

Queensland University of Technology  
**Enterprise Bargaining Agreement**  
**(Professional Staff) 2005 – 2008**

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**SCHEDULE 2**            [Minimum Rates of Pay \(full time professional staff\)](#)

## **PART A - AGREEMENT FORMALITIES**

### **1. TITLE**

This Agreement will be known as the Queensland University of Technology Enterprise Bargaining Agreement (Professional Staff) 2005 – 2008.

### **2. ARRANGEMENT**

Part A - Agreement Formalities  
Part B - Classifications and Remuneration  
Part C – Hours and Patterns of Work  
Part D - Leave  
Part E – Other Conditions

### **3. APPLICATION OF THE AGREEMENT**

This Agreement will be binding according to its terms upon:

- Queensland University of Technology;
- Liquor, Hospitality and Miscellaneous Union;
- Australian Municipal, Administrative, Clerical and Services Union;
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union;
- Community and Public Sector Union;
- National Tertiary Education Industry Union and
- All professional staff employed at QUT in classification levels HEW 1 to HEW 10 inclusive.

Herein after, throughout the agreement, any reference to professional staff positions HEW1-10 will include professional staff aligned research assistants and senior research assistants unless a provision of this agreement excludes research assistants and senior research assistants or varies its application to these positions.

### **4. DATE AND PERIOD OF OPERATION**

This Agreement will operate from the date of certification by the Australian Industrial Relations Commission (AIRC) and remain in force for three years.

Negotiations on a replacement agreement will commence at least three (3) months prior to the expiration of this Agreement.

### **5. STATUS OF THIS AGREEMENT**

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

#### **5.1 Relationship with previous Agreements**

This Agreement replaces and prevails over the:

- Queensland University of Technology Enterprise Bargaining Agreement (General Staff) 1998 – 1999; and

- Queensland University of Technology Enterprise Bargaining Agreement (General Staff) 2000 – 2003.

## 5.2 Relationship with awards

This Agreement displaces all relevant awards including:

- Queensland Universities (General Staff) Award 2000;
- Employees of Queensland Government Departments (Other than Public Servants) Award 1993; and
- Higher Education Contract of Employment Award 1998.

## 5.3 Australian Workplace Agreements

The University may enter into AWAs with its employees. Those AWAs may either operate to the exclusion of this certified agreement or prevail over the terms of this certified agreement to the extent of any inconsistency, as specified in each AWA.

At the time of offering an AWA the University will offer a genuine and informed choice between the AWA and this certified agreement.

## 5.4 Relationship with University Policies

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

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

## 6 DEFINITIONS

- 6.1 'Authorising Officer'** means the Vice-Chancellor, Registrar, head of the relevant organisational area, usually the head of division, or executive dean of faculty or nominee.
- 6.2 'Consultation'** means conferring between the University and the affected staff member(s) and a staff representative(s) where a staff representative(s) is requested, in such a way that the participants could have the opportunity to contribute to and influence the decision. At the request of the staff member(s) or their staff representative, consultation will also occur at the SCC.
- 6.3 'Continuous service'** means a period of service, which is unbroken. A staff member's service will be deemed to be unbroken provided that the time between ceasing employment and recommencing employment with the University does not exceed three (3) months.
- 6.4 'Disciplinary Action'** means:
- (a) in relation to misconduct, action by the University to discipline a staff member and is defined as:
- formal censure or reprimand;
  - withholding of an increment;
  - demotion;
  - suspension with, or without pay;
  - reallocation of duties; and
- (b) in relation to unsatisfactory performance and serious misconduct, action by the University to discipline a member of staff in one or more of the ways referred to in

subclause 6.4(a), or by termination of employment.

- 6.5 'Family'** includes:
- spouse (including a former spouse, de facto spouse, former de facto spouse, same sex partner and former partner of the same sex) of the staff member; and
  - a child (including an adult child, adopted child, step child and ex nuptial child), parent or step parent, grandparent, grandchild or sibling of either the staff member or their spouse.
- 6.6 'Household member'** is someone with whom the staff member lives and for whom the staff member has responsibility.
- 6.7 'Human Resources Director'** means the person appointed as such to be the Human Resources Director of the University and includes anyone fulfilling that role on a temporary basis or any nominee of the Human Resources Director.
- 6.8 'Misconduct'** means conduct that is unsatisfactory but which is not so serious as to justify the possibility of termination of employment.
- 6.9 'Negotiation'** means holding discussions and making genuine efforts to resolve differences and reach agreement.
- 6.10 'Partner'** means spouse (including a former spouse, de facto spouse, former de facto spouse, same sex partner and former partner of the same sex) of the person who gives birth or in the case of adoption leave, partner of the person who is nominated as the primary carer.
- 6.11 'Primary Carer'** shall mean a person who assumes the principle role of having responsibility of, and providing care to a child.
- 6.12 'Professional Staff'** means a member employed by the University as defined in Clause 3 (Application of the Agreement) of this Agreement. Professional staff replaces the term 'general staff' where it is mentioned in previous agreements and awards referred to in Clause 5
- 6.13 'Serious Misconduct'** is misconduct of a serious and wilful nature and is usually conduct of a type that would make it unreasonable to require the University to continue employment of the staff member concerned (Section CM (1)(c) of the *Workplace Relations Act 1996*). Conduct which may constitute Serious Misconduct includes, but is not limited to, such things as:
- theft;
  - violence;
  - fraud;
  - conviction of a criminal offence during the period of employment, which in the opinion of the University either impacts adversely on the staff member carrying out their duties or adversely on the reputation of the University;
  - conduct of a kind which constitutes a significant impediment to the carrying out of a staff member's duties or to the staff member's colleagues carrying out their duties;
  - a wilful and serious breach of the University's Code of Conduct, Statutes or Policies; and
  - wilful disobedience of a lawful and reasonable employer request.
- 6.14 'Significant consequences'** include but are not limited to:
- substantial changes in the composition, operation or size of the University workforce or in the skills required;

- the restructuring of organisational units;
- variation to the delivery of University services which impact on its staffing structure; or
- any changes likely to lead to job losses.

**6.15** 'Staff member' means a professional staff member employed by the University as defined in subclause 6.12 of this Agreement.

**6.16** (i) 'Staff Representative' means a person chosen by an affected staff member to assist or represent the staff member. At the choice of the staff member this person may be a union officer or official.

(ii) 'Staff Representative on the Staff Consultative Committee and enterprise bargaining negotiations' means:

- a staff member(s) elected by the staff covered by this Agreement; and
- nominees of the Unions.

In either case excludes a person who is currently practising as a solicitor or barrister.

**6.17** 'Supervisor', means a staff member whose position (consistent with the Classification Descriptions contained in Schedule 1) requires them to be responsible for the supervision of a professional staff member(s). A supervisor may be an academic member of staff.

**6.18** 'The University' means The Queensland University of Technology as the employer.

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

**6.20** 'The Unions' means the Unions as referred to in Clause 3.

**6.21** 'University Representative' means a person selected by the University to assist or represent the University. This excludes a person who is currently practising as a solicitor or barrister.

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

## 7. OBJECTIVES OF THIS AGREEMENT

The objectives of the Agreement are to:

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

## **8. STAFF CONSULTATIVE COMMITTEE**

The Staff Consultative Committee (SCC) will comprise of: four (4) professional staff members, one representative from each of the Unions, and up to an equivalent number of, but not less than, three (3) University representatives.

The professional staff members will be elected for the life of the Agreement by and from staff covered by this Agreement. Any casual vacancy which arises during the life of the Agreement will be filled by further election.

The SCC is a consultative body in relation to workplace reform and other significant employee relations issues. The SCC will act as a forum for discussion and consultation on implementation of this Agreement and various industrial relations issues.

The SCC will determine its own procedures of operation however meetings of the SCC can be convened at the request of any party. There will be at least eight (8) meetings each calendar year unless otherwise agreed by the SCC.

## **9. STAFF REPRESENTATIVES**

For the purpose of this clause, staff representatives are defined by subclause 6.16(ii). To assist staff representatives to keep staff informed of their employment entitlements and conditions, the University will provide the following arrangements:

### **9.1 Staff representatives:**

- May meet with staff they represent in the workplace and will be provided with reasonable time during normal working hours and as part of their normal duties for the purposes of holding discussions, reporting on matters relevant to the agreement or ascertaining staff members' views or concerns.
- The staff representative will provide no less than twenty-four (24) hours notice of the intention to hold such meetings to the relevant head of organisational area and to the Human Resources Director where the meeting involves staff from more than one area, and ensure such meetings will not interfere with the performance of duties of staff and will, as far as possible, be held in meal breaks or other breaks.
- Be provided with time off during normal working hours to attend one (1) staff representative meeting per month for one (1) hour and fifteen (15) minutes on each occasion which may occur in conjunction with a lunch break to provide for a maximum meeting duration of two (2) hours plus any necessary travel time.
- Elected staff representatives may use a designated email address and internal mail systems to communicate on industrial issues with the staff they represent.

### **9.2 Staff Members**

Staff members covered by this Agreement may attend paid time meetings conducted by staff representatives. These meetings may be of up to two (2) hours duration, held one (1) hour either side of the lunch period, up to four (4) times per year. Such meetings will not disrupt normal work programs and activities.

### **9.3 Union Delegates**

Staff who are nominated as Union delegates shall be allowed reasonable time during normal hours and as part of their normal duties to consult or liaise with Union members where requested by those members.

## **10. JOB SECURITY**

**10.1** The University is committed to providing the greatest possible degree of job security and, wherever possible, to retaining the services of, and offering ongoing opportunities to, current staff members.

**10.2** The University will strenuously explore options to avert job reductions and wherever possible, widespread redundancies will be avoided. Involuntary redundancies will be used as a last resort and should be avoided if possible. Any job reductions will occur, in the first instance, through natural attrition and voluntary measures, which may include part-time work, redeployment, retraining and voluntary redundancy. Following such attempts, the following measures shall be implemented:

- Redeployment procedures shall be undertaken in accordance with Clause 53;
- Voluntary Redundancy Packages may be offered as outlined in Clause 52.

## **11. MANAGING CHANGE**

**11.1** The management of workplace change requires the involvement of people who will be directly affected by that change.

**11.2** The University will consult with affected staff and where they request, a staff representative(s):

- (i) following a decision by the University that changes are required in organisation, structure or technology which may have significant consequences as defined in clause 6.14 and
- (ii) where the University decides to proceed with a significant change proposal.

**11.3** Consultation:

- (i) will occur about the need for the change and the development of a change process, including where a formal review process is established, consultation about that process;
- (ii) will allow sufficient time for affected staff members and where they request, a staff representative(s), to have meaningful input into the final decision about the proposed change and the development of a change process and
- (iii) where the University proceeds with a significant change proposal, consultation will occur, with the aim of reaching agreement where possible, about the impact of that change on the work or conditions of staff and will include the timetable for change, consideration of alternative ways of introducing change and means of avoiding detrimental outcomes for staff.

## **12. OUTSOURCING**

**12.1** Consistent with Clause 11, where the University proposes to outsource a function or service (including contracting out of an entire and/or partial function or service currently being undertaken by University staff), the University will initiate consultation with affected staff members and where they request a staff representative(s). Such consultation will occur prior to any final decision by the University to outsource the function or service.

### **12.2 Post implementation review**

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

### **13. AGREEMENT TO BE DISPLAYED**

A copy of this Agreement will be available on the University's web site and on request from the Human Resources Department.

### **14. DISPUTES ARISING FROM THIS AGREEMENT**

- 14.1** In the event of any dispute raised by the parties to this Agreement or the individual staff member as to the interpretation or implementation of this Agreement, the matter will be referred to the Human Resources Director who will arrange a conference of the relevant parties to the dispute to resolve the matter. This process should not extend beyond ten (10) working days.
- 14.2** If the dispute cannot be settled under subclause 14.1 above, it shall be referred within five (5) working days to a Dispute Resolution Committee. The Committee will comprise two (2) staff members nominated by the Vice- Chancellor and two (2) staff members from the staff members' committee pool (sub-clause 49.3) nominated by the Staff Consultative Committee. The Committee shall attempt to resolve the matter within fifteen (15) days from receipt of the Human Resources Director's written notice to the Committee unless the parties to the dispute agree otherwise.
- 14.3** If the matter is not resolved by the process referred to in subclauses 14.1 and 14.2 it may be referred by either party to the dispute to the Australian Industrial Relations Commission (AIRC) for settlement by the processes of conciliation and/or arbitration. Subject to the legislative rights of any party to the dispute to appeal a decision of the AIRC, the parties to the dispute shall be bound by any recommendation or determination of the AIRC.
- 14.4** Where the AIRC determines the Agreement has not been properly applied, the University will take all reasonable steps to remedy the situation following discussions with the other party to the dispute.
- 14.5** Without prejudice to either party, while the matters in dispute are being dealt with in accordance with this Clause:
- work shall continue in the normal manner (other than with respect to bona fide health and safety issues);
  - no industrial action shall be taken by either party to the dispute;
  - management shall not change work, staffing or the organisation of work if such is the subject of the dispute; and
  - neither party to the dispute shall take any other action likely to exacerbate
- 14.6** Grievances that do not relate to the interpretation or implementation of this Agreement, such as individual grievances, can be dealt with under the Grievance Resolution Procedures for Workplace Related Grievances and Bullying as contained in Chapter B/13 of the Manual of Policies and Procedures.

### **15. NO EXTRA CLAIMS**

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

## **PART B - CLASSIFICATIONS AND REMUNERATION**

### **16. CLASSIFICATION DESCRIPTIONS**

The classification descriptions for professional staff positions (Higher Education Workers HEW Levels 1-10 (excluding research assistants and senior research assistants) are contained in Schedule 1.

### **17. INCREMENTAL PROGRESSION**

#### **17.1 Incremental progression**

Incremental progression is available for staff classified at HEW levels 1-10 inclusive, excluding casual staff and those staff at the top salary point of the relevant HEW level (2 to 10).

On completion of twelve (12) months service on the highest increment of HEW 1 an eligible staff member will progress to the first increment of HEW 2 subject to satisfactory performance as assessed through PPR-PS. Incremental progression will then be available through HEW 2 in accordance with the provisions of this Clause.

On completion of twelve (12) months satisfactory service, in accordance with the agreed performance plan developed under the Performance Planning and Review for Professional Staff Policy a staff member will progress to the next increment within the salary scale unless a recommendation to withhold the increment is received by the Human Resources Director at least four (4) weeks prior to the increment falling due.

#### **17.2 Withholding an increment**

An increment may only be withheld where a staff member is subject to the formal procedures, which have commenced relating to unsatisfactory performance, misconduct or serious misconduct. Formal proceedings are deemed to commence once subclause 47.2 (c), in the case of unsatisfactory performance, or subclause 48.2 (b), in the case of misconduct or serious misconduct, have been invoked.

Subject to any disciplinary action arising from these procedures, where appropriate, the increment date will be adjusted.

### **18. JOB FLEXIBILITY**

Staff members are required to perform duties as nominated by the University consistent with the classification descriptions detailed in Schedule 1. Staff performing new duties will receive training where appropriate and/or instruction prior to commencing such tasks. Staff may be required to participate in job rotation or multi-skilling in consultation with their supervisor and consistent with the appropriate classification level.

### **19. TRIAL REVIEW OF UNSUCCESSFUL JOB EVALUATION APPLICATIONS**

**19.1** The University agrees to conduct a twelve (12) month trial of a Job Evaluation Review Process to commence no later than three (3) months after 1 November 2005.

**19.2** The trial will include a review panel comprising one (1) staff member elected by professional staff, (1) Union nominee and one (1) University nominee who will be trained in job evaluation.

- 19.3** The outcome of the trial including recommendations will be reported to the Registrar and to the SCC. Recommendations accepted by the Registrar will be implemented as soon as practicable following receipt of the panel's report.
- 19.4** The SCC will be consulted during the period of the trial and during the implementation of any recommendations.
- 19.5** This trial will not review the existing job evaluation methodology. However the trial of a job evaluation process review may examine the evaluation process and/or consistency in application of the methodology used in assessing decision outcomes.
- 19.6** A staff member whose job evaluation application was either not finalised or unsuccessful from 28 August 2005 onwards, can also make application for review.

## **20. LINKED CLASSIFICATIONS**

The Linked Classification Scheme - Professional Staff facilitates the linking of two HEW classification levels to meet the strategic and operational needs of an organisational area.

The Guidelines are located on the Human Resources web site and do not form part of the Agreement.

## **21. SALARY INCREASES AND RATES OF PAY**

### **21.1 Salary increases**

The Agreement provides for a salary increase of 24% (which compounds to 26.53%) on minimum rates of pay to all professional staff. The salary increase will be paid in the following instalments:

- 4% paid 1st December 2003;
- 4% paid 1st December 2004;
- 4% due 1st December 2005;
- 4% due 1st December 2006;
- 4% due 1st December 2007.
- 4% due from the last full pay period prior to the expiry date of the agreement

If the University is unable to secure the additional Commonwealth Grant Scheme funding stipulated in the Higher Education Support Act 2003 and made conditional upon the University meeting the National Governance Protocols and the Higher Education Workplace Relations Requirements, there is agreement to enter discussions on this issue and any impact this may have on the proposed 2008 salary increase.

### **21.2 Minimum Payable Rates of Pay**

Schedule 2 sets out the salary scale of minimum pay rates for full-time professional staff.

### **21.3 Apprentice rates of pay**

Apprentices under the age of twenty-one (21) are paid a percentage of the first adult step of the HEW Level 3 classification salary rate according to years of apprenticeship, as follows:

1st year	40%
2nd year	55%
3rd year	75%
4th year	90%

Adult apprentices (that is, at least twenty-one (21) years of age) will be appointed to the first adult step of the HEW Level 2 classification salary rate and are eligible to increment after twelve (12) months satisfactory service.

#### **21.4 Junior rates of pay**

Junior rates of pay are applicable to HEW Levels 1,2 3 and 4 and set out in Schedule 2. The minimum rates payable to juniors appointed following the date of certification of this Agreement is a percentage of the first step of the relevant adult classification rate according to age, as follows:

- 16 yrs - 50%
- 17 yrs - 60%
- 18 yrs - 70%
- 19 yrs - 80%
- 20 yrs - 90%

## **22. ALLOWANCES**

### **22.1 Meal allowances during overtime**

The provisions relating to meal allowances during overtime are contained in subclauses 30.6(a), (b) or (c), whichever is applicable to the relevant staff member.

### **22.2 Higher duties allowance**

When a professional staff member temporarily performs duties of a higher classified position (eg. acts in a vacant position or replaces a staff member on leave) for five (5) consecutive working days or more he/she will be paid an allowance equivalent to the difference between his/her own salary and the minimum salary of the higher classification.

On completion of twelve (12) months satisfactory service in a higher position the staff member, will receive an incremental progression to the next step on the acting HEW level.

Where a staff member is not performing the full range of duties of the person being relieved, a percentage of higher duties will be paid on a pro-rata basis.

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

Superannuation contributions to the UniSuper scheme are paid based on the higher duties salary from the first day of the period of higher duties exceeding twelve (12) months. Superannuation contributions to the Q Super Defined Benefit Plan, are paid based on the higher duties salary from 1 July of each year if the period of higher duties has been continuous from at least the 1 July of the previous year.

### **22.3 First aid allowance**

Staff eligible for first aid allowance will be paid \$21.22 per fortnight.

- (a) Security officers are required as part of their normal duties to be First Aid Officers and will be paid a first aid allowance. The University will fund the obtaining and renewal of first aid certificates to security officers.
- (b) Where a staff member is designated as a First Aid Officer and the staff member agrees in writing to undertake the role of a First Aid Officer the University will:
  - Fund the obtaining and renewal of first aid certificates; and
  - Pay an allowance per fortnight in addition to the staff member's ordinary rate of pay.

- (c) Staff eligible for first aid allowance will be paid \$21.22 per fortnight from the certification of the Agreement.

#### **22.4 Sanitary allowance**

An allowance of \$12.23 per fortnight is payable to a staff member required to clean toilets connected with septic tanks or sewerage, in addition to the normal rate of pay.

#### **22.5 Tool allowance**

A tool allowance of \$40 per fortnight will be paid to Electrical Trades and Building Trades staff who are required to supply and use their own tools. Signwriters, painters and glaziers who are required to supply and use their own tools will be paid \$11.48 tool allowance per fortnight.

#### **22.6 Travel allowance**

Travel allowance will be paid in accordance with the rates determined by the Australian Taxation Office and will be varied from time to time. The rates are available in the Manual of Policies and Procedures.

#### **22.7 Field trip allowances**

Staff who are required to participate in field trip programs and camp out overnight in accommodation other than hotels, motels or registered lodging houses, and who are not supplied with complimentary accommodation and meals, will be paid an allowance of \$53.40 per night.

#### **22.8 Use of privately owned vehicles**

Privately owned vehicles may only be used when a University vehicle is unavailable and where use of a privately owned vehicle has been approved by an authorising officer.

Vehicle mileage rates are aligned with the Australian Taxation Office recommended rates and available in the Manual of Policies and Procedures.

### **23. SUPERANNUATION**

**23.1** The University will make and maintain contributions to the Uni Super and Q Super superannuation schemes for all eligible staff, including new staff, at the relevant level of contribution in effect at the date of certification of this Agreement for the life of this Agreement.

**23.2** After 30 June 2006 the University may consider providing eligible staff with the choice of superannuation fund.

If choice of fund is offered, the University will make and maintain the relevant employer contribution levels in place at the time of certification of this Agreement.

**23.3** During the life of this Agreement, the University will consult should any amendments occur to relevant legislation or to the Trust Deeds of the relevant funds which impact upon the funds. Consultation will occur with affected staff and where they request a staff representative prior to any changes being made.

### **24. FLEXIBLE REMUNERATION SCHEME**

**24.1** The flexible remuneration scheme is available to all ongoing and fixed-term staff members, provided that the fixed-term appointment is for a minimum period of twelve (12) months.

**24.2** Details of the Scheme are outlined in University policy.

- 24.3** The scheme provides for staff members to package gross salary up to a maximum of 50% of their total employment cost, in return for non-cash benefits offered by the University. Staff members are required to meet the full cost of the provision of such benefits and associated taxation and administration costs. Total employment cost means current gross salary, plus loadings, plus superannuation and payroll tax.
- 24.4** Participation in the flexible remuneration scheme is voluntary and reviewed annually. Participants are encouraged to seek financial advice prior to participating in the scheme. Staff will be required to sign a release form if they decline to seek financial advice.
- 24.5** Allowances and/or payments not paid as part of base salary such as overtime, travel allowance, meal allowance or higher duties allowance are not to be considered as part of gross salary for the purposes of flexible remuneration.

## **PART C – HOURS AND PATTERNS OF WORK**

### **25. WORK CYCLE**

#### **25.1 Professional staff**

Full-time staff are appointed to work 145 hours over a four (4) week cycle.

#### **25.2 Research Assistants and Senior Research Assistants**

Full-time research assistants and senior research assistants work 145 hours over a four (4) week cycle in accordance with the flexible hours arrangements as prescribed in subclauses 29.4, 29.5, and clause 30 only.

**25.3** Hours of duty for staff covered by subclause 25.1 and 25.2 are not to exceed ten (10) consecutive hours in any one (1) day (excluding overtime and unpaid meal breaks). Part-time and casual staff will work the contracted hours over a four (4) week cycle, within the limits prescribed in subclauses 39.2(a) for (part-time staff) and 38.3 (b) (for casual staff).

### **26. PATTERNS OF WORK**

The University has three different work patterns within the work cycle defined in Clause 25.1 for professional staff as follows:

- **A Span of hours** (refer Clause 27)
- **Shift work** (refer Clause 28)
- **A flexible hours arrangement** whereby the span of hours is agreed between the staff member and the supervisor (refer Clause 29)

The conditions pertaining to each pattern of work, including span of hours and weekend work, are detailed in Clauses 27, 28 and 29. Provisions pertaining to overtime are detailed in Clause 30.

### **27. HOURS OF WORK**

**(excluding shift workers / research assistants and senior research assistants)**

#### **27.1 (a) Span of Hours**

Staff will be required by the University to work within the span of hours in accordance with the category in which the staff member is employed except where a flexible hours arrangement is introduced (see Clause 29).

The span of hours for each category of staff is as follows:

<b>Category of Staff (excluding shift workers)</b>	<b>Span of Hours</b>	
Clerical & Administrative Staff, Laboratory Assistants, Technicians, Technologists, Computing Staff	8am – 6pm	Monday to Friday
All Library Staff (including Nightline Staff), Book Shop Staff,	open span	Monday to Sunday
QUT Precinct Staff (Technicians, Events Officers, Event Coordinator, Public Arts Curator)	open span	Monday to Saturday

<b>Category of Staff (excluding shift workers)</b>	<b>Span of Hours</b>	
QUT Information Call Centre staff	7.30am - 8pm	Monday to Friday
Demonstrators/Instructors	open span	Monday to Friday [Provided that all time worked after 6pm actually engaged in teaching will be counted at time and one-half for the purpose of calculating the number of hours worked in that week.]
Building Officers, Forepersons, Groundstaff, Attendants, Electrical Trades Staff, Building Trades Staff, Caretakers	6.00am - 6.00pm	Monday - Friday
Security Officers (excluding shift workers), Parking Officers	6am – 6pm	Monday to Sunday
Cleaning Staff	5am-6pm	Monday to Friday

**(b) Open Span**

Open span means staff can be rostered to start and finish during the twenty-four (24) hour cycle over any five (5) consecutive days from Monday to Sunday. QUT Precinct Staff as referred to in subclause 27.1 (a) will be rostered from Monday to Saturday. Hours of duty are not to exceed ten (10) consecutive hours in any one (1) day.

**27.2 Weekend work**

Subject to the exceptions listed below, all time worked on a Saturday will accrue or be paid at 150% of the ordinary rate of pay for the first three (3) hours and 200% for hours worked thereafter. All time worked on a Sunday will accrue or be paid at 200% of the ordinary rate of pay.

**(a) Exception - Security officers and parking officers (non-shift workers)**

All time worked on a Saturday will accrue or be paid at 150% of the ordinary rate of pay. All time worked on a Sunday will accrue or be paid at 200% of the ordinary rate of pay.

**(b) Exception - Cleaning staff**

All time worked on a Saturday will accrue or be paid at 150% of the ordinary rate of pay. All time worked on a Sunday will accrue or be paid at 175% of the ordinary rate of pay.

**(c) Exception - Casual staff employed in Information Technology Services**

All time worked on a Saturday or Sunday will be paid at ordinary rate of pay in addition to the casual loading of 23% (refer subclause 38.3(b)).

**28. SHIFT WORK****28.1 Application**

This Clause applies to the following staff who work a rostered shift arrangement:

- security staff, night cleaning staff, library staff, parking officers
- computer operators in the Department of Information Technology Services
- laboratory assistants employed in the Faculty of Information Technology

**28.2 Shift penalty**

A 15% shift penalty is payable to a shift worker under the following circumstances:

<b>Category of staff</b>	<b>Circumstances under which shift penalty to apply</b>
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Security officers	where the majority of the shift is worked between 4.00pm and 8.00am
Computer operators	where the shift commences at or after noon and before 6.00am
Night cleaners	where the shift commences at or after 10.00pm and before 6.00am
Library staff	where the majority of the hours are worked after 4.00pm
Laboratory assistants	where the majority of the hours are worked after 4.00pm
Parking officers	where the shift concludes after 6.00pm

### 28.3 Weekend penalty rates

A shift worker working between midnight on Friday and midnight on Saturday during an ordinary shift will be paid at 150% of the ordinary rate of pay. All time worked between midnight on Saturday and midnight on Sunday during an ordinary shift will be paid at 200% of the ordinary rate of pay.

### 28.4 Notification of rosters and changes to rosters for shift workers

- (a) Staff members will be notified one (1) week in advance of the roster provided that notification by 1.00pm on Monday will be sufficient notice for the week commencing on the following Monday.
- (b) Changes within a roster will be by agreement between the University and the staff member concerned, but, failing agreement, twenty-four (24) hours notice of a change to a roster will be given or double time will be paid for the next shift.

## 29. FLEXIBLE HOURS ARRANGEMENTS

### 29.1 Definition

These provisions allow for the option of varying existing span of hours working arrangements in response to the operational needs of the organisational unit and/or in response to the needs of staff within it.

All research assistants and senior research assistants will work flexible hours arrangements as detailed in subclause 29.4. For all other professional staff this arrangement can only be introduced following consultation with and agreement by the supervisor of the organisational unit and each staff member affected. The provisions of this Clause exclude staff whose working patterns are primarily of a shift work nature (refer Clause 28).

### 29.2 Hours of duty

A flexible hours arrangement is a change to the existing span of hours worked by a staff member(s) (subclause 27.1 (a)). Hours of duty for a full-time staff member under a flexible work arrangement will be 145 hours over a four (4) week cycle with such hours worked on no more than five (5) days in any seven (7) days. A staff member will normally receive two (2) consecutive days off in any seven (7) days. These designated days off will be recorded in the flexible hours agreement. If a staff member is required to work on a designated day off, he/she will be paid according to the provisions of subclause 30.4(a), unless otherwise mutually agreed.

29.3 Provisions relating to the making and varying of a flexible hours arrangement will be accordance with University policy in the Manual of Procedures and Policy. The University will consult with the SCC prior to any proposed changes to this policy.

### 29.4 Research assistants and senior research assistants

All research assistants and senior research assistants will work flexible hour arrangements. Each arrangement will be determined to suit the specific needs of the research project and hours may be of an irregular nature. The arrangement will be recorded in writing.

Hours may be worked on more than five (5) out of seven (7) days and days taken off by the staff member may be taken as single days. Conditions prescribed in 29.5 and 30 apply to research assistants and senior research assistants.

### **29.5 Rates of pay for staff working flexible hours arrangements**

The working of a flexible hours arrangement under this Clause will not be deemed to be the working of a shift (as defined in subclause 28.2) for the purposes of accruing a shift penalty. Ordinary rates of pay will apply to all normal hours worked under this arrangement, including normal hours of work performed on Saturdays and Sundays.

## **30 OVERTIME**

### **30.1 Eligibility for overtime**

The University can require a staff member to work reasonable overtime at overtime rates.

Staff under provisions in Clause 27.1 and staff working flexible hours arrangements classified up to and including HEW 7 are eligible for paid overtime or time off in lieu in accordance with this Clause. Staff classified above HEW 7 are not normally eligible for paid overtime but are eligible for time off in lieu of the equivalent amount of overtime. Under special circumstances, the supervisor may make a case to the Human Resources Director for the payment of overtime for staff classified above HEW 7.

All shift workers as defined in Clause 28.1 are eligible for overtime.

### **30.2 When overtime occurs**

Full-time staff members:-

- (a) When a staff member (excluding shift, and flexible hours workers) is required to work, outside of the normal span of hours as defined in subclause 27.1; or more than ten (10) hours in any one (1) day; or more than 145 hours in the four (4) week cycle.
- (b) For shift workers and flexible hour arrangements overtime occurs when required to work more than ten (10) hours in any one (1) day; or more than 145 hours in the four (4) week cycle.

Part-time staff members: - When the staff member works in excess of the total number of normal hours in their four (4) week cycle.

Casual staff (excluding casuals employed in QUT Precincts): - When the staff member works in excess of seven and a quarter (7.25) hours in any one day.

Casual staff employed in QUT Precincts: - When the staff member works in excess of ten (10) hours in any one day.

Overtime only occurs where work cannot reasonably be performed during normal rostered hours, except where the staff member and supervisor have agreed to other arrangements in respect of the excess time worked and for staff working flexible arrangements where work cannot be reasonably performed during ordinary hours. For the purposes of calculating overtime payments, overtime will be rounded to the nearest quarter of an hour.

### **30.3 Approval of overtime**

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

**30.4 Rates payable for overtime****(a) Staff under provisions in clause 27 and flexible hours arrangements**

The rates of pay for overtime worked will be 150% of the staff member's ordinary rate of pay for the first three (3) consecutive hours and 200% of the ordinary rate of pay for the rest of the overtime where more than three (3) hours overtime is worked on one occasion.

**(b) Shift workers**

- i) Subject to the exception below, a shift worker regularly rostered to work according to a roster providing for more than one shift per day will be paid for overtime at the rate of 200%, calculated on the ordinary rate of pay in addition to any applicable shift penalty rate.

**Exception** - library staff and laboratory assistants.

Overtime will accrue or be paid for at the rate of 150% of the staff member's ordinary rate of pay for the first three (3) hours and 200% thereafter Monday to Saturday, and 200% on Sunday.

- ii) All time worked on a shift worker's rostered day off will be paid for at 200% of the staff member's ordinary rate of pay and all overtime worked on Saturday and Sunday will be paid for with a minimum payment as for two (2) hours work.
- iii) Shift workers who are required to work more than one shift per day or who are recalled to duty more than two (2) hours after completing or no less than two (2) hours prior to commencing an ordinary shift will be paid at the rate of 200% of the staff member's ordinary rate of pay for the shift to be worked.

(c) Time off in lieu provisions are in clause 31.

**30.5 Minimum break following overtime**

A staff member who has worked overtime should be given a minimum break of ten (10) hours between the time of ceasing overtime work and next commencing normal work. No deduction will be made from a staff member's pay because of time lost when on this break.

A staff member not provided with a ten (10) hour break will be paid at twice the staff member's ordinary rate of pay for all time worked until a break of not less than ten (10) hours has been received.

This provision does not apply to a staff member recalled (refer Clause 34) to work after the normal ceasing time where the actual time worked on the recall/s is less than three (3) hours.

**30.6 Meal allowance during overtime**

- (a) A staff member is entitled to be paid a \$12.48 meal allowance in addition to any payment for overtime where the staff member is required to work overtime for more than one (1) hour before or after the staff member's normal starting or ceasing times and he/she cannot reasonably be expected to return to his/her residence for a meal.

Where a staff member continues or resumes duty for more than one (1) hour after their ordinary ceasing time and cannot reasonably be expected to return to his/her residence for a meal and has an unpaid meal break of at least forty-five (45) minutes before the completion of overtime a \$18.72 meal allowance is paid.

**(b) On ordinary days of work - Flexible Hours Arrangements**

A staff member is entitled to be paid a meal allowance in addition to any payment for overtime where the staff member is required to work more than ten (10) hours in any one (1) day and he/she cannot reasonably be expected to return to his/her residence for a meal.

**(c) Weekends or Public Holidays**

These provisions also apply to flexible hours arrangements on days normally rostered off.

Where a staff member is required to work overtime for more than four (4) hours, a \$12.48 meal allowance is paid.

Where a staff member continues or resumes duty for more than one (1) hour after completing four (4) hours overtime and cannot reasonably be expected to return to her/his residence for a meal and has an unpaid meal break of at least forty-five (45) minutes prior to continuing overtime, a \$18.72 meal allowance is paid.

**31. TIME OFF IN LIEU**

The time off in lieu provisions relating to each of the three different work patterns outlined in clauses 27 (Span of Hours), 28 (Shift Work) and 29 (Flexible Hours Arrangements) are as follows:

- i) A staff member and the supervisor may agree that overtime may be taken as time off in lieu of payment.
- ii) The time off in lieu will accrue at a rate equivalent to the amount of overtime which would otherwise have been paid.
- iii) Accrued time off in lieu will not normally exceed five (5) working days and will be taken at a mutually agreed time, normally within thirty (30) days of accrual. In special circumstances and by mutual agreement with the supervisor a staff member may accrue in excess of five (5) days and may take such accrued time off in lieu in block periods during non-peak periods. In any case, time off in lieu must be taken within six (6) months of having been accrued.
- iv) The supervisor will maintain a record of time accrued and time taken off in lieu for each staff member.
- v) Where a supervisor and staff member agree that accrued time off in lieu could not be taken within six (6) months, payment of accrued time off in lieu for the preceding six (6) months will occur if so requested by the staff member or supervisor.
- vi) Where a staff member resigns prior to taking accrued time off in lieu, the University will pay the equivalent time in lieu. Payment under these circumstances is limited to time off in lieu accrued in the six (6) months prior to the effective date of resignation.

**32. MEAL BREAKS**

No staff member will be required to work more than five (5) consecutive hours without an unpaid meal break of at least thirty (30) minutes. Staff required to work overtime are entitled to be paid the prescribed meal allowance (refer to subclause 30.6).

**33. REST PAUSES**

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

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

The following exceptions apply:

- (a) Security officers and parking officers.** In addition to the rest pauses prescribed above, security officers and parking officers employed on a shift basis are entitled to a paid meal break of thirty (30) minutes that will be counted as working time.

**(b) Computer operators.** In addition to the rest pauses prescribed above computer operators working a shift commencing at or after noon and before 6.00am are entitled to a paid meal break of thirty (30) minutes that will be counted as working time.

### **34. ON-CALL AND RECALL**

**34.1** This Clause applies only to staff engaged in the provision of computing support within the Department of Information Technology Services.

**34.2** On-call arrangements occur where a staff member is required to be contactable and on-call to perform work outside of normal working hours, either at the workplace or elsewhere. Staff will not be required to remain on-call for more than two (2) weeks in a four (4) week period, unless otherwise agreed. The times during which they are expected to be on-call will be specified in advance.

**34.3** Re-call occurs when a staff member is recalled to perform work at a time when the staff member would not ordinarily be at work and was not notified prior to finishing work that they would be called back. Where a staff member agrees to perform additional duties, either at the workplace or elsewhere, they will be paid in accordance with subclause 34.4 (b).

#### **34.4 On-call allowance**

**(a)** A staff member who is placed on-call will be paid an allowance for each hour during which he/she is on-call as follows:

- Monday to Friday 10 % of the ordinary hourly rate of pay
- Saturday 12 % of the ordinary hourly rate of pay
- Sunday/Public Holidays 14.5 % of the ordinary hourly rate of pay

This allowance will be calculated on the ordinary rate of pay being paid at the time.

Where a staff member in receipt of the on-call allowance is required to perform additional duties (i.e. recalled to duty), the payment of the on-call allowance will continue on the staff member's ordinary rate of pay.

**(b)** Staff who are required to perform additional duties will be entitled to a minimum payment of two (2) hours at the overtime rate of pay. The minimum payment applies only to the first attendance on any one (1) day and does not apply to calls prior to the staff member's normal starting time and merging into their normal working hours. A staff member who is recalled back to the workplace will be paid at the appropriate overtime rate inclusive of travel.

## PART D- LEAVE

### 35. PUBLIC HOLIDAYS

#### 35.1 Work on Public Holidays

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

#### 35.2 Public holidays falling on a rostered day off (excluding Saturday and Sunday)

(a) Where a public holiday falls on a staff member's rostered day off, the staff member is entitled, at the discretion of the University, to either:

- (i) payment of an extra day's pay; or
- (ii) time off at a time mutually agreed between the staff member and the University and normally within the four week cycle, or at the time the staff member takes recreation leave with this extra time not attracting recreation leave loading.

(b) Library part-time staff rostered on a rotational basis are paid or given time off on a proportional basis.

### 36. LEAVE ENTITLEMENTS

The following table sets out the basic entitlements for staff in each of the leave categories. Further provisions for the granting and taking of leave and all leave related entitlements will be in accordance with the relevant policies in the Manual of Policy and Procedures.

Leave type	Employee Category	Entitlement	Conditions
<b>Recreation Leave</b>	Full-time (excl continuous shift workers)	4 weeks for each 12 months of continuous service.	-Can take leave in unbroken periods. -Maximum accrual is 2 years leave entitlement. -Leave loading of 17.5 % of ordinary salary except where shift and penalty payment would be greater.
	Part-time	Accrues on a proportional basis of the full time entitlement.	
	Continuous shift workers	5 weeks for each 12 months of continuous service.	
<b>Sick Leave</b>	Full time	10 days (cumulative) per annum.	-Staff employed as on-going or for at least 12 months have entitlement in advance for first year of entitlement -On sick leave for more than 3 consecutive days must provide medical certificate.
	Part time	Accrues on a proportional basis of the full time entitlement.	
	Casual	No entitlement to paid sick leave.	

Leave type	Employee Category	Entitlement	Conditions
<b>Long Service Leave</b>	Full time	On completion of 10 years service entitled to 6.5 days paid leave for each year of continuous service.	<ul style="list-style-type: none"> <li>-Maximum accrual is 90 days (80 days from 1 July 2006) before a staff member is required to take leave with 12 months notice.</li> <li>-Can take leave in minimum lots of 1 week, or less than 1 week with approval of HR Director.</li> <li>-Recognition of previous service subject to policy.</li> <li>-Applies to casual staff that have completed 10 years continuous service on or after 21 June 1990.</li> </ul>
	Part time	Accrues on a proportional basis of full time entitlement.	
	Casual	Formula: Total hours x 0.025 x hourly rate. Hourly rate is average of the hourly rate paid during the 12 mths service prior to taking long service leave.	
<b>Maternity Leave</b>	Full time – primary carer	26 weeks paid leave after 12 months service. 12 weeks paid leave between 9 -12 months service. Nil paid leave less than 9 months service. 26 -52 weeks unpaid parental leave.	<ul style="list-style-type: none"> <li>-Maximum period of leave is 52 weeks.</li> <li>-Entitled to return to position held immediately prior to taking parental leave.</li> <li>-12 weeks paid leave in special circumstances defined in policy.</li> </ul>
	Part time – primary carer	Paid on proportional basis of the full time entitlement	
	Casual – primary carer	52 weeks unpaid leave.	
<b>Partner Leave</b>	All staff – (excluding casuals)	5 days paid leave after 12 months service. 3 days paid leave between 9 - 12 months service. 52 weeks unpaid leave if primary carer.	<ul style="list-style-type: none"> <li>-No entitlement to paid maternity leave.</li> <li>-Can be taken in single days.</li> <li>-Maximum period of leave is 52 weeks.</li> </ul>
<b>Adoption Leave</b>	All staff - primary carer (excluding casuals)	Entitled to paid maternity leave, partner leave or unpaid parental leave as above.	-Maximum period of leave is 52 weeks.
	Casuals – primary carer	52 weeks unpaid leave	
<b>Personal Leave</b>	All staff (excluding casuals)	7 days paid leave each 12 months.	Non-cumulative. At University discretion.
	Part Time	Accrues on proportional basis of the full time rate.	
	Casuals	Nil entitlement.	
<b>Defence Forces Leave</b>	All employees (excluding casual)	Paid leave.	<ul style="list-style-type: none"> <li>-Only members of Reserve Forces.</li> <li>-In accordance with Federal Government Provisions.</li> </ul>

Leave type	Employee Category	Entitlement	Conditions
<b>Jury Service</b>	All employees (excluding casual)	Paid or Unpaid leave.	Staff can elect to receive: a) unpaid leave - can retain all jury fees; or b) full pay, jury fees must be paid to the University.
<b>State Emergency Services Leave</b>	All Employees	Paid Leave.	-Only members of State Emergency Service. -Emergency declared by authority of the <i>Counter Disaster Organisation Act</i> , or at HR Director's discretion.
<b>Leave Without Pay</b>	All employees	Unpaid leave	-Recreation leave entitlement should be used first. -At University discretion.
<b>Workplace Relations Training Leave</b>	All staff (excluding casuals)	5 days per calendar year at ordinary rate of pay.	-Subject to work area not being unduly affected or inconvenienced. -Two weeks notice prior to taking leave.

### 37. REDUCED WORKING YEAR SCHEME

All staff members (excluding casual staff) are eligible to apply to their supervisor for agreement to work a Reduced Working Year. Under the Reduced Working Year, within a twelve (12) month period, a staff member is entitled to have up to eight (8) weeks paid leave in addition to the normal four (4) weeks recreation leave, with a commensurate reduction in total salary rate for the twelve (12) months. The additional leave (up to eight (8) weeks) provided to the staff member under the Reduced Working Year will not attract leave loading.

Staff participation in the scheme is optional and at the request of the staff member. Approval by the University to participate in the scheme will depend on balancing operational requirements with increased flexibility options and choice for staff. Performance decisions will be based on the proportion of work appropriate to the position.

The entitlement will be applied in accordance with the policy in the Manual of Policies and Procedures. The University will consult with the SCC prior to any proposed changes to this policy.

## **PART E - OTHER CONDITIONS**

### **38. CATEGORIES OF APPOINTMENT**

This clause places no limits on the forms and mix of employment arrangements that the University may enter into with staff.

#### **38.1 Ongoing appointment**

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

#### **38.2 Fixed-term appointment**

A fixed-term appointment is an appointment (either full-time or part-time) made for a specific period of time or for a specified task or project. A fixed-term appointment is terminable by the University during a probationary period, for unsatisfactory performance, for cause based upon serious misconduct or for redundancy.

Where due to unforeseen circumstances, the work required to be performed cannot be completed in the term of appointment, the University may extend the period of appointment (once only for a period of up to six (6) months) with the staff member's agreement in writing. Such an extension will be treated as part of the fixed term appointment and not as a renewal of the fixed term appointment. However such an extension cannot be used to avoid payment of severance pay.

A fixed term staff member who has a period of continuous service with the University in a classification which has an incremental structure shall be entitled to progress through the structure as outlined in Clause 17.

Following the expiration of a fixed-term appointment and where it is determined that the position will continue, the University will offer the staff member appointment to that position where:

- (i) the duties of the position remain substantially unchanged; and
- (ii) the staff member was initially appointed through a merit based selection process; and
- (iii) the staff member has demonstrated satisfactory performance.

#### **38.3 Casual Appointment**

**(a)** A casual appointment is an appointment of a staff member by the hour and the payment of such staff member on an hourly basis that includes a loading to compensate for agreement and award based benefits for which a casual staff member is not eligible.

#### **(b) Minimum Hours of Employment**

Casual staff:

- may be employed to work from three (3) to 36.25 hours per week;
- are paid an hourly rate equal to the appropriate weekly rate divided by 36.25 hours plus a 23% loading; and
- will receive a minimum payment of three (3) hours for each engagement, except for
  - i) persons who are students (including post graduate students) who are expected to attend the University on that day in their capacity as students shall have a minimum period of engagement of one (1) hour; or

- ii) persons with a primary occupation elsewhere (or with the University) shall have a minimum period of engagement of one (1) hour.
- iii) In order to meet his/her personal circumstances, a casual employee may request and the employer may agree to an engagement for less than the minimum of three (3) hours.

**(c) Conversion from casual to non-casual employment**

Applications for conversion to ongoing employment (including semester-based and part-time employment) will be considered six (6) months from 28 May 2005  
A casual staff member must not be engaged and re-engaged nor have his/her hours reduced in order to avoid any obligation under this Clause.

To be eligible to apply for conversion, a casual staff member must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either over the immediately preceding period of twelve months and in those immediately preceding twelve months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee or over the immediately preceding period of at least twenty-four (24) months.

Occasional and short-term work performed by the staff member in another classification, job or department shall not affect the staff member's eligibility for conversion.

The University shall not unreasonably refuse an application for conversion but may refuse an application on reasonable grounds, including, but not limited to:

- (i) the staff member is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required;
- (ii) the staff member is a genuine retiree;
- (iii) the staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within twenty-six (26) weeks (from the date of application);
- (iv) the staff member has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;
- (v) the staff member does not meet the essential requirements of the position; or
- (vi) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

Provisions relating to conversion from casual to non-casual employment will be in accordance with the policy in the Manual of Policies and Procedures. The University will consult with the SCC prior to any proposed changes to this policy.

**38.4 Additional appointments**

As a general principle, a staff member should be employed under a single employment contract. However, it is recognised that full-time and part-time staff may also voluntarily engage in casual employment with the University, which is normally work that is distinct and separate from the staff member's normal duties.

**39. MODES OF EMPLOYMENT**

**39.1 Full-time appointment**

A staff member holding a full-time appointment will be required to work the hours as prescribed in Clause 25 'Work cycle'.

**39.2 Part-time appointment**

- (a) A staff member holding a part-time appointment will be required to work for a proportion of the hours of a full-time staff member with such hours worked as a regular number of hours per week. However, staff may, by mutual agreement with the supervisor, work more or less than the average weekly hours, provided that at the end of the four (4) week cycle, the total hours worked equates to the appropriate proportion.
- (b) The regular daily working hours of a part-time staff member will be worked continuously, excluding meal breaks, and will not be less than three (3) hours or more than the maximum hours worked per day by a full-time staff member, unless otherwise agreed between the staff member and the supervisor. A part-time staff member will have fixed commencing and ceasing times within the spans of hours detailed in Clause 27 or as agreed through the provisions of Clause 29.
- (c) A part-time staff member will be paid the appropriate fortnightly rate multiplied by the appropriate fraction of their employment and will be paid at proportional rates for leave entitlements

**39.3 Semester employment arrangement****(a) Principles**

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

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

**(b) Conditions**

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

Appointment on a semester employment basis will not be made where the appointment exceeds a maximum of 0.8 of a full-time equivalent (1508 hours per year).

At least every six (6) months the supervisor will discuss with the staff member the weeks required to be worked during the following six (6) months. There may be a requirement to increase the hours of work up to 36 ¼ hours per week at various times throughout the year. Any increases to the hours of work will be by mutual agreement and payment will be made at the ordinary rate of pay.

Staff members employed on a semester basis will be paid for work as it is undertaken. Recreation leave and long service leave will accrue during hours worked and not during periods of unpaid leave. Where possible accrued recreation leave should be taken upon ceasing a period of paid employment. At the option of the staff member accrued recreation leave may be taken either at the end of each period of paid employment or at the end of the last period of paid employment for the calendar year.

Excluding periods of paid leave (recreation leave, long service leave) semester based staff members are deemed to be on unpaid leave at all other times of the year.

Semester based staff members will not be paid over the Christmas/New Year closure period unless they are required to work over that period.

## **40. INDIGENOUS EMPLOYMENT**

### **40.1 Definition**

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

### **40.2 Employment Strategy**

#### **(a) Principles**

There is a commitment to increasing employment and development opportunities for Indigenous Australians consistent with and building upon the QUT Indigenous Australian Employment and Career Development Strategy (2002-2007).

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

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

#### **(b) Objectives**

The Strategy includes measures to increase Indigenous employment and participation at all levels of work activity throughout the University and is guided by the employment target of seventy (70) full-time equivalent ongoing positions held by Indigenous staff by 2007.

Measures will include:

- Identification of positions for which being an Indigenous Australian is a genuine occupational qualification.
- Designation of positions which offer genuine developmental opportunities to Indigenous staff.
- Facilitating and encouraging the direct involvement of Indigenous employees in determining their own career strategies, goals and objectives.
- Maximising career development for current and new Indigenous staff in order to enhance experience of University operations.
- Ensuring that management and staff are provided with opportunities to receive appropriate training and exposure to Indigenous knowledge and culture.
- Progress towards the target for Indigenous employment can be raised through the Staff Consultative Committee.

**(c) Indigenous Australian Employment and Career Development Working Party**

The Working Party will include the Deputy Vice-Chancellor (Academic), the NTEU Queensland Secretary and one nominee of the Unions respondent to this Agreement, a University senior manager (nominated by Deputy Vice-Chancellor (Academic)), the Human Resources Director or nominee, the Oodgeroo manager, the Indigenous Employment Officer, an Indigenous staff member (Oodgeroo unit) elected by Oodgeroo staff and an Indigenous staff member (non Oodgeroo unit) elected by Indigenous staff outside Oodgeroo unit.

The Working Party will recommend actions and strategies to the Deputy Vice-Chancellor (Academic) and provide a six-monthly report to the Consultative Committees.

The Working Party will be expected to liaise with the Aboriginal and Torres Strait Islander committee of the University.

**(d) Oodgeroo Unit**

The long-term effectiveness of the Unit and QUT is dependent on Indigenous Australian people being the overwhelming majority of employees in the Unit. This can be supported by:

- Vacant and new positions being advertised as either:
  - 'identified' ones for which being an Indigenous Australian is a genuine occupational qualification; or
  - 'specified' for which preference will be given to Indigenous candidates.
- Establishing training and development opportunities that will enable a full range of administrative and professional activities to be undertaken by Indigenous staff.

**(e) Employment of Non-Indigenous Staff in Identified positions**

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

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

**(f) Language Allowance**

The Authorising Officer will approve the payment of a language allowance to eligible Indigenous staff. Where an Indigenous staff member uses an Indigenous language in performing their work they will be paid a language allowance as follows:

Level 1 Elementary	\$1,264.83 pa
Level 2 is ordinary purposes of conversation	\$2,530.74 pa

**(g) Cultural Leave**

Leave for cultural purposes is provided under Clause 36 Leave Entitlements (Personal Leave). Leave additional to the entitlement available under Personal Leave may be granted in certain circumstances.

**41. JOB SHARING**

Job sharing is a voluntary arrangement where staff share a position, with each staff member working on a part-time basis. Where staff wish to enter into a job sharing arrangement, the proposal should be discussed with the relevant supervisor in the first instance.

Any request to job share will not be unreasonably refused by the supervisor to assist staff members in meeting work and personal commitments.

## **42. WORKPLACE BEHAVIOUR**

In the event that any staff member believes that another staff member (including a supervisor) is in breach of the University's Code of Conduct, the staff member holding this view may refer his or her concerns to the relevant officer or the Registrar.

## **43. INTELLECTUAL FREEDOM**

The rights of intellectual freedom will be recognised and protected including the rights of staff to:

- pursue critical and open inquiry;
- participate in public debates and express opinions about issues, and ideas within the scope of their employment
- participate in University decision-making structures and processes; and
- participate in professional and representative bodies, including trade Unions.

Staff members have the right to express views but do not have the right to harass, vilify, defame or intimidate.

In the first instance, any alleged limitation of these rights will be dealt with under the Grievance Resolution Procedures for Workplace Related Grievances and Bullying in the Manual of Policies and Procedures.

## **44. WORKPLACE BULLYING AND GRIEVANCE PROCEDURES**

The Grievance Resolution Procedures for Workplace Related Grievances and Bullying ensure that staff have access to processes that allow for grievances, disputes and complaints to be resolved.

The Grievance Resolution Procedures for Workplace Related Grievances and Bullying will not be amended without prior consultation with the Staff Consultative Committee.

## **45. PERFORMANCE PLANNING AND REVIEW FOR PROFESSIONAL STAFF (PPR-PS)**

### **45.1 PPR Policy**

The University is committed to an effective Performance Planning and Review process, linked to the achievement of individual, work area and organisational goals.

The PPR-PS is a participative process, which provides a framework for:

- Recognising achievements and reviewing work performance;
- Identifying areas of performance objectives and areas of development as they relate to job requirements and career plans;
- Developing knowledge, skills and abilities; and
- Managing workloads to ensure a reasonable workload for each individual staff member.

The success of this process depends on a strong commitment to its implementation by both supervisors and their staff.

#### **45.2 Application**

PPR-PS applies to all professional staff (HEW levels 1 to 10 inclusive) employed for more than twelve (12) months on an ongoing or fixed term basis (full-time or part-time). This includes staff members serving a period of probation.

#### **45.3 Abbreviated PPR Process**

Staff occupying a fixed-term position of less than twelve months duration or a casual position may participate in PPR-PS or an abbreviated version, to be determined by the staff member and supervisor. This participation may be initiated by either the staff member or the supervisor.

#### **45.4 Support Person**

A staff member may nominate a support person to attend a PPR meeting between a staff member and supervisor. In such cases, the staff member will notify the supervisor if a support person is to attend any PPR meeting. A support person is someone who acts as an observer and supports the staff member during a PPR meeting but does not advocate on behalf of the staff member during PPR meetings. A support person cannot be a person who is currently practising as a solicitor or barrister.

#### **45.5 Monitoring PPR Process**

A review of the PPR process will commence within three (3) months of the certification of the Agreement, with the review concluding within twelve (12) months of its commencement.

A Working Party will be established to review the PPR process and will comprise elected staff representatives, nominees of the University and nominees of the unions.

Prior to the implementation of the results of the review, the University will consult the SCC on proposed recommendations.

### **46. WORKLOADS**

#### **46.1 Objective**

The University is committed to providing a stimulating, supportive and safe work environment through the:

- equitable distribution of workloads among professional staff; and
- allocation of resources to ensure both the maintenance of workloads at a reasonable level and the delivery of a high quality service.

Supervisors and managers will be encouraged to:

- consult with staff in planning and reviewing annual workload allocations;
- provide reasonable funds for staff development activities;
- ensure that workloads are taken into consideration in the development of the work area operational plan; and
- discuss workload as part of the Performance Planning and Review Process.

#### **46.2 Workload Allocation Guidelines**

The Workload Allocation Guidelines for Professional Staff and Supervisors may assist professional staff members and supervisors in the equitable allocation of workload and in the resolution of concerns regarding workload pressure.

**46.3 Workload concerns**

- (a) In the first instance all efforts should be taken between the staff member and their supervisor to resolve any concerns about workload.
- (b) If following efforts between a staff member and their supervisor to resolve concerns regarding workload, a staff member remains concerned about workload, the staff member may seek advice and assistance from the Human Resources Department in accordance with the Workload Allocation Guidelines for Professional Staff and Supervisors.
- (c) If following the procedures outlined in 46.3(b) the matter remains unresolved:
- (i) A staff member or staff in a work area and where the staff member's(s') request, their staff representative(s), may refer the matter to the University's Grievance Resolution Procedures for Workplace Related Grievances for conciliation or investigation, where appropriate; or
  - (ii) The matter may be discussed at the SCC. Where there is evidence of unreasonable workload, the Human Resources Director may investigate the complaint expeditiously and will consult with the SCC during such investigation.

**47. PROBATION****47.1 Period of Probation****(a) Ongoing Appointment**

The following periods of probation apply to staff appointed on an ongoing basis:

<b>Classification level</b>	<b>Probation period</b>
HEW Levels 1-4	3 months.
HEW Levels 5-7	3 months. <ul style="list-style-type: none"> <li>▪ In exceptional circumstances a period of probation not exceeding six (6) months may apply where the nature and circumstances of the position require a longer period of probation. This will include whether the key functions of the position can reasonably be undertaken and assessed within a three (3) month period.</li> </ul>
HEW Levels 8-10	12 months

**(b) Fixed-term appointment**

A period of probation will apply to staff employed on their first fixed-term appointment. The Authorising Officer will determine the period of probation to apply to each appointment within a minimum period of three (3) months and a maximum period of six (6) months having regard to the period of fixed-term employment, the nature of the work and the classification level of the position.

Any continuous second or subsequent fixed term appointment in the same or substantially similar position will not normally contain a probationary period.

- 47.2** (i) Notwithstanding any other provisions of this clause the University may at any time during the probation period confirm or terminate the employment of a probationary staff member.
- (ii) A supervisor may seek approval from the Authorising Officer for the period of probation to be waived, in which case the appointment will be confirmed on commencement.
- (iii) The probation period will be suspended by any period of extended leave.

**47.3 Probation Reviews**

The performance of a staff member during the probation period will be assessed as part of Performance Planning and Review for Professional Staff (PPR-PS).

During the period of probation, the staff member and his/her supervisor will meet to review performance and development. An initial meeting will be conducted within one month of appointment, an interim review will be conducted mid-way through the period of probation and a final review will be conducted at least one month before the completion of the period of probation.

The outcomes of the PPR-PS will form the basis of the final review. At the time of the final review, the supervisor will make a recommendation to the Authorising Officer, through the head of school/department, that the appointment be:

- confirmed; or
- terminated.

This recommendation must be signed by the staff member as having been sighted, and a copy must be provided to the staff member, before being forwarded to the Human Resources Director for consideration and approval or non-approval. The staff member's signature does not necessarily imply agreement with the supervisor's recommendation and the staff member may submit additional information with the PPR-PS documentation.

Where a supervisor recommends that the period of employment be terminated, the Human Resources Director will advise the staff member that he/she may submit a case as to why the recommendation to terminate employment should not be approved. Any such submission must be received, in writing, within five (5) working days of receipt of the Human Resources Director's advice.

The Human Resources Director will consider the merits of the material provided by both the supervisor and the staff member and will consult with the supervisor and staff member prior to making a decision to accept or reject the supervisor's recommendation.

The Human Resource Director will make a decision within ten (10) working days of the due date of receipt of a submission from the staff member and the decision will be provided in writing to the staff member and the authorising officer.

Where the Human Resources Director approves a recommendation that the employment be terminated, the Human Resources Director's written outcome will serve as notice of termination. At least one week's notice will be provided.

A staff member is entitled to seek support or advice from another person, including a staff member or where the staff member requests, a staff representative(s) at any stage of the process described in this subclause other than during the meetings conducted as part of the PPR-PS.

**48. PROCESS FOR MANAGING UNSATISFACTORY PERFORMANCE****48.1 Application**

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

**48.2 Procedures**

(a) When a supervisor identifies the performance of a staff member as unsatisfactory the supervisor will inform the staff member and make every effort to address issues and to resolve unsatisfactory performance through guidance, counselling, appropriate staff development, and/or appropriate work allocation.

This process may occur as part of the Performance Planning and Review Process (PPR-PS.) Documentation developed during PPR-PS can be used to inform the process for managing unsatisfactory performance.

- (b)** Where a staff member so requests, a staff member will be assisted throughout this process by a Representative as defined in subclause 6.16(i)
- (c)** When following efforts to resolve unsatisfactory performance through appropriate measures outlined in subclause 48.2(a), a supervisor believes the performance of a staff member continues to be unsatisfactory, the supervisor:
  - (i) will discuss with the staff member the nature of the improvement required and the time within which improvement is expected.  
Only in exceptional circumstances will the review period be less than one (1) month or more than six (6) months.
  - (ii) where appropriate, direct the staff member to undertake a course of professional development or other appropriate programs designed to assist in improving performance.
  - (iii) during the nominated review period, provide regular feedback to the staff member on his/her progress and, where appropriate, provide any further support to assist in improving performance.

Once these procedures have commenced, the supervisor may decide to withhold an increment and in such circumstances will advise the staff member in writing.

A record of all discussions will be supplied to the staff member and all documentation kept in a confidential section on the staff member's central personnel file.

- (d)** Where following the review period:
  - (i) the performance of the staff member is no longer unsatisfactory, the staff member will be advised in writing and no further action will be taken under these procedures.
  - (ii) the supervisor believes that the performance of the staff member continues to be unsatisfactory, the supervisor will make a formal report to the HR Director, through the Head of Department's/School's Head of Division/Executive Dean. The report will state clearly the aspects of performance seen as unsatisfactory, the record of attempts to remedy the problem, and the recommended disciplinary action.
- (e)** The supervisor will provide the staff member with a copy of the report at the time it is submitted. The staff member will be entitled to ten (10) working days from the receipt of the supervisor's report to submit a written response to the HR Director.
- (f)** Upon receipt of the supervisor's report and any written response from the staff member, the HR Director will first be satisfied that:
  - (i) the performance standards expected by the supervisor are reasonable;
  - (ii) appropriate steps have been taken to bring the unsatisfactory nature of the performance to the staff member's attention;
  - (iii) adequate opportunity to respond to the supervisor's report was given to the staff member;
  - (iv) any response of the staff member was given due and proper consideration by the supervisor; and
  - (v) a reasonable opportunity has been provided to remedy the unsatisfactory performance.
- (g)** The HR Director will then:

- take no further action; or
  - refer the matter back to the supervisor to ensure the steps in subclause 48.2(f) have been complied with; or
  - forward to the Vice-Chancellor the supervisor's recommendation that disciplinary action be taken in accordance with subclause 6.4.
- (h) The HR Director will advise the staff member in writing of any decision made in accordance with subclause 48.2(g).
- (i) Where disciplinary action has been recommended by the supervisor, the staff member may advise the HR Director within ten (10) working days if he/she wishes to refer the matter to an Unsatisfactory Performance Review Committee.
- (j) Where the staff member elects to have the matter referred to an Unsatisfactory Performance Review Committee, the Vice-Chancellor will establish a Committee in accordance with clause 50.
- (k) Where the staff member does not elect to have the matter referred to a Review Committee, the Vice-Chancellor will consider the recommendation of the supervisor and may take disciplinary action consistent with subclause 6.4. The Vice-Chancellor will advise the staff member in writing of any decision made and such decision will take effect no earlier than five (5) working days from the date of the Vice-Chancellor's written advice.
- (l) Where a matter is referred to the Unsatisfactory Performance Review Committee:
- (i) the Committee will, unless otherwise agreed, report its findings to the Vice-Chancellor as expeditiously as possible and within thirty (30) days of the Committee being established.
  - (ii) the staff member and the University are entitled, where they so choose, to be represented in proceedings before the Committee by a Representative as defined in subclauses 6.16(i) and 6.21 respectively.
  - (iii) the Committee will determine its own procedures which must be consistent with the provisions of clause 50.
- (m) The Committee will provide a written report to the staff member and the Vice-Chancellor containing its findings on:
- (i) whether the procedures outlined in subclauses 48.2(c) to 48.2(g) have been followed and/or
  - (ii) the appropriateness of the disciplinary action recommended by the supervisor
- (n) Following consideration of the report of the Review Committee (which will not be binding on the Vice-Chancellor) the Vice-Chancellor will either:
- (i) advise the staff member in writing that he/she is satisfied that there has been no unsatisfactory performance; or
  - (ii) take disciplinary action and decide what that disciplinary action will be.
- (o) The Vice-Chancellor will advise the staff member in writing of any decision made and such decision will take effect no earlier than five (5) working days from the date of the Vice-Chancellor's written advice.
- (p) Nothing in this Clause prevents the Vice-Chancellor on the Vice-Chancellor's own motion referring a question of possible unsatisfactory performance to a supervisor for appropriate action.
- (q) The action 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 this matter.

## **49. DISCIPLINARY ACTION FOR MISCONDUCT AND SERIOUS MISCONDUCT**

### **49.1 Application**

This Clause applies to all staff members, except casual staff.

### **49.2 Procedures**

- (a)** Before the Vice-Chancellor takes Disciplinary Action against a staff member for conduct amounting to Misconduct or Serious Misconduct, the Vice-Chancellor must take the steps in this Clause, except that, where a matter which may involve Misconduct or Serious Misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under Clause 48, the procedures in this Clause are not required.
- (b)** Any allegation of Misconduct or Serious Misconduct will be considered by the Vice-Chancellor. If he/she believes such allegation(s) warrant further investigation, the Vice-Chancellor will:
- (i) notify the staff member in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegation(s) and to properly consider and respond to them; and
  - (ii) require the staff member to submit a written response to the allegation(s) within ten (10) working days of the date of receipt of the written allegation(s). A staff member will be permitted reasonable time during work time to prepare such a response.
- (c)** At the time of notifying the staff member in accordance with subclause 49.2(b) if the Vice-Chancellor is of the view that the alleged conduct is such that it would be unreasonable to require the University to continue the staff member's attendance at work pending investigation of the allegation(s) in accordance with the procedure outlined in this policy, may suspend the staff member with or without pay.

Where suspension without pay occurs:

- (i) the staff member can draw on any recreation leave or long service leave entitlements for the duration of the suspension without pay;
  - (ii) the Vice-Chancellor may at any time direct that salary be paid on the grounds of hardship; and
  - (iii) where the matter is subsequently referred to the Misconduct Investigation Committee, the Committee will determine whether suspension without pay will continue and may amend the nature of the suspension to one with pay from the date on which the suspension took effect.
- (d)** During any period of suspension, the staff member may be excluded from the University. An exception to this is that the staff member will be permitted reasonable access to the University for the preparation of his/her case and to collect personal property.
- (e)** If each of the allegation(s) made against the staff member is denied by the staff member, and the Vice-Chancellor is of the view that there has been no Misconduct or Serious Misconduct, he/she will immediately advise the staff member in writing and may, at the request of the staff member, publish the advice in an appropriate manner.
- (f)** If one or more of the allegation(s) are admitted by the staff member and the Vice-Chancellor is of the view that the conduct constitutes Misconduct or Serious

Misconduct, the Vice-Chancellor will advise the staff member in writing of the decision and the operative date and details of the Disciplinary Action to be taken.

- (g)** If each of the allegation(s) is wholly or partly denied, or if the staff member has not responded to the allegation(s), the Vice-Chancellor may:
- (i) decide to take no further action; or
  - (ii) reprimand or censure the staff member in relation to misconduct or serious misconduct; or
  - (iii) refer the matter to the Misconduct Investigation Committee established in accordance with clause 50; or
  - (iv) in the case of serious misconduct and when the Vice-Chancellor determines on reasonable grounds that serious misconduct has occurred and it would be unreasonable to require the University to continue the employment of the staff member in light of the nature of the serious misconduct, the Vice-Chancellor may terminate the employment of the staff member.
- (h)** Where a matter is referred to the Misconduct Investigation Committee for investigation:
- (i) the Committee shall be provided with a copy of the written allegation(s) and a copy of any written reply to the allegation(s) by the staff member;
  - (ii) the Committee shall determine its own procedures which must be consistent with the provisions of clause 50 and, unless otherwise agreed with the Vice-Chancellor, complete its role as expeditiously as possible and within thirty (30) days of the Committee being established;
  - (iii) the staff member and the University are entitled, where they so choose, to be represented in proceedings before the Committee by a relevant Representative as defined in subclauses 6.16(i) and 6.21.
- (i)** The Misconduct Investigation Committee will provide the Vice-Chancellor and the staff member with a written report containing a finding including whether any mitigating circumstances are evident, as to whether or not, in the Misconduct Investigation Committee's view, the allegation(s) have been established on the balance of probabilities (Where the view of the Misconduct Investigation Committee is not unanimous, the minority view holder shall include in the report to the Vice-Chancellor the reasons for his/her view);
- (j)** Following consideration of the report from the Misconduct Investigation Committee (which will not be binding on the Vice-Chancellor) and if the Vice-Chancellor determines that misconduct or serious misconduct has occurred, the Vice-Chancellor shall determine whether or not to impose Disciplinary Action and, if so, what that Disciplinary Action will be. The Vice-Chancellor shall advise the staff member in writing of this decision. Where the decision is that the misconduct or serious misconduct has not occurred the Vice-Chancellor may, at the request of the staff member, publish the decision in an appropriate manner.
- (k)** A decision not to impose Disciplinary Action where there has been Misconduct or Serious Misconduct cannot be construed as an admission that there was no conduct justifying a previous decision to suspend without pay and any payment for lost salary during a period of suspension shall be at the Vice-Chancellor's discretion.

- (l) Where a staff member has been suspended without pay pending the decision of the Vice-Chancellor, then any lost income will be reimbursed if there was no misconduct or serious misconduct.
- (m) 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 court or tribunal which, but for this Clause, would be competent to deal with the matter.

## 50. COMMITTEES

- 50.1** A Committee established under Clauses 48 (Unsatisfactory Performance Review Committee), 49 (Misconduct Investigation Committee) and 53 (Voluntary and Involuntary Redundancy) shall be established in accordance with this Clause.
- 50.2** A Committee will be established as expeditiously as possible and will comprise three (3) persons consisting of:
- a Chair appointed by the Vice-Chancellor in consultation with the staff representatives on the SCC. The Chair shall be external to the staff member's division/faculty or may be external to the University;
  - one staff member appointed by the Vice-Chancellor, and
  - one staff member nominated from the staff member's committee pool by the SCC.
- 50.3** Staff members' committee pool: A pool of four (4) staff members will be established to be available for appointment to committees established under this Agreement. These staff members will be elected by staff. For the purposes of this clause, the committees are those outlined in subclause 50.1, and the dispute resolution committee (sub-clause 14.2) but excludes the SCC.
- 50.4** Any conflict/s or potential conflict/s of interest that may undermine the application of natural justice or procedural fairness will be taken into account in establishing the membership of a Committee.

A Committee undertakes to perform its duties with regard to the principles of natural justice and procedural fairness, including:

- Actively supporting the procedures outlined in the relevant clauses of this Agreement;
  - Considering each matter or issue in a fair and unbiased manner;
  - Identifying, and where appropriate, acting upon any conflict(s) of interest that may adversely affect or compromise the Committee's operations and/or deliberations; and
  - Supporting and maintaining confidentiality.
- 50.5** Committees established under Clauses 48, 49 and 53 will determine their own procedures which must be consistent with the principles of natural justice and procedural fairness and shall:
- conduct proceedings in private;
  - take into account all information which it considers relevant to the case, including any response(s) by the staff member;
  - provide the staff member with a copy of all written statements received by the Committee.
  - interview any person that it considers relevant to the case;
  - allow the staff member (and where they so choose their Representative) to be present during all interviews;
  - provide parties to the review with a reasonable opportunity to call and question witnesses and to present and challenge evidence;

- provide the staff member a reasonable opportunity to provide a verbal or written response including to matters raised in written statements and/or present a submission;
- keep a complete record of proceedings and make the record available to the staff member or Vice-Chancellor upon request;

## **51. TERMINATION OF EMPLOYMENT ON MEDICAL GROUNDS**

### **51.1 Application**

The procedures outlined in this Clause apply to all staff members, except casual staff.

### **51.2 Process**

- (a)** The Vice-Chancellor may require, in writing, any staff member whose capacity to perform his/her duties is in doubt to undergo a medical examination by a medical practitioner chosen by the University, at the expense of the University. At this time, the University will offer advice to the staff member on his/her options regarding retirement or temporary incapacity pursuant to the rules of the relevant superannuation fund.
- (b)** The Vice-Chancellor will provide a staff member with written notice of not less than two (2) months that a medical examination is required. Where the staff member elects to apply to the staff member's superannuation fund, prior to the expiry of the period of notice, for permanent disablement or temporary incapacity benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under subclause 51.2(a) will lapse and no further action will, subject to subclause 51.2(c) be taken by the Vice-Chancellor under this Clause.
- (c)** Where the superannuation fund decides that the staff member, following a period of receipt of temporary incapacity benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed in accordance with this Clause without further recourse to the provisions of subclause 51.2(b).
- (d)** A copy of the medical report made by the medical practitioner under subclause 51.2(a) will be made available to the Vice-Chancellor and to the staff member.
- (e)** If the medical examination reveals that the staff member is unable to perform his/her duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the Vice-Chancellor may, subject to subclause 51.2(f), terminate the employment of the staff member in accordance with the notice required by the staff member's contract of employment. Prior to taking action to terminate the employment of a staff member, the Vice-Chancellor may offer the staff member the opportunity to submit a resignation where submitted it will be accepted and no action taken to proceed with termination.
- (f)** A staff member (or person acting on their behalf) may request within fourteen (14) days of the medical report being made available to the staff member, that the findings of the medical examination referred to subclause 51.2(e) be confirmed by a panel of medical practitioners or independent specialist in accordance with subclause 51.2(g) below.
- (g)** If such a request is received, the Vice-Chancellor will not terminate the employment of the staff member unless and until the findings of the report are confirmed by:
- (i)** a panel consisting of three medical practitioners consisting of:
    - One (1) medical practitioner appointed by the University;

- One (1) medical practitioner appointed by the staff member or a person acting on his/her behalf; and
- One (1) medical practitioner appointed by the President of the Queensland Branch of the Australian Medical Association;

or;

- (ii) an independent specialist agreed to between the University and the staff member or where the staff member requests a staff representative.

This panel or independent specialist will not include the practitioner who made the initial report. Every effort will be made to appoint a panel no later than seven (7) days from the staff member's request being received by the Vice-Chancellor.

- (h) In making an assessment as to whether or not a staff member is unable to perform his/her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner, panel of medical practitioners or independent specialist, as far as possible, will apply the same definitions of permanent disablement as contained in the trust deeds of the staff member's superannuation scheme, if any, in determining qualification of a disablement pension or other similar benefit.
- (i) The Vice-Chancellor may construe a failure by a staff member to undergo a medical examination in accordance with these procedures within three (3) months of a written notification to do so as establishing that such a medical examination would have found that the staff member is unable to perform his/her duties and is unlikely to be able to resume them within twelve (12) months. In such circumstances, the Vice-Chancellor may act accordingly provided that such a refusal by a staff member in these circumstances will not constitute misconduct or serious misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

## 52. NOTICE OF TERMINATION

### 52.1 Application

The notice provisions contained in this Clause apply in cases of termination, except for:

- (i) redundancy, in which case the provisions of Clause will apply;
- (ii) instances of summary dismissal as a result of serious misconduct, in which case there is no requirement for counselling, warnings or the notice prescribed below;
- (iii) termination on medical grounds; and
- (iv) termination during the period of probation.

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

### 52.2 Notice of termination by the University

- (a) The University will provide the following notice of termination to staff (excluding casuals):

<b>Period of continuous service</b>	<b>Period of notice*</b>
Less than one year	2 weeks
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

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

- (b) Payment in lieu of the notice prescribed in subclause 52.2(a) will be made if agreed between the staff member and the University. This payment will be equal to the wages a staff member would have received in respect of ordinary time had the staff member worked during the period of notice.

### 52.3 Notice of termination by a staff member

- (a) The notice of termination required to be given by a staff member will be the same as that required of the University, excluding the additional notice based on age of the staff member. At its discretion, the University may accept a shorter period of notice.
- (b) If a staff member fails to give the required notice, the University may withhold and debit monies due to the staff member or take legal action to recover monies, to a maximum amount equal to the ordinary rate of pay for the period of notice given and notice required in lieu of notice or both.

### 52.4 Expiration of a fixed-term appointment

#### (a) Notice of renewal or non-renewal

A staff member appointed on a fixed-term appointment described in subclause 52.4(c), will be provided with a written notice of intention to renew or not renew the appointment as prescribed in Clause 52.2.

Where, because of circumstances relating to the provision of specific funding to support employment, external to the University and beyond its control, the University is not reasonably able to give the notice required by this subclause it shall be sufficient if the employer:

- advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and
- gives notice to the staff member at the earliest practicable date thereafter.

#### (b) Severance pay

A staff member appointed on a fixed-term appointment described in subclause 52.4(c), whose appointment is not renewed because:

- in the case of a staff member on a second or subsequent fixed-term appointment, the same or substantially similar duties are no longer required by the University; or
- the duties continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties;

will be entitled to the following amount of severance pay in respect of continuous service:

Period of continuous service	Severance pay
up to the completion of 2 years	4 weeks' pay
over 2 years and up to the completion of 3 years	6 weeks' pay
over 3 years and up to the completion of 4 years	7 weeks' pay
over 4 years	8 weeks' pay

Severance pay is paid only

- when the staff member seeks to continue the employment; and
- when there is no further offer of employment for a reasonably related appointment.

The University may defer the payment of severance pay for a maximum of four (4) weeks after the expiry of a staff member's fixed term appointment, where the University may offer further employment within six (6) weeks of the expiry of the staff member's fixed term appointment, and where the staff member is advised of this in writing.

For the purposes of subclause 52.4, breaks between appointments of up to two (2) times per year and of up to six (6) weeks in total will not constitute breaks in service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for purposes of this subclause.

If the University obtains an acceptable alternative position within the University for the staff member within six (6) weeks of the expiry of the staff member's fixed term appointment, the University may make application to the Australian Industrial Relations Commission to have the severance payment prescription varied.

- (c) 'Specific task or project' shall mean a definable work activity with a stating time and an anticipated timeframe for completion. Without limiting the generality of that circumstance, it shall also include: a period of employment provided for from identifiable funding external to the employer, 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; funding additional to an organisational area's normal funding arrangements and sources which can only be guaranteed for the period of employment.

'Research' means work activity by a person engaged on research only functions for a contract period not exceeding five (5) years.

'Recent professional practice required' is where curriculum in professional or vacation education requires that work be undertaken by the appointment of a person who has recent practical or commercial experience, such a person may be appointed for a fixed-term period not exceeding two (2) years.

## **53. VOLUNTARY AND INVOLUNTARY REDUNDANCY**

**53.1** Redundancy is a situation where the position occupied by an ongoing or fixed-term staff member is identified as surplus to the University's requirements as a result of:

- (a) demonstrated financial constraints leading to the cessation or reallocation of the function or functions performed by the staff member to other areas of the University; or
- (b) a decision by the University to discontinue or curtail a particular service or activity; or
- (c) technological change and development: or changes imposed through legislative amendment.

**53.2** In accordance with Clause 11 'Managing change', following a decision made by the University that the functions of a position(s) may no longer be required or the position(s) may no longer be needed, and that decision may lead to termination of employment, the University will hold discussions with the staff member(s) directly affected and where the staff member(s) requests a staff representative(s),.

All relevant information and data will be provided to assist in consultations. In any

discussions, the University will not be required to disclose information that would be adverse to the University's interests.

- 53.3** Following the consultation as prescribed in Clause 11 and a decision that staff reductions will occur; there will be consultation with the aim of reaching agreement on an implementation plan to achieve job reductions without increasing the average workload of organisation units and ensuring that any job losses are genuine redundancies.

The plan will include:

- (i) the reduction to be achieved in terms of either staffing costs or number of staff;
- (ii) the timetable for achieving staff reductions;
- (iii) the preferred measures for achieving staff reductions;
- (iv) consideration of all measures to avoid redundancy including: retraining and redeployment, voluntary flexible working arrangements consideration of job swap arrangements, and one or more rounds of voluntary redundancy.
- (v) Objective criteria to be used to determine if an application for voluntary redundancy is acceptable.

**53.4 Voluntary redundancy**

Where the University identifies a need to achieve staff reductions, the Vice-Chancellor will call for applications for voluntary redundancy from relevant staff members in the area identified in the implementation plan in accordance with subclause 53. 3. Should the staff member wish to apply for voluntary redundancy, the application must be submitted to the Vice-Chancellor within twenty (20) working days of the invitation to apply.

Within ten (10) working days of the closing date of applications to take voluntary redundancy, the Vice-Chancellor will either accept the application, and notify the staff member accordingly, or reject the application and advise the staff of the reasons for non-acceptance and that no further action will be taken to terminate the employment of the staff member.

Where a staff member's application for voluntary redundancy is accepted, the staff member will separate from the University's employment within two (2) weeks of receipt of the notification of acceptance, unless otherwise mutually agreed.

Staff whose application for voluntary redundancy are approved will receive the benefits for voluntary redundancy as outlined in subclause 53.7 payable on the day of their termination date.

**53.5 Involuntary redundancy**

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

- (a) The University will hold discussions with the staff member(s) directly affected and where the staff member requests a staff representative(s) The discussion will take place as soon as practicable after the University has made a decision to declare the positions redundant and will cover the following:
  - the reason for the position(s) becoming surplus;
  - measures to avoid or minimise the redundancies including the feasibility of alternative employment arrangements and
  - measures to mitigate any adverse effects on staff member(s) concerned.
- (b) Following these discussions and investigation of alternative employment arrangements, the Vice-Chancellor may formally notify a staff member (s) that their

position is surplus to the University's requirements. A staff member who applied for voluntary redundancy and whose application was rejected cannot be made redundant under the arrangements for involuntary redundancy.

- (c) Within ten (10) working days of notification the staff member may elect one of the following options and notify the Vice-Chancellor in writing:
- (i) agree to redundancy and consult with the authorising offer to determine the termination date;
  - (ii) seek redeployment in accordance with the University's redeployment policy;  
or
  - (iii) seek review of decision to terminate.

Staff who accept involuntary redundancy will receive the benefits for involuntary redundancy as outlined in subclause 53.7 payable on the date of their termination date.

Where a staff member elects to seek redeployment and where at the end of the redeployment search period the staff member has not been redeployed, the staff member will receive the benefits for involuntary redundancy outlined in subclause 53.7 less the salary paid during the redeployment search period.

### **53.6 Review of decision to terminate**

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

- failure of the University to follow its procedures for involuntary redundancy as outlined in subclause 53.5
- failure to follow principles of natural justice in making the decision to terminate.

Upon receipt of an application for review (which must be provided within ten (10) working days of receipt of the notification to terminate in accordance with subclause 53.5 the Vice-Chancellor will establish a Redundancy Review Committee in accordance with Clause 50.

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

In its consideration of the staff member's application for review, the committee will consider the following:

- whether the University has followed its procedures for involuntary redundancy as outlined in subclause 53.5.
- whether the principles of natural justice were followed in making the decision to terminate;
- whether the staff member's position was genuinely redundant; and
- whether the decision for involuntary redundancy was made on a fair and objective basis.

The staff member and the University may be assisted or represented before the Redundancy Review Committee by a representative as defined in sub-clauses 6.16(i) and 6.21 respectively. Such representatives cannot be currently practising solicitors or barristers.

The Committee will make a recommendation to Vice-Chancellor whose decision will be final.

If the outcome of the review process is that the staff member's position remains redundant, the staff member will receive the benefits for involuntary redundancy outlined in subclause 53.7 less the review period.

### 53.7 Entitlements for Voluntary and Involuntary redundancy

(a) Subject to clause 53.7(b) a staff member whose application for voluntary redundancy is accepted by the Vice-Chancellor, or who is made redundant involuntarily by the Vice-Chancellor, will be entitled to the following benefits:

VOLUNTARY REDUNDANCY	INVOLUNTARY REDUNDANCY
<p>A lump sum of 18 weeks' salary plus 2 weeks' salary for each year of service and an additional payment of 8 weeks' salary.</p> <p>The total amount will be capped at 74 weeks.</p>	<p>A lump sum of 18 weeks' salary plus 2 week's salary for each year of service.</p> <p>This amount will be capped at 74 weeks.</p>

(b) A staff member employed on a fixed-term basis whose application for voluntary separation is accepted by the Vice-Chancellor, or who is made redundant involuntarily by the Vice-Chancellor, will be entitled to the benefits outlined in sub-clause 53.7(a) or payment of a lump sum equal to the staff member's salary for the remainder of their fixed-term contract whichever is the greater amount.

(c) Leave entitlements

A staff member whose employment is terminated under this clause will receive payment on a pro-rata basis for long service leave and other accrued leave entitlements and loadings payable upon termination.

*The calculation of this sum will be based on the following:*

- (i) for full-time or part-time staff the staff member's period of service and salary as at the rate applicable at the date on which the resignation or termination of service became effective.
- (ii) for staff who have worked different hours during this period of service, the actual equivalent full-time years of service and the full-time rate of salary at the date of ceasing employment.

All payments made under this Clause will be calculated on the staff member's salary (including any allowances) at the date of cessation of employment.

### 53.8 Calculation of payments

'Weeks salary' means the ordinary rate of pay for the staff member concerned including and allowances. In cases of staff members who are regularly paid shift or penalty rates the salary used for calculation purposes will be an average of the staff member's fortnightly salary calculated over the preceding twelve (12) months including shift and penalty payments.

## 54. REDEPLOYMENT

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



## **SCHEDULE ONE**

### **CLASSIFICATION DESCRIPTIONS FOR PROFESSIONAL STAFF POSITIONS (HIGHER EDUCATION WORKERS LEVELS 1 – 10)**

#### **1. HIGHER EDUCATION WORKER LEVEL 1**

##### **1.1 Training level or qualifications**

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

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

##### **1.2 Occupational equivalent**

Cleaner, Labourer, Trainee for Level 2 duties.

##### **1.3 Level of supervision**

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

##### **1.4 Task level**

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

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

**1.4.3** Established procedures exist.

##### **1.5 Organisational knowledge**

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

##### **1.6 Judgement, independence and problem solving**

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

## **1.7 Typical activities**

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

## **2. HIGHER EDUCATION WORKER LEVEL 2**

### **2.1. Training level or qualifications**

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

### **2.2 Occupational equivalent**

Clerk, Security Patrol Officer.

### **2.3 Level of supervision**

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

### **2.4 Task level**

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

### **2.5 Organisational knowledge**

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

### **2.6 Judgement, independence and problem solving**

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

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

### **2.7 Typical activities**

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

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

### **3. HIGHER EDUCATION WORKER LEVEL 3**

#### **3.1 Training level or qualifications**

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

**3.1.1** completion of a trades certificate; or

**3.1.2** completion of Year 12, with relevant work experience; or

**3.1.3** equivalent relevant experience or combination of relevant experience and education/training.

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

#### **3.2 Occupational equivalent**

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

#### **3.3 Level of supervision**

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

#### **3.4 Task level**

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

#### **3.5 Organisational knowledge**

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

#### **3.6 Judgement, independence and problem solving**

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

#### **3.7 Typical activities**

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

**3.7.2** In technical assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies;
- assist in setting up routine experiments;

- monitor experiments for report to a technical officer;
- assist with the preparation of specimens;
- assist with the feeding and care of animals.

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

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

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

## **4. HIGHER EDUCATION WORKERS LEVEL 4**

### **4.1 Training level or qualification**

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

**4.1.1** completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post-certificate relevant work experience;

**4.1.2** completion of a post-trades certificate or advanced certificate and extensive relevant experience and on the job training; or

**4.1.3** an equivalent combination of relevant experience and/or education/training.

### **4.2 Occupational equivalent**

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

### **4.3 Level of supervision**

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

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

### **4.4 Task level**

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

#### **4.5 Organisational knowledge**

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

#### **4.6 Judgement, independence and problem solving**

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

#### **4.7 Typical activities**

##### **4.7.1 In trades positions:**

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

##### **4.7.2 In technical positions:**

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

##### **4.7.3 In library technician positions:**

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions;
- respond to reference inquiries.

##### **4.7.4 In clerical/secretarial positions:**

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

## **5. HIGHER EDUCATION WORKERS LEVEL 5**

### **5.1 Training level or qualifications**

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

**5.1.1** completion of a degree without subsequent relevant work experience; or

**5.1.2** completion of an associate diploma and at least 2 years subsequent relevant work experience; or

**5.1.3** completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or

**5.1.4** an equivalent combination of relevant experience and/or education/training.

### **5.2 Occupational equivalent**

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

### **5.3 Level of supervision**

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

### **5.4 Task level**

Apply body of broad technical knowledge and experience at a more advanced level than 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.

### **5.5 Organisational knowledge**

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

### **5.6 Judgement, independence and problem solving**

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

### **5.7 Typical activities**

**5.7.1** In technical positions:

- develop new equipment to general specifications;

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

**5.7.2** In library technician positions:

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

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

**5.7.4** In professional positions and under professional supervision:

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

## **6. HIGHER EDUCATION WORKER LEVEL 6**

### **6.1 Training level or qualifications**

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

**6.1.1** a degree with subsequent relevant experience; or

**6.1.2** extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or

**6.1.3** an equivalent combination of relevant experience and/or education/training.

### **6.2 Occupational equivalent**

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

### **6.3 Level of supervision**

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

#### **6.4 Task level**

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

#### **6.5 Organisational knowledge**

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

#### **6.6 Judgement, independence and problem solving**

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

#### **6.7 Typical activities**

##### **6.7.1 In technical positions:**

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

##### **6.7.2 In administrative positions:**

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

##### **6.7.3 In professional positions:**

- work as part of a research team;
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services;

- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users;
- analyse less complex user and system requirements.

## **7. HIGHER EDUCATION WORKER LEVEL 7**

### **7.1 Training level or qualifications**

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

**7.1.1** a degree with at least 4 years subsequent relevant experience; or

**7.1.2** extensive experience and management expertise in technical or administrative fields;  
or

**7.1.3** an equivalent combination of relevant experience and/or education/training.

### **7.2 Occupational equivalent**

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

### **7.3 Level of supervision**

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

### **7.4 Task level**

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

### **7.5 Organisational knowledge**

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

### **7.6 Judgement, independence and problem solving**

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

### **7.7 Typical activities**

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

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

## **8. HIGHER EDUCATION WORKER LEVEL 8**

### **8.1 Training level or qualifications**

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

**8.1.1** postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or

**8.1.2** extensive experience and management expertise; or

**8.1.3** an equivalent combination of relevant experience and/or education/training.

### **8.2 Occupational equivalent**

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

### **8.3 Level of supervision**

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

### **8.4 Task level**

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

### **8.5 Organisational knowledge**

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

### **8.6 Judgement, independence and problem solving**

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

### **8.7 Typical activities**

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

## **9. HIGHER EDUCATION WORKER LEVEL 9**

### **9.1 Training level or qualifications**

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

**9.1.1** postgraduate qualifications and extensive relevant experience; or

**9.1.2** extensive management experience and proven management expertise; or

**9.1.3** an equivalent combination of relevant experience and/or education/training.

### **9.2 Occupational equivalent**

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

### **9.3 Level of supervision**

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

### **9.4 Task level**

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

### **9.5 Organisational knowledge**

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

### **9.6 Judgement, independence and problem solving**

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

### **9.7 Typical activities**

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

## **10. HIGHER EDUCATION WORKER LEVEL 10**

### **10.1 Training level or qualifications**

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

**10.1.1** proven expertise in the management of significant human and material resources; in addition to, in some areas;

**10.1.2** postgraduate qualifications and extensive relevant experience.

**10.2 Occupational equivalent**

Senior program, research or administrative manager.

**10.3 Level of supervision**

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

**10.4 Task level**

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

**10.5 Organisational knowledge**

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

**10.6 Judgement, independence and problem solving**

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

**10.7 Typical activities**

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

**SCHEDULE TWO**  
**MINIMUM RATES OF PAY (full time professional staff)**

Classification	Step	Age	01/12/03	01/12/04	01/12/05	01/12/06	01/12/07	11/08
			4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
<b>HEW1</b>	<b>01</b>	16	14,065	14,628	15,213	15,821	16,455	17,112
	<b>02</b>	17	16,877	17,553	18,255	18,985	19,744	20,535
	<b>03</b>	18	19,687	20,475	21,294	22,145	23,032	23,953
	<b>04</b>	19	22,505	23,405	24,341	25,314	26,327	27,381
	<b>05</b>	20	25,314	26,327	27,381	28,476	29,617	30,801
	<b>06</b>	21	28,129	29,254	30,425	31,641	32,906	34,224
	<b>07</b>		28,703	29,851	31,046	32,288	33,580	34,923
	<b>08</b>		29,434	30,611	31,834	33,107	34,433	35,810
<b>HEW2</b>	<b>01</b>	16	15,082	15,685	16,311	16,963	17,642	18,346
	<b>02</b>	17	18,103	18,829	19,583	20,365	21,179	22,027
	<b>03</b>	18	21,111	21,957	22,836	23,749	24,699	25,688
	<b>04</b>	19	24,130	25,095	26,100	27,143	28,229	29,358
	<b>05</b>	20	27,146	28,231	29,361	30,535	31,756	33,026
	<b>06</b>	21	30,162	31,367	32,622	33,927	35,283	36,695
	<b>07</b>		30,887	32,124	33,410	34,746	36,136	37,582
<b>HEW3</b>	<b>01</b>	16	15,807	16,439	17,096	17,780	18,492	19,233
	<b>02</b>	17	18,970	19,729	20,517	21,338	22,192	23,079
	<b>03</b>	18	22,134	23,019	23,940	24,897	25,894	26,929
	<b>04</b>	19	25,291	26,303	27,355	28,448	29,585	30,770
	<b>05</b>	20	28,453	29,590	30,775	32,006	33,287	34,618
	<b>06</b>	21	31,612	32,878	34,193	35,560	36,982	38,461
	<b>07</b>		32,484	33,783	35,134	36,541	38,002	39,523
	<b>08</b>		33,350	34,683	36,071	37,514	39,014	40,574
	<b>09</b>		34,229	35,599	37,023	38,505	40,044	41,646
	<b>10</b>		35,163	36,569	38,033	39,554	41,135	42,781
<b>HEW4</b>	<b>01</b>	16	18,051	18,774	19,525	20,305	21,117	21,962
	<b>02</b>	17	21,659	22,525	23,426	24,362	25,338	26,350
	<b>03</b>	18	25,273	26,282	27,334	28,427	29,564	30,746
	<b>04</b>	19	28,881	30,037	31,239	32,489	33,788	35,140
	<b>05</b>	20	32,492	33,791	35,142	36,548	38,009	39,530
	<b>06</b>	21	36,100	37,542	39,045	40,608	42,233	43,924
	<b>07</b>		37,039	38,521	40,063	41,665	43,332	45,064
	<b>08</b>		37,983	39,502	41,083	42,726	44,435	46,212
<b>HEW5</b>	<b>01</b>		39,238	40,809	42,442	44,140	45,907	47,743
	<b>02</b>		40,501	42,121	43,807	45,560	47,383	49,277
	<b>03</b>		41,753	43,423	45,161	46,966	48,844	50,798
	<b>04</b>		43,006	44,725	46,515	48,375	50,311	52,322
	<b>05</b>		44,258	46,029	47,871	49,786	51,777	53,848
<b>HEW6</b>	<b>01</b>		45,521	47,342	49,236	51,205	53,253	55,382
	<b>02</b>		46,778	48,649	50,595	52,619	54,725	56,914
	<b>03</b>		48,030	49,951	51,949	54,026	56,186	58,432
	<b>04</b>		49,288	51,260	53,311	55,442	57,660	59,966
<b>HEW7</b>	<b>01</b>		50,224	52,233	54,323	56,496	58,756	61,106

	<b>02</b>	51,798	53,869	56,024	58,265	60,595	63,019
	<b>03</b>	53,371	55,505	57,725	60,034	62,434	64,931
	<b>04</b>	54,941	57,138	59,424	61,800	64,274	66,843
<b>HEW8</b>							
	<b>01</b>	56,502	58,761	61,112	63,556	66,097	68,740
	<b>02</b>	58,385	60,720	63,149	65,675	68,302	71,033
	<b>03</b>	60,271	62,682	65,189	67,796	70,506	73,327
	<b>04</b>	62,150	64,636	67,222	69,911	72,708	75,617
	<b>05</b>	64,036	66,598	69,262	72,033	74,913	77,910
<b>HEW9</b>							
	<b>01</b>	65,922	68,560	71,302	74,154	77,120	80,204
	<b>02</b>	67,493	70,193	73,000	75,920	78,957	82,116
	<b>03</b>	69,061	71,824	74,696	77,683	80,791	84,023
<b>HEW10</b>							
	<b>01</b>	70,632	73,457	76,395	79,450	82,627	85,933
	<b>02</b>			78,124	81,250	84,501	87,882

**SIGNED FOR AND ON BEHALF OF:**

**Queensland University of Technology** .....

In the presence of .....

Dated .....

**National Tertiary Education**

**Industry Union** .....

In the presence of .....

Dated .....

**Liquor, Hospitality and**

**Miscellaneous Union** .....

In the presence of .....

Dated .....

**Australian Services Union** .....

In the presence of .....

Dated .....

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

In the presence of .....

Dated .....

**Community and Public Sector Union** .....

In the presence of .....

Dated .....