whether the Staff Member is eligible for conversion and provide written advice to the Staff Member confirming that:
 - A. The position will become a continuing position;
 - B. The position will become a fixed-term position; or
 - C. The reason(s) why the Staff Member is not eligible for conversion, if applicable.

18.3 Fixed Term Conversion - General

- (a) This Clause will not apply to a Staff Member appointed to a fixed-term appointment where an Aboriginal and/or Torres Strait Islander was not immediately available to fill a designated position in accordance with Clause 7.2, Identified Aboriginal and/or Torres Strait Islander Positions. This Clause will also not apply to Organisational Change appointments, 2020 Cohort

Appointments or Teaching Scholars, given the specific provisions of clause 18.4 below.

- (b) Where a fixed-term Staff Member has been engaged on 2 or more consecutive fixed-term appointments over a period of 5 or more years, they will be eligible to apply for continuing employment, provided that the Staff Member:
- (i) was appointed through a merit-based selection process, for at least one of the fixed-term appointments; and
 - (ii) has consistent performance that has not been assessed as unsatisfactory; and
 - (iii) has a contract or work that will last for a further two years (or more).

(c) Refusal to Convert

Applications for conversion which fully meet these criteria will only be refused on reasonable business grounds. Reasonable grounds may include, but not be limited to one, or more of the following:

- (i) The work being performed by the Staff Member will cease within the following 2 years, and there is no other suitable alternative work;
- (ii) The Staff Member is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
- (iii) The Staff Member has indicated their intention to retire within the next two years;
- (iv) The Staff Member was engaged as Replacement Staff under clause 14; or
- (v) The Staff Member has a primary occupation with the University or elsewhere, either as a Staff Member or as a self-employed person.

(d) Determining eligibility

Following discussion with Human Resources, the relevant Head of Work Unit will determine whether the fixed term Staff Member is eligible for conversion and provide written advice to the Staff Member confirming the outcome of the request, including the reason(s) why the Staff Member is not eligible for conversion, if applicable.

18.4 Fixed Term Conversion - Organisational Change, Teaching Scholars and 2020 Cohort Appointments

- (a) This clause only applies to a Staff Member appointed on a fixed-term contract as:
- (i) an Organisational Change appointment, as described in clause 14.1(a)(xiii) above;
 - (ii) a 2020 Cohort Appointment, as described in clause 14.1(a)(x) above; or
 - (iii) a Teaching Scholar, as described in clause 14.1(a)(xii) above.

- (b) Where a fixed term Staff Member has been employed in the same position in the same work area for a period of 12 months or more they will be eligible to apply for continuing employment, provided that the Staff Member:
- (i) meets the essential requirements for the position; and
 - (ii) was appointed through a merit-based selection process; and
 - (iii) has consistent performance that has not been assessed as unsatisfactory; and
 - (iv) the position has been identified as an ongoing position at the same level as the Staff Member and with the same or very similar duties for at least the following two years.
- (c) A Staff Member who meets the conversion criteria described above may apply in writing to the Director HR.
- (d) A staff Member whose application for conversion is rejected will not be entitled to apply again within 12 months.
- (e) Applications for conversion which fully meet the relevant conversion criteria in clause 18.4(b) above will only be refused on reasonable business grounds. Reasonable business grounds may include but are not limited to one or more of the following:
- (i) the Staff Member is a student, or has recently been a student, and was only engaged in the work because of their status as a student;
 - (ii) the Staff Member has indicated their intention to retire within the next 2 years;
 - (iii) the Staff Member has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;
 - (iv) in relation to an Academic Staff Member, the Staff Member has not been awarded a PhD or is not within 6 months of submission of their thesis; and
 - (v) in relation to an Academic Staff Member, the Staff Member is considered to have insufficient evidence of research productivity within the preceding 2 year period.
- (f) Following discussion with Human Resources, the relevant Head of Work Unit will determine whether the fixed term Staff Member is eligible for conversion and provide written advice to the Staff Member confirming the outcome of the application, including the reason(s) why the Staff Member is not eligible for conversion, if applicable.

19. Decreasing 'Teaching' Casualisation

- (a) The University will over the life of this Agreement reduce the proportion of casual academic teaching FTE by 10% as compared to the 2016 data reported to the Commonwealth, currently via Department of Education and Training excluding students, and Staff whose primary place of employment is elsewhere. This reduction may be through (but not limited to):
- (i) Casual conversions through Clause 18.1;

- (ii) Appointment of Staff on a fixed term or continuing basis;
 - (iii) Reduction of the number of courses/subjects taught;
 - (iv) Implementing a significant change in accordance with Clause 42.
- (b) Where it becomes apparent that the target is not likely to be achieved, after consultation with the JCC, the parties will then agree to a course of action that will allow the University to work towards meeting its obligations under this clause including consideration of an extension to the timeframe in which the reduction is to occur.
- (c) The University will report on this percentage as part of its report to JCC by 1 August in each year demonstrating progress towards meeting this target.

20. Shift Work

Shift work may be used in order to provide services on a regular basis outside normal hours. Shift work may be either on a continuous basis (24 hours, seven days a week), or be used to cover particular periods of the day and particular days of the week. Shift work will continue to be used in security and areas of computing and the library where it was used at the date of commencement of this Agreement, and may be introduced to other areas by agreement with the Staff Members and the relevant unions.

20.1 Shift Rosters

- (a) Shift workers' ordinary hours will be worked in accordance with a roster.
- (b) Staff will be notified at least 7 days in advance of the roster.
- (c) the University shall provide a minimum of 48 hours' notice prior to any temporary change in the roster. Where the University proposes to make permanent changes to the roster, it will comply with its consultation obligations in Clause 42, Change Management and Consultation.

20.2 Shift Rosters Arrangements

- (a) Staff may be rostered in shifts as follows:
 - (i) Day Shift – commences at or after 7.00 am and finishes at or before 7.00 pm;
 - (ii) Afternoon Shift – finishes after 7.00 pm and at or before midnight;
 - (iii) Night Shift - finishes after midnight.
- (b) All shift rosters shall specify the commencing and finishing time of ordinary hours of work of each Staff Member.
- (c) Staff will be entitled to a minimum 10 hours break between rostered shifts. The period may be reduced:
 - (i) Where Staff are required to work overtime;
 - (ii) For the purpose of changing shifts or shift rosters;
 - (iii) Because of the failure of another Staff Member to report for duty;
 - (iv) Where the shift is worked by arrangements between Staff.

- (d) With the approval of the supervisor, a Staff Member may voluntarily exchange duties and hours of work with another Staff Member; provided that overtime payments, shift and meal allowances shall not be payable for any period by which those exchanged hours of work are in excess of the Staff Member's ordinary working hours unless such payment would have been made to the Staff Member originally rostered; provided further that no Staff Member shall be permitted to work two consecutive shifts.
- (e) Shift rosters will normally be arranged to form a recurring cycle of 5 days on and 2 consecutive days off per week, or such other equivalent off-duty periods acceptable to the University and the Staff Member.

20.3 Shift Allowances

- (a) Afternoon and night shift will attract a penalty rate of 15%.
- (b) A Staff Member required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) An additional payment of 50% for all hours worked between midnight Friday and midnight Sunday;
 - (ii) An additional payment of 150% for all hours worked on a public holiday.
- (c) The penalty rates within this clause and in Schedule 2 are not cumulative. Where a Staff Member is entitled to more than one penalty rate, the Staff Member will be entitled to the highest single penalty rate.

21. Remuneration

21.1 Salary

- (a) This Agreement provides for wage increases as follows:
 - (i) 1.5% on 30 September 2017; and
 - (ii) 1.5% on 30 September 2018; and
 - (iii) 1.6% on 30 September 2019; and
 - (iv) 2.0% on 30 September 2020; and
 - (v) 2.0% on 30 June 2021.
- (b) The salary rates for Staff are detailed in Schedule 1.
- (c) For Staff who are covered by the Supported Wage System, the salary rates will be determined by the Supported Wage System for People with Disabilities Policy as amended from time to time.
- (d) Where a Staff Member requests to be assigned duties at a lower level the Staff Member will be paid the Staff rate applicable to the lower level with consideration given to the appropriate salary step.

22. Superannuation

22.1 Entitlement

- (a) The University will make compulsory employer contributions as required by the applicable legislation and fund requirements to either UniSuper or QSuper (for existing members of QSuper only).
- (b) Where a Staff Member does not nominate an applicable scheme, the default scheme will be UniSuper.
- (c) The University's contributions to UniSuper will be paid at the following rates:

Employment Status	UniSuper University Contribution
Continuing and Fixed Term Staff	17%* inclusive of Government Superannuation Guarantee (GSG) amount, as varied from time to time.
Casual Staff	Government Superannuation Guarantee (GSG) amount, as varied from time to time.

* Subject to an election under Clause 22.2 of this Agreement and the UniSuper Trust Deed

- (d) the University's contributions to Q Super will be paid at the following rates:

Staff Member Contribution	QSuper University Contribution
0%	Government Superannuation Guarantee (GSG) amount, as varied from time to time.
5%	12.75%* inclusive of Government Superannuation Guarantee (GSG) amount, as varied from time to time.

* Subject to changes that may apply if super rules change

- (e) University Superannuation contributions will not be paid on behalf of the Staff Member during periods of unpaid leave that does not count as service, unless required under legislation.
- (f) Where there is conflict between this clause and superannuation legislation, the legislation will prevail over this clause to the extent of the conflict.

22.2 Staff Election for Superannuation Flexibility

- (a) A Staff member may access once a year and in writing, any contribution flexibility allowed under the UniSuper Trust Deed or under the University's terms of participation with UniSuper. Any reduction in the employer superannuation contribution will be paid as salary to the Staff Member.

- (b) Any agreement between the University and the Staff Member made as per Clause 22.2(a) will contain provisions ensuring that:
 - (i) the University contribution will not be less than the GSG amount; and
 - (ii) the foregone part of the contribution is payable as additional salary, to the extent it does not increase the total employment cost to the University.

23. Overtime and TOIL

23.1 Eligibility

- (a) The University can require a Staff Member to work reasonable overtime with reasonable notice at overtime rates.
- (b) This clause applies to all Full-Time, Part-Time and casual Professional and Technical Staff classified as HEWL 1-9.
- (c) Staff classified as HEWL 1- 7 may choose to either receive payment or to take time off in lieu for overtime worked calculated at the overtime rate. Payment of any time remaining may be paid out at the salary rate applicable.
- (d) Staff classified as HEWL 8 or HEWL 9 may only take time off in lieu calculated at the overtime rate, but where the Supervisor has not provided the opportunity to take the time off in lieu, overtime payment will be made.
- (e) Staff who are required to work outside of their span of hours or in excess of 36.25 hours per week or 145 hours over 4 weeks whichever is applicable will be provided TOIL at the applicable overtime rate for the period worked. Staff Members may accrue up to 3 weeks' time in lieu within a 6 month period, the periods being January to June and July to December. Time in lieu not taken at the end of the 6 month period shall be paid out at the salary rate applicable at the time the overtime was worked.
- (f) Overtime only occurs where work cannot reasonably be performed during ordinary hours and all Staff Members required to work overtime can only do so with the prior written approval of their Supervisor. Where practicable, Staff Members should be given 24 hours' notice of the requirement to work overtime.

23.2 When Overtime Occurs

- (a) Overtime is work performed outside of the normal span of hours and outside the pattern of ordinary hours and, unless prescribed otherwise in Clause 16, Hours of Work Professional and Technical Staff is hours in excess of 7.25 in any day unless agreed as part of flexible hours and/or hours in excess of 36.25 hours in any week.
- (b) For Part-Time Staff, overtime is any period worked outside the ordinary span of work as agreed between the Staff Member and the Supervisor.
- (c) For Casual Staff, overtime is any period outside the span of hours or in excess of 7.25 hours in any one day or 36.25 hours in a week.
- (d) Where a system of flexible working hours operates under Clause 25, Individual Flexibility Arrangement, the ordinary hours of work and the usual commencing and ceasing times shall be those agreed by the Supervisor and the Staff Member concerned. A Staff Member may be assisted in these discussions as outlined in Clause 9, Staff Support and Representation.

23.3 Overtime Rates

(a) With the exceptions noted below all overtime will be paid as follows:

Monday to Saturday	time and a half (150% of the ordinary rate of pay) for the first three (3) hours after which double time (200% of the ordinary rate of pay)
Sunday	double time (200% of the ordinary rate of pay)
Public Holidays	double time and a half (250% of the ordinary rate of pay)

(b) The exceptions are:

- (i) Carpenters, plumbers, builders labourers, electricians, and refrigeration mechanics are to be paid overtime Monday to Saturday at the rate of time and a half for the first two (2) hours, after which double time shall be paid.
- (ii) Shift workers whose roster provides more than one shift per day are to be paid overtime Monday to Saturday at double time.

(c) Where a Staff Member works on a public holiday, outside the ordinary starting and ceasing times prescribed by this Agreement for that day of the week, or in the case of a Staff working flexible working hours, in excess of 7 ¼ hours, that time worked shall be paid for at double the overtime rate prescribed by the Agreement for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

23.4 Minimum Recall and Required Work on Weekends and Public Holidays

Where a Staff Member is recalled to duty/required to perform weekend work outside of their normal hours, they shall be paid a minimum payment of 4 hours at the prescribed overtime rate. Staff Members required to work on a public holiday will be paid for a minimum of 4 hours worked time at the prescribed rate.

23.5 Minimum Break Following Overtime

- (a) Where overtime is worked a Staff Member will be given at least 10 consecutive hours off duty prior to the commencement of ordinary working hours on the next day.
- (b) Where a Staff Member rotates from one shift to another as part of a normal shift change or where another Staff Member does not report for duty, and there has been no overtime worked, the Staff Member should be allowed at least eight consecutive hours off duty prior to the commencement of the next ordinary shift.
- (c) Where there is insufficient time between the completion of overtime or shift rotation and the commencement of ordinary hours to allow the required break, a Staff Member may be absent during ordinary hours without loss of pay until they have had the required break from duty.
- (d) Where a Staff Member is instructed by their supervisor to resume duty or continue working without having the required break, they shall be paid at the rate of double time until being released from duty.

24. Professional and Technical Staff Loading for Academic Work

- (a) A Professional and Technical Staff Member who is performing work that is academic work that is not encompassed by the Staff Member's current classification may apply for a Professional and Technical Staff Loading under this clause.
- (b) Applications must be made in writing to the relevant Dean/Director. An application will consist of at least a statement by the Staff Member addressing the amount, level and content of academic work required of their position. It should also include an agreed position description and a statement from their Supervisor as to amount, level and content of academic work that are requirements of the position.
- (c) An application for a loading will only be assessed against the Position Classification Descriptors for Professional and Technical Staff in Schedule 4 and the Classification Standards for Academic Staff in Schedule 5.
- (d) If an application for the loading is declined, the reasons for the decision must be recorded and provided to the applicant and the applicant's Supervisor.
- (e) Where an application for loading is successful, with effect from the next full pay period after the date of application, the Staff Member will have their salary increased by the difference between their current salary and the lowest step of the relevant academic Level, multiplied by the fraction of their work committed to academic duties. This amount will increase by reference to annual increments thereafter to the highest but one (penultimate) step of that academic level. This arrangement will be capped at Academic B Level 50.
- (f) A Staff Member who receives a loading under this clause will be expected to continue to be willing to perform any of the work upon which their application for the loading relied.
- (g) Where the Staff Member is dissatisfied with the outcome of their application, they may, within 4 weeks of receipt of the outcome, request an internal review. The review will be undertaken by a senior nominee from HR and the Staff Member. A Staff Member may be assisted as outlined in Clause 9, Staff Support and Representation, through the process.
- (h) If the Staff Member is not satisfied with the outcome of the internal review, the Staff Member may raise a dispute under Clause 44, Dispute Resolution.

25. Individual Flexibility Agreement

- (a) The University and an individual Staff Member may agree to vary the terms of this Enterprise Agreement to make an Individual Flexibility Agreement about when work is performed, provided:
 - (i) the agreement meets the genuine needs of the University and the Staff Member;
 - (ii) the agreement is genuinely agreed to by the Staff Member and the Supervisor; and
 - (iii) the agreement is documented and forwarded to the Director, HR.

- (b) The Director, HR, or nominee must ensure that the terms of the individual flexibility agreement:
 - (i) are about when work is performed and that this is a permitted matter under section 172 of the Fair Work Act;
 - (ii) meet the genuine needs of the Staff Member and the University;
 - (iii) are not unlawful terms under section 194 of the Fair Work Act; and
 - (iv) result in the Staff Member being better off overall than the Staff Member would be if no arrangement was made.
- (c) The Director, HR, or nominee must ensure that the individual flexibility agreement:
 - (i) is in writing;
 - (ii) includes the name of the employer and Staff Member;
 - (iii) is signed by the Supervisor and Staff Member and if the Staff Member is under 18 years of age, signed by a parent or guardian of the Staff Member;
 - (iv) includes details about when work is to be performed; and
 - (v) states the day on which the arrangement commences, and where applicable, when the arrangement ceases.
- (d) the University must give the Staff Member a copy of the Individual Flexibility Agreement within 14 days after it is agreed to.
- (e) the University or Staff Member may terminate The Individual Flexibility Agreement:
 - (i) by giving no less than 28 days written notice to the other party to the arrangement; or
 - (ii) At any time if the University and Staff Member agree in writing.

26. Position Classification and Re-Classification

- (a) All continuing Professional and Technical Staff and fixed term Professional and Technical Staff with appointments greater than 6 months will have a Position Description that describes the work they do.
- (b) Where there is an incumbent in the position, any changes to the duties/responsibilities should be agreed between the Staff Member and their Supervisor. In circumstances where agreement cannot be reached on a revised position description, the Head of Work Unit shall determine the duties to be contained in the position description.
- (c) The University will determine the duties and requirements for any new or vacant positions and current positions or groups of positions in consultation with any directly impacted Staff.
- (d) The University will determine the classification level of a position consistent with the Classification Descriptors in Schedule 4, by considering the following:

- (i) The level of qualifications and experience required to undertake the role; and
 - (ii) The nature and complexity of the work required.
- (e) The University will conduct an evaluation of a Professional and Technical position when:
- (i) Upon the creation of a new position;
 - (ii) Significant changes are made to an existing position; or
 - (iii) Upon request by the Staff Member where such a request has not been made in the previous 12 months .
- (f) The effective date of any reclassification will be the date on which the written application for review was initiated. In exceptional circumstances the Director HR and Head of Work Unit may determine an earlier effective date of reclassification.
- (g) Where the position is reclassified upwards by more than one HEW level, it is deemed a new position. The incumbent of the original position cannot automatically assume the reclassified level. In this situation the incumbent will have the opportunity of a closed merit-based selection process in order to assess whether they meet the requirements of the new position.
- (h) Where the position is reclassified to a lower HEW level, the incumbent is entitled to:
- (i) Salary maintenance at the previous salary level for a period of up to 6 months;
 - (ii) Apply for other vacant positions at their previous salary level on the same basis as a redeployee; and
 - (iii) Discuss with their Supervisor changes to the position that might enable the maintenance of the HEW level.
- (i) After receiving salary maintenance for a period of 6 months, the Staff Member will then receive the salary applicable to the level prescribed by the reclassification.
- (j) Where the Staff Member is dissatisfied with the outcome of their application, they may, within 4 weeks of receipt of the outcome, request an internal review. The review will be undertaken by a senior nominee from HR and the Staff Member. A Staff Member may be assisted as outlined in Clause 9, Staff Support and Representation, through the process.
- (k) If the Staff Member is not satisfied with the outcome of the internal review, the Staff Member may raise a dispute under Clause 44, Dispute Resolution.
- (l) Academic Staff are not able to make an application for an evaluation of their level. Academic Staff are able to make application for promotion from one level to the next in accordance with the academic promotion policy and procedure.

27. Special Studies Program

- (a) All Academic Staff Members of the University at the level of Associate Lecturer or above holding an appointment of not less than half-time are eligible to

participate in the Special Studies Program (**SSP**) provided their contracts of employment extend beyond any proposed period of SSP leave for at least a period equal to the SSP leave.

- (b) A Staff Member shall have completed at least 36 months of continuous service with the University before being permitted to undertake a SSP.
- (c) The period of a SSP will be calculated at the rate of two months for each twelve months of accrued service to a maximum entitlement of 12 months accrual SSP. Staff do not accrue SSP when on leave without pay or SSP unless seconded to another University campus.
- (d) Although a Staff Member may be eligible to apply to undertake an SSP, they have no automatic right to an SSP where their proposed program does not meet the criteria in the Special Studies Program policy. The number of programs approved each year may also be restricted by Staffing and budgetary considerations.
- (e) The Special Studies Program will be governed in accordance with the relevant policy guidelines. A Staff Member on SSP cannot be directed to undertake teaching at the University.
- (f) Staff proceeding on SSP may apply for a travel grant to meet actual travel costs incurred by the Staff Member in fulfilling the requirements of the approved program.
- (g) The essential, but not exclusive, conditions for approval of a program are that it is aligned with the strategic intent of the University and will provide significant outcomes, to the individual, the academic work unit and the University and that appropriate arrangements have been made to maintain teaching, examining and administrative responsibilities.
 - (i) The Head of the Work Unit will assess an application from an eligible Staff Member against the criteria outlined in the SSP Policy and guidelines. The Head of the Work Unit will provide reasons in writing as to why the application does not meet the criteria, or other grounds for refusing the application.
 - (ii) A Head of the Work Unit who refuses an application that meets the criteria, on the grounds of lack of resources, will specify a time within the next 3 years when a new or resubmitted application that meets the criteria will be approved subject to (iii) below.
 - (iii) Should an unforeseen lack of resources further delay a project approved under (ii), the program can only be deferred a further 12 months and only on the authority of the next most senior line manager. The project costs and other details may require updating at this point.
 - (iv) Preference will be given to Staff Members who have not previously had an SSP program at the University or elsewhere.
 - (v) An applicant for SSP will be advised of the decision by the Head of Work Unit within one month of the due date of submission of EOI for SSP for the following year.

28. Staff Duties and Supervision

- (a) Each Staff Member shall perform and undertake, with due care and diligence, the key roles and responsibilities specified by the University and consistent with the Position Description and the Staff Member's Performance and Development Plan.
- (b) Duties will be consistent with the Position Classification Descriptors for Professional and Technical Staff in Schedule 4 and the Classification Standards for Academic Staff in Schedule 5..
- (c) Staff who are required to conduct Performance and Development Plan reviews will be provided with appropriate training and support.
- (d) A Staff Member may request the Director HR consider designating an alternative Supervisor. The Director, HR may consider such a request subject to the position, the duties being performed and the operational needs of the Work Unit and the University.

29. Performance and Development Plan

- (a) The University expects that all Supervisors and Staff will participate annually in the Performance and Development Plan discussions. The Staff Member and their Supervisor are required to develop a written agreement of responsibilities and expected standards of performance consistent with Position Classification Descriptors for Professional and Technical Staff in Schedule 4 and the Classification Standards for Academic Staff in Schedule 5. Casual Staff Members with more than 18 months service are eligible to elect to participate in the Performance and Development Plan discussions.
- (b) Performance and development discussion should occur between the Supervisor and the Staff Member or team regularly throughout the year. The Supervisor should provide early feedback where performance does not meet expectations and will make all reasonable efforts to resolve instances of underperformance informally using discussion, guidance, counselling and/or Staff development.
- (c) The process may be initiated by the Staff Member or Supervisor with at least 5 days' notice. Staff members must have the opportunity to make written responses to all reviews and to sign the Plan/s.
- (d) An increment will be paid as due, pending the outcome of the Performance and Development Plan discussions.

30. Notice Period

30.1 Notice required by the Staff Member

- (a) A Staff Member (excluding casual Staff) may resign or retire from the University by giving the amount of written notice specified below or such period of notice as may be specified in the Staff Member's contract of employment.

Period of Appointment		Notice Period
Continuing Academic Staff	Up to 1 year	6 weeks or at the end of current teaching

Period of Appointment		Notice Period
		commitments whichever is the longer.
Continuing Academic Staff	Over 1 year	26 weeks or at the end of current teaching/research commitments whichever is the shorter.
Research Contingent Continuing Staff	Over 1 year	8 weeks
Continuing Professional and Technical Staff up to and including HEWL 7		4 weeks
Continuing Professional and Technical Staff above HEWL 7		6 weeks
Fixed Term		4 weeks or (for Academic Fixed Term Staff) the end of current teaching commitments, whichever is the longer.
Casual Staff		End of shift

- (b) If the required notice is not given, an amount in lieu of the notice period not worked may be deducted from any final monies owing.
- (c) The Head of a Work Unit may consent to a shorter period of notice on a case by case basis.

30.2 Notice to be given by the University

- (a) Termination of employment by the University may only occur in accordance with this Agreement and the University will give the same notice as required by the Staff Member.
- (b) A Staff Member who is over 45 years of age and has completed at least 2 years continuous service will be entitled to an additional period of notice of 1 week.
- (c) Where the University has given notice of termination to a Staff Member, the Staff Member will be provided up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Staff Member after consultation with their Supervisor.
- (d) The University may:
- (i) require the Staff Member to work out their notice period; or

- (ii) request that the Staff Member work out their notice period from home;
 - (iii) make a payment in lieu of notice. Where a Staff Member is paid in lieu of notice, the Staff Member will receive the pay that they would have received had they worked out the period of notice. Overtime will not be paid in lieu; or
 - (iv) a combination of the above.
- (e) The period of notice shall not apply in the case of dismissal for conduct that amounts to serious misconduct.

31. Probation

31.1 Probation

All new continuing and fixed term Staff Members are required to complete a probationary period as follows:

31.2 Professional and Technical Staff Members

HEWL 1-5 continuing Staff	6 months
HEWL 6-10 continuing Staff	6 months
Staff employed for a fixed term of up to 12 months	6 months
Fixed term Staff HEWL 1-5 employed for greater than 12 months	6 months
Fixed term Staff HEWL 6-10 employed for greater than 12 months	6 months

31.3 Academic Staff

Continuing Staff	3 years
Staff employed for a fixed term of up to 12 months	6 months
Staff employed for a fixed term of greater than 12 months	6 months

31.4 No Probation

- (a) There will be no probation:
 - (i) For casual Staff;
 - (ii) For fixed term appointments of less than 3 months;

- (iii) Where a continuing Staff Member is seconded to another position in the University and they have completed their initial probation;
- (iv) Where a fixed term Staff Member is appointed to a second or subsequent fixed term appointment and they have completed their initial probation.

31.5 Other Matters

- (a) A probationary period may be waived with the approval of the relevant Deputy Vice Chancellor. Where this occurs this will be recorded in writing in the Staff Member's contract of employment.
- (b) A probationary period may be shortened with the approval of the Head of a Work Unit.
- (c) Where a Staff Member resigns their current position and is appointed to a substantively different position a period of probation may apply.

31.6 Process for probation

- (a) The probation process will consist of:
 - (i) A probation plan prepared at the start of employment;
 - (ii) Interim Review/s;
 - (iii) Final probation review conducted before the end of the probationary period.
- (b) Where performance concerns are identified during the probationary period, a clear statement of issues and improvements required will be provided to and discussed with the Staff Member. The Staff Member will have an opportunity to respond to the performance issues raised. This discussion will include any assistance that the Supervisor will provide in order to meet performance expectations.

31.7 Confirmation or Termination of employment

- (a) The University will determine, at any time during the probationary period, whether the Staff Member's employment will be confirmed or whether the Staff Member's employment will be terminated.
- (b) The Staff Member will be notified in writing of the decision.
- (c) Where a Staff Member's employment is not confirmed or is terminated in the probationary period, they will be paid notice in accordance with Clause 30.1(a) above.

Part C – Leave Matters

32. Annual Leave

32.1 Annual Leave Planning

- (a) At least once each year preferably as part of the annual Performance and Development Plan discussion Staff are required to meet with their Supervisor and develop a leave plan, which will cover annual leave and long service leave where the Staff Member has a long service leave entitlement.
- (b) Supervisors will as far as it is reasonable and practicable:
 - (i) Plan the workload allocation so that each Staff Member has a 5 week period available, including in unbroken periods if Staff so request, in which to take their annual leave and approve any leave requests in a timely manner;
 - (ii) Agree to alternate periods of leave where operational requirements prevent the leave requested being granted and approve requests to change leave plans and confirm leave not taken to be carried forward to a subsequent year;
 - (iii) Approve annual leave for Academic Staff with teaching responsibilities during teaching periods only where satisfactory arrangements have been made to meet the responsibilities of the Staff Member.
- (c) Staff will wherever it is reasonable and practicable:
 - (i) Apply for leave that is outside of teaching and peak workload periods, taking account of the genuine operational requirements of their Work Unit;
 - (ii) Apply for leave or changes to leave using the established leave booking system and receive approval prior to taking the leave;
 - (iii) Take their annual leave entitlement in the year in which it accrues unless otherwise agreed in their leave plan.

32.2 Entitlement

- (a) Annual leave will accrue on an annual basis during periods of continuous employment.
 - (i) **Full-Time Staff** (other than casuals) will accrue 25 working days of annual leave for each completed year of service.
 - (ii) **Full-Time shift workers** (Staff on three continuous shifts per day over a period of seven days per week) will accrue 30 working days of annual leave for each completed year of service.
 - (iii) **Part-Time Staff** will accrue a pro-rata amount of annual leave.
 - (iv) **Casual Staff** do not accrue annual leave.
- (b) Annual leave will accrue on a pro rata basis and be credited to Staff at the end of each pay fortnight.
- (c) Any unused annual leave accrued during employment will be paid to the Staff Member on termination from the University.

32.3 Excess leave

Any Staff Member whose accrued leave entitlement equals or exceeds 45 days and does not have an agreed leave plan to reduce their leave may be directed in writing to apply for leave so that their accrued annual leave balance will be no greater than 35 days within a reasonable period. Staff will be given one month to apply to take the required leave.

32.4 2020 Cohort

- (a) In 2020 it is expected that the University will have a significant reduction in the number of school leavers applying to attend university as a result of the introduction of the Prep Year into Queensland Schools. This is expected to cause a reduction in the number of students at the University in 2020 and in the subsequent 2 years.
- (b) One way in which the University can minimise the impact of the 2020 cohort and improve job security will be to manage leave accruals and the taking of leave in 2020 and 2021.
- (c) Between 1 January 2020 and 31 December 2021 a Staff Member whose accrued annual leave entitlement equals or exceeds 40 days, (pro rata for Part-Time Staff) may be directed in writing to take leave so that their accrued annual leave balance will be no greater than 25 days.

32.5 Annual Leave at half pay

Subject to the agreement of their Supervisor, Staff who have an annual leave balance of less than 45 days may apply to take annual leave at half pay, in which case payable leave credits will only be deducted for half of the leave duration. Annual leave taken at half pay will only be available for a minimum of 1 week's duration (2.5 days leave credits) per request.

32.6 Cashing out Annual Leave

- (a) Staff may apply to cash out leave, equivalent to the period of leave they have taken in the previous 12 months provided they:
 - (i) Have taken at least 15 days annual leave in the previous 12 months, (pro rata for Part-Time Staff);
 - (ii) Retain a balance of no less than 20 days (pro rata for Part-Time Staff); and
 - (iii) Apply in writing and there is written agreement between the Staff Member and their Dean/Director for each occasion leave is cashed out.

32.7 Leave Loading

- (a) Professional and Technical Staff will be entitled to receive annual leave loading at a rate equivalent to 17.5% on 4 weeks per annum of the ordinary rate of pay paid during the annual leave period.
- (b) Shift workers on annual leave will be paid the greater of:
 - (i) shift penalties a Staff Member would have received had they not been on annual leave; or
 - (ii) the 17.5% annual leave loading as prescribed.
- (c) Academic Staff will be entitled to receive leave loading equal to 17.5% of 4 weeks salary paid on a payday preceding 1 January, with a maximum payment equal to the Australian Bureau of Statistics' average weekly total earnings of all males (Australia) for the relevant quarter preceding the date of accrual, as amended from time to time.

33. Christmas Closure

The Vice Chancellor may determine to close the University for the Christmas and New Year period and direct Staff Members to take up to three (3) days of their accrued annual leave entitlement (or long service leave where the Staff Member has no accrued annual leave balance) during this period. The University will provide at least four (4) months' notice of the requirement for Staff to take leave, other than for the 2017 Christmas and New Year period in which the University will close from 25 December 2017 to 1 January 2018 (inclusive of public holidays). Where Staff Members do not have enough paid leave to cover this period, a Staff Member may take accrued TOIL. If a Staff Member has insufficient leave or TOIL available, the Staff Member may either take three (3) days of annual leave in advance or leave without pay will be granted.

In the event that Staff are required to work for business and operational reasons during the Christmas and New Year Period, they may do so with the prior written approval of the Deputy Vice Chancellor of their Work Unit. Leave will not be deducted for the period of paid work, approved by the relevant Deputy Vice Chancellor of their Work Unit.

34. Personal and Carer's Leave

Personal/carer's leave covers both sick leave and carer's leave and may be granted, subject to available leave accrual, in the following circumstances:

- (a) If a Staff Member is unfit for work because of personal illness or injury;
- (b) To provide care or support to a member of their immediate family or household because of a personal illness, injury or unexpected emergency; or
- (c) Due to instances of domestic violence (leave taken in accordance with Clause 36, Domestic and Family Violence Leave at first instance has been exhausted).

Personal/carer's leave may be claimed during a period of Annual Leave or Long Service Leave.

34.2 Entitlement

- (a) Full-Time Staff are entitled to 15 days personal/carer's leave each year. The 15 days accrues from year to year.
- (b) Part-Time Staff are entitled to a pro rata amount of personal/carer's leave, according to the number of ordinary hours worked.
- (c) Personal/carer's Leave will accrue on a pro rata basis and be credited to Staff at the end of each pay fortnight.
- (d) Personal/carer's leave continues to accrue when Staff take periods of paid leave but does not accrue on any form of unpaid leave.

34.3 Reporting, recording and evidence requirements

- (a) Staff must advise their Supervisor as soon as practicable of their absence or their intention to be absent, expected duration of the absence and apply for leave immediately on their return to work.
- (b) A medical certificate or other supporting evidence from the Staff Member's treating Registered Medical Practitioner is required for absences of four (4) or more consecutive days.
- (c) Where a pattern of recurring absences has been identified for example (but not limited to) absent on Friday/Monday, absent before or after public holidays, the Supervisor may require the Staff Member to provide a medical certificate from the Staff Member's treating Registered Medical Practitioner for each occurrence of personal leave, including for periods of less than 3 days. This requirement will continue for a reasonable period of time, not usually exceeding 6 months. The period may be reviewed by the Director, HR, at the request of the Staff Member.
- (d) Staff who return to the University after a break in service of not more than 3 months, or in the case of Fixed Term Academic Staff in consecutive semesters will have their previous unused personal/carer's leave credit reinstated.
- (e) Unused personal/carer's leave will not be paid out on separation, or in any other circumstances.
- (f) Where paid personal/carer's leave is exhausted the Staff Member is eligible for unpaid personal/carer's leave or may apply for other forms of leave as applicable.

34.4 Unpaid personal and carer's leave

- (a) All Staff, including casual Staff are entitled to take 2 days of unpaid carer's leave for each occasion a Staff Member's immediate family or household requires care or support because of

a personal illness, injury or an unexpected emergency to which the Staff Member and the Supervisor agree.

- (b) Unpaid carer's leave will not be approved if Staff have paid personal/carer's leave available. This does not apply to casuals who do not have an entitlement to paid personal/carer's leave.

35. Compassionate Leave

Staff Members (other than casual Staff) are entitled to 3 days paid Compassionate Leave on each permissible occasion when a member of the Staff Member's immediate family, or a member of the Staff Member's household:

- (a) Contracts or develops a personal illness that poses a serious threat to their life;
- (b) Sustains a personal injury that poses a serious threat to their life; or
- (c) Dies.

Part-Time Staff will be entitled to a pro-rata amount of compassionate leave.

35.2 Taking compassionate leave

Staff may take Compassionate Leave for each permissible occasion as:

- (a) A single continuous 3 day period;
- (b) 3 separate periods of 1 day each; or
- (c) Any separate periods to which the Staff Member and their Supervisor agree.

35.3 Notice and evidence

- (a) Staff must notify their Supervisor as soon as practicable (which may be a time after the leave has started); and of the period, or expected period, of the leave.
- (b) Staff may be asked to provide appropriate evidence to support their application for Compassionate Leave.

35.4 Further periods of leave

Where a Staff Member has exhausted their entitlement to paid compassionate leave they will be eligible for leave without pay or other forms of paid leave as applicable.

35.5 Casual Staff

Casual Staff are entitled to 2 days unpaid Compassionate Leave per occasion to not be available to attend work, or to leave work, subject to the provision of appropriate evidence to support their application for Compassionate Leave

36. Domestic and Family Violence Leave

- (a) The University is committed to providing a supportive and safe workplace to Staff that experience family and domestic violence and will not disadvantage a Staff Member because of the consequences of family or domestic violence.
- (b) Domestic and Family Violence Leave may be taken as follows:
 - (i) In each calendar year, Staff Members (other than Casuals) are entitled to take up to 10 days paid leave in total per calendar year, in accordance with the Leave Procedure for absences arising from instances of Domestic and Family Violence.
 - (ii) Where paid Domestic and Family Violence Leave is exhausted the Staff Member is eligible to apply for paid Personal and Carer's Leave.

- (iii) Part-Time Staff will be entitled to an equivalent pro-rata amount of Domestic and Family Violence Leave.
- (iv) Domestic and Family Violence leave does not accumulate from one year to the next.
- (v) The University will provide support to a Staff Member experiencing domestic violence by approving reasonable requests for leave.
- (vi) Staff may be asked to provide appropriate evidence to support their application in instances of domestic violence. Any evidence provided by the Staff Member will be treated confidentially.
- (vii) Any dispute as to the validity of a claimed absence will be referred to the Director, HR for determination.

37. Long Service Leave

37.1 Entitlement

- (a) Full-Time Staff are entitled to long service leave once they have completed 7 years continuous service. Long service leave accrues at 1.3 weeks per completed year of service.
- (b) Part-Time Staff are entitled to a pro-rata amount of LSL for each completed year of service after 7 years of continuous service.
- (c) Fixed term and casual Staff are entitled to a pro-rata amount based on the calculation of the number of hours worked over the entitlement period, and paid after 7 years of continuous service.

Continuous service is considered to be service with breaks of no more than 3 months from the end of the contract of employment to the beginning of the next contract of employment except for fixed-term and casual Staff will not be broken by the interval between employment in consecutive semesters.

37.2 Recognition of commencement date from another Australian University for the purpose of long service leave only

- (a) Where a Staff Member has prior continuous service with another Australian University, the University will recognise the date the Staff Member commenced with their previous University for the purpose of determining the service period required to be eligible to take Long Service Leave. The University will however, only make payment for the period of continuous service undertaken by the Staff Member whilst employed by the University. Prior to being able to take long service leave the Staff Member must complete a minimum 3 years continuous paid service at the University.
- (b) Continuous service is considered to be service with breaks of no more than 3 months between positions held at the University and 2 months between breaks in service between other universities and the University.
- (c) Recognition of prior service does not apply to Staff whose salary is paid from external funds that do not make provision for long service, including grants from bodies such as ARC and NHMRC.

37.3 Applying for Long Service Leave

- (a) Staff must take a minimum of 2 weeks leave per instance. Dates for Long Service Leave must be agreed with their Supervisor and Supervisors must act reasonably in agreeing dates for Long Service Leave.
- (b) Staff must apply in writing at least 6 months' prior to taking the leave. The notice period may be reduced by agreement between the Staff Member and the Dean or Director of the Work Unit.
- (c) Applications from Academic Staff with teaching responsibilities may not extend over more than 1 semester unless more than 6 months Long Service Leave is taken.

- (d) Applications for Long Service Leave may be declined due to genuine operational requirements. The fact that the leave would occur during a teaching period does not in and of itself provide a basis to decline a request unless other staff within the same Work Unit will be on leave or otherwise unavailable at the relevant time.
- (e) Where an application for Long Service Leave is declined, the Head of the Work Unit will advise the staff member for the reasons for their decision, and will agree an alternative period for the leave to be taken.

37.4 Direction to Take Long Service Leave

- (a) Any Staff Member whose accrued Long Service Leave entitlement equals or exceeds 15 weeks (pro rata for Part-Time Staff) may be directed in writing to take up to 6 weeks (pro rata for Part-Time Staff) of their accrued Long Service Leave entitlement within the following 12 month period.
- (b) The time of taking Long Service Leave will be determined by the University, having regard to teaching and peak workload periods and operational requirements and any matters raised by the Staff Member, including having regard to the Staff Member's leave plan developed in accordance with Clause 32.1(a) above.
- (c) Where agreement cannot be reached about when leave is to be taken, the University may direct the Staff member to take leave provided the employee is given at least 2 months' notice in writing from the date upon which the leave is to commence.
- (d) Staff will not be directed to take long service within 24 months of their date of retirement, subject to written notification of the intended retirement date.

37.5 2020 Cohort

- (a) In 2020 it is expected that the University will have a significant reduction in the number of school leavers applying to attend university as a result of the introduction of the Prep Year into Queensland Schools. This is expected to cause a reduction in the number of students at the University in 2020 and subsequent 2 years.
- (b) One way in which the University can minimise the impact of the 2020 cohort and improve job security will be to manage leave accruals and the taking of leave in 2020 and 2021.
- (c) Between 1 January 2020 and 31 December 2021 any Staff Member whose accrued Long service leave entitlement equals or exceeds 13 weeks, (pro rata for Part-Time Staff) may be directed in writing to take leave so that their accrued long service leave balance will be no greater than 9 weeks.

37.6 Cashing out Long Service Leave

- (a) Staff may request in writing to cash out any long service leave in excess of 15 weeks at their Ordinary Rate of Pay.

38. Parental Leave

The University will provide paid and unpaid Parental Leave to Staff Members in accordance with this clause, the Act and the Parental Leave Procedure.

Where paid and unpaid leave is taken the total period of leave will not exceed the entitlements to unpaid leave provided for in the Act.

38.1 Definitions

The following definitions apply to this clause:

- (a) **Initial Primary Care Giver** – is the person who is the primary carer at the placement of an adopted child.
- (b) **Primary Care Giver** – is either parent, but for the purpose of this definition, not the birth mother.

- (c) **Partner** – the Partner of the Birth Mother, or Partner of the Initial Primary Carer Giver.
- (d) **Surrogate Mother** - A woman who is pregnant for the purpose of carrying a baby to term for another parent/s, including for adoption.
- (e) **Birth Mother** – a woman who gives birth to the child.

38.2 Entitlements

- (a) Staff (excluding casuals) who have at least 12 months continuous service at the University prior to the commencement of parental leave or the date of birth or adoption of a child under school age, are entitled to paid parental leave.
- (b) Casual Staff who have at least 12 months continuous service at the University and Staff who do not have 12 months continuous service at the University prior to the commencement of parental leave or the date of birth or adoption of a child under school age, are entitled to unpaid leave.
- (c) Leave entitlements are as follows:

PROVISION	ENTITLEMENT
Paid Maternity Leave	<p><u>Period of Leave Less than 12 months</u></p> <p>Where the Birth Mother proposes to take less than or up to 12 months leave from the workplace the Birth Mother is entitled to either:</p> <ul style="list-style-type: none"> (d) up to 26 weeks continuous leave taken no later than the birth of the child (or 52 weeks on 50% of salary); or (e) up to 20 weeks continuous leave taken no later than the birth of the child (or 40 weeks on 50% of salary) and 1 day per week of paid leave for the first 30 weeks after the Staff Member returns to work. <p>Unpaid leave will otherwise be provided under the Fair Work Act.</p> <p><u>Period of Leave over 12 months</u></p> <p>Where the Birth Mother proposes to take more than 12 months leave from the workplace the Birth Mother is entitled to:</p> <ul style="list-style-type: none"> (a) 26 weeks paid continuous leave taken from the date of the birth of the child. (b) The 26 weeks leave may be taken on full pay or 52 weeks on 50% of salary. <p>Unpaid leave will otherwise be provided under the Fair Work Act.</p>
Paid Maternity Leave in the event of miscarriage / stillbirth	<p>Where the pregnancy lasted at least 20 weeks and ended in miscarriage or stillbirth, the Birth Mother is entitled to six weeks paid leave.</p> <p>Unpaid leave will otherwise be provided under the Fair Work Act.</p>
Maternity Leave in the event of miscarriage / stillbirth	<p>Where the pregnancy did not reach 20 weeks' gestation, and ended in miscarriage or stillbirth, the Birth Mother is entitled to take paid personal/ carers leave and/or unpaid leave.</p>
Paid Adoption Leave	<p>Paid adoption leave is available where a child is under five years of age at the time of placement.</p> <p><u>Period of Leave Less than 12 months</u></p>

PROVISION	ENTITLEMENT
	<p>Where the parent who is the Initial Primary Care Giver proposes to take up to 12 months leave from the workplace the Initial Primary Care Giver is entitled to either:</p> <ul style="list-style-type: none"> (a) up to 26 weeks continuous leave taken no later than the placement of the child (or 52 weeks on 50% of salary); or (b) 20 weeks paid continuous leave taken from the date the child is placed (or 40 weeks on 50% of salary) and 1 day per week of paid leave for the first 30 weeks after the Staff Member returns to work. <p>Unpaid leave will otherwise be provided under the Fair Work Act.</p> <p><u>Period of Leave over 12 months</u></p> <p>Where the Initial Primary Care Giver proposes taking more 12 months leave from the workplace the Initial Primary Care Giver is entitled to:</p> <ul style="list-style-type: none"> (a) 26 weeks paid continuous leave taken from the date of the placement of the child. (b) The 26 weeks leave may be taken on full pay or 52 weeks on 50% of salary. <p>Unpaid leave will otherwise be provided under the Fair Work Act.</p>
Unpaid Adoption Leave	Unpaid adoption leave is available where the adopted child is aged sixteen years or younger in accordance with the Fair Work Act.
Paid Surrogacy Leave	<p>The Surrogate Mother is entitled to take up to 12 weeks Paid Surrogacy Leave.</p> <p>Paid Surrogacy Leave may commence up to 6 weeks prior to the expected birth of the child.</p> <p>The entitlement to Paid Surrogacy Leave ceases 6 weeks after the birth of the child.</p>
Paid Partner Leave	<p>A Partner is entitled to 5 days paid leave to be taken within the 7 week period which starts a week before the expected date of birth or placement and concludes 6 weeks after the birth.</p> <p>Paid Partner Leave may occur simultaneously with Paid Maternity Leave or Paid Adoption/Surrogacy Leave.</p> <p>Unpaid leave will otherwise be provided under the Fair Work Act.</p>
Change of Primary Care Giver Leave where both parents are University Staff Members	<p>Paid Parental Leave may be shared between Staff Members who are partners and both work at the University where:</p> <ul style="list-style-type: none"> (a) Both Staff Members have 12 months continuous service at the date of commencement of parental or adoption leave; and (b) The primary caregiver responsibilities are shared. <p>Where a Staff Member and their partner who is also a University Staff Member share the entitlement to paid Parental or Adoption Leave (up to 26 weeks), this will not reduce the entitlement to one weeks Parental Leave – Partner Leave available to the Staff Member who is not the Birth Mother.</p> <p>Where a Staff Member couple elect to share a period of Parental Leave (paid), the leave must:</p>

PROVISION	ENTITLEMENT
	<p>(a) For the couple, not exceed an aggregate of 26 weeks*;</p> <p>(b) The Staff Member and their partner must take the leave in a single unbroken period;</p> <p>(c) The first Staff Member must have commenced Parental Leave no later than the birth of the child or the placement of the child in the case of adoption.</p> <p>(d) Apart from the period of Paid Partner Leave, both parents must take leave in separate, continuous periods.</p> <p>The Partner who has become Primary Care Giver may apply to take a further 12 months leave without pay, extending the period of leave up until the child reaches the age of two in accordance with the Fair Work Act.</p> <p>* A Staff Member's entitlement to parental leave is reduced by any period of parental leave taken by their partner in respect of birth or adoption of the same child. This excludes the period of 5 days partner leave.</p>
<p>Change of Primary Care Giver Leave where Partner is a Staff Member</p>	<p>If the Partner, who is a Staff member, is not the Primary Care Giver, but becomes the Primary Care Giver within the first 26 weeks of birth or placement of the child, the Partner will be entitled to 26 weeks paid leave, where the total paid parental leave from the University does not exceed 26 weeks*.</p> <p>The leave must be taken within the first 12 months of the child's life and may be taken on full pay or on 50% of salary. If leave is taken on half pay, the period of paid leave on half pay will cease when the child turns one, and the entitlement will be reduced.</p> <p>If the Partner becomes the Primary Care Giver after the first 26 weeks of the child's life or placement, the Partner will be entitled to paid leave for the balance of the period up to 26 weeks* until the child turns one.</p> <p>The Partner who has become primary carer may apply to take a further 12 months leave without pay, extending the period of leave up until the child reaches the age of two.</p> <p>* A Staff Member's entitlement to parental leave is reduced by any period of parental leave taken by their partner in respect of birth or adoption of the same child. This excludes the period of 5 days partner leave.</p>
<p>Unpaid Parental Leave</p>	<p>Staff (including eligible casual Staff), who complete at least 12 months continuous service at the date of commencing leave are eligible for up to 52 weeks unpaid parental leave if they are the primary carer of the child.</p> <p>Staff (excluding casual Staff), who have completed less than 12 months continuous service at the date of commencing leave are eligible for up to 26 weeks unpaid parental leave if they are the primary carer of the child.</p> <p>If the Partner becomes the primary carer of the child, the Staff Member is entitled to the balance of the unpaid parental leave, less the 5 days Paid Partner Leave. The Staff Member may request a further period of up to 12 months in accordance with the Act.</p> <p>Where both parents take unpaid parental leave it must be taken in separate, continuous periods, with the exception of concurrent leave.</p> <p>All Staff (regardless of length of service) are entitled to up to two days of unpaid (pre-adoption) leave to attend any interviews or examinations required in order to obtain approval for the adoption of a child.</p>

38.3 Transfer to a Safe Job

- (a) Where illness or risks arising out of pregnancy or hazards connected with the work make it inadvisable for a pregnant Staff Member to continue in her current position, and it is supported by appropriate medical evidence, the Staff Member will be entitled to be transferred to a safe job for the duration of the risk period that has:
 - (i) the same ordinary hours of work as the Staff Member's substantive position;
 - (ii) a different number of ordinary hours agreed to by the Staff Member; or
 - (iii) placed on paid special leave for the duration of the risk period, at the Staff Member's base rate of pay for the ordinary hours of work in the risk period.
- (b) If the Staff Member's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

38.4 Consultation with Staff Member during parental leave

- (a) Where the University proposes to introduce major changes that are likely to impact on a Staff Member's position while they are on parental leave the University will:
 - (i) provide the Staff Member with information about the change; and
 - (ii) consult with the Staff Member regarding the impact of the proposed change on the Staff Member's position in accordance with provisions of Clause 42, Change Management and Consultation.

38.5 Return to Work

- (a) Staff are guaranteed to return to work immediately following a period of parental leave entitling them to:
 - (i) Their pre-Parental Leave position; or
 - (ii) If that position no longer exists, the University will manage the placement of the Staff Member in accordance with the provisions of Clause 43, Redeployment and Redundancy.
- (b) Full-Time Staff will be entitled to return to work on a Part-Time basis. A return to work on a Part-Time basis should not exceed two years from date of resuming duties. The Staff Member shall be entitled to return to the position held before commencing parental leave, by giving 8 weeks' notice.
- (c) An eligible Staff Member, who has responsibility for the care of a child, may request to return to a flexible working arrangement, including returning to work Part-Time. The University will consider the request taking into account the effect on the workplace and will only refuse the request on reasonable business grounds.

38.6 Continuity of Service

- (a) The period of paid Parental Leave will be considered continuous service and will not constitute a break in service.
- (b) The period of unpaid Parental Leave in excess of 26 weeks will not be considered continuous service, but will not constitute a break in service.
- (c) The annual leave entitlement will accrue for the period which the paid leave has been granted.

38.7 Keeping in Touch Days

- (a) Where agreement between the University and the Staff Member has been reached, a Staff Member may participate in up to 10 'keeping in touch' days, at any time after six weeks from the child's date of birth and placement.

- (b) The Staff Member will be paid at their ordinary hourly rate for this time. Keeping in touch days will count as service for all purposes, extends the period of Paid Parental Leave but does not extend the total period of Parental leave.

38.8 Superannuation

During any period of paid leave granted pursuant to this clause, the University will continue to pay contributions towards the Staff Member's superannuation benefits, and the Staff Member will continue their superannuation scheme contributions during any period of paid leave granted pursuant to this clause.

39. Other leave

Leave provided to Staff Members under this clause, is non-accruing leave.

Staff Members may be requested to provide evidence to support an application for leave under this clause.

39.1 State Emergency Services Leave

A Staff Member (other than a casual Staff Member) who is a member of a State Emergency Service, fire-fighting service, search and rescue unit or other recognised volunteer service organisation that requires a Staff Member to assist in an emergency situation, when required, will be granted up to 5 days per calendar year with pay. Part-Time Staff will be entitled to a pro-rata amount of State Emergency Services Leave.

39.2 Volunteering Leave

A Staff Member may apply for up to 2 days per calendar year to be deducted from their Personal/Carers Leave balance to undertake voluntary work for a not-for-profit community organisation.

39.3 Jury Service

A Staff Member (other than a casual Staff Member) who is required to attend for Jury Service or to attend any court of law as a witness during their ordinary working hours will be granted paid leave for their ordinary hours of work. Paid leave is conditional upon production of a certificate from the Court indicating attendance is required and forwarding of the payment received to the University.

39.4 Cultural Leave

A Staff Member (other than a casual Staff Member) is entitled to a maximum of 5 days paid leave per calendar year to participate in Cultural Leave for the sole purpose of observing holy days or to attend essential religious or cultural duties associated with their particular religious faith, culture or tradition. Part-Time Staff will be entitled to a pro-rata amount of Cultural Leave.

Aboriginal and/or Torres Strait Islander Staff Members (other than casual) are entitled to a maximum of 5 days paid leave per calendar year to participate in or fulfil cultural obligations related to the culture and/or community group with which they identify. Part-Time Staff will be entitled to a pro-rata amount of Cultural Leave.

Casual Aboriginal and/or Torres Strait Islander Staff Members are entitled to a maximum of 5 days unpaid leave.

39.5 Defence Force Reservist Leave

A Staff Member (other than a Casual Staff Member) who is a member of the Defence Force Reservist will be granted up to 4 weeks per year paid leave to undertake service and up to two (2 weeks) paid leave to attend compulsory training. Part-Time Staff will be entitled to a pro-rata amount of leave.

39.6 Natural Disaster Leave

Paid leave will be granted to Staff that are unable to attend their rostered or normal work as a result of floods, cyclonic disturbances, bushfires or earthquakes.

Paid leave will be granted to Staff that are required to leave work in order to ensure their own safety, protection of their family and/or property, or to access transport facilities which may later be disrupted or discontinued because of weather conditions for the remainder of the day.

39.7 Trade Union Training Leave

- (a) A Staff Member (other than a casual Staff Member) may apply for up to 5 days paid leave per calendar year to attend Trade Union Training courses, conferences, or seminars. Part-Time Staff will be entitled to a pro-rata amount of leave.
- (b) A maximum of two Staff Members per year who are elected to both the National Tertiary Education Union Division and National Council may apply for up to a total of 2 additional days paid leave per calendar year to attend Division Council meetings, National Council meetings or Division and National conferences.

39.8 Special Sporting Leave

A Staff Member (other than a casual Staff Member) may be granted up to 5 days paid leave per calendar year when they are selected as a competitor, coach, official or umpire/referee to participate in state, national or international sporting events or competitions in sports of national significance. These will normally be recognised by the International Olympic or Commonwealth Games Committee.

Where a Staff Member receives payment: paid leave will be granted on the basis that the Staff Member provides any payments for being a competitor, coach, official or umpire/referee to the University.

40. Leave without Pay

- (a) The University recognises that a Staff Member may wish to apply for periods of leave without pay where:
 - (i) they do not have an entitlement for paid leave; or
 - (ii) they have exhausted their paid leave entitlements.
- (b) Leave without pay is not an entitlement. The University recognises there are occasions where leave without pay can bring benefit to the University.
- (c) Unpaid personal and carers leave is subject to the specific provisions of clause 34.3(f) above.
- (d) Any periods of leave without pay will not constitute breaks in service; however, it will not be recognised for the purpose of accruing eligibility for any other leave types, incremental advancement, special studies leave, and/or for the calculation of redundancy and/or severance benefits.
- (e) Any period of leave without pay during a probationary period will result in an adjustment to the probation date.

41. Public Holidays

Staff are entitled to be absent from work on a day that is a public holiday.

- (a) The following public holidays will be observed:
 - (i) New Year's Day 1 January;
 - (ii) Australia Day 26 January;
 - (iii) Good Friday as prescribed from year to year;
 - (iv) Easter Saturday where applicable;
 - (v) Easter Monday as prescribed from year to year;
 - (vi) Anzac Day 25 April;
 - (vii) Queen's Birthday First Monday in October;
 - (viii) Labour Day First Monday in May;

- (ix) Christmas Day 25 December; and
- (x) Boxing Day 26 December.

- (b) Any other day or part day declared or prescribed by or under a law of a state or territory to be observed generally within the State or Territory (or a region of a State or Territory) as a public holiday – for example a relevant Regional Show Day.
- (c) The Holidays Act 1993 provides for an additional public holiday to be added when Christmas Day, Boxing Day or New Year's Day falls on a weekend.
- (d) Where the Supervisor and Staff Member who is rostered to work on a public holiday agree, the Staff Member may work another day instead of the public holiday. The Supervisor must not exert undue influence or pressure on the Staff Member in relation to agreeing to substitute a public holiday for another day.
- (e) A Staff Member who is rostered to work on a public holiday, but is not required to work will be paid for the day at ordinary rate of pay for the hours they would normally work on that day.
- (f) Where a public holiday falls on a rostered day off, the Staff Member will be entitled to a day off in lieu at ordinary time which may be taken at an alternative time within the calendar year by agreement with their Supervisor.
- (g) Where a Staff Member is required to perform work duties (including training) at an alternative location to their usual place of work on the Show Day holiday they will be given a day off in lieu, to be taken by mutual agreement with their Supervisor. In all cases a Staff Member is only entitled to leave on full pay for a Show Holiday once each calendar year.

Part D – Consultation and Change

42. Change Management and Consultation

42.1 Major Workplace Change

Where the University proposes to introduce changes that are likely to have a significant effect on Staff the following process will be observed:

(a) Preliminary consideration of change

- (i) Where the University, through the Head of the Work Unit, has made a decision to consider change which is likely to lead to the development of a formal change proposal, where practical the Head of the Work Unit will undertake informal discussions with directly affected Staff.
- (ii) Any informal discussions will involve all Staff that will be directly affected by the change.
- (iii) The JCC will be advised when informal consultation is occurring.
- (iv) Directly affected Staff includes all Staff that hold a substantive position in the work area that is affected by the change. This includes Staff on secondment or approved leave.
- (v) The formal change process in Clause 42.1(b) will not apply where there are no significant effects on Staff and where all Staff Members in a work area who are directly affected by the change have been involved in the consideration of the change and those Staff Members agree with the proposed change.
- (vi) If affected Staff Members or their representative as defined in Clause 9, advise the University that they do not agree with the proposed change, then the formal change process will commence.

(b) Formal change process

- (i) The University will develop a formal change proposal where change is likely to have a 'Significant effect on Staff' as it is likely to lead to one or more of the following:
 - A. Termination of employment;
 - B. Major change in the composition, operation or size of the workforce, or the skills required by Staff;
 - C. The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - D. The alteration of hours of work for a Work Unit;
 - E. The need to retrain more than one (1) Staff Member within a Work Unit;
 - F. The need to relocate Staff to another workplace; or
 - G. The restructuring of jobs
- (ii) Where there is a specific change proposal, the University will issue documentation to directly affected Staff and where they choose, their representative where nominated as defined in Clause 9, outlining the change. The documentation will include:
 - A. The extent and nature of the change proposed, including where possible identifying what work is no longer to be done by anyone and what work will be transferred to other Staff;
 - B. Reasons for making the change;

- C. The aim of the change;
 - D. Timeframe for the change;
 - E. The impact of the change on casual Staffing; and
 - F. Any relevant financial information.
- (iii) In the process of this consultation, the University is not required to disclose "commercial in confidence" information to the relevant Staff or their representative where nominated as defined in Clause 9.
- (iv) Following consultation with affected Staff, and representative as defined in Clause 9, the University will circulate the change proposal to members of the JCC.
- (c) Consultation
- (i) The University will consult with Staff Members as groups and together with their representatives as defined in Clause 9 where nominated, in relation to the specific change proposal.
 - (ii) Consultation will include:
 - A. Circulation of specific proposals for consideration;
 - B. Opportunity from affected Staff, and representative as defined in Clause 9 (if requested) to provide written responses, including alternatives;
 - C. Meetings to discuss and examine the change proposal and alternatives; and;
 - D. Provision of relevant information related to the proposed change and its implementation.
 - (iii) Where change affects an individual Staff Member, consultation will include provision of relevant information and the opportunity to discuss the proposal with the Staff Member and their representative as defined in Clause 9 where nominated.
 - (iv) Consultation will include consideration of alternative ways of introducing the change, and measures to avoid detrimental impacts on Staff including voluntary measures such as retraining, redeployment, Part-Time work including transition to retirement contracts, job-share and opportunities for voluntary separation.
 - (v) 'Affected Staff' includes all Staff that hold a substantive position in the Work Area that is affected by the change. This includes Staff on secondment and/or approved leave.
 - (vi) Following consultation the University will prepare a Change Plan, which reflects its decision, taking into account issues and suggestions raised during consultation and the implementation plan it proposes. The Change Plan will include a response to the issues and suggestions raised during consultation and will where possible identify what work is no longer to be done by anyone and what work will be assumed or transferred to other Staff.
 - (vii) Where there is a decision which results in there being more Staff Members than positions, the Change Plan will contain the criteria and process that will be applied to determine the selection of Staff to be made redundant.
 - (viii) In implementing the Change Plan, the University will ensure that Staff Members are not disadvantaged by workloads greater than provided for in this Agreement, or loss of career prospects, as a result of change.
 - (ix) The Change Plan will be provided to affected Staff, their representatives as defined in Clause 9 where nominated, and the JCC.

42.2 Contracting Out and Outsourcing

- (a) The University may make intermittent use of contract labour to meet a short term need for particular expertise or a period of high demand for particular activities which cannot be met from existing Staff resources.
- (b) The University will consult with affected Staff and where they choose, their representative as defined in Clause 9, before engaging any contractors and/or labour hire firms beyond the circumstances outlined in Clause 42.2(a).
- (c) This consultation will provide an opportunity to comment on the scope of works to be contracted out and, where applicable, the conditions established in the tender documents and the opportunity to consider reasonable options for undertaking the work using in-house Staff. In this consultation, the University will communicate with the relevant Staff and their respective representative as defined in Clause 9 on/concerning issues including:
 - (i) safety;
 - (ii) anticipated number and qualifications (relevant to their expected role) of contract/labour hire Staff;
 - (iii) alterations in the working conditions for Staff covered by this Agreement caused by the proposed use of contractors or labour hire companies;
 - (iv) appropriate induction and site training (including Occupational Health and Safety) for contractor Staff; and
 - (v) the likely duration of the contracting arrangements.
- (d) In the process of this consultation, the University is not required to disclose "*commercial in confidence*" information to the relevant Staff or their respective representative as defined in Clause 9.
- (e) Any outsourcing proposal that will have an impact on Staff will be subject to the managing change provisions prescribed in this clause, except where this is not practicable in cases of emergency or in circumstances where buildings, plant, equipment, services or health and safety are threatened and appropriate University Staff Members are not readily available.

42.3 Change to Regular Hours or Rosters

Where the University proposes to introduce a change to the regular roster or ordinary hours of work of Staff Members the following process will be observed.

- (a) **Change Process**
 - (i) Where there is a specific change proposal, the University will issue documentation to directly affected Staff and where they choose, their representative as defined in Clause 9, outlining the change. The documentation will include:
 - A. all relevant information about the change, including the nature of the change; and
 - B. information about what the University reasonably believes will be the effects of the change on Staff; and
 - C. information about any other matters that the University reasonably believes are likely to affect Staff.
 - (ii) In the process of this consultation, the University is not required to disclose "*commercial in confidence*" information to the relevant Staff or their representative as defined in Clause 9.
 - (iii) The change proposal will be circulated to members of the JCC following consultation with affected Staff and their representative where nominated as defined in Clause 9.

(b) **Consultation**

- (i) As soon as practicable after proposing to introduce the change, the University must:
 - A. discuss with the relevant Staff the introduction of the change; and
 - B. invite the relevant Staff to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (ii) The University must give prompt and genuine consideration to matters raised about the change by Staff.

43. **Redeployment and Redundancy**

This clause does not apply to Staff on fixed term contracts, Research Contingent Staff, Casual Staff or Staff who are terminated due to Disciplinary Action or Underperformance in accordance with Clause 47.

43.1 **Principles**

- (a) Implementation of change and restructuring will, to the extent possible, emphasise retraining and redeployment options rather than redundancy.
- (b) Staff and management will engage in any workforce adjustment processes constructively and cooperatively.
- (c) Every reasonable effort will be made to ensure that job reductions occur through natural attrition and voluntary measures.
- (d) Transparent procedures and objective criteria will be used to identify positions as surplus.
- (e) A work unit may not refuse to accept a Staff Member awaiting redeployment who has a reasonable match of skills and experience for a vacant position.

43.2 **Grounds for Redundancy**

- (a) The University may decide that the duties performed by a Staff Member are no longer required for reasons of a financial, technological, structural or similar nature. Such reasons may include (but are not limited to):
 - (i) Financial and staffing constraints leading to the rearrangement of functions and classifications, reduced demand or other workload factors, technological change and development, or legislative change;
 - (ii) A decrease in student load or a decision to cease offering, or variation of the academic content in, any academic program or course or combination or mix of courses or subjects conducted on one or more campuses, financial exigency within an organisational unit or cost centre, and/or changes in technology or work methods;
 - (iii) Organisational productivity improvement or a restructure within the Staff Member's work area.

43.3 **Notification of Redundancy**

- (a) The University will act in accordance with Clause 42, Change Management and Consultation, and where a decision is made that a Staff Member's position is no longer required, notification under this clause will be provided.
- (b) A Staff Member whose position is no longer required, will be advised in writing that the position has become redundant, the reasons why this is to occur and the timeline for this action.
- (c) The Staff Member will also be advised that they can seek assistance from a representative as defined in Clause 9 and will be provided with a copy of this clause and the relevant policies and procedures.

- (d) The Staff Member will be entitled to a notice period of 8 weeks from the date of written notice (**Notification Period**)
- (e) The Staff Member may be redeployed within the Notification Period in accordance with Clause 43.4, Redeployment below.
- (f) A Staff Member may apply to have the Notification Period extended if he or she has taken personal/sick leave on account of illness during this period. The Director HR will not unreasonably reject such applications. Where accepted, the Notification Period will be extended by the period of leave covered by a medical certificate, up to a maximum of six (6) weeks.

43.4 Redeployment

- (a) The University will seek to redeploy a Staff Member whose position is no longer required into a suitable alternative position within the Notification Period.
- (b) A suitable alternative position means a position which has substantially the same duties, classification level and career standing as the redundant position, for which the Staff Member currently possesses the skills and experience (or could reasonably be expected to develop the required skills within a limited period) to satisfactorily perform the duties of the position.
- (c) There will be no impediments to the redeployment of a Staff Member caused by a transfer of accrued entitlement liability to a receiving area. The Staff Member will retain continuity of service and leave entitlements.
- (d) Where the University cannot identify a suitable alternative position the Staff Member may elect to seek redeployment to other positions. A Staff Member seeking redeployment will be considered for all suitable vacant positions. If the Staff Member meets the selection criteria for the position, or could be expected to meet the selection criteria with appropriate training within a reasonable timeframe, they will be appointed to the position.
- (e) Redeployment may include transfer to a suitable position elsewhere in the University, that is occupied by a Staff Member with continuing employment who expresses interest in terminating their employment with the University by way of a voluntary redundancy.
- (f) Where a Staff Member agrees to be redeployed to a position with a lower classification, salary maintenance of 26 weeks will be paid at the pre-transfer salary rate.
- (g) After receiving salary maintenance for a period of 26 weeks, the Staff Member will then be paid the salary applicable to the classification of the position into which redeployment occurred and a redundancy payment will not be applicable.
- (h) Staff who wish to use the redeployment period to find alternative work outside the University, will be provided with reasonable outplacement support and time for job search activities and attending interviews without loss of pay; and, where agreed by the Director, HR a program of training, reasonable travel and other expenses associated with these activities.
- (i) Staff will not be entitled to a redundancy payment where the University offers a suitable alternative position.

43.5 Date of Termination of Employment

- (a) If the Staff Member cannot be redeployed within the Notification Period, the University will notify the affected Staff Member in writing of the date of termination of employment, including details of the Redundancy Payment in accordance with Clause 43.6 below.
- (b) Should the Staff Member not wish to seek to be considered for redeployment, he or she may cease employment with the University on a date agreed between the Staff Member and the University.
- (c) A Staff Member who has chosen to be redeployed may at any time in the Notification Period advise that they no longer wish to seek redeployment, and may cease employment with the University on a date agreed.

- (d) The termination date shall be no later than the expiration of the Notification Period, or a later date by agreement between the Staff Member and the University.
- (e) If the date of termination falls within the Notification Period, the Staff Member will be paid the balance of the Notification Period remaining.

43.5

Redundancy Payment

- (a) A redundancy payment will comprise (A) + (B) + (C) + (D), plus the remaining balance of Notification Period (if any), as prescribed in Table 1 of this Clause 43.6(a), provided that (A) + (B) will not exceed 70 weeks in total.

Table 1		
A	Age of Staff Member	Weeks
	45 years or over	22 weeks
	40-44 years	20 weeks
	39 years or under	18 weeks
B	Each completed year of continuous service by the Staff Member	Weeks
	Less than and equal to 10 years	3 weeks for every year
	More than 10 years	2 weeks for every year in excess of 10 years
C	Payment of accrued Annual Leave and Annual Leave loading at date of termination.	
D	Payment of accrued and pro-rata Long Service Leave at date of termination. This only applies for Staff Members with seven or more years' continuous service.	

- (b) All payments will be calculated on the Staff Member's weekly Ordinary Rate of Pay for their ordinary hours of work except where Staff are regularly paid shift or penalty rates, where the salary used for calculation purposes will be based on the average of the Staff Member's fortnightly salary calculated over the preceding twelve months (including superannuable shift and penalty payments), at the date of ceasing employment.
- (c) For Staff who have worked a mix of Full-Time and Part-Time during their period of service, calculations will be based on the equivalent years of service at their employment fraction on the date of ceasing employment. For staff who have held casual appointments those will not be included in the calculations.

Part E – Conduct and Disputes

44. Dispute Resolution

- (a) If a dispute relates to a matter under this Agreement, or the NES, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the Staff Member or Staff Members concerned and the relevant line manager within ten working days.
- (b) A dispute may be raised by a Staff Member or their representative (as defined in Clause 9), with Director HRM who will attempt to resolve the issues with the parties to the dispute.
- (c) The University or a Staff Member who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.
- (d) The parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.
- (e) If discussions at the workplace level do not resolve the dispute, and appropriate steps have been taken, a party to the dispute may refer the matter to the Fair Work Commission.
- (f) The Fair Work Commission may deal with the dispute in 2 stages:
 - (i) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - A. arbitrate the dispute; and
 - B. make a determination that is binding on the parties.
- (g) Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements in section 228 of the Fair Work Act 2009.
- (h) While the parties are trying to resolve the dispute using the procedures in this clause:
 - (i) A Staff Member must continue to perform their work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) Work shall continue in the normal manner;
 - (iii) No industrial action shall be taken by any party to the dispute or to the Agreement;
 - (iv) The University shall not change work, staffing or the organisation of work if such is the subject of the dispute, or take any action likely to exacerbate the dispute.
- (i) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

45. Resolution of Complaints

- (a) The University will maintain a fair and transparent process for the resolution of complaints by Staff regarding employment related matters.
- (b) Resolution of complaints will be carried out in accordance with the Resolution of Complaints Policy and Procedure. This policy will not be amended without agreement from the JCC.
- (c) Where the University is required by legislation or Policy and Procedure to deal with a particular matter in another way or the matter is able to be dealt with under Clause 44, including but not

limited to complaints of Workplace Bullying, this procedure shall not be available, in which case a senior nominee from the Human Resources Department will advise the aggrieved Staff Member of the alternative procedures available

- (d) Where a University decision, action or inaction gives rise to a grievance, the University will, where possible refrain from such action, inaction, policy change or decision during the period that it takes for the complaint to be resolved. The status quo of the Staff member concerned, shall, where possible, remain unchanged in all other respects.
- (e) Where two (2) or more Staff Members believe they have a common grievance they may initiate grievance resolution procedures jointly and the matter shall be dealt with as a single grievance.
- (f) Grievance resolution procedures shall not be used to challenge decisions of the University Council, or/and procedures required by industrial legislation, regulations, awards or duly executed agreements between the University and a relevant Union.
- (g) The University agrees not to seek decisions of the University Council concerning any matter during the period the matter is subject to these procedures.
- (h) If the matter is not resolved after the parties have worked through the grievance process, either party has the right to refer the matter to the Fair Work Commission for resolution. Parties agree to be bound by the decision of the Fair Work Commission.
- (i) A Staff Member may be represented by a representative as defined in Clause 9 during a workplace grievance. However, Staff Members who are represented by a representative as defined in Clause 9 must continue to participate in the grievance process, including by attending meetings that relate to the grievance process.

46. Abandonment of Employment

Where a Staff Member has been absent from work for a continuous period of 5 business days without approval from their Supervisor, the following will apply:

- (a) The University will make reasonable attempts to contact the Staff Member (including where appropriate sending a registered letter), using their contact details such as their University email account (as last notified to the University), requiring the Staff Member to provide an explanation for the absence.
- (b) The Staff Member will be deemed to be on unauthorised leave without pay for the period of the absence. If the Director, HR considers there was reasonable cause for the absence, the Staff member may apply for an appropriate form of leave to cover the absence.
- (c) If the Staff Member establishes to the satisfaction of the Director, HR that there was a reasonable cause for their absence or they were on duty during the absence, their salary will be reinstated and they will be back paid for the period of absence.
- (d) If the Staff Member does not establish to the satisfaction of the Director, HR that there was a reasonable cause for their absence, they may apply for an appropriate form of leave to cover the absence, including leave without pay if applicable.
- (e) If the Staff Member does not establish to the satisfaction of the Director, HR that there was a reasonable cause for their absence, and the Staff Member resumes duty within 15 working days of the date of contact, the matter will be considered under Clause 48, Misconduct/Serious Misconduct.
- (f) If the Staff Member does not establish to the satisfaction of the Director, HR that there was a reasonable cause for their absence, and the Staff Member does not resume duty within 15 working days of the date of contact, the Staff Member will be deemed to have abandoned his/her employment and their contract terminated. In this case, the Staff Member will be entitled to payment up to the last day of their attendance for work and any outstanding leave entitlements. Payment will be made to the last bank account details notified to the University.
- (g) If the Staff Member fails to respond within 15 working days of the date of communication, the Staff Member will be deemed to have abandoned his/her employment and their contract

terminated without further payment. In this case, the Staff Member will be entitled to payment up to the last day of their attendance for work and any outstanding leave entitlements. Payment will be made to the last bank account details notified to the University.

47. Managing underperformance

Supervisors will provide Staff Members with regular feedback on their performance and will manage performance matters promptly and fairly. The University will apply the principles of procedural fairness to managing underperformance.

A Supervisor will attempt to resolve instances of underperformance informally using discussion, guidance, and counselling and/or Staff development.

Where informal measures do not result in desired outcomes, the Managing underperformance process will be initiated. The performance review cycle will cease and will not resume until the Staff Member's performance return to a satisfactory standard.

47.1 Stage 1 Process

- (a) Where a Supervisor is of the view that the performance of a Staff Member is unsatisfactory and the Staff Member's performance has not improved following discussion, guidance, counselling and/or Staff development, the Supervisor will meet with the Staff Member to discuss the performance concerns.
- (b) The Supervisor will:
 - (i) clearly state and document the performance deficiencies and the reasonable timeframe in which improvement is required; and
 - (ii) provide the Staff Member an opportunity to respond and discuss any mitigating circumstances; and
 - (iii) take further steps to resolve the underperformance, through informal further discussion, guidance, counselling and/or Staff development including directing the Staff Member to undertake measures to assist in improving performance.
- (c) Where the measures in Clause 47.1(b) result in the expected levels of improvement, the Supervisor will advise the Staff Member accordingly in writing.
- (d) Where the measures in Clause 47.1(b) are not successful in bringing about the expected level of improvements, the University will move to Stage 2.

47.2 Stage 2 Process

- (a) Where the Stage 1 Process has not brought about the improvement in performance required the Supervisor will raise the matter with the Head of the Work Unit.
- (b) The Supervisor will specify in writing a formal performance improvement plan which sets out the following:
 - (i) The specific areas of performance and/or conduct which are considered unsatisfactory and should be addressed by the Staff Member;
 - (ii) The nature of the improvement required;
 - (iii) The reasonable timeframe within which such improvement must occur;
 - (iv) The availability of appropriate professional development and/or other resources where appropriate;
 - (v) The date proposed for a review of the specific areas of performance.
- (c) The Staff Member will be entitled to 10 working days to respond to the Supervisor. The Supervisor must give due consideration to the Staff Member's response, and will either:

- (i) confirm the advice of underperformance and the remedial action required;
 - (ii) modify any or all of the particulars contained in the previous advice; or
 - (iii) withdraw the advice.
- (d) Where the Dean/Director and Supervisor are satisfied that the required improvement has been made within the time frame provided, they will advise the Staff Member in writing that their performance has improved, but that they will be monitored over a 12 month period. A copy of this letter, the performance improvement plan and all correspondence entered into will be placed on their HR file. If there is deterioration in performance within the 12 months monitoring period the formal process will recommence from the prior process and will take into account any additional performance concerns.
- (e) If the performance remains unsatisfactory after the review period, the Supervisor in conjunction with the Dean / Director will consider whether the Staff Member should be subject to a further performance improvement plan, or will issue a notice of intention to:
- (i) allocate reasonable other duties at the same level of responsibility (if available)to the Staff Member;
 - (ii) Issue a formal censure;
 - (iii) Reduce the Staff Member's work level, if this is practicable and work is available at a lower level;
 - (iv) withholding on an increment increase; or
 - (v) Terminate the Staff Member's employment.
- (f) The Staff Member will have 10 working days to show cause why this action should not be taken.
- (g) Prior to issuing a formal censure, the Dean/Director will require the approval of the relevant Deputy Vice Chancellor. Where any other form of action is considered this will require approval of the Senior Deputy Vice Chancellor.
- (h) A Staff Member may be represented in any meetings or discussions under this clause as provided for in Clause 9, Staff Support and Representation.
- (i) At any stage of the process the Staff Member may resign without notice by mutual agreement.

48. Misconduct/Serious Misconduct

48.1 General Principles

- (a) The principles of procedural fairness and natural justice will be applied to all Misconduct and Serious Misconduct processes outlined in this clause.
- (b) Matters involving underperformance are not considered Misconduct and are dealt with separately under Clause 47, Managing Underperformance.
- (c) A Staff Member may be assisted as outlined in Clause 9, Staff Support and Representation, throughout this process.
- (d) In the event of allegations of Serious Misconduct, the parties acknowledge that the University may have an obligation to refer the conduct to the Crime and Misconduct Commission. The parties acknowledge that such referral may impact on the timeframes and ability for the University to respond and investigate matters under this clause.
- (e) The confidentiality of all parties involved in the management of Misconduct and Serious Misconduct processes will be respected and all information gathered and recorded will remain confidential, subject to the University's obligations:
 - (i) to discharge its responsibilities under an Act;

- (ii) for a proceeding in a court or tribunal; or
- (iii) unless the person to whom the confidential information relates, consents in writing to the disclosure of the information or record; or if no consent is obtainable and such disclosure is unlikely to harm the interests of the person affected; or
- (iv) unless the information is already in the public domain.

48.2 Initial Informal Action - misconduct

- (a) Where a Supervisor has concerns about the conduct of a Staff Member the Supervisor will, initially, where appropriate to do so, attempt to deal with the conduct concerns informally and identify and discuss with the Staff Member:
 - (i) the specific conduct concerns;
 - (ii) any interim or specific corrective action required;
 - (iii) referral to any appropriate assistance and/or counselling required to address the issue/s; and
 - (iv) a reasonable timeframe in which to address the issue/s.
- (b) Where the Supervisor determines that the Staff Members' conduct does not constitute misconduct, the Staff Member will be advised and no further action will be taken under this clause.
- (c) The Supervisor and Staff Member will discuss reasons for the alleged misconduct and, if necessary the supervisor should seek, in the first instance, to improve the Staff Member's conduct through reasonable guidance, counselling or other appropriate action.
- (d) The Supervisor will review progress towards improving the identified conduct issue/s with the Staff Member regularly during the period of review.
- (e) Where the Staff Member's conduct is satisfactorily resolved through informal action, no further action will be taken.
- (f) Where the matter has not been resolved through initial discussions/actions, or it is not appropriate due to the nature of the allegations, the Supervisor will refer the matter to the Director, HR for consideration.
- (g) The Director, HR can determine whether the matter can be resolved informally or warrants further investigation or formal allegations. Where the Staff Member's conduct is not satisfactorily resolved through informal action, formal action will be taken.

48.3 Formal Action

- (a) Where the Director, HR concludes that there is a case to consider for any allegation(s) of Misconduct or Serious Misconduct against a Staff Member that if appropriate, cannot be informally resolved, the University will investigate the allegations. Any investigation will include providing the Staff Member with an opportunity to respond to the allegations.
- (b) The Director HR may appoint one (1) or more investigators to investigate the allegations. The Investigator may be internal or external to the University and must be independent to the parties and matter.
- (c) The Director, HR will provide the allegations to the Staff Member in writing. The Staff Member will have 10 working days from the receipt of the allegations to submit a written response to the Investigator.
- (d) Where possible and practicable the investigation should be conducted within twenty (20) working days of the Investigator being appointed or the Staff Member being advised in writing of the allegations requiring their response.

- (e) The Staff Member will be offered the opportunity to be interviewed by the Investigator and nominate people to be interviewed if relevant to the allegations.
- (f) Regardless of whether the Staff Member has responded or not responded, after giving the Staff Member an opportunity to respond, the Director HR will review all evidence.
- (g) Where the Director, HR determines that no formal action under these procedure is warranted, no further action will be taken and the Staff Member will be advised in writing of the decision.
- (h) Where the Director, HR considers that there has been Misconduct or Serious Misconduct, without reasonable excuse, the Director, HR will make a recommendation regarding appropriate Disciplinary Action. Where a censure is recommended by the Director HR, the decision will be made by the Deputy Vice Chancellor. Where any other Disciplinary Action is recommended by the Director HR, the decision will be made by the Senior Deputy Vice Chancellor.
- (i) The Staff Member will be provided written notice of the determination as to whether there has been any Misconduct or Serious Misconduct and any Disciplinary Action to be taken.
- (j) For the avoidance of doubt, in the event that a Staff Member has been found to have engaged in Serious Misconduct and their employment is subsequently terminated, no period of notice is payable to the Staff Member.

48.4 Opportunity to provide final submission

With the exception of a censure, the Staff Member will have the opportunity to provide the Vice-Chancellor with a written submission as to why the penalty or termination of employment should not be imposed. Any such submission must be made within (5) working days of receipt of the Senior Deputy Vice Chancellor's notice of decision.

48.5 Final Determination by Vice-Chancellor

Upon receipt of any written submission the Vice-Chancellor will provide the Staff Member with a final written determination within 10 working days of receipt of the submission.

All actions of the Vice Chancellor 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 the matter.

48.6 Suspension

- (a) The Director, HR may, at any time while the process for managing Misconduct or Serious Misconduct is in progress, suspend a Staff Member with pay, or without pay.
- (b) Suspension of a Staff Member without pay may occur where the alleged Misconduct or Serious Misconduct is of a nature that causes imminent and/or serious risk to the health or safety of a person; and/or the Staff Member's continued presence on campus otherwise presents a serious risk to the University, its Staff, students and/or visitors and/or could influence the impartiality of an investigation process. Where this occurs, the Staff Member may draw on accrued annual leave or long service leave entitlements. Any lost salary and other entitlements will be reimbursed if it is ultimately determined there has been no Misconduct or Serious Misconduct. A Staff Member can only be suspended without pay for a maximum of twenty (20) working days. Where suspension without pay occurs and there is genuine hardship the Senior Deputy Vice Chancellor may direct that salary be paid.
- (c) Where suspension without pay occurs at a time when the Staff Member is on a paid leave of absence, the Staff Member will continue to receive a salary for the period of leave of absence.
- (d) A Staff Member who has been suspended must not attend the grounds of the University without prior approval from the Director, HR. The Director, HR may, on application by the Staff Member, consider granting permission for a Staff Member to attend a specific part of the University for purposes such as preparing their response to the allegations.

49. Managing ill-health and injury

- (a) The University is committed to ensuring that ill and injured Staff are able to safely perform their duties. The Vice-Chancellor may require a Staff Member, whose capacity to perform the duties of their position is in doubt, to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.
- (b) The University will not terminate the employment of a Staff Member in circumstances prohibited by law, including the circumstances stated in section 352 of the *Fair Work Act 2009* (Cth) and regulation 3.01 of the *Fair Work Regulations 2009* (Cth) and section 232B of the *Workers' Compensation and Rehabilitation Act 2003* (Qld).
- (c) The Vice-Chancellor will provide the Staff Member with written notice of not less than four weeks that a medical examination is required. Where a Staff Member elects to apply to the relevant superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit in accordance with the rules of the superannuation fund, the requirement for a medical examination under Subclause (a) will lapse immediately and no further action will, subject to Subclause (d), be taken by the Vice-Chancellor under this Clause.
- (d) Where the superannuation fund:
 - (i) determines a Staff Member is ineligible because of a pre-existing medical condition; or
 - (ii) decides that a Staff Member, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decisionthe Vice-Chancellor may proceed under this Clause without further recourse to the provisions of Subclause (c).
- (e) A copy of the medical report made by the medical practitioner in accordance with Subclause (a) will be made available to the Vice-Chancellor and to the Staff Member.
- (f) If the medical examination reveals that the Staff Member is unable to perform assigned duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Vice-Chancellor may, subject to Subclause (g), terminate the employment of the Staff Member under the notice required by this Agreement. Prior to taking action to terminate the employment of the Staff Member, the Vice-Chancellor may offer the Staff Member the opportunity to submit a resignation and, if such a resignation is offered, will accept it and not proceed with action to terminate employment.
- (g) Within 14 days of the medical report being made available, if the Staff Member or their Nominated Representative requests, the Vice-Chancellor will not terminate the employment of the Staff Member under Subclause (f) unless and until the findings of the report are confirmed by either:
 - (iii) a panel consisting of three medical practitioners; one of whom will be appointed by the University, one by the Staff Member or by a person acting on the Staff Member's behalf, and one by the President of the State branch or Territory of the Australian Medical Association or their representative. The Panel will not include the medical practitioner who made the initial report; or
 - (iv) an independent medical specialist agreed between the Vice-Chancellor and the Staff Member.
- (h) In making an assessment as to whether or not a Staff Member is unable to perform assigned duties and is unlikely to be able to resume those duties within a reasonable period, the medical practitioner or panel of medical practitioners appointed in accordance with Subclause (g) will as far as possible, apply the same standards as are used by the Staff Member's superannuation scheme in determining qualification for the payment of a disablement pension or other similar benefit.

- (i) At any stage of these procedures, the Vice-Chancellor may construe a failure without reasonable cause by a Staff Member to undergo a medical examination that they were directed to attend as evidence at face value that they will be unable to perform their duties and may terminate the employment on the grounds of ill health.
- (j) Where employment ceases due to ill health, the number of years of continuous service required to have been completed by that Staff Member before being entitled to long service leave will be five (5) years.
- (k) Where the Superannuation Fund determines that a Staff Member is totally and permanently incapacitated, the University may terminate the Staff Member's employment without any or further recourse to the procedures specified in Subclause (a) and (c) to (i) above.

Schedule 1 Salaries

1. Academic Staff - Full-Time

Level	30/09/2017 1.5%	30/09/2018 1.5%	30/09/2019 1.6%	30/09/2020 2.0%	30/06/2021 2.0%
E	\$169,977.99	\$172,527.66	\$175,288.11	\$178,793.88	\$182,369.76
D10	\$132,780.27	\$134,771.98	\$136,928.34	\$139,666.91	\$142,460.25
20	\$137,152.89	\$139,210.19	\$141,437.56	\$144,266.32	\$147,151.65
30	\$141,530.59	\$143,653.55	\$145,952.01	\$148,871.06	\$151,848.49
40	\$145,904.22	\$148,092.79	\$150,462.28	\$153,471.53	\$156,540.97
C10	\$110,898.90	\$112,562.39	\$114,363.39	\$116,650.66	\$118,983.68
20	\$114,183.44	\$115,896.20	\$117,750.54	\$120,105.56	\$122,507.68
30	\$117,462.91	\$119,224.86	\$121,132.46	\$123,555.11	\$126,026.22
40	\$120,746.43	\$122,557.63	\$124,518.56	\$127,008.94	\$129,549.12
50	\$124,022.85	\$125,883.20	\$127,897.34	\$130,455.29	\$133,064.40
60	\$127,310.44	\$129,220.10	\$131,287.63	\$133,913.39	\$136,591.66
B10	\$91,206.89	\$92,575.00	\$94,056.20	\$95,937.33	\$97,856.08
20	\$94,491.43	\$95,908.81	\$97,443.36	\$99,392.23	\$101,380.08
30	\$97,769.88	\$99,236.43	\$100,824.22	\$102,840.71	\$104,897.53
40	\$101,054.42	\$102,570.24	\$104,211.37	\$106,295.60	\$108,421.52
50	\$104,334.90	\$105,899.93	\$107,594.33	\$109,746.22	\$111,941.15
60	\$107,619.44	\$109,233.74	\$110,981.48	\$113,201.11	\$115,465.14
A10	\$64,980.30	\$65,955.01	\$67,010.30	\$68,350.51	\$69,717.53
20	\$68,450.59	\$69,477.35	\$70,588.99	\$72,000.77	\$73,440.79
30	\$71,952.34	\$73,031.63	\$74,200.14	\$75,684.15	\$77,197.84
40	\$75,454.09	\$76,585.91	\$77,811.29	\$79,367.52	\$80,954.88
50	\$78,297.10	\$79,471.56	\$80,743.11	\$82,357.98	\$84,005.14

Level	30/09/2017 1.5%	30/09/2018 1.5%	30/09/2019 1.6%	30/09/2020 2.0%	30/06/2021 2.0%
60	\$81,141.13	\$82,358.25	\$83,675.99	\$85,349.51	\$87,056.51
70	\$83,986.18	\$85,245.98	\$86,609.92	\$88,342.12	\$90,108.97
80	\$86,829.19	\$88,131.63	\$89,541.74	\$91,332.58	\$93,159.24

2. Professional and Technical Staff - Full-Time

LEVEL	STEP	30/09/2017 1.5%	30/09/2018 1.5%	30/09/2019 1.6%	30/09/2020 2.0%	30/06/2021 2.0%
HEWL01 *Research Worker	10	\$45,595.83	\$46,279.77	\$47,020.25	\$47,960.66	\$48,919.88
	20	\$46,571.25	\$47,269.82	\$48,026.14	\$48,986.67	\$49,966.41
	30	\$47,547.68	\$48,260.90	\$49,033.08	\$50,013.75	\$51,014.03
HEWL02 *Research Worker	10	\$49,010.29	\$49,745.45	\$50,541.38	\$51,552.21	\$52,583.26
	20	\$50,235.40	\$50,988.94	\$51,804.77	\$52,840.87	\$53,897.69
	30	\$50,965.18	\$51,729.66	\$52,557.34	\$53,608.49	\$54,680.66
HEWL03 *Research Worker	10	\$51,453.40	\$52,225.21	\$53,060.82	\$54,122.04	\$55,204.49
	20	\$53,409.30	\$54,210.44	\$55,077.81	\$56,179.37	\$57,302.96
	30	\$55,360.13	\$56,190.54	\$57,089.59	\$58,231.39	\$59,396.02
	40	\$57,555.58	\$58,418.92	\$59,353.63	\$60,540.71	\$61,751.53
HEWL04 *Research Worker	10	\$58,778.65	\$59,660.33	\$60,614.90	\$61,827.20	\$63,063.75
	20	\$60,000.71	\$60,900.73	\$61,875.15	\$63,112.66	\$64,374.92
	30	\$61,220.74	\$62,139.06	\$63,133.29	\$64,395.96	\$65,683.88
	40	\$62,439.76	\$63,376.36	\$64,390.39	\$65,678.20	\$66,991.77
HEWL05 *Research Worker	10	\$63,661.82	\$64,616.75	\$65,650.62	\$66,963.64	\$68,302.92
	20	\$66,589.08	\$67,587.92	\$68,669.33	\$70,042.72	\$71,443.58
	30	\$69,523.44	\$70,566.30	\$71,695.37	\$73,129.28	\$74,591.87
	40	\$72,207.10	\$73,290.21	\$74,462.86	\$75,952.12	\$77,471.17

LEVEL	STEP	30/09/2017 1.5%	30/09/2018 1.5%	30/09/2019 1.6%	30/09/2020 2.0%	30/06/2021 2.0%
HEWL06 *Research Worker	10	\$73,429.16	\$74,530.60	\$75,723.09	\$77,237.56	\$78,782.32
	20	\$75,381.01	\$76,511.73	\$77,735.92	\$79,290.64	\$80,876.46
	30	\$77,334.88	\$78,494.91	\$79,750.83	\$81,345.85	\$82,972.77
	40	\$79,531.34	\$80,724.32	\$82,015.91	\$83,656.23	\$85,329.36
HEWL07 *Research Worker	10	\$80,751.37	\$81,962.65	\$83,274.06	\$84,939.55	\$86,638.35
	20	\$83,683.71	\$84,938.97	\$86,298.00	\$88,023.96	\$89,784.44
	30	\$86,610.97	\$87,910.14	\$89,316.71	\$91,103.05	\$92,925.12
	40	\$89,295.64	\$90,635.08	\$92,085.25	\$93,926.96	\$95,805.50
HEWL08	10	\$90,519.73	\$91,877.53	\$93,347.58	\$95,214.54	\$97,118.84
	20	\$94,913.67	\$96,337.38	\$97,878.78	\$99,836.36	\$101,833.09
	30	\$99,308.62	\$100,798.25	\$102,411.03	\$104,459.26	\$106,548.45
	40	\$103,946.15	\$105,505.35	\$107,193.44	\$109,337.31	\$111,524.06
HEWL09	10	\$105,197.65	\$106,775.62	\$108,484.03	\$110,653.72	\$112,866.80
	20	\$107,118.03	\$108,724.81	\$110,464.41	\$112,673.70	\$114,927.18
	30	\$109,070.89	\$110,706.96	\$112,478.28	\$114,727.85	\$117,022.41
	40	\$111,269.38	\$112,938.43	\$114,745.45	\$117,040.36	\$119,381.17
HEWL10	A	\$112,492.45	\$114,179.84	\$116,006.72	\$118,326.86	\$120,693.40
HEWL10	B	\$123,873.65	\$125,731.76	\$127,743.47	\$130,298.34	\$132,904.31

3. Casual Academic Staff

3.1 Casual Academic Duties and Rates

Casual Academic Staff are paid for work performed on an hourly basis as per the rates in table 1. Staff engaged in lecturing, tutoring or clinical activities will also be provided associated preparation time as per the rates in table 2.

The hourly rate of pay for preparation in Table 2 should be paid at the same rate as the lecturing and tutoring for which the preparation has taken place.

TABLE 1

Rate	Hourly Rate From Commencement	Hourly Rate 30/09/2017	Hourly Rate 30/09/2018	Hourly Rate 30/09/2019	Hourly Rate 30/09/2020	Hourly Rate 30/06/2021
Lecturing and High Level Marking activities	\$58.85	\$59.74	\$60.64	\$61.62	\$62.86	\$64.12
Tutoring and Other Academic Activities Requiring Full Subject Coordination or Where the Staff Member Holds a PhD	\$50.38	\$51.14	\$51.91	\$52.75	\$53.81	\$54.89
Tutoring and/or Other Academic Duties	\$42.34	\$42.98	\$43.63	\$44.33	\$45.22	\$46.13
Medically and/or Dental Science qualified demonstrators	\$88.50	\$89.83	\$91.18	\$92.64	\$94.50	\$96.39

Lecturing and High level marking includes:

- Lecturing or
- Marking Moderator
- Marking requiring Academic level B judgement

Tutoring and Other Academic Activities Requiring Full Subject Coordination or Where the Staff Member Holds a PhD includes:

- Tutoring where full subject coordination is required or
- Tutoring where the Staff Member holds a relevant PhD or
- Repeat tutorial where the Staff Member holds a PhD
- Clinical Education where full subject coordination is required or
- Clinical Education where the Educator holds a PhD or
- Casual Marking where subject coordination is required or
- Casual marking where the Staff Member holds a PhD
- Other Required Academic Duties where full subject coordination is required or
- Other Required Academic Duties where the Staff Member holds a PhD

Tutoring and/or Other Academic Duties includes:

- Casual Tutoring or
- Casual Tutoring where it is a repeat tutorial or

- Clinical Education where little or normal preparation is required
- Standard marking or
- Practical classes, demonstrations and workshops or
- Development of teaching and subject materials or
- Consultation with students or
- Attendance at meeting or training or
- Other required academic services*

Other required academic services includes: all other work that is required to be performed by a person, acting as or on behalf of the University and is so performed by the Staff Member, being work in the nature of, but not limited to:

- the conduct of practical classes, demonstrations, student field excursions;
- the conduct of performance, media arts or visual art studio sessions; musical coaching, repititeurship, musical accompanying;
- development of teaching and subject materials such as the preparation of subject guides, reading lists and basic activities associated with subject coordination;
- consultation with students;
- supervision;
- attendance at departmental and/or faculty meetings or induction sessions as required;
- attendance and participation in approved training and development;
- where directed to, attend at a lecture and other teaching activities; and
- oversight of and input into on-line discussions such as blogs, discussion boards, wiki's etc.

3.2 Preparation for activities:

Preparation time for lecturing, tutoring and clinical activities is set out in Table 2 below. Preparation time is not provided for marking and/or other required academic activities.

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.

A casual Academic Staff Member required to provide a lecture of a specified duration (or equivalent delivery through other than face-to-face teaching mode) will be paid for the associated non-contact duties in the nature of preparation, marking conducted during the hour(s) of delivery, and student consultation shall be paid at a rate for each hour of lecture delivered according to the table below.

TABLE 2

Lecture Type	Summary of Activity	Total Hours to be Paid per 1 Hour of Student Contact	Total Hours includes Preparation Time of:
Basic Lecture	Lecture and associated teaching material already exist and the casual	3	2

	lecturer only requires familiarisation with the material.		
Developed Lecture	New lecture on material which is conceptually basic or existing lecture requiring considerable updating and revision.	4	3
Specialised Lecture	New lecture on conceptually complex material.	5	4
Repeat Lecture	The same lecture within a four week period and any marking conducted during the hour(s) of delivery and student consultation reasonably contemporaneous with it.	2	1

Tutoring: Tutorial, workshop or seminar means any educational delivery described as such in a course or unit outline, or in an official timetable issued by the University.

A casual Academic Staff Member required to deliver or present a tutorial/ seminar/ workshop of a specified duration (or equivalent delivery through other than face-to-face teaching mode) will be paid for the associated non-contact duties in the nature of preparation, marking conducted during the hour(s) of delivery and student consultation shall be paid at a rate for each hour of tutorial delivered or presented according to the table below.

Tutorial Type	Summary of Activity	Total Hours to be Paid per 1 Hour of Student Contact	Total Hours includes Preparation Time of:
Tutorial	Standard tutorial	3	2
Repeat Tutorial	The same tutorial within a four week period and any marking conducted during the hour(s) of delivery and student consultation reasonably contemporaneous with it.	2	1
PhD qualification/full subject co-ordination	A standard tutorial in circumstances where full subject coordination duties are Included as part of normal duties or the Staff Member holds a relevant doctoral qualification.	3	2

Clinical Education: Clinical education means the conduct of undergraduate education in a clinical setting.

A casual Academic Staff Member required to provide undergraduate clinical education with directly associated-non contact duties in the nature of preparation, marking conducted during the hour(s) of delivery and student consultation shall be paid at a rate for each hour of clinical education delivered according to below table.

Activity	Total Hours to be Paid per 1 Hour of Student Contact	Total Hours includes Preparation Time of:
1. Standard preparation or 2. Standard preparation with PhD qualification/full subject co-ordination	2	1
1. Little preparation 2. Little preparation with PhD qualification/full subject co-ordination	1.5	0.5

Marking: Each academic unit will have a guideline which allocates hours for the marking of student assessment by casual Academic Staff. Those allocations will:

- (a) take into account the length and complexity of the various assessment items and the level of feedback required; and
- (b) represent a fair and accurate estimate of the average time that a competent casual academic should take to perform that work to a professional standard.

Schedule 2 Loadings and Allowances

Loading/Allowance	Staff Member Category	Entitlement	Conditions
Higher Duties	Professional and Technical Staff	<p>Acting in a HEWL 2-9 position:</p> <p>The difference between the salary of the person performing the higher duties and the first incremental point (step 10) of the higher level.</p> <p>Acting in a HEWL 10 and above position:</p> <p>The higher duties allowances will be the difference between the staff member's ordinary rate and the ordinary rate of the position temporarily filled, on a proportionate basis (i.e. proportion will equate with the proportion of duties of the higher position performed)</p>	Must undertake work at the higher level for a period of at least 5 continuous working days.
	Academic Staff	Paid at the higher level including periods of authorised leave	Must undertake work at the higher level for a period of more than 20 continuous days.
Community Language Allowance	Eligible Staff of the University	<p>Level 1: \$1,165 per annum</p> <p>Level 2: \$1,641 per annum</p>	<p>The Community Language Allowance is an annual allowance payable to a Staff Member who is required to undertake duties for the University on a regular basis in a language other than English.</p> <p>Staff required to undertake duties for the University on a regular basis in an Aboriginal and/or Torres Strait Islander language will be paid the Level 2 rate.</p>

<p>On-Call Allowance</p>	<p>Staff rostered to remain immediately contactable outside of the Staff Member's normal hours of duty to attend critical facilities in the event of systems failure and Staff required, as part of their position description, to be on call when alerts for potential emergencies and natural disasters are notified.</p>	<p>Allowance of \$292.63 per week, or \$58.53 per day.</p> <p>Overtime at prescribed rate for a minimum of 4 hours per call-out.</p> <p>Travelling time to be included in call-out.</p> <p>Kilometre allowance as detailed in the University Travel Policy.</p> <p>This allowance will be indexed in accordance with salary increases contained in this Agreement.</p>	<p>A roster to be agreed between Staff Member and Supervisor.</p> <p>Pro-rata for Part-Time appointments.</p> <p>Allowance is not paid whilst Staff Member is on leave.</p> <p>Staff who are not on-call, may be contacted in an after-hours emergency situation subject to their availability. In such circumstances, on-call allowance will not apply, but the Staff Member will be entitled to overtime in accordance with Clause 23, Overtime and TOIL, if the Staff Member undertakes work.</p>
<p>Overtime Meal Allowance</p>	<p>Staff required to work overtime for more than one hour after ordinary ceasing time or for more than four hours on Saturday or Sunday. For each subsequent period of 4 hours overtime Staff will be provided an additional overtime meal allowance.</p>	<p>Allowance of \$15.00.</p>	<p>A meal of reasonable quality may be supplied by the University in lieu of payment.</p>

<p>ICT After Hours Mobile Phone Contact Allowance</p>	<p>ICT Staff deemed essential in the provision of after-hours services</p>	<p>Allowance of \$75.98 each week for Staff Members willing to be recalled to make their best endeavour to rectify service.</p> <ul style="list-style-type: none"> • Kilometre allowance as detailed in the University Travel Policy if required to attend campus. • Overtime in accordance with Clause 23, Overtime and TOIL <p>This allowance will be indexed in accordance with salary increases contained in this Agreement.</p>	<p>Staff can only be expected to participate in the scheme if it was an express provision of their contract of employment or by mutual agreement.</p>
<p>Health and Safety Representatives (Volunteers)</p>	<p>Staff Members who volunteer and are elected as Health and Safety Representatives</p>	<p>Allowance of \$25.35 per week from date elected.</p> <p>This allowance will be indexed in accordance with salary increases contained in this Agreement.</p>	<p>Training to be provided</p>
<p>Competency Allowance for Tradespersons</p>	<p>Staff who hold a recognised trade based qualification, use that trade qualification in their position and are employed in a tradesperson position.</p>	<p>An annual allowance of \$2,500.00 will be paid to a Staff Member where they already hold or have successfully completed a recognised course of study, addition to their trade qualification; or</p> <p>An annual allowance of \$500 per competency up to a maximum of five (5) competencies will be paid to a Staff Member where they already hold or successfully complete further work related training in their trade area.</p>	<p>Pro-rata for Part-Time Staff.</p> <p>The qualification and or competence must be directly relevant to the Staff Member's duties, and is or can be utilised by the Staff Member in their course of work and has been agreed to by the Director, HR.</p>

Locality Allowance	Full-Time, Part-Time and Casual Staff Members. Excluding Australian Postdoctoral Fellows.	As detailed in Table 2.	Part-Time and Casual Staff paid pro rata.
Extreme and/or unpleasant conditions	Full-Time, Part-Time and Casual Electricians, Electrical Fitters, Refrigeration Mechanics, Motor Mechanics, Carpenters, and Plumbers	Allowance of \$5 per hour where Staff are required to handle charcoal used in refrigeration chambers, clean covered drains or septic tanks. This allowance will be indexed in accordance with salary increases contained in this Agreement.	
Furniture Handling Allowance	Staff members required to handle, cart or deliver Furniture. Furniture for the purpose of this allowance is to be given its ordinary meaning and does not include electronic equipment.	Allowance of \$243.47 per annum. This allowance will be indexed in accordance with salary increases contained in this Agreement.	Staff required to handle, cart or deliver Furniture other than as part of their ordinary duties
First Aid	Staff members who hold such appointments in addition to their normal duties and are approved by the relevant Health & Safety Committees.	<ul style="list-style-type: none"> • Allowance of \$25.34 per week from date of occupying position. • Pro rata for specific periods This allowance will be indexed in accordance with salary increases contained in this Agreement.	<ul style="list-style-type: none"> • Non-superannuable. • Training to be provided. • Position Description to be provided.

Table 1 - Clinical Allowance

Clinical Allowance 1: (\$7,835 pa) Paid to:

Professionally qualified and Australian Registered medical practitioners within the Division of Tropical Health and Medicine with less than 5 years' experience who, as part of their role are required to be clinically active in order to meet their responsibilities in teaching or research;

Professionally qualified and Australian Registered dental practitioners within the Division of Tropical Health and Medicine with less than 5 years' experience who, as part of their role are required to be clinically active in order to meet their responsibilities in teaching or research; and

Professionally qualified and Australian Registered veterinary practitioners within the Division of Tropical Health and Medicine with less than 5 years' service who, as part of their role are required to be clinically active in order to meet their responsibilities in clinical teaching or clinical research;

Clinical Allowance 2: (\$15,676 pa) Paid to:

Professionally qualified and Australian Registered medical practitioners within the Division of Tropical Health and Medicine who have specialist registration (Fellowship), up to 7 years' experience and who, as part of their role are required to be clinically active in order to meet their responsibilities in teaching or research;

Professionally qualified and Australian Registered dental practitioners within the Division of Tropical Health and Medicine with up to 7 years' experience or specialist qualifications who, as part of their role are required to be clinically active in order to meet their responsibilities in teaching or research; and

Professionally qualified and Australian Registered veterinary practitioners within the Division of Tropical Health and Medicine with up to 7 years' experience who, are required to be clinically active in order to meet their responsibilities in clinical teaching or clinical research and as part of their role have significant responsibility for diagnosis and patient care.

Clinical Allowance 3: (\$23 513 pa). Paid to:

Professionally qualified and Australian Registered medical practitioners within the Division of Tropical Health and Medicine who have specialist registration (Fellowship) with at least 7 years' experience who, as part of their role, are required to be clinically active in order to meet their responsibilities in teaching or research;

Professionally qualified and Australian Registered dental practitioners within the Division of Tropical Health and Medicine with at least 7 years' experience and specialist qualifications who, are required to be clinically active in order to meet their responsibilities in teaching or research; and

Professionally qualified and Australian Registered veterinary practitioners within the Division of Tropical Health and Medicine with at least 7 years' experience who, are required to be clinically active in order to meet their responsibilities in clinical teaching or clinical research and as part of their role have significant responsibility for diagnosis and patient care.

Table 2 Locality Allowance

The locality allowance has been incorporated into the base salary rate for all Staff and accordingly no additional locality allowance is payable for Townsville, Cairns and Mackay.

Location	Academic and Related Research Staff – (\$ per fortnight)	Research Workers (HEWL 1-6) (\$ per Fortnight)	Professional and Technical Staff (HEWL 1-9) (\$ per fortnight)
Daintree Rainforest Observatory	\$25.40	\$57.10	\$19.75
Fletcherview	\$11.80	\$43.50	\$12.95
Horn Island / Thursday Island	\$179.70	\$211.40	\$96.90
Mount Isa	\$37.10	\$68.80	\$25.60
Orpheus Island	\$44.70	\$76.40	\$29.40

Schedule 3 Senior Staff

1. Where the University enters into a contract of employment with Senior Staff, the terms and conditions of their employment will be set out in that contract of employment, and will be underpinned by the terms and conditions of this Enterprise Agreement. The University may enter into a fixed term contract of employment.
2. Except as provided by Clause 3 of this schedule, the following clauses of the Enterprise Agreement will not apply to Senior Staff:
 - (a) Clause 14.6 - Severance Pay;
 - (b) Clause 43 - Redeployment and Redundancy;
 - (c) Clause 30 - Notice period; and
 - (d) Clause 47 - Managing Underperformance.

These matters will be determined as outlined in the Senior Staff member's contract of employment, or, where the contract of employment is silent, by the National Employment Standards as contained in the Fair Work Act.

3. **Redeployment and Termination arrangements- Introduction of significant change**

- 3.1 Notwithstanding the above, where the University proposes to introduce a significant change that will have a significant effect on Senior Staff, Senior Staff will be consulted of such change in accordance with Clause 42, Change Management and Consultation.
- 3.2 Following consultation, if a Senior Staff position is not required the University may:
 - (a) identify opportunities for redeployment, having regard to the skills, qualifications and experience of the Staff Member and the operational needs of the University;
 - (b) where possible offer the Senior Staff Member alternative acceptable employment under a fixed term contract for the same or greater period of the balance of the current term. In these circumstances the Senior Staff Member will not be entitled to any additional payment; or
 - (c) terminate the contract. In these circumstances a fixed term Senior Staff Member will be entitled to notice under their contract and payment of severance in accordance with clause 14.6(d) .

Schedule 4 Classification Descriptors Professional and Technical Staff

1. Domain Matrices

1.1 Domain Matrix 1: Qualifications (Within the Australian Qualifications Framework)

Year 12	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trades certificate	Completion of an apprenticeship, normally of four (4) years' duration, or equivalent recognition, e.g. Certificate III.
Post-trades certificate	A course of study over and above a trade certificate and less than a Certificate IV.
Certificates I and II	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III	A course that provides a range of well-developed skills and which is comparable to a trade certificate.
Certificate IV	A course that provides greater breadth and depth of skill and knowledge and which is comparable to a two year Part-Time post-Year 12 or post-trade certificate course.
Diploma	A course at a higher education or vocational and technical education institution, typically equivalent to two years' Full-Time post-Year 12 study.
Advanced diploma	A course at a higher education or vocational and technical education institution, typically equivalent to three (3) years' Full-Time post-Year 12 study.
Degree	A recognised degree from a tertiary institution, consisting usually of three or four years Full-Time study or Part-Time equivalent, and sometimes combined with a one year diploma or Honours.
Postgraduate Qualification	A recognised postgraduate qualification, over and above a degree as defined above. Examples include a Graduate Certificate, Graduate Diploma, Masters, Professional Doctorate or PhD..

Note 1: the University may prescribe a mandatory qualification where such a qualification is required for professional accreditation purposes, or where an appropriate case, based on the requirements of the position, can be made (e.g. Research Assistant positions, Graduate Trainees).

Note 2: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

DOMAIN MATRIX 2: SUPERVISION RECEIVED

	DIRECT OR CLOSE	ROUTINE	GENERAL	BROAD	GENERALLY UNGUIDED
Instructions received	<p>The incumbent is told in detail:</p> <ul style="list-style-type: none"> • What tasks to do • How to do them • When to do them 	<p>The incumbent is told in broad outline:</p> <ul style="list-style-type: none"> • What task to • How to do them • When to do them 	<p>The incumbent is told in some detail:</p> <ul style="list-style-type: none"> • What outcomes the individual is to achieve <p>When to achieve them by</p>	<p>The incumbent is told in broad outline:</p> <ul style="list-style-type: none"> • What outcomes need to be achieved by the work area • When to achieve them by • Who needs to be involved in achieving them 	<p>The incumbent contributes to determining:</p> <ul style="list-style-type: none"> • What outcomes need to be achieved by the unit • When to achieve them by • Who needs to achieve them
Independence or level of autonomy	<p>The incumbent has very limited if any – required to closely follow detailed work instructions. No variations permitted unless specifically authorised.</p>	<p>The incumbent determines specific steps and/or priorities; operates within the framework of established procedures/work routines.</p> <p>Some scope to rearrange work routines.</p>	<p>The incumbent determines priorities and specific work methods (for self and Staff supervised) and has some scope to vary/choose from established procures; operates within the framework of established policies and work systems.</p>	<p>The incumbent takes part in policy and workplace decision making; operates within the framework of broad organisational policies and/or government policies/legislation.</p>	<p>The incumbent determines plans, policies and courses of action (for unit, work area and self) and makes proposals on these in the wider organisational context; operates within the framework of broad organisational goals and/or government policies/legislation.</p>
Level of supervision	<p>Daily supervision work is checked step by step</p>	<p>Regular supervision of tasks. The quantity and quality of work output is routinely monitored.</p>	<p>Regular supervision of outcomes is reviewed.</p>	<p>Broad outcomes are reviewed</p>	<p>Performance against strategies/targets is reviewed</p>

DOMAIN MATRIX 3: SUPERVISION PROVIDED TO OTHERS

'*Functional supervision*' means supervision related to the task requirements of the job, such as what work is to be performed (delegating), how it is to be done (instruction, training and monitoring) and when it is to be performed (priorities and organising).

'*Line management*' means supervision in its broader sense. It involves higher level functions relating to managing attendances, performance, interpersonal issues and the provision of strategic direction.

	Element	HEW Level									
		1	2	3	4	5	6	7	8	9	10
Functional supervision	Responsible for inductions of new Staff	-	-	√**	√	√	√	√	√	√	√
	Responsible for on-the-job training or instruction	-	-	√**	√	√	√	√	√	√	√
	Responsible for Priorities, coordinate and monitor work	-	-	√**	√	√	√	√	√	√	√
	Provide information (day-to-day) feedback	-	-	√**	√	√	√	√	√	√	√
Line management	Responsible for approving leave and managing Staff absences	-	-	-	√**	√	√	√	√	√	√
	Responsible for undertaking annual performance reviews	-	-	-	-	√**	√	√	√	√	√
	Manage issues relating to diminished performance or unsatisfactory conduct	-	-	-	-	√**	√	√	√	√	√
	Set direction and goals and motivate Staff to achieve them	-	-	-	-	√**	√	√	√	√	√

Facilitate resolution of grievances and other workplace relations issues (eg conflict)	-	-	-	-	-	√**	√	√	√	√
Responsible for contract rems and work by contractors to be completed										

** These responsibilities may commence at these levels provided that there is guidance and direction form a more senior member of Staff within the area.

****Supervision provided to others may include contractors, visitors and or volunteers

DOMAIN MATRIX 4: KNOWLEDGE

	BASIC	ROUTINE	GENERAL	BROAD	EXTENSIVE
Professional	<p>Basic principles required to undertake majority of normal day to day requirements of the role.</p> <p>May require some knowledge of materials (eg. Cleaning materials), equipment (eg hand tools) processes (eg computer software) or procedures.</p>	<p>Sound to developed skills, experience and knowledge of materials, equipment, processes or procures applicable to the work area.</p> <p>At the higher level, may require an awareness of the relevant theoretical or policy context.</p>	<p>Degree-level theoretical knowledge.</p> <p>Knowledge of up-to-date professional standards and precedent.</p> <p>Specialist expertise will increase over time.</p>	<p>Substantial theoretical, policy or technical knowledge. May require knowledge of external environment, such as relevant legislation and/or government policies.</p> <p>May be a recognised 'expert' in relevant area, in which case will require significant depth or knowledge. A high level of reliability exists.</p>	<p>Ability to generate and use high level theoretical and applied knowledge.</p> <p>Applies a multi-perspective understanding of the development, marketing and implementation of new policies. Will often require knowledge of external environment, such as relevant legislation and/or government policies.</p>
Organisational knowledge	<p>Knowledge of work area, including knowledge of functions carried out and location and availability of particular personnel and services.</p>	<p>Sound knowledge of work area processes and understanding of how they interact with other related areas and processes.</p>	<p>Sound to developed knowledge of the work area's policies, systems and processes and how they interact with other related areas, processes and/or functions.</p>	<p>Detailed knowledge of a range of policies, organisational systems and frameworks and the interrelationships between various policies and activities.</p> <p>May require knowledge of the core activities within the work area including research and teaching activities.</p>	<p>Extensive knowledge of the whole area, and the relationships of parts. Will often provide professional or specialist services with recognised standing across or outside the University.</p>
How knowledge is used	<p>Perform straightforward work.</p> <p>Provide straightforward information to others.</p>	<p>Perform more detailed work.</p> <p>Apply knowledge to perform tasks or assignments.</p>	<p>Perform complex processes.</p> <p>At the lower level, apply theoretical knowledge in a straightforward way.</p>	<p>Perform highly specialised processes.</p> <p>Provide subject matter or policy advice on a range of University activities or programs.</p>	<p>Develop and implement policy or operational cultural or systems change across the University. Undertake significant and high level creative planning, program and managerial functions.</p>

			<p>Provide advice, interpretation, and decisions on policies, procedures and entitlements.</p> <p>May liaise with other work units to solve problems across units.</p> <p>May adapt policies, systems and processes to achieve objectives with an understanding of how this might impact on other areas.</p> <p>Development of standard procedures, rules, manuals, protocols, instructions.</p>	<p>Manage a program or service, including formulating plans, objectives and policies specific to the area.</p> <p>Provide highly specialised service or advice in relation to a specific activity or function.</p> <p>Perform high level project work and development of policies and procedures, which may impact on other areas of the University.</p>	<p>Manage a number of programs or services. At the higher levels, devise new ways to adapt the University's strategies to new, including externally generated, demands.</p>
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DOMAIN MATRIX 5: WORK COMPLEXITY

STRAIGHT FORWARD	ROUTINE	SOME COMPLEXITY	COMPLEX	COMPLEX & INNOVATIVE	ADVANCED
<p>Work presents few difficulties to the reasonably experienced person.</p> <p>Work is generally repetitious and requires a methodical approach.</p>	<p>The nature of the work requires a repetition of duties or actions following a standard method or format, although the details of each occurrence may vary.</p> <p>Work involves the application of established principles, practices and procedures. Actions and responses can be readily identified and repeated from experience.</p>	<p>Involves a number of variables, which complicate issues in the conventional application of established guidelines and precedents.</p> <p>Must consider the job as a series of interactive elements (the 'total job') rather than focussing on any single element in isolation.</p>	<p>Apply a comprehensive and broad knowledge of established practices and procedures as they affect all aspects of the range of operations.</p> <p>Alternatively, apply an in-depth specialised knowledge of the operation.</p> <p>Analyses and/or evaluates feasibility and/or effectiveness of internal and/or external programs or projects.</p>	<p>Work is of a developmental or strategic nature. Particular difficulties may arise from a combination of factors such as:</p> <ul style="list-style-type: none"> ▪ uncertainties and options which have a critical bearing on original plans or objectives; ▪ the scale and coverage of operations which introduces considerable additional complexities; ▪ critical and involved industrial and/or legal issues; ▪ the application of 'state of the art' knowledge, techniques and technologies to new situations and environments. ▪ Analyses and/or evaluates feasibility and/or effectiveness of major internal and/or external programs or projects. 	<p>Advanced or original application of contemporary technologies, techniques and/or knowledge;</p> <p>Original exploration and development of new paths for achieving goals (eg seeking competitive edge through original application of new concepts or technologies).</p>

DOMAIN MATRIX 6: JUDGMENT AND PROBLEM SOLVING

LIMITED	ROUTINE	INFORMED	SIGNIFICANT	HIGH LEVEL	ADVANCED
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<p>Required actions are clear. Limited options means that very little judgement is required.</p> <p>Access to specific advice or instruction is available if problems are encountered.</p> <p>Risk very unlikely to have an impact upon the University achieving its organisational objectives.</p>	<p>Simple problem solving with reference to established techniques or practices, precedence or clearly defined policies.</p> <p>Solutions are unlikely to have significant consequences elsewhere.</p> <p>May exercise judgement on work methods or task sequences within specified timelines.</p> <p>Risk unlikely to have an impact on the University achieving its organisation objectives</p>	<p>Apply judgement and initiative based either on theoretical knowledge or a relevant set of policies, procedures, rules, activities or techniques.</p> <p>May make regular decisions on the provision, availability or deployment of resources and services which impact outside the immediate work unit or on clients.</p> <p>Solutions may have a significant consequence outside of the work unit.</p> <p>Risks unlikely to have a significant impact on the University achieving its organisational objectives</p>	<p>Range of genuine options exists. May solve diverse and unusual problems by applying high level analytical skills.</p> <p>May need to rethink the way a specific body of knowledge is applied in order to solve problems.</p> <p>Considerable interpretation of existing policies or procedures or systems is required.</p> <p>Outcomes will generally have an impact within the area or program of work.</p> <p>Risks may have an impact on the University achieving its organisational objectives</p>	<p>Originality and ingenuity are required for devising practical and economical solutions to problems.</p> <p>Operates with a high degree of independent judgement and initiative within broad guidelines.</p> <p>Outcomes will generally have a significant impact within the area or program of work.</p> <p>Risks likely to have an impact on the University achieving its organisational objectives</p>	<p>Originality and ingenuity are frequent and ongoing requirements for devising practical and economical solutions to problems.</p> <p>Operates with a high degree of independent judgement and initiative within broad guidelines across a wide range of activities.</p> <p>Outcomes will generally have a significant impact on organisational objectives or programs.</p> <p>Risks likely to have a significant impact on the University achieving its organisational objectives.</p>
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* Risks may be WHS related, reputational or impact operational outcomes.

DOMAIN MATRIX 7: WRITTEN COMMUNICATIONS

SOUND	EFFECTIVE	WELL DEVELOPED	HIGH LEVEL
<p>Completes straightforward records and forms.</p> <p>Prepares routine correspondence or other documents from instructions or examples.</p> <p>Undertakes basic recording and entering of data.</p>	<p>Integrates and presents information provided by others into letters, memos, reports and other documents and writes correspondence related to recurring issues and procedural routines.</p> <p>Drafts more complex memos/letters.</p> <p>Records committee/working party process and outcomes.</p>	<p>Composes correspondence, memos, briefs and other documents which convey specialised concepts in order to influence outcomes or decisions.</p> <p>Creates reports and documentation on technical procedures, administrative procedures, University publications, publicity and marketing materials.</p> <p>Prepares agendas, minutes, papers, abstracts, scientific posters, reports, documentation for election processes.</p> <p>Prepares project outlines that others work to.</p>	<p>Originates comprehensive reports or other documents to communicate ideas or concepts related to complex or sensitive issues. This may involve policies and guidelines, implication for legal and/or financial and/or University systems; including submissions to government, complex quotations or project outlines, consultancy contracts and business plans.</p> <p>Prepares speeches, articles, papers, reports or other material with wide application as a principal author, seeking to influence an audience of critical importance to the University, profession or discipline (eg conference presentation).</p>

1.8 **DOMAIN MATRIX 8: ORAL COMMUNICATION AND INTERPERSONAL SKILLS**

Note: Communication takes into consideration social, cultural and linguistic diversity

SOUND	EFFECTIVE	WELL DEVELOPED	HIGH LEVEL
<p>Primarily in contact with supervisor, co-workers and peers within the work group and is expected to communicate information effectively and courteously.</p> <p>Is in contact with people within and outside the work group in order to provide or obtain information and/or services. Contact is with students, Staff and visitors personally and by phone.</p> <p>Provides routine instruction on the use of equipment.</p>	<p>May impact on work relate opinions and attitudes of others, either inside the University or outside it.</p> <p>Works as part of a team which has to coordinate its own work-flow. Each member communicates effectively and resolves conflict in order for the team to construct solutions for achieving objectives.</p> <p>Demonstrates work practices and/or techniques in the use of specialised equipment.</p>	<p>Negotiates contractual/other arrangements with internal or external suppliers, including offshore, departments or agencies on matters that may impact on the work area, cost Centre or University.</p> <p>Coordinates or assists in the development and implementation of policies or systems or plans within the University.</p> <p>Guides and supports others to resolve workplace difficulties.</p> <p>Provides case management of sensitive matters in accordance with relevant policies and procedures.</p> <p>Works as part of a team to actively encourage and support team members to participate in decision making processes, assume responsibility and authority. Provides appropriate feedback and maintains team commitment.</p> <p>Provides instruction to groups. Facilitates workshops or information seminars.</p>	<p>Negotiates and takes responsibility for contractual/other arrangements with internal or external supplies, including offshore, departments or agencies on matters that will impact on the work area or Cost Centre or University.</p> <p>Manages and negotiates the implementation of policies or systems or plans within the University.</p> <p>Manage negotiations in complex or sensitive situations to achieve results acceptable to participants in accordance with University and legislative requirements.</p> <p>Works as part of a team to manage and develop team performance and identify opportunities for continuous improvement.</p> <p>Creates relevant learning opportunities, facilitate and promote learning, monitor effectiveness.</p> <p>Use a variety of methods (coaching, presentations, mentoring, and training) to motive/direct others and obtain</p>

			co-operation or commitment to work adaptability and/or organisational change.
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DOMAIN CONTINUUMS AND INDICATIVE PLACEMENT OF HEW LEVELS

DOMAIN	HEW 1	HEW 2	HEW 3	HEW 4	HEW 5
Supervision received	Close	Close to Routine	Routine	Routine to General	General
Supervision provided	None	None	Functional Supervision	Functional Supervision	Functional Supervision. Some Line Management
Knowledge	Basic	Basic to Routine	Routine	Routine to General	Routine to General
Work complexity	Straightforward	Straightforward to Routine	Routine	Routine to Some Complexity	Some Complexity
Judgement/Problem Solving	Limited	Limited to Routine	Routine	Routine to Informed	Informed
Written Communication	Sound	Sound	Sound to Effective	Effective	Effective to Well Developed
Oral & Interpersonal Skills	Sound	Sound to Effective	Effective	Effective	Effective to Well Developed

DOMAIN	HEW 6	HEW 7	HEW 8	HEW 9	HEW 10
Supervision received	General to Broad	Broad	Broad	Broad to Generally Unguided	Generally Unguided
Supervision provided	Functional Supervision and Line Management	Functional Supervision and Line Management	Functional Supervision and Line Management	Functional Supervision and Line Management	Functional Supervision and Line Management
Knowledge	General	General Broad	Broad	Broad to Extensive	Extensive
Work complexity	Complex	Complex to Complex and Innovative	Complex and Innovation	Complex and Innovative to Advanced	Advanced

Judgement/Problem Solving	Significant	Significant to High Level	High Level	High Level to Advanced	Advanced
Written Communication	Well Developed	Well Dev. To High Level	High Level	High Level	High Level
Oral & Interpersonal Skills	Well Developed	Well Dev. To High Level	High Level	High Level	High Level

Note: These are Indicative Levels only

2. CLASSIFICATION DESCRIPTORS – HEWL STAFF

2.1 HIGHER EDUCATION WORKER LEVEL 1

Qualifications and/or Experience	Level one duties require no formal qualifications or work experience. Employees at this level will be provided with structured on-the-job training.
Supervision received	Close Close supervision or routine supervision for more experienced employees working alone.
Supervision provided to others	None
Knowledge	Basic May provide straightforward information to others.
Task level/Work Complexity	Straightforward Established procedures exist. Manual duties or elements of Level 2 duties under close supervision and structured on the job training.
Judgement and Problem solving	Limited Resolve problems where alternatives are limited and the required action is clear or can be referred to higher levels.
Written Communication	Sound
Oral Communication and Interpersonal Skills	Sound

2.2 HIGHER EDUCATION WORKER LEVEL 2

Qualifications and/or Experience	Level 2 duties typically require knowledge, training or experience relevant to the duties to be performed, or <ul style="list-style-type: none"> ▪ Completion of year 12 without work experience; or ▪ Completion of Certificates I or II with related work experience; or ▪ An equivalent combination of experience and/or training.
Supervision received	Close to routine

	Routine supervision of straightforward tasks, close supervision of more complex tasks.
Supervision provided to others	None
Knowledge	Basic to routine Following training may provide general information/advice and assistance based on a broad knowledge of their work area/responsibility, including knowledge of functions and the location and availability of Staff and services.
Task level/Work Complexity	Straightforward to routine Perform a range of straightforward tasks where procedures are clearly established. May perform more complex tasks.
Judgement and problem solving	Limited to routine Solve relatively simple problems with reference to established techniques and practices. May choose between a range of straightforward alternatives. Perform a combination of routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.
Written Communication	Sound
Oral Communication and Interpersonal Skills	Sound to effective

2.3 HIGHER EDUCATION WORKER LEVEL 3

Qualifications and/or Experience	Level 3 duties typically require a skill level which assumes and requires knowledge or training in administrative, trades or technical functions equivalent to: <ul style="list-style-type: none"> ▪ Completion of a trades certificate or Certificate III; or ▪ Completion of Year 12, or Certificate II with relevant work experience; or ▪ An equivalent combination of experience and education and/or training.
Supervision received	Routine

	In technical positions, routine supervision, moving to general direction with experience.
Supervision provided to others	Beginning elements of Functional Supervision with guidance from more senior Staff. This is the first level where supervision of other employees may be required.
Knowledge	Routine Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.
Task level/Work Complexity	Routine Apply knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.
Judgement and problem solving	Routine Exercise judgement on work methods, task sequence with specified timelines and standard practices and procedures.
Written Communication	Sound to effective
Oral Communication and Interpersonal Skills	Effective

2.4 HIGHER EDUCATION WORKER LEVEL 4

Qualifications and Experience	Level 4 duties typically require a skill level that assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> ▪ Completion of a diploma level qualification and relevant work experience; or ▪ Completion of Certificate IV with relevant work experience; or ▪ Completion of post-trades certificate and extensive relevant experience and on the job training; or ▪ Completion of a Certificate III with extensive relevant work experience; or ▪ An equivalent combination of relevant experience and/or education and/or training.
Supervision received	Routine to general

	Routine supervision to general direction depending upon experience and the complexity of the tasks. May undertake stand-alone work.
Supervision provided to others	Functional Supervision and beginning elements of Line Management with guidance from more senior Staff. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels.
Knowledge	Routine to General Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.
Task level/Work Complexity	Routine to some complexity May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.
Judgement and problem solving	Routine to informed Solve problems through the standard application of theoretical principles and techniques, expertise in a particular set of rules or regulations to make decisions standard technical training and experience to solve problems. May be responsible for co-ordinating a team to provide an administrative service.
Written Communication	Effective
Oral Communication and Interpersonal Skills	Effective

2.5 HIGHER EDUCATION WORKER LEVEL 5

Qualifications and Experience	Level 5 duties typically require a skill level that assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> ▪ Completion of a degree without subsequent relevant work experience; or ▪ Completion of an advanced diploma and at least one year of relevant work experience; or ▪ Completion of a diploma qualification and at least two years' relevant experience; or ▪ Completion of a Certificate IV and extensive relevant work experience; or
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	<ul style="list-style-type: none"> ▪ Completion of a post-trades certificate and extensive relevant experience as a technician; or ▪ An equivalent combination of experience and/or education and/or training.
Supervision received	<p>General</p> <p>In professional positions, routine supervision to general direction, depending on tasks involved and experience. In technical positions, general direction.</p>
Supervision provided to others	<p>Functional Supervision and elements of Line Management with some guidance from more senior Staff.</p> <p>May supervise other employees.</p>
Knowledge	<p>Routine to general</p> <p>Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.</p>
Task level/Work Complexity	<p>Some complexity</p> <p>Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.</p>
Judgement and problem solving	<p>Informed</p> <p>In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.</p>
Written Communication	Effective to well developed
Oral Communication and Interpersonal Skills	Effective to well developed

2.6

HIGHER EDUCATION WORKER LEVEL 6

Qualifications and Experience	<p>Level 6 duties typically require a skill level that assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> ▪ Completion of a degree with subsequent relevant experience; or ▪ Extensive experience and/or specialist expertise or broad knowledge in technical or administrative fields; or ▪ An equivalent combination of relevant experience and/or education and/or training.
Supervision received	<p>General to broad</p> <p>In professional positions, general direction, in other positions, broad direction.</p>
Supervision provided to others	<p>Functional supervision and Line Management</p> <p>May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional employees.</p>
Knowledge	<p>General</p> <p>Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.</p>
Task level/Work Complexity	<p>Complex</p> <p>Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.</p>
Judgement and problem solving	<p>Significant</p> <p>Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques, and how they interact with other related functions and to adapt those procedures and techniques as</p>

	required to achieve objectives without impacting on other areas.
Written Communication	Well Developed
Oral Communication and Interpersonal Skills	Well Developed

2.7 HIGHER EDUCATION WORKER LEVEL 7

Qualifications and Experience	<p>Level 7 duties typically require a skill level that assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> ▪ Completion of a degree with at least 4 years subsequent relevant experience; or ▪ Extensive experience and management expertise in technical or administrative fields; or ▪ An equivalent combination of experience and/or education and/or training.
Supervision received	Broad
Supervision provided to others	<p>Functional based supervision and Line Management</p> <p>May manage other administrative, technical and/or professional employees.</p>
Knowledge	<p>General to Broad</p> <p>Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.</p>
Task level/Work Complexity	<p>Complex to complex and innovative</p> <p>Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.</p>
Judgement and problem solving	<p>Significant to high level</p> <p>Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.</p>

Written Communication	Well Developed to High
Oral Communication and Interpersonal Skills	Well Developed to High

2.8 HIGHER EDUCATION WORKER LEVEL 8

Qualifications and Experience	<p>Level 8 duties typically require a skill level that assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> ▪ Progress towards postgraduate qualifications and extensive relevant experience; or ▪ Extensive experience and management expertise; or ▪ An equivalent combination of relevant experience and/or education and/or training.
Supervision received	Broad
Supervision provided to others	<p>Functional supervision and line management</p> <p>May manage other administrative, technical and/or professional employees.</p>
Knowledge	<p>Broad</p> <p>The employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.</p>
Task level/Work Complexity	<p>Complex and innovative</p> <p>Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.</p>
Judgement and problem solving	<p>High level</p> <p>Responsible for program development and implementation. Provide strategic support and advice to Colleges or Divisions requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.</p>
Written Communication	High level
Oral Communication and Interpersonal Skills	High level

Qualifications and Experience	<p>Level 9 duties typically require a skill level that assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> ▪ Postgraduate qualifications and relevant experience; or ▪ Extensive management expertise and proven management expertise; or ▪ An equivalent combination of relevant experience and/or education and/or training.
Supervision received	Broad to generally unguided.
Supervision provided to others	<p>Functional supervision and line management</p> <p>Will manage other administrative, technical and/or professional employees.</p>
Knowledge	<p>Broad to extensive</p> <p>Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.</p>
Task level/Work Complexity	<p>Complex and innovative to advanced</p> <p>Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.</p>
Judgement and problem solving	<p>High level to advanced</p> <p>Responsible for program development and implementation with broader reaching impacts that a HEWL or across a wide range of activities. Provide strategic support and advice to Colleges or Divisions requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.</p>
Written Communication	High level
Oral Communication and Interpersonal Skills	High level

2.10 HIGHER EDUCATION WORKER LEVEL 10

Qualifications and Experience	<p>Level 10 duties typically require a skill level that assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> ▪ Postgraduate qualifications and extensive relevant experience; or ▪ Proven expertise in the management of significant human, financial and physical resources. ▪
Supervision received	Generally unguided
Supervision provided to others	<p>Functional supervision and line management.</p> <p>Will manage other administrative, technical and/or professional employees.</p>
Knowledge	<p>Extensive</p> <p>Bring a multi-perspective understanding to the development, consultation and implementation of new policies; devise new ways of adapting the organisation's strategies, including eternally generated demands.</p>
Task level/Work Complexity	<p>Advanced</p> <p>Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.</p>
Judgement and problem solving	<p>Advanced</p> <p>Be fully responsible for the achievement of significant organisational objectives and programs.</p>
Written Communication	High Level
Oral Communication and Interpersonal Skills	High Level

3. CLASSIFICATION DESCRIPTORS – HEWL RESEARCH WORKERS

Support Research Staff Position Classification Descriptors

This schedule includes definitions of the four levels of supervision, the eight qualification levels and the seven classification dimensions that are referred to in the description.

DEFINITION 1	SUPERVISION
Close supervision:	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
Routine supervision:	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General direction:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of Establishment methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad direction:	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff may be required. Performance will be measured against objectives.

DEFINITION 2	QUALIFICATIONS
Year 12:	Completion of Year 12 of secondary school.
Trade certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition.
Post-trade certificate:	A course of study over and above a trade certificate and less than an advanced certificate.
Advanced certificate:	A two year part-time post-year 12 or post-trade certificate course, or a four year part-time course for those who have completed Year 10 only of secondary school.
Certificate	A two year full-time or four year part-time course, without a Year 12 prerequisite.
Associate diploma:	A two year full-time or four year part-time course with a Year 12 prerequisite
Degree:	A recognised degree from a tertiary institution, consisting usually of three or four years full time study or part time equivalent, and sometimes combined with a one year diploma or Honours.
Postgraduate degree	A recognised postgraduate degree, over and above a degree as defined above.

DEFINITION 2**QUALIFICATIONS**

Note: The above definitions also include equivalent recognised overseas qualifications

DEFINITION 3	CLASSIFICATION DIMENSIONS
Education, Training and Experience:	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Task Level:	The type, complexity and responsibility of tasks typically performed by staff within each proposed classification level.
Judgment & Problem Solving	Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available. The dimension looks at how much of each of these qualities applies at each proposed classification level.
Supervision and Independence:	This dimension covers both the way in which positions are supervised, managed or held accountable, and the degree of independence which applies in the role of the position in supervising or managing other staff or contractors. Independence is also the extent to which a Staff Member can work independently without supervision or direction.
Organisational Relationships and Impact:	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.

Typical activities and occupational equivalent criteria should not be used to determine classification decisions. They may, however, provide a useful cross-check on the outcomes obtained using the other descriptors, where:

- there is considerable variation in outcomes for the different descriptor dimensions;
- there is considerable disagreement during the final assessment over the classification of a position;
- the work undertaken within the position undergoing evaluation is very unfamiliar to some members of the assessment members.

Occupational Equivalent**University:**

Occupations typically falling within each proposed classification level.

Typical Activities:

Activities typically undertaken by staff in different occupations at each of the proposed classification levels

3.1 Research Worker Level 1

(a) Education, Training And Experience

Research Workers Level 1 are not required to have formal qualifications or work experience upon engagement. Research Workers engaged at the base may need to be provided with structured on the job training.

(b) Task

Perform straightforward manual duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist

(c) Judgment and Problem Solving

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

(d) Supervision And Independence

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

(e) Organisational Relationships And Impact

May provide straightforward information to others.

(f) Typical Activities

Perform a range of manual tasks.

3.2 Research Worker Level 2

(a) Education, Training And Experience

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

(b) Task

Perform a range of straightforward research tasks where procedures are clearly established. May on occasions perform more complex tasks under close supervision.

(c) Judgment And Problem Solving

Undertake tasks with reference to established research techniques and practices. Research Workers at this level will normally be expected to perform a combination of various routine tasks where the prearranged work priorities are set by the Head of work unit or more senior research Staff.

(d) Supervision And Independence

Routine supervision of straightforward research tasks, close supervision of more complex tasks

(e) Organisational Relationships And Impact

May provide general information/advice and assistance based on a broad knowledge of the work area/responsibility, including knowledge of the functions carried out.

(f) Typical Activities

Research Workers at this level may undertake duties involving straightforward data entry and retrieval and basic laboratory or technical work.

3.3 Research Worker Level 3

(a) Education, Training And Experience

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

- (i) completion of a trades certificate; or
- (ii) completion of year 12 with relevant work experience; or
- (iii) equivalent relevant experience or combination of relevant experience and education/training

Research Worker Level 3 may require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma

(b) Task

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

(c) Judgment And Problem Solving

Exercise judgment on work methods and task sequence with specified timeliness and standard practices and procedures.

(d) Supervision And Independence

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

(e) Organisational Relationships And Impact

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

(f) Typical Activities

- (i) orders supplies;
- (ii) assist in setting up routine experiments;
- (iii) monitor experiments for report to the Head of work unit or more senior research Staff;
- (iv) assist with the preparation of specimens;
- (v) care for animals, plants and microbe cultures.

- (vi) use in a standard manner a word processing package (including storage and retrieval of documents, keying and setting out of correspondence and reports, merging, moving and copying, using columns, tables and basic graphics) or an established spreadsheet or database application;
- (vii) provide administrative support to senior research Staff, including setting up meetings and answering straightforward inquiries.
- (viii) process accounts for payment.
- (ix) undertake library or archival work
- (x) process and collate information and data,
- (xi) assist with surveys, observations, field trials, tests and associated research activity.

3.4 Research Worker Level 4

(a) Education Training and Experience

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

- (i) Completion of a degree without subsequent relevant work experience; or
- (ii) completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post-certificate relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(b) Task

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

(c) Judgment And Problem Solving

In technical positions, apply theoretical knowledge and techniques to a range of research procedures and tasks. In an administrative/secretarial position, provide factual advice which requires proficiency and expertise in a specialist area or broad knowledge of a range of functions

(d) Supervision And Independence

A Research Worker Level 4 functioning in a technical position may receive routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

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

(e) Organisational Relationships And Impact

Perform research tasks/assignments which require proficiency in the work area and knowledge to how they interact with other related functions.

(f) Occupational equiv. (the University)

Scientific/technical assistant, administrative/secretarial above Level 3, advanced trades person.

(g) Typical Activities

- (i) work on complex engineering or interconnected electrical circuits
- (ii) exercise high precision trades skills using various materials and/or specialised techniques.
- (iii) develop new equipment to criteria developed and specified by others;
- (iv) under routine direction, assist in the conduct of major experiments and research programs and/or in setting up and using equipment for a range of experiments and demonstrations;
- (v) operate equipment and prepare reports of a technical nature, as directed.
- (vi) be able to undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required.
- (vii) take responsibility for providing a full range of administrative services in a research unit;
- (viii) plan and set up spreadsheets or database applications;
- (ix) maintain records;
- (x) provide information to postgraduate research students.
- (xi) carry out or participate in surveys, investigations, analyses, tests, observations or field trials;
- (xii) undertake library or archival searches or related activities
- (xiii) undertake case studies and collate relevant information
- (xiv) assist with data analysis

3.5 Research Worker Level 5

(a) Education, Training And Experience

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

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

(b) Task

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

(c) Judgment And Problem Solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems.

(d) Supervision And Independence

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

(e) Organisational Relationships And Impact

Perform tasks/assignments which require proficiency in the work area and knowledge of how they interact with other related functions.

(f) Occupational Equiv. (The University)

Graduate (i.e. degree) or professional, with limited subsequent work experience on entry

(g) Typical Activities

In professional positions and under professional supervision work as part of a research team in a support role.

(i) develop new equipment to general specifications;

(ii) under general direction, assist in the conduct of major experiments and research programs and/or in setting up and using complex equipment for a range of experiments and demonstrations;

(iii) prepare reports of a technical nature;

(iv) carry out tasks described for a Level 4, but at a more advanced level;

(v) draft reports on the research tasks carried out;

(vi) provide authoritative advice within area of specialisation.

3.6 Research Worker Level 6

(a) Education, Training And Experience

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

(i) a degree with at least 4 years subsequent relevant experience; or

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

(iii) an equivalent combination of relevant experience and/or education/training

(b) Task

Perform work assignments guided by professional standards and/or technical expertise. Senior research workers would have a depth or breadth of expertise developed through extensive relevant experience and application.

(c) Judgment And Problem Solving

Within constraints set by a more senior research or academic Staff, discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

(d) Supervision And Independence

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

(e) Organisational Relationships And Impact

Senior Research Workers perform tasks/assignments which require proficiency in the work area and knowledge of how they interact with other related functions and to adapt those procedures and techniques as required by a more senior research or academic Staff to achieve objectives.

(f) Occupational Equiv. (The University)

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

(g) Typical Activities

- (i) manage a teaching or research laboratory or a field station;
- (ii) provide highly specialised technical services;
- (iii) set up complex experiments;
- (iv) design and construct complex or unusual equipment to general specifications;
- (v) provide financial, policy and planning advice;
- (vi) monitor expenditure against budget in a small work unit.
- (vii) undertake a range of computer programming tasks;
- (viii) provide documentation and assistance to computer users;
- (ix) analyse less complex user and system requirements.

3.7 Research Worker Level 7

(a) Education, Training And Experience

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

- (i) a degree with significant relevant experience; or

- (ii) extensive experience and management expertise in technical or administrative fields; or
 - (iii) an equivalent combination of relevant experience and/or education/training.
- (b) Task
- Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area. Senior research workers would have a depth or breadth of expertise developed through extensive relevant experience and application.
- (c) Judgment And Problem Solving
- Discretion to innovate within own function and take responsibility for outcomes; design, development and testing of complex equipment, systems and procedures; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments. This may involve stand-alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.
- (d) Supervision And Independence
- Broad direction. May manage other administrative, technical and/or professional Staff.
- (e) Organisational Relationships And Impact
- Senior Research Workers perform tasks/assignments which require proficiency in the work area and knowledge of how they interact with other related functions and to adapt those procedures and techniques under broad direction of a more senior research or academic Staff to achieve objectives.
- (f) Typical Activities
- A. combine specialist expertise and responsibility for managing a teaching or research laboratory or a major field station;
 - B. responsibility for site visitors and workplace health and safety;
 - C. acknowledged expertise in a specialised area or a combination of technical management and specialist research;
 - D. set up complex experiments;
 - E. design and construct complex or unusual equipment to general specifications;
 - F. provide financial, policy and planning advice;
 - G. monitor expenditure against budget;
 - H. undertake a range of computer programming tasks;
 - I. provide documentation and assistance to computer users;
 - J. analyse complex user and system requirements.

Schedule 5 Classification Standards for Academic Levels

LEVEL A

GENERAL STANDARD

A Level A academic 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 his/her scholarly research and/or professional expertise relevant to the profession or discipline.

SPECIFIC DUTIES

Specific duties required of a Level A academic may include:

- The conduct of tutorials, practical classes, demonstration workshops, student field excursions, online teaching, clinical sessions and/or studio sessions.
- The preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity.
- The conduct of research.
- Involvement in professional activity.
- Consultation with students.
- Marking and assessment primarily connected with subjects in which the academic teaches.
- Production of teaching materials for students for whom the academic has responsibility.
- Development of subject material with appropriate guidance from the subject or course co-ordinator.
- Limited administrative functions primarily connected with subjects in which the academic teaches.
- Acting as subject co-ordinator provided that skills and experience demonstrate this capacity.
- Attendance at discipline and/or work unit meetings and/or membership of a limited number of Committees.

A Level A academic will not be required to teach primarily in subjects which are offered only at Masters level or above.

A Level A academic shall work with support and direction from academic Staff classified at Level B and above and with an increasing degree of autonomy as the academic gains in skill and experience.

The most complex levels of subject co-ordination should not be carried out by a Level A academic.

SKILL BASE

A Level A academic 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 or higher qualifications, an extended professional degree, or a three year degree with a 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.

LEVEL B

GENERAL STANDARD

A Level B academic is expected to make contributions to the teaching effort of the institution and to carry out activities to maintain and develop his/her scholarly, research and/or professional activities relevant to the profession or discipline.

SPECIFIC DUTIES

Specific duties required of a Level B academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, online teaching, clinical sessions and studio sessions.
- Initiation and development of subject material including input into associated curriculum.
- Acting as subject co-ordinators.
- The preparation and delivery of lectures and seminars.
- Primary or co-advisor of honours and postgraduate research students.
- Primary or co-advisor of the program of study of honours and postgraduate students engaged in course work.
- The conduct of research.
- Involvement in professional activity.
- Development of course material with appropriate advice from and support of more senior Staff.
- Marking and assessment.
- Consultation with students.
- A range of administrative functions the majority of which are connected with the subjects in which the academic teaches.
- Attendance at discipline and/or work unit meetings and/or membership of a number of committees.

SKILL BASE

A Level B academic shall have qualifications and/or experience recognised by the institution 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, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or technical achievement.

LEVEL C

GENERAL STANDARD

A Level C academic is expected to make significant contributions to the teaching effort of a discipline, work unit 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 Level C academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, online teaching, clinical sessions and studio sessions.
- Initiation and development of course material including associated curriculum.
- Course and subject co-ordination.
- The preparation and delivery of lectures and seminars.
- Primary or co-advisor of honours and postgraduate research students.
- Primary or co-advisor of the program of study of honours and postgraduate students engaged in course work.
- The conduct of research.
- Significant role in research projects including, where appropriate, leadership of a research team.
- Involvement in professional activity.
- Consultation with students.
- Broad administrative functions
- Marking and assessment
- Attendance at discipline and/or work unit meetings and a major role in planning or committee work.

SKILL BASE

A Level C 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 and 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.

LEVEL D

GENERAL STANDARD

A Level D academic is expected to make a significant contribution to all activities of the work 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 required of a level D academic may include:
- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, online teaching, clinical sessions and studio sessions.
- The development of a responsibility for curriculum/programs of study.
- Course and subject co-ordination
- The preparation and delivery of lectures and seminars.
- Primary or co-advisor of honours and postgraduate research students.
- Primary or co-advisor of the program of study of honours and postgraduate students engaged in course work.
- The conduct of research, including, where appropriate, leadership of a large research team.
- Significant contribution to the profession, and/or discipline.
- High level administrative functions
- Consultation with students.
- Marking and assessment.
- Playing an active role in the maintenance of academic standards and participation in development of educational policy and of curriculum areas within the discipline.
- Attendance at discipline and work unit meetings and a major role in planning or committee work.

SKILL BASE

A Level D academic will normally have the same skill base as a Level C academic. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

LEVEL E

GENERAL STANDARDS

A Level E academic 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 work unit or other comparable organisational unit, within the institution and within the community, both scholarly and general.

SPECIFIC DUTIES

Specific duties required of a level E academic may include:

- Provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area.
- The conduct of research.
- Fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines.
- Development of research policy.
- Primary or co-advisor of honours and postgraduate students engaged in course work.
- Primary or co-advisor of the program of study of honours and postgraduate research students engaged in course work.
- Making a distinguished personal contribution to teaching at all levels.
- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The preparation and delivery of lectures and seminars
- Consultation with students.
- Marking and assessment.
- Playing an active role in the maintenance of academic standards and in development of educational policy and of curriculum areas within the discipline.
- Developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution.
- Participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

SKILL BASE

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

Table 2 Research Fellows Position Classification Descriptors

Postdoctoral Research Fellow (Equivalent to Academic Level A)

General Standard

A Postdoctoral Research Fellow is expected to carry out research either independently or in a team within the field in which the appointment is made and develop relevant research expertise with guidance from senior colleagues.

Specific Duties

Specific Duties may include:

- Conduct of research under limited supervision and the production of published works in refereed journals, books, conference and seminar papers or the production of creative works. Involvement in professional activities, including contributions such as conferences and seminars in the field of expertise.
- Contributions to teaching programs in the area of expertise consistent with the conditions of the award.
- Co-advisor of honours and postgraduate students in the area of expertise and examination of honours and postgraduate theses.
- Contribution to the research culture, intellectual activities and outputs of the work unit and relevant research centres, institutes, clusters or groups.
- Preparation of research and grant proposals.

Skill Base

A Postdoctoral Fellow will normally have completed a doctoral degree or have an equivalent combination of qualifications or research experience.

Research Fellow (Equivalent to Academic Level B)

General Standard

A Research Fellow is expected to carry out research either independently or in a team within the field in which the appointment is made and to develop relevant research expertise.

Specific Duties

Specific Duties may include:

- Conduct of research independently or as a member of a team and the production of published works in refereed journals, books, conference and seminar papers or the production of creative works.
- Supervision of research support and technical Staff in relevant research projects.
- Financial management of research projects.
- Preparation of submissions for external research funding.
- Involvement in professional activities, including contributions such as conferences and seminars in the field of expertise.
- Primary or co-advisor of honours and postgraduate students in area of expertise and examination of honours and postgraduate theses.
- Contributions to teaching programs in area of expertise consistent with the conditions of the award.
- Contribution to the research culture, intellectual activities and outputs of the work unit and relevant research centres, institutes, clusters or groups.

Skill Base

A Research Fellow must have a doctoral degree and evidence of significant research outputs.

Senior Research Fellow

(Equivalent to Academic Level C)

General Standard

A Senior Research Fellow is expected to make independent and original contributions to research within the field in which the appointment is made and contribute to the development and leadership of research within the work unit.

Specific Duties

Specific Duties may include:

- Conduct of research independently or as a member or leader of a team and the production of published works in refereed journals, books, conference and seminar papers or the production of creative works.
- Supervision of research, technical and administrative Staff associated with relevant research projects or programs.
- Financial management of research projects or programs.
- Responsibility for preparation of submissions for external research funding.
- Promotion of research links with external bodies.
- Primary or co-advisor of honours and postgraduate students in area of expertise and examination of honours and postgraduate theses.
- Contributions to teaching programs in areas of expertise consistent with the conditions of the award.
- Contributions to the research culture, intellectual activities and outputs of the work unit and relevant research centres, institutes, clusters or groups.

Skill Base

A Senior Research Fellow must have significant postdoctoral experience and a national profile in the relevant research field.

Principal Research Fellow

(Equivalent to Academic Level D)

General Standard

A Principal Research Fellow is expected to make major contributions to the field of expertise within which the appointment is made and contribute to the development, leadership and management of research within the work unit. A Principal research fellow is expected to play a significant role in research at the national level. Research Staff at this level may be appointed in recognition of distinction in their area of research or scholarship.

Specific Duties

Specific Duties may include:

- Conduct of independent research and research team leadership and the production of published works in refereed journals, books, conference and seminar papers or the production of creative works.
- Supervision of research, technical and administrative Staff associated with relevant research projects or programs.
- Financial and administrative management of research teams.
- Responsibility for the maintenance and renewal of funding in the relevant research field.
- Promotion of research links which enhance the profile of the field in both the research and general community and provide opportunities for the application of research findings.
- Contributions to teaching programs in areas of expertise consistent with the conditions of the award.
- Primary or co-advisor of honours and postgraduate students, examination of honours and postgraduate theses and contribution to the design of postgraduate teaching and research programs.
- Contribution to the research policy and management of the University.
- Contribution to the research culture, intellectual activities, leadership and outputs of the work unit and relevant research centres, institutes, clusters or groups.

Skill Base

The Principal Research Fellow must have substantial postdoctoral research experience with a requirement for academic results and a profile of international excellence in the relevant research field.

Professorial Research Fellow

(Equivalent to Academic Level E)

General Standards

A Professorial Research Fellow is expected to exercise a special responsibility in providing leadership and fostering excellence in the field of expertise within the work unit and the University, and the research and general community. A professorial research fellow is expected to have an international reputation and the capacity to promote research activities at this level.

Specific Duties

Specific Duties may include:

- Making a distinguished contribution to the conduct of research within the work unit through the publication of research work or through the production of creative works.
- Fostering a profile of international excellence in the relevant areas of the University.
- Fostering the research activities of individuals and teams within the work unit.
- Development of research policy and contributions to the strategic planning of the University's research profile and programs.
- Responsibility for the strategic planning, co-ordination, maintenance and renewal of funding in the relevant research field.
- Oversight of Staff and financial management of relevant research projects or programs.
- Establishment and/or promotion of research links which enhance the profile of the field in the research and general community and provide opportunities for the application of research findings.
- Contributions to teaching programs in areas of expertise consistent with the conditions of the award.
- Primary or co-advisor of postgraduate research students, development of policy relating to honours and postgraduate research programs, design of honours and postgraduate research programs, and examination of honours and postgraduate theses.
- Substantial contribution to the leadership, research culture, intellectual activities and outputs of the work unit and relevant research centres, institutes, clusters or groups

Skill Base

A Professorial Fellow must have substantial postdoctoral research experience, position of international leadership in their field of expertise and a distinguished record of research and scholarly excellence in the relevant field.

Table 3 Research Staff Position Classification Descriptors

RESEARCH OFFICER

(Equivalent to Academic Level A)

General Standard

A Research Officer is expected to contribute towards the research/consultancy effort of the institution and to develop expertise through the pursuit of defined projects relevant to the particular field of research/consultancy.

Specific Duties

Specific duties may include:

- The conduct of research/consultancy activities under limited supervision either as a member of a team, or, where appropriate, independently, and the production or contribution to the production of conference and seminar papers, reports and/or publications from that research/consultancy.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Limited administrative functions primarily connected with the area of research/consultancy of the Staff.
- Development of a limited amount of research/consultancy-related material for teaching or other purposes with appropriate guidance from other Staff.
- Occasional contributions to teaching in relation to his/her research/consultancy project(s).
- Experimental design and operation of advanced laboratory and technical equipment or conduct of advanced research procedures.
- Attendance at meetings associated with research/consultancy or the work of the work unit to which the Staff is connected, and/or discipline and/or work unit meetings and/or membership of a limited number of committees.

A Research Officer shall work with support, guidance and/or direction from senior research Staff and with an increasing degree of autonomy as the Research Officer gains in skill and experience.

Skill Base

A Research Officer 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 or higher qualifications, an extended professional degree, or a three year degree with a postgraduate diploma. In determining experience relevant to qualifications, regard is had to experience in research/consultancy, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

SENIOR RESEARCH OFFICER

(Equivalent to Academic Level B)

General Standard

A Senior Research Officer is expected to carry out independent and/or team research/consultancy within the field in which the appointment is made and to carry out activities to develop research/consultancy expertise relevant to the particular field of research/consultancy.

Specific Duties

Specific duties may include:

- The conduct of research/consultancy activities either as a member of a team or independently, and the production of conference and seminar papers, reports and publications from the research/consultancy.
- Supervision of support research Staff involved in the Staff Member's research/consultancy.
- Guidance in the research/consultancy effort of junior research Staff in the Staff Member's research/consultancy area.
- Contribution to the preparation, or where appropriate individual preparation, of research/consultancy proposal submissions to external funding bodies.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Administrative functions primarily connected with the Staff Member's area of research/consultancy.
- Occasional contributions to the teaching program within the field of the Staff Member's research/consultancy.
- Co-advisor, or where appropriate, primary advisor, of honours or postgraduate research students in the Staff Member's area of expertise.
- Attendance at meetings associated with research/consultancy or the work of the work unit to which the research/consultancy is connected and/or discipline and/or work unit meetings, and/or membership of a limited number of committees.

Skill Base

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

PRINCIPAL RESEARCH OFFICER

(Equivalent to Academic Level C)

General Standard

A Principal Research Officer is expected to make independent or original contributions to the research/consultancy effort within the field of expertise and to the organisation unit or inter-disciplinary area of which the Staff is a part. A research Staff Member at this level is expected to play a major role in research/consultancy including the exercise of some leadership in research/consultancy.

Specific Duties

Specific duties may include:

- The conduct of research/consultancy activities and the production of conference and seminar papers, reports and publications from that research/consultancy.
- Supervision of support research and general Staff involved in the Staff Member's research/consultancy.
- Supervision where appropriate of the research/consultancy of less senior research Staff.
- Involvement, where appropriate, in the promotion of research/consultancy links with outside bodies.
- Preparation of research/consultancy proposal submissions to external funding bodies.
- Significant role in research/consultancy projects including, where appropriate, leadership of research teams or management of projects.
- Responsibility for the oversight of financial management of grants received for research/consultancy projects.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to the teaching program within the field of the Staff Member's research/consultancy.
- Co-advisor, or where appropriate, primary advisor, of honours or postgraduate research students in the Staff Member's area of expertise.
- Attendance at meetings associated with research/consultancy or the work of the work unit to which the research/consultancy is connected, and/or discipline and/or work unit meetings, and a major role in planning and committee work.

Skill Base

A Principal Research Officer will normally have advanced qualifications and/or recognised experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent achievement and standing. In determining experience relevant to qualifications, regard is had to experience in research/consultancy, experience outside tertiary education, creative achievement, professional contributions and/or contributions 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.

SENIOR PRINCIPAL RESEARCH OFFICER

(Equivalent to Academic Level D)

General Standard

A Senior Principal Research Officer is expected to make major original contributions to the research/consultancy enterprise of the area in which the appointment is made and to play a significant role within their profession or discipline. Research Staff at this level may be appointed in recognition of marked distinction in their area of research/consultancy or scholarship.

Specific Duties

The specific duties may include:

- The conduct of independent research/consultancy activities where the Staff Member may work as part of a team and the production of conference and seminar papers, reports and publications from that research/consultancy.
- Supervision of support research and general Staff.
- A major role in all aspects of major research/consultancy projects including management and/or leadership of large research/consultancy projects or teams.
- Supervision of the research/consultancy of less senior research Staff.
- Promotion of research/consultancy proposal submissions to external bodies.
- Responsibility for the oversight of financial management of grants.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to the teaching program within the field of the Staff Member's research/consultancy.
- Co-advisor, or where appropriate, primary advisor, of honours or postgraduate research students in the Staff Member's area of expertise.
- Higher level research/consultancy-related administrative function.
- Some involvement in the development of research/consultancy policy.
- Attendance at meetings associated with research/consultancy or the work of the work unit to which the research/consultancy is connected and/or discipline and/or work unit meetings and a major role in planning and committee work.
- Significant contribution to the discipline in which the research/consultancy efforts of the Staff are undertaken.

Skill Base

A Senior Principal Research Officer will normally have the same skill base as a Principal Research Officer. In addition there will be a requirement for academic excellence which may be evidenced by an outstanding contribution to research/consultancy and/or the profession.

CHIEF RESEARCH OFFICER

(Equivalent to Academic Level E)

General Standard

A Chief Research Officer is expected to exercise a special responsibility in providing leadership and in fostering excellence in research/consultancy in a specific discipline, in the work unit, within the institution and within the scholarly and general community.

Specific Duties

The specific duties may include:

- Provision of a continuing high level of personal commitment to, and distinguished achievement in, a particular area of research/consultancy or scholarship.
- Fostering the research/consultancy of other groups and individuals within the work unit and more broadly within the institution.
- Development of research/consultancy policy.
- Preparation of research/consultancy proposal submissions to external bodies.
- Responsibility for the oversight of financial management of grants.
- The conduct of independent research/consultancy activities in which the Staff Member may provide leadership within a team and the preparation of conference and seminar papers, reports and publications from that research/consultancy.
- Supervision of research and administrative Staff and other academic Staff responsible to the Chief Research Officer.
- Making a distinguished personal contribution to the conduct of research/consultancy at all levels.
- Management of large research/consultancy projects or teams.
- Developing policy and being involved in administrative matters within the work unit or other comparable organisational units and within the institution.
- Participating in community and professional activities related to a particular disciplinary area, including involvement in commercial and industrial sectors where appropriate.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contribution to the teaching program in the field of the Staff Member's research/consultancy.
- Co-advisor, or where appropriate, primary advisor, of honours or postgraduate research students in the Staff Member's area of expertise.
- Attendance at meetings associated with research/consultancy or the work of the work unit to which the research/consultancy is connected, and/or discipline and/or work unit meetings, and a major role in planning and committee work.

Skill Base

A Chief Research Officer shall have the same skill base as a Senior Principal Research Officer but will be recognised as a leading authority in the relevant discipline area, normally at an international level.

Schedule 6 Research Stations

1. Application

- (a) Unless otherwise specified in this schedule the provisions in the James Cook University Enterprise Agreement 2016 apply.
 - (b) This schedule shall apply to Staff of the University whose primary place of employment is:
 - (i) the Orpheus Island Research Station; or
 - (ii) the Daintree Rainforest Observatory Site; or
 - (iii) the Fletcherview property near Charters Towers; or
 - (iv) Any other site determined to be a Research Station by agreement of the Joint Consultative Committee during the life of the agreement.
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2. Definitions

- (a) A Staff Member shall mean a person whose primary place of employment is listed above.
 - (b) OIRS shall mean the Orpheus Island Research Station.
 - (c) DRO shall mean Daintree Rainforest Observatory.
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3. Salaries

- (a) A Staff Member will be paid the relevant Locality Allowance as specified under this agreement.
 - (b) In acknowledgement of work conducted at OIRS and DRO on weekends and on public holidays a non-superannuable salary loading of 7.6% will be paid on top of the regular fortnightly salary. The remuneration and benefits constitute payment for all work performed by the appointees irrespective of the number of hours worked on any day, and overtime will not be payable on these days.
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4. Use of University Resources

Staff Members may occasionally need to use University resources for private purposes, for instance to make a telephone call. Staff should be sensitive that in doing so they are using University resources and in accordance with the Code of Conduct they should endeavour to ensure that such use is kept to a minimum.

5. Hours of Work

- (a) Staff Members will normally work 217.5 hours in a six-week period to be worked to meet operational requirements. Part-Time Staff will work less than 217.5 hours in a six week period and according to their contract of employment. It is recognised that these hours may fluctuate by agreement between the parties. The work arrangements will be structured to enable Staff to have time off the Island on a regular basis.
 - (b) At all times the hours of duty and timing of any rest pauses and meal breaks for all Staff will be at the Supervisor's discretion and should be taken in consideration of workload requirements. In the interests of workplace health and safety, Staff
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required to work for more than five hours will be afforded an unpaid meal break between the 4th and 6th hour of work. The meal break shall be of at least 30 minutes duration.

- (c) Staff shall be on duty for such hours as may be necessary for the safety of the Station's Staff Members and visitors and within reasonable requirements of the University, provided that no Staff Member should be on duty for greater than 12 hours in one continuous shift.
- (d) If Staff Members are on duty for a continuous 12 hours, they shall not commence duty again until after a 10 hour break (exclusive of meal breaks) has been taken.
- (e) These provisions are intended to ensure flexibility in situations of limited Staffing. No member of Staff should undertake, however, any work where the circumstances constitutes (or might reasonably lead to) an unsafe situation or environment.

6. Accommodation

- (a) While resident at the work site furnished accommodation will be provided rent free, including the cost of electricity. At the Fletcherview Research Station, OIRS and DRO accommodation will also include telephone costs. This will be subject to acceptance of prescribed conditions of occupancy details of which will be provided by the University
- (b) Staff Member accommodation will be regarded as a workplace and as such, all University policies and procedures relating to the workplace will apply unless specifically excluded by written application and approval by the Supervisor.
- (c) Wherever possible, excluding for emergencies, Staff Members will be provided with at least one week's notice (exclusive of leave/days off where possible) of the intention to inspect the accommodation and or perform maintenance on the accommodation at a reasonable time (i.e. during normal hours of service).
- (d) Subject to operational requirements the Head of Work Unit may approve Staff to have personal visitors to the Island. Visitors may stay up to 1 week and will not be charged accommodation or boat transfers unless a special authorised trip is made. Longer lengths of stay may be approved on a case by case basis by the head of the work unit. The Supervisor is responsible if the visitor works as a volunteer.
- (e) It is accepted that alcohol consumption will occur in the DRO, OIRS, and the Fletcherview Research Station Staff Members and researchers' accommodation. This is acceptable provided that Staff Members are off duty, machinery is not in use and there is no further activity in the lab or field for the day. Blood alcohol level must be 0.00 for any person using a vehicle, diving, using the crane or OIRS vessels.

7. Transport

- (a) On commencement of work at the Orpheus Island Research Station, the University will meet the cost of travel from Townsville (or equivalent distance for other locations) to the Island. Return transport will be provided at the conclusion of the employment. Personal effects, excluding furniture or other bulky items, will be transported without charge.
- (b) If the OIRS Station Manager is required to undertake station business whilst on recreational leave or rostered days off, i.e. purchasing of equipment, transport of OIRS equipment/machinery for repairs etc. then use of the University Vehicle is required to be approved by the Head of Work Unit.

Schedule 7 Recruitment, Engagement and Marketing Activities

1. Background

The following principles will apply to Staff Members conducting business on behalf of the University.

2. Objective

- (a) This schedule applies to all Professional University Staff undertaking recruitment, engagement and marketing activities for the University.
 - (b) Time off in lieu (TOIL) only applies to Staff employed on HEWL 9 or below.
 - (c) "In Country" refers to work performed outside Australia on behalf of the University and includes periods of travel associated with that work.
 - (d) "Travel time" includes:
 - (i) 60 minutes before flight time for Domestic flights;
 - (ii) 3 hours before flight time for International flights; and
 - (iii) Travel time does not include travel to and from your home.
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3. Ordinary Hours

- (a) When Staff are working within Australia, the span of hours, ordinary hours, entitlement to leave and overtime and all other conditions will be in accordance with the provisions of the Agreement in relation to continuing Professional and Technical Staff.
 - (b) Work on weekends will be paid at overtime rates.
 - (c) Where Staff are required to travel on weekends TOIL will be pre-approved by the supervisor and will be paid on an hour for hour basis. All work and travel on public holidays will be in accordance with Clause 6.2.
 - (d) When travelling on University business outside Australia Staff recognise that they are not eligible to claim overtime for any hours worked over the normal 36.25 hours per week, but during these in country periods their employment conditions shall be as specified below. Accordingly Staff will schedule their "in country" activities to ensure as far as practicable that they do not intentionally exceed more than 36.25 hours of work in any seven day consecutive period.
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4. Length of Travel

- (a) In recognition of good practice within the industry and for promotion of maximum work efficiency, University international trips should generally be restricted to:
 - (i) Maximum 21 days (plus travel days on either side)
 - (ii) Where a trip duration over 21 days is required (e.g. India, Europe), 'rest days' will be built into the overall time abroad with a maximum travel period overseas not to exceed 28 working days.
 - (b) The above may vary depending on individual circumstances but only by agreement between the individual Staff Member and the relevant Supervisor and the subsequent approval of the Head of the Work Unit.
-

5. Time Off In Lieu

- (a) Approved TOIL may be banked and used in conjunction with annual leave entitlements on approval from the Supervisor, according to operational requirements.
- (b) Supervisors must ensure that requests to take accrued TOIL are not unreasonably refused.
- (c) Approved TOIL days will be taken within 3 months where operations allow.
- (d) A Staff Member and the relevant Supervisor may agree to a plan for TOIL to be taken beyond 3 months. Where this occurs, the approved TOIL must be taken or paid out within a 6 month period.

6. Additional International Travel arrangements:

6.1 Weekend Work/TOIL while in country

- (a) It is recognised that University international travel may require weekend work during the course of each individual trip. In these circumstances approval may be granted for TOIL as follows:
- (b) Each full weekend day of work overseas will result in one day of TOIL at ordinary time.
- (c) A half day of weekend work will result in 0.5 days of TOIL at ordinary time.
- (d) Social activities which are not deemed as work and where attendance is discretionary will not count towards hours worked on a weekend.
- (e) Any function where Staff represent the University will be considered work, including functions scheduled by event organisers.

6.2 Public Holidays while in country

International travel on behalf of the University may require Staff to be out of Australia when public holidays occur. In these circumstances, Staff will be entitled to accrue one (1) day of TOIL for each such public holiday, which must be taken within the calendar year in which the relevant public holiday falls.

6.3 Rest Days

Where the duration of the international trip exceeds 14 days, two paid rest days in each 7 consecutive days will be allowed after the 14 day period. Further rest days will be granted after each subsequent 7 day period. Rest days are not a substitute for TOIL or overtime or lost weekend days.

7. Pre-departure and Post-departure

Staff will be provided adequate time (normally half a day) to prepare for travel outside Australia and adequate time (at least 24 hours) to be fully prepared and refreshed prior to returning to work. Appointments to commence duties associated with the visit shall be as follows:

- (a) Arrival before noon – First appointment from 9 am the next day
- (b) Arrival afternoon – First appointment from noon the following day
- (c) Late arrival (after 9 p.m.) – First appointment from 2 p.m. on the next day.

Where the travel duration is longer than twenty-four (24) hours the Staff Member will be entitled to take a 24-hour rest period.

8. Inbound/return travel

Staff are not expected to come to work on their day of return from outside Australia. If the date of return is on a weekend then the Staff Member can take the next work day off in compensation. Return to duty within the University will subsequently occur as follows:

- (a) Duration of trip less than 14 days – return to work 24 hours after arrival at residence
- (b) Duration of trip more than 14 days – return to work 24 hours after arrival plus the rest of that day (ex. arrival back home at p.m. on Tuesday, return back to work Thursday morning)
- (c) For trips of less than 14 days with travel of more than 24 hours/10 time zones on return, an extra recovery day is recommended.

Schedule 8 Conditions for Existing Research Contingent Staff

This clause outlines the conditions for existing Research Contingent Staff Members who were engaged under the James Cook University Enterprise Agreement 2013 - 2016 or a prior Agreement. No further Research Contingent appointments will be made by the University.

Research Contingent Continuing Employment means Staff who are employed under the James Cook University Enterprise Agreement 2013-2016 or a prior agreement on a research-only appointment that is reliant on funds that are external to the University. Clause 43, Redeployment and Redundancy does not apply to Research Contingent Continuing Staff Members.

1. Status of Staff after Conversion

- (a) A Research Contingent employment may be assigned from project to project or may be deployed on a range of projects as a research-only Staff Member to meet the research needs of the University. Any such periods of assignment shall be in writing, shall specify the duties to be performed, the reporting relationships and the duration of the assignment which shall be determined by the expected length of the relevant project. A Staff Member may hold more than one assignment at the same time, where he or she is assigned to different projects.
- (b) In assigning a Staff Member, the University will as far as is practicable, have regard to the skills, qualifications and experience of the Staff Member, and will also have regard to the Staff Member's preferences. The Staff Member and the University shall both actively seek appropriate periods of assignment to projects in order to maintain continuity of work.

2. Redundancy arrangements for Research Contingent Staff

- (a) The Staff Member shall be treated in all respects as a continuing Staff Member except that the following notice, severance pay and other arrangements shall apply instead of those set out in relation to those matters in Clause 43, Redeployment and Redundancy.
- (b) A Staff Member shall be entitled to 8 weeks' notice of the intention to terminate employment for redundancy, or by agreement, to payment in lieu.
- (c) Notice of termination may only be given if it appears on the clear balance of probabilities that there will be no research contingent work to which the Staff Member can reasonably be assigned at the end of the notice period and during the whole of an 8 week period after that.
- (d) During the Notice Period, the University shall offer to the Staff Member to withdraw the Notice if it becomes apparent that appropriate work has become available, and with the consent of the Staff Member the Notice shall be withdrawn.
- (e) Should the Staff Member wish to appeal against the decision to declare her or his position redundant or otherwise dispute the decision under this agreement the matter shall be dealt with by the relevant Deputy Vice Chancellor and will be resolved within the eight week Notification Period and any payment in lieu shall be limited to the balance of that period.
- (f) In order to prevent the termination for redundancy of a Research Contingent Staff Member, the University and the Staff Member may agree that the Staff Member shall be temporarily deployed to work other than research-only work until further research-only work is available; and may also otherwise agree to a temporary transfer to act as a replacement Staff Member, on work other than research-only work. Neither of these types of deployments shall change the Staff Member's status as a Research Contingent Staff Member.

- (g) In the event that an Research Contingent Staff Member is no longer required, the quantum of severance payable will be determined by the length of continuous service in accordance with the table below where continuous service will include previous periods on fixed-term appointments and breaks between fixed-term appointments of up to two times per year and of up to six weeks will not constitute breaks in continuous service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.
- (h) Severance payment entitlements for existing research contingent Staff Members will be calculated for a period of continuous service as follows:

Service	Severance Pay
Less than one year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years or over	12 weeks

- (i) All payments will be calculated on the Staff Member's weekly Ordinary Rate of Pay for their ordinary hours of work, at the date of ceasing employment.

Signed as an Agreement

University

Signed for and on behalf of James Cook University by its authorised signatory in the presence of:



Signature of witness

PATRICIA CLARE BRAND

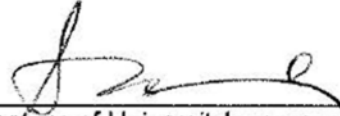
Full name of witness



Address of witness

DEPUTY VICE CHANCELLOR,

Title of witness DIVISION OF SERVICES
& RESOURCES



Signature of University's representative

SANDRA LEE HARDING

Full name of University's representative

VICE CHANCELLOR

Position of University's representative



Address of University's representative

National Tertiary Education Union

Signed for and on behalf of the **National Tertiary Education Union**

in the presence of:



Signature of witness

Renee Veal

Full name of witness



Address of witness

1 December 2017



Signature

Grahame McCulloch

Full name

General Secretary

Position



Address

Australian Municipal, Administrative, Clerical and Services Union

Signed for and on behalf of the Australian
Municipal, Administrative, Clerical and
Services Union in the presence of:

Mean

Signature of witness

VALDA GRAHAM

Full name of witness

Address of witness

A Scott

Signature

Alex Scott

Full name

Branch Secretary

Position

Add

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

Signed for and on behalf of the
**Communications, Electrical, Electronic,
Energy, Information, Postal, Plumbing and
Allied Services Union of Australia** in the
presence of:

Signature of witness

Full name of witness

Address of witness

Signature


Full name

Position

Address

United Voice

Signed for and on behalf of the **United Voice** in the presence of:



Signature of witness

Evanna Beljak

Full name of witness



Sharon Caddie

Signature

Sharron Caddie

Full name

Branch President

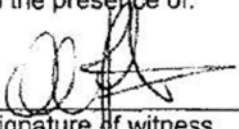
Position



Address


Staff Member

Signed by ELIJAH VAN DER KRAST
in the presence of:


Signature of witness

Clint Raymond Fletcher Pettersen
Full name of witness


Address of witness


Signature

ELIJAH VAN DER KRAST
Full name

ICT CYBERSECURITY & RISK SPECIALIST
Position Individual Bargaining Representative


Address

Staff Member

Signed by Nigel Foxwell
in the presence of:

[Signature]
Signature of witness

Bannon Wayne Keft
Full name of witness

[Redacted]
Address of witness

[Signature]
Signature

Nigel Frederick Foxwell
Full name

Head, Enterprise Architecture,
Position strategy and Risk
technical bargaining representative

[Redacted]

Staff Member

Signed by ALAN BAXTER
in the presence of:

Maer Carter
Signature of witness

MARCIN JACOB CIULA
Full name of witness


Address of witness

AlBart
Signature

ALAN GEORGE BAXTER
Full name

Individual bargaining representative
Position



Staff Member

Signed by MICHELE LOUISE DALE
in the presence of:

Marnie Hitchins
Signature of witness

MARNIE HITCHINS
Full name of witness



Michele Dale
Signature

MICHELE LOUISE DALE
Full name

INDEPENDENT BARGAINING REP,
ACADEMIC DEVELOPER, DTHM
Position

