

# THE UNIVERSITY OF QUEENSLAND ENTERPRISE AGREEMENT (GENERAL STAFF) VARIED 2005

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## 1 - TITLE

This Agreement shall be referred to as The University of Queensland Enterprise Agreement (General Staff) Varied 2005.

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**A. APPLICATION AND OPERATION OF THE AGREEMENT**

**3 - DEFINITIONS**

In this Agreement unless inconsistent within the context of the subject matter –

- 3.1** “**Authorised Officer**” shall mean the Secretary & Registrar or such other senior officer so designated by the University.
- 3.2.1** “**Consultation**” shall mean meaningful discussion of issues and provision of information in the spirit of the description provided by Commissioner G. Smith: “Consultation is not perfunctory advice on what is about to happen. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker. Consultation is not joint decision making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may effect the employment prospects of individuals.” [CPSU vs Vodafone Network Pty Ltd –PR912122].

In this Agreement “consultation with staff” will be taken to mean:

- consultation with a single staff member, and where they so choose, a representative, and
- consultation with a group of staff, and where they so choose, representative(s) of that group.

**3.3 "General Staff Definitions"**

- 3.3.1** “General staff” shall mean all persons employed by the University, including Research general staff, other than:
- (a) Academic staff; or
  - (b) Language Teachers in the Institute of Continuing and TESOL Education.
- 3.3.2** “**Research general staff**” means general staff engaged on research projects and who are doing non-academic work similar to that carried out by general staff not engaged on research projects, but subject to working arrangements determined by the needs of the research projects.
- 3.3.3** “Apprentice” or “trainee” shall mean a staff member employed pursuant to an apprenticeship or traineeship approved by the relevant state or territory training authority.
- 3.4** "**General Staff Unions**" means those organisations identified in 4.1.2.
- 3.5** "**Gross salary**" shall mean the total dollar figure determined for the salary of a person at the particular scale by the relevant industrial instrument(s), prior to any deductions nominated by the staff member or the packaging of any remuneration benefits. Employer superannuation contributions shall not constitute part of 'gross salary' as defined.
- 3.6** “**General Staff Consultative Committee**” shall mean the Committee established in accordance with 36.
- 3.7** “**Organisational change**” shall mean a process of major change in an organisational unit which significantly affects reporting relationships or which significantly varies the duties and/or workloads of more than one position.
- 3.8** "**Organisational unit**" shall mean a School, Faculty, Centre or Division or part thereof, or other grouping otherwise agreed by the parties to this Agreement.
- 3.9** “**Restructuring**” shall mean a process of major change in an organisational unit with the possibility that retrenchments might result.
- 3.10** "**Supervisor**" shall mean the Head of the organisational unit or other senior staff member so designated by the University.
- 3.11** "**The Acts**" shall mean the "Workplace Relations Act 1996" and the "Workplace Relations and other Legislation Amendment Act 1996".
- 3.12** “**The HUPP**” shall mean the Handbook of University Policy and Procedures maintained and published on the University’s website, [www.uq.edu.au](http://www.uq.edu.au).
- 3.13** “**Senior General Staff positions**” are positions which have predominantly a responsibility for administration and management of significant budgets and/or programs at Level 10 or such other high level positions as may be designated by the Secretary and Registrar after consultation with the GSCC.
- 3.14** “**Career stream**” shall mean a group of occupations related by function. Career streams are listed in University policy 5.43.01 Modes and Types of Employment.
- 3.15** “**Job family**” shall mean a career stream or group of related career streams sharing similar characteristics of work function and service orientation. Job families are listed in University policy 5.43.01 Modes and Types of Employment.

**3.16** “**Representative**” can be another member of staff and/or, at the choice of the staff member(s) involved, a union officer, official or delegate, provided that the representative is not a solicitor or barrister currently in practice. A staff member, should they so choose, may request a representative for any matter that affects them.

#### **4 - APPLICATION**

4.1 This Agreement shall be binding according to its terms upon:

4.1.1 The University of Queensland, and

4.1.2 The Liquor, Hospitality and Miscellaneous Workers Union, the Australian Municipal, Administrative, Clerical and Services Union; the Community and Public Sector Union; the National Tertiary Education Industry Union and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, and

4.1.3 all general staff of The University of Queensland.

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

4.3 At the time of offering an AWA, the University will offer a genuine and informed choice between the AWA and this Agreement. The University will provide the staff member with a summary of this Agreement and access to this Agreement.

4.4 At the time of offering an AWA, the University will advise any staff member or prospective staff member of their right to appoint a Bargaining Agent and will allow the staff member or prospective staff member at least 14 or 5 days respectively to consider the AWA as required..

#### **5 – DATE AND PERIOD OF OPERATION**

This Agreement shall come into force on certification by the Australian Industrial Relations Commission (AIRC) and shall remain in force until 26 June 2008.

#### **6 – NO EXTRA CLAIMS**

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

#### **7 – AWARDS AND AGREEMENTS**

This Agreement will wholly displace all previous certified agreements and awards relating to the general staff of the University.

#### **8 - UNIVERSITY POLICIES AND PROCEDURES IN RELATION TO THIS AGREEMENT**

8.1 This Agreement focuses on principles relating to staff conditions of employment and entitlements. The parties to this Agreement have sought to simplify the construction of this Agreement while ensuring that staff do not lose entitlements. The Agreement aims to be simple and easily understood and to provide sufficient flexibility for the University and its staff to apply these principles as required by local operating conditions across its diverse operations. More extensive detail about the scope and operations of the matters referred to is found in the Handbook of University Policies and Procedures (HUPP).

- 8.2 While not forming part of this Agreement, Schedule 1A policies are designed to give effect and detailed support for the matters covered in the Enterprise Agreement (General Staff) 2005 certified by the AIRC on 27 June 2005 and are those approved by the University Senate on 29 September 2005. It is the intention of the parties to the Agreement that the entitlements and provisions contained in policies in Schedule 1A are enforceable. University management will be able to initiate changes to those policies in accordance with 8.4. below.
- 8.3 The parties to this Agreement acknowledge that it is established custom and practice within the University that consultation on general staff matters take place with the general staff, including through the GSCC. It is agreed that issues relevant to the employment of general staff will be codified as follows:
- 8.3.1 The policies set out in Schedules 1A and 1B of this Agreement shall be read in conjunction with this Agreement but do not form part of the Agreement.
- 8.3.2 The University will make a specific decision, taking into account the views of the GSCC and affected staff, as to whether any new policies established after certification of this Agreement should be added to those listed in Schedules 1A and 1B.
- 8.4 No additions, deletions or any other changes (that have the effect of changing employment conditions) will be made to the policies in Schedules 1A and 1B without reasonable notice to and prior consultation with the GSCC and affected general staff.

## **9 - SENIOR STAFF APPOINTMENTS**

The University may enter into written agreements or contracts of employment with persons being appointed to senior general staff positions under any terms and conditions agreed between the person and the University.

## **10 - OCCUPATIONAL HEALTH & SAFETY**

The University is committed to maintaining a safe and healthy work environment for all general staff through the effective operation of the Occupational Health and Safety Council and Faculty Committees.

## **11 - EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-DISCRIMINATION**

- 11.1 The University is committed to the promotion of equal employment opportunity at the University through the effective operation of the relevant committees, policies and organisational arrangements.
- 11.2 It is the intention of the University to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of trade union activity, race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin. The University and its staff will act in accordance with the relevant University policies.

## **12 - AVAILABILITY OF AGREEMENT**

A copy of this Agreement shall be accessible via the web under The University of Queensland homepage. The University shall provide a copy of this Agreement to a staff member on request.

## **13 - RE-OPEN NEGOTIATIONS**

The renegotiation of this Agreement will commence no later than 6 months before the expiry of this Agreement and will be undertaken by a Single Bargaining Unit (SBU) involving the University, elected representatives of staff and, where staff so choose, representatives of the unions party to this Agreement.

## **B. SALARIES, ALLOWANCES AND RELATED MATTERS**

## 14 - REMUNERATION

### 14.1 Salary Increases

14.1.1 With the exception of the salaries of juniors, apprentices and trainees, Security Shift Superintendents, Customs House, UQ Centre, and staff on a supported wage, the classifications and salaries for general staff at The University of Queensland shall be as set out in Schedule II.

14.1.2 (a) Salaries for junior staff should be determined in accordance with the following percentages of the salary rates for the occupational categories to which junior rates apply:

Age	% of adult rate
• Age 21	100%
• Age 20	90%
• Age 19	80%
• Age 18	70%
• Age 17	60%
• Age 16	50%

(b) Junior rates of pay shall apply only to staff in the following classification levels:

(i) **Administration Job Family**

Junior rates shall apply only to staff in classification levels up to HEW 3 in the Administration job family.

(ii) **Technical and Scientific Job Family**

General assistants (technical) HEW 2, General assistants (scientific) (HEW 2), Assistant technicians (HEW 3) and Dental assistants (HEW 3).

(iii) **Library Job Family**

Shelvers (HEW 1), General assistant library (HEW 2) and Assistant library officer (HEW 3).

(iv) **Trades and Services Job Family**

Farm attendants (up to HEW 2), Animal attendants (up to HEW 2). Shop assistants (up to HEW 2) and Tablehands (printery)(up to HEW 2).

(v) **Catering Job Family (excluding Customs House)**

Staff appointed as Cooks, Kitchen attendants and Food and Beverage attendants in the catering job family. Junior rates will not apply in the catering job family to any staff member in a classification whose base adult salary rate is greater than the base adult salary rate applicable to a staff member at HEW 3.1.

14.1.3 An apprentice's rate of pay will be calculated according to the following percentages of the rate prescribed in Schedule II for a HEW 3.1 staff member:

- Year 1 40%
- Year 2 55%

- Year 3 75%
- Year 4 90%

Provided that an apprentice entering their indenture after the age of 21 years shall be paid a minimum of Level HEW 3.2 for the term of their indenture.

14.1.4 Trainees shall be paid in accordance with University policy 5.43.03 Trainees, Apprentices and Other Wage Rates.

14.1.5 The rates in Schedules II, III and IV shall be increased on or from the dates as set out below:

- |   |                |      |
|---|----------------|------|
| • | 1 July 2003    | 1.5% |
| • | 1 January 2004 | 4%   |
| • | 1 January 2005 | 3%   |
| • | 1 July 2005    | 2%   |
| • | 1 January 2006 | 3%   |
| • | 2 April 2006   | 1.5% |
| • | 1 January 2007 | 4%   |
| • | 1 January 2008 | 3%   |

14.1.6 The total salaries and salary increases payable to Security Shift Superintendents are set out in Schedule III.

14.1.7 The total salaries and salary increases payable to Customs House staff are set out in Schedule IV.

14.1.8 Staff eligible for a supported wage will be paid in accordance with University policy 5.43.04 Supported Wage.

## **14.2 Staff Member In Charge**

A staff member who is permanently appointed wholly or mainly in charge of, and responsible for, the work distribution of other staff will not be appointed to a HEW Level less than the highest HEW level of the staff of whom he or she is appointed in charge.

## **14.3 Higher Duties**

Where a staff member is appointed in writing by the University to perform for a period of 5 working days or more, the duties of a staff member in a higher position, such staff member will be paid for the whole of that time at the minimum rate prescribed for the higher position, provided that the relieving staff member will be paid no less than their existing rate of pay.

## **14.4 Salary Packaging**

14.4.1 Depending on the selected benefit, staff will be eligible to sacrifice a cash component of their gross salary as determined by the rules of the Australian Taxation Office and the University policy document covering "salary packaging". Salary packaging policy documents available from The University of Queensland website detail the guidelines concerning the provision of the benefits available to staff.

14.4.2 The combined amount of salary packaged benefits must not exceed 50% of the staff member's gross base salary. Base salary is as prescribed by Clause 14 Remuneration. An administration fee of up to 2% for providing each benefit may apply depending on the type of benefit selected.

- 14.4.3 Access to salary packaging for staff who elect to pursue it will commence in the first full pay period following the finalisation by the relevant parties of the salary packaging arrangement. Salary packaging only applies to future earnings and the arrangement cannot be retrospective.
- 14.4.4 Participation in any salary package arrangement is voluntary with freedom to choose those benefits that best meet the needs of the staff member. The University strongly suggests that staff considering salary packaging seek independent financial advice.

## **15 - PAYMENT OF WAGES**

- 15.1 Wages shall be paid fortnightly and by electronic funds transfer.
- 15.2 Pay details will be provided on a secure University web page so that staff can access salary details. Paper based payslips will not be provided except to staff who do not have easy access to a computer.
- 15.3 If wages are payable to a staff member when the staff member stops employment with the University, the wages will be paid to the staff member no later than 18 days after the employment ceases. However staff will be entitled to earlier payment in emergency situations at the request of the staff member.

## **16 - CLASSIFICATION AND ADVANCEMENT**

- 16.1 Evaluation and classification of positions shall be in accordance with University policy 5.40.3 Evaluation and Classification of Positions.
- 16.2 Within reason, staff may be required to perform tasks which are incidental and peripheral to the staff member's major duties.
- 16.3 The performance of such broader range of duties shall be subject to:
- The University's commitment to provide a safe and healthy work place.
  - The Staff member having been adequately trained to perform the duties in question.
  - Consultation with the staff member.
  - Such duties not being designed to promote deskilling.
  - Taking into account the staff member's workload.
- 16.4 All persons employed to undertake general staff work will be employed in accordance with University policy 5.43.01 Modes and Types of Employment. They will be allocated duties and be classified in accordance with the Classification Structure and Job Descriptors set out in schedule VI of this Agreement.
- 16.5 All persons employed to undertake catering and hospitality work will be employed in accordance with University policy 5.43.01 Modes and Types of Employment. They will be allocated duties and be classified in accordance with the Classification Structure and Job Descriptors set out in schedule V of this Agreement.

## **17 - VOLUNTARY VARIABLE WEEKS/ANNUALISED SALARY PROGRAM**

- 17.1 By agreement with the University:
- 17.1.1 staff may choose to work for a limited number of weeks of the year, and
- 17.1.2 staff may choose to have remuneration (for the actual periods worked) 'annualised' into 26 fortnightly payments, and
- 17.1.3 the mode of employment of such staff will be 'continuing' with pro-rated entitlement to all of the conditions of continuing staff at a similar classification in the University; and

- 17.1.4 the fraction of employment of such staff may be 'full-time' or 'part-time', with the pro-rata entitlement being the product of the fraction of the hours worked per week and the fraction of the total weeks worked in the year.

## **17.2 Definitions**

- 17.2.1 "The Program" - 'Voluntary Variable Weeks/Annualised Salary Program' is the program allowing staff to work variable weeks of the year with 'annualised' salary payment.
- 17.2.2 "Annualised salary" is the total salary payment for the year, for the hours actually worked, divided into 26 equal payments.
- 17.2.3 "The hours actually worked" will be the product of the number of hours per week and the number of weeks of the year plus four additional weeks of the contracted hours per week.
- 17.3 The working of variable weeks and the payment of annualised salary will be in accordance with University policy 5.60.29 Voluntary Variable Weeks and Annualised Salary Arrangements.

## **18 - MODES AND TYPES OF EMPLOYMENT**

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

### **18.2 Modes of Employment**

- 18.2.1 Continuing Employment shall mean employment other than fixed term or casual and continues until termination at the initiative of either the employer or the employee in accordance with the relevant provisions of this Agreement.
- 18.2.2 Fixed-term employment means employment on a full-time or part-time basis for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon occurrence of which the term of the employment shall expire and for which, during the term of employment, the contract is not terminable, by the University, other than during a probationary period, or for cause based upon serious or wilful misconduct, or a persistent pattern of unsatisfactory performance.
- For the purpose of this Agreement and for the purpose of determining which provisions apply to fixed-term employees, breaks between fixed-term employment of up to two times per year and of up to six weeks shall not constitute breaks in continuous service, but shall not count as service. Periods of approved unpaid leave shall not count for service, but shall not constitute breaks in service.
- 18.2.3 Full time employee shall mean one who is engaged for 36.25 hours per week.
- 18.2.4 Part-time employee shall mean one engaged for a specified fraction of the weekly hours worked by a full time staff member. A part-time employee shall be entitled to the appropriate fraction of salary and other benefits prescribed by this Agreement, unless otherwise specified.
- 18.2.5 Casual employment shall mean employment of a person engaged by the hour and paid on an hourly basis. Casuals will be paid a loading of 23% for all ordinary hours worked except for casual cleaners engaged before 27 June 2005. Casual staff cleaners engaged before 27 June 2005 will continue to receive a loading of 19%.

18.2.6 Except for security staff on a rotating shift roster pursuant to 31.3.5, there will be no limit on the number of hours worked per week by casual staff nor on the pattern of hours, provided that any hours worked in excess of 36.25 hours per week or 7.25 hours per day will be paid overtime rates set out in 30.9 (except in cases where the standard working day for the work area exceeds 7.25 hours in which case overtime will be paid in excess of the standard working day).

18.2.7 **Casual Minimum Hours**

The minimum period of engagement for casual general staff shall be 3 hours, subject to:

- (a) Persons that are students (including post graduate students) who are expected to attend the University on that day in their capacity as students, and persons with a primary occupation elsewhere (or with the University), shall have a minimum engagement of one hour. Without limiting the scope of this clause, for purpose of this clause, a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than public holidays as applied at the relevant institution.
- (b) The minimum engagement shall be two hours for casual staff (other than students with a one hour minimum engagement) engaged in the following categories or work:
  - Farm staff (including fruit and vegetable workers, pastoral workers)
  - Crop and animal attendants
  - Actors
  - Hospitality and Catering staff
  - Trades and maintenance staff (excluding electricians)
  - Gardeners and grounds staff
  - Dental Assistants
  - Nurses
  - Residential Colleges Staff
- (c) In order to meet his/her personal circumstances, a casual staff member may request and the employer may agree to an engagement for less than the minimum of 3 hours.
- (d) There will be no multiple starts on any one workday, in any one work unit unless by agreement.

18.2.8 **Applications for conversion**

Casual employees may apply for conversion to non-casual employment where they have been employed regular and systematic basis in the same or a similar position for twelve months at least at 50% of ordinary weekly hours or over a period of 24 months.

18.2.9 An application for conversion shall not be unreasonably refused. Reasonable grounds for refusal are, but not limited to, where the staff member is:

- (a) 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;
- (b) A genuine retiree;
- (c) Performing work which will either cease to be required or will be performed by a non-casual staff member, within 26 weeks (from date of application);
- (d) Has a primary occupation with the University or elsewhere
- (e) Does not meet the essential requirements of the position;
- (f) The work is ad hoc, intermittent, unpredictably or involves hours that are irregular

18.2.10 A staff member must not be engaged and re-engaged nor have his/her hours reduced in order to avoid any obligation under this clause

18.2.11 The employment and payment of casual staff and all consideration of the conversion of casual staff will be in accordance with University policy 5.43.02 Casual Employment. The employment of a casual employee, other than a casual cleaner engaged before 27 June 2005, may be terminated without notice.

### **18.3 Terms of Engagement**

18.3.1 Upon engagement, the University will provide to the employee an instrument of appointment which stipulates the type and mode of employment, the career stream and job family to which the position belongs, and informs the employee of the terms of engagement at the time of the appointment in accordance with University policy 5.43.01 Modes and Types of Employment.

18.3.2 The terms of engagement for employees other than casual employees, may contain a reasonable probationary period (not more than six months) that is directly related to the nature of the work to be carried out under the contract. As a condition incidental to employment on probation, an employee shall be advised of, and given an opportunity to make response to, any adverse material about the employee which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation. In the case of fixed-term employees, any continuous second or subsequent fixed-term contract with the University for the same or substantially similar duties will not contain a probationary period.

18.4 Nothing in this Agreement prevents staff engaging in additional work as a casual staff member in work unrelated to, or identifiably separate from, their normal duties.

### **19 - SUPERANNUATION**

19.1 The University agrees that for the life of this Agreement, it intends to maintain the arrangements for superannuation in respect of access to superannuation schemes and contribution rates that are in effect as of the date of the Agreement. The schemes which the University will continue to contribute to are:

- UniSuper Defined Benefit Plan / Investment Choice Plan
- UniSuper Award Plus Plan
- Q Super Defined Benefit Plan
- Q Super Accumulation Plan
- Q Super (State Plan)

19.2 The University agrees that, should there be any changes to the superannuation arrangements in effect as of the date of certification of this Agreement, the University will consult with the GSCC to give effect to 19.1.

### **20 - ALLOWANCES**

Staff are entitled to be paid one or more work and expenses related allowances and will be eligible for the allowances and rates of payment in accordance with University policy 5.50.16 Allowances for General Staff. None of the allowances prescribed shall have application to work performed on an international assignment. In these cases the staff member shall receive an amount no less than actual reasonable expenses incurred.

### **21 - INDEXATION OF ALLOWANCES**

The allowances referred to in 20 and prescribed in University policy 5.50.16 Allowances for General Staff shall be increased as follows:

21.1 Work related expenses shall be increased in accordance with the percentage increase applicable to the HEW 3.1 rate.

- 21.2 Expense related allowances will be increased on an annual basis to reflect movements in the CPI category as nominated in each category.

## **C. CHANGE MANAGEMENT**

### **22 - JOB SECURITY**

- 22.1 The University acknowledges that the provision of the greatest possible degree of job security to all staff is a major aim of the University and crucial to its most effective functioning.
- 22.2 Wherever possible widespread redundancies are to be avoided; and
- compulsory retrenchments are a last resort and should be avoided if possible and
  - where redundancies are required they will be managed in accordance with Clause 24 Restructuring.
- 22.3 Individual members of general staff may be affected by restructuring proposals and such staff will be managed in accordance with the provisions of 24.
- 22.4 Normal attrition will be the preferred method of addressing changes in staffing profile.

### **23 – ORGANISATIONAL CHANGE**

- 23.1 Organisational change which does not include the identification of staff as excess to requirements will not engage the processes set out under the restructuring provisions of this Agreement. To ensure the effective planning for, and management of, organisational change which does not involve redundancies, the relevant manager/s will ensure that
- consultation is carried out with all staff, and where they choose their representatives, who will be affected by the organisational change; and
  - existing consultative mechanisms including the GSCC, and others such as School standing committees or ad hoc consultative mechanisms such as representative working parties are utilised; and
  - necessary information including budgetary information, is provided to all affected staff.
- 23.2 Where organisational change involves the possibility that staff will be excess to requirements, and the possibility that retrenchments might result, the restructuring process described below will be followed.

### **24 - RESTRUCTURING**

This clause sets out the key principles relating to organisational re-structuring. Restructuring shall be implemented in accordance with University policies 5.43.06 Re-structuring and 5.70.14 Redeployment Arising from Redundancy or Medical Condition for General Staff and the document “Guidelines for Planning and Implementing Restructuring”.

- 24.1 A relevant senior manager may assess that restructuring will be required for reasons such as, but not limited to, the following:
- changes in the nature of the organisation of functions of a unit, or of significant work methods of the unit
  - financial exigency or budget constraints
  - changes in technology
  - work that has been traditionally carried out is no longer needed
  - variation to the discipline or program mix in an academic unit
- 24.2 Restructuring will not include the expiry of a fixed term contract/s in accordance with its/their own terms or apply to casual staff.

24.3 The procedures relating to restructuring do not apply when the relevant manager assesses that a single staff member is excess to requirements, that this does not result in an unreasonable workload for other staff and, following consultation, the staff member concerned agrees to take a Voluntary Separation Package.

24.4 The procedures relating to restructuring do not apply when the staff are offered employment at the same classification in substantially the same duties within the University or an associated organisation with a package no less favourable overall than their current package.

#### **24.5 Consultation**

The relevant unit manager will consult with all staff who will be affected by the restructuring

#### **24.6 Proposal**

24.6.1 When the unit manager (Head, Executive Dean, Director, etc) assesses that consultation has clarified the relevant issues, he/she will produce a formal written Proposal, which provides adequate detailed information and justification for the restructure, including an implementation plan as specified in University policy 5.43.06 Re-structuring.

24.6.2 The Proposal will be circulated to all affected staff. Normally there will be a period of 10 working days for consideration by affected staff.

#### **24.7 Standing Committee for Change Management**

24.7.1 The Proposal shall be forwarded to the University Standing Committee on Change Management (General Staff) for consideration.

24.7.2 The University Standing Committee for Change Management will be established for the life of the Agreement and comprise:

- Secretary and Registrar (Chair)
- A Head of School nominated by the University
- A Director of a Division nominated by the University
- A Faculty Executive Officer nominated by the University
- Director of Human Resources (or nominated delegate)
- Four representatives elected by and from the general staff.

24.7.3 Where the Proposal involves an organisational unit to which one of the standing committee members belongs, a replacement will be nominated or elected as appropriate.

24.7.4 Human Resources Division will provide a non-voting Secretary for the Committee and the elected staff representatives may nominate a non-participative observer to offer technical advice.

24.7.5 The University Standing Committee for Change Management should meet as soon as practicable after receiving the Proposal. It should meet as frequently as is necessary with a view to completing its deliberations within 20 working days, or other such time as determined by the committee.

24.7.6 The role of the Committee will be to consider and provide meaningful advice, generally within 20 working days, as to whether the proposed restructuring is justified and reasonable. The committee will make a recommendation to either accept the Proposal, or reject the Proposal or call for modifications.

24.7.7 If the Committee recommends modifications, these will be considered by the relevant manager.

- (a) If the relevant manager revises the Proposal and resubmits it, it will be reconsidered by the Committee.
- (b) If the relevant manager provides a justification why the modifications cannot be implemented, the Committee will reconsider the original Proposal.

24.7.8 The Proposal and the Committee's recommendations shall be forwarded to the Senior Deputy Vice-Chancellor, who will reject or approve the Proposal for implementation, or refer it back to the Committee for further consideration.

#### **24.8 Implementing the Approved Proposal**

The relevant manager will be responsible for implementing the Proposal. In the first instance he/she will pursue voluntary mechanisms by offering to staff in the affected area the opportunity to express interest in Voluntary Separation Packages (VSP) and/or seek part-time appointments. Staff who wish to pursue both options should indicate whether their first preference is a VSP or a part-time appointment. Staff will have 5 working days to respond.

#### **24.9 Voluntary Separation**

24.9.1 The manager will offer staff in the affected area the opportunity to express an interest in a Voluntary Separation Package (VSP).

24.9.2 The manager will decide, within 10 working days, which expressions of interest can be accepted, having regard to the operational requirements of the unit and will offer VSPs to the identified staff.

24.9.3 If a staff member accepts a VSP, the payment will be as detailed in 24.13 below and the person will leave the University at the earliest opportunity.

24.9.4 If the staff member is not offered a VSP or rejects the offer of VSP, he/she will be eligible for consideration of a part-time appointment if he/she has indicated that preference in response to the manager's offer.

#### **24.10 Part-Time Appointment**

24.10.1 Any full-time member of staff, in the affected area, may seek to convert his/her appointment to a part-time one. The relevant manager will decide whether such a part-time appointment can be offered, having regard to the operational requirements of the unit. The manager should communicate the decision to the staff member within 10 working days of receiving the request.

24.10.2 Staff who initially seek a part-time appointment and are not able to be accommodated, will be eligible to express an interest in a VSP, provided they have nominated this preference in response to the manager's notification.

#### **24.11 Retrenchment**

24.11.1 If the mechanisms outlined in the previous sub-clauses do not achieve the reductions in staffing required, then the necessary number of staff will be nominated to be retrenched, in accordance with the criteria contained in the Proposal as approved by the Senior Deputy Vice-Chancellor.

24.11.2 The relevant manager will apply the criteria contained in the Proposal as approved by the Senior Deputy Vice-Chancellor when deciding which staff will be retrenched.

- 24.11.3 Any staff member nominated to be retrenched may apply for redeployment within five working days of being nominated.
- 24.11.4 A staff member nominated for retrenchment who does not apply for redeployment nor a review will be paid a severance payment in accordance 24.13 and leave the employment of the University at the earliest opportunity.

**24.12 Redeployment**

- 24.12.1 Where a staff member elects to seek redeployment, the University will act in accordance with University policy 5.70.14 Redeployment Arising from Redundancy or Medical Condition for General Staff. The University will make reasonable attempts to find a suitable position. Redeployment searches will commence as soon as a staff member notifies his/her preference pursuant to 24.11.3 and will cease 25 working days after the staff member has been notified that they have been nominated for retrenchment pursuant to 24.11.3.
- 24.12.2 The provisions of 24.11.3 and 24.12 shall not apply in circumstances where it is clear that no viable opportunities are available or will become available in that time, given the person’s discipline and area of expertise. In these circumstances the staff member will be retrenched with immediate effect and paid the redundancy amounts specified in 24.13.1 plus an additional 5 weeks salary.
- 24.12.3 Redeployment will normally be to a position at the same classification level.
- 24.12.4 A staff member may seek redeployment prior to the timelines set out on 24.11.3 and 24.12.1 at any stage of the process where it becomes apparent that the staff member’s position may become redundant.
- 24.12.5 The University will notify the staff member of possible redeployment opportunities. Alternatively the staff member may notify Human Resources of positions for which they wish to be considered. The redeployee will not be required to compete against external or internal applicants in open competition.
- 24.12.6 Staff who are unable to be redeployed will be paid a redundancy calculated in accordance with 24.13 on termination of their services.

**24.13 VSP and Retrenchment – Pay Calculation**

- 24.13.1 Staff who are retrenched, or accept a VSP after the restructure proposal has been forwarded to the Committee for Change Management, will receive:
  - (a) Two weeks’ pay for each year of service subject to a minimum 12 weeks’ payment and a maximum of 64 weeks. Where there has been a combination of full time and part time service then part time service will be converted to full time equivalent service and payment made at the full time rate. In calculating years of service, service as a casual staff member will not be included.
  - (b) Pro rata long service leave entitlements for staff with 5 years or more service.
  - (c) Notice calculated as follows, or pay in lieu of notice:

Staff member’s Period of Continuous Service with the Employer	Period of Notice	Over 45 years old with 2 years or more Continuous Service
Not more than 1 year	1 week	
More than 1 year but less than 3 years	2 weeks	3 weeks

More than 3 years but less than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

- 24.13.2 Where a staff member is redeployed into a fixed term position and the redeployment ceases as a result of the non renewal of a fixed term contract by the University the staff member will remain entitled to:
- (a) the full amount of the retrenchment payment (calculated as above) for a period of up to 3 months after the initial redeployment; or
  - (b) a retrenchment payment (calculated as above) less the number of weeks paid under the fixed term contract/s after the 3 month period, provided that long service leave shall be calculated as from the last date of actual employment with the University.

#### **24.14 Post Implementation Review**

The Standing Committee on Change Management will undertake a review of the success of the restructuring at a suitable time after the restructuring has been put in place, generally between 6 and 9 months. The outcome of the review will be referred to the authorised officer.

### **25 - VOLUNTARY EARLY RETIREMENT INCENTIVE SCHEME**

#### 25.1 Definitions

- 25.1.1 "Continuous Service" means service (otherwise than as a fixed term, casual or seasonal staff member) under an unbroken contract of employment and includes a period of leave or period of absence authorised by the employer.
  - 25.1.2 "Early Retirement" shall mean the voluntary resignation of a staff member after having attained the age of 55 years but prior to attaining the age of 63 years.
  - 25.1.3 "Salary" shall mean the nominal salary paid to the staff member at the time of early retirement but includes an allowance or loading which is counted as salary for superannuation purposes.
  - 25.1.4 "Eligible Staff Member" shall mean a person employed by the University as a permanent staff member, who has reached the age of 55 years but is under 63 years of age and who has completed at least 10 years continuous service with the University.
- 25.2 Subject to 25.3 below, an early retirement incentive scheme may be available to any Group or class of eligible staff, to whom the University wishes to offer it, from time to time.
- 25.3 An eligible staff member may request early retirement with the benefits of this scheme provided that the University will have the discretion to decide whether or not it wishes to approve such request.
- 25.4 An eligible staff member whose request is approved will, on early retirement, be paid (in addition to any other entitlements), a lump sum of 2 weeks salary for every completed year of service up to a maximum of 52 weeks salary.
- 25.5 Notwithstanding the above staff of The University of Queensland who are under 55 years of age may also be eligible to benefit pursuant to this Scheme.

### **26 - OUTSOURCING**

- 26.1 The University will consult with affected staff and the GSCC when the relevant Director/Head decides that there is a possible need for outsourcing to other organisations work that is currently being performed by University general staff .

- 26.2 If any positions are expected to be made redundant, the Proposal will go to the Standing Committee for Change Management. This Proposal will provide the relevant budget and financial information showing evidence for their need to contract out the services in question.
- 26.3 The University will first seek to redeploy those staff in positions designated as redundant to any available vacancies.
- 26.4 Where the University has decided to contract work out to another Organisation,
- 26.4.1 it will allow the relevant group of staff within the University to tender for the work in competition with the external providers. If successful, the group will be commissioned to carry out the work,
- 26.4.2 where the decision has been made to contract work out, the University will use its best endeavours to negotiate employment arrangements with the affected staff, and where they so choose their representative(s), and contractor designed to assist displaced University staff to move to, or have the option of employment with, the outside contractor without prejudice to the contractor's rights to determine conditions of employment.
- 26.5 Notwithstanding the above, the University may, in respect of any emergency or other unforeseen exigency, contract out work on a short term temporary basis, and may contract out in respect of occasional "one-off" circumstances affecting a small number of general staff (for example, training in the safe use of new equipment).

## **27 - USE OF CONTRACTORS**

Consultation will take place between the University, the affected general staff, and where they so choose their representative(s), should the University wish to employ contractors to perform ongoing and substantial work that is currently being undertaken by University staff.

## **D. STAFF DEVELOPMENT AND PERFORMANCE APPRAISAL**

### **28 - STAFF DEVELOPMENT AND CAREER PATHING**

- 28.1 The University acknowledges that development of the skills and improving the abilities of general staff are matters of fundamental importance to the University. Staff development enhances the efficient and effective operation of the University, and develops general staff to be ready to assume positions of increasing responsibility. The parties to this Agreement are committed to staff development and career planning opportunities for all general staff and to the implementation of the Staff Development Policy 5.80.1.
- 28.2 The Recognition and Development Program is the primary mechanism for identifying staff training and development needs and for ensuring that staff attend the specific programmes nominated at the annual review.
- 28.3 The University endorses an approach to staffing that will combine two equally important initiatives:
- 28.3.1 ensuring selection and appointment on merit and equity by advertising vacancies internally and externally as a general rule and appointing the most meritorious candidate according to the selection criteria; and
- 28.3.2 implementing systematic and targeted staff development activities, which will ensure that general staff are prepared for advancement, paying particular attention to any area in the University which consistently appoints external candidates.

## **29 - IMPLEMENTING INTEGRATED PERFORMANCE APPRAISAL**

## **29.1 Principles**

The University acknowledges that:

- 29.1.1 There is a need for effective support for general staff to achieve increased job satisfaction by enhancing the performance of their duties in their current positions and by preparation to move to positions with increased responsibilities.
- 29.1.2 A structure of possible career paths should be available and the training and development to pursue those paths should be accessible.
- 29.1.3 A more effective mechanism for rewarding performance would assist staff and recognise their contribution.
- 29.1.4 An integrated system of performance appraisal is one key factor in achieving these goals.

## **29.2 Annual Review**

Each continuing staff member, fixed term staff member with an appointment greater than 1 year and casual cleaners engaged prior to 27 June 2005 will undergo an annual appraisal of performance in a meeting with a supervisor who will act as the appraising officer. The supervisor may be the Head of the Organisational Unit or another staff member designated by the Head for this purpose.

## **29.3 Incremental Progression**

- 29.3.1 At the conclusion of each twelve month period following the date of entry into a classification, and/or the subsequent anniversary date, full-time and part-time general staff members shall be eligible for movement to the next highest salary point within their level, subject to 29.6.
- 29.3.2 An employee who has, during the period, been absent in excess of three months in aggregate, shall have the increment date and any resultant increase delayed by the period of absence.

## **29.4 Outstanding Performance**

Where the staff member's performance is assessed as outstanding, the supervisor will clearly indicate this at the annual review. Resulting from this evaluation, an appropriate reward will be recommended. This may include, but not be limited to, a double increment. For staff already at the top of the salary scale, a further increase up to 90% of the difference between the top of the scale and the bottom of the next scale. Outstanding staff are also eligible for an annual once-off bonus in accordance with University policy 5.50.15 Flexible Remuneration for General Staff.

## **29.5 Diminished Performance**

Where a supervisor assesses that a staff member's performance is not achieving the expectations of the position, the supervisor will act in accordance with University policy 5.70.04 Guidance and Performance Counselling, Diminished and Unsatisfactory Performance – General Staff. In particular, the supervisor must make every effort to assist the staff member to remedy their performance using guidance, performance counselling and provision of appropriate support, staff development and changes to work allocation.

## **29.6 Withholding An Increment**

If the supervisor assesses that a staff member's performance has been unacceptable, then he/she will warn the staff member about his/her performance, in accordance with the procedures for the management of unsatisfactory performance. A recommendation to withhold an increment will be made in accordance with procedures for the management of unsatisfactory performance set out in 41 of this Agreement.

## E. HOURS AND WORK PATTERNS

### 30 - HOURS OF WORK AND OVERTIME

Except where expressly provided, 30 - Hours of Work and Overtime does not apply to any employee employed at or above level 8.

#### 30.1 Hours of Work – Day Workers (Excluding Staff At Or Above Level 8)

- 30.1.1 Standard Hours (excluding meal breaks)
- (a) Full Time staff may work 36 hrs 15 mins per week, 72 hrs 30 mins per fortnight with maximum hours per day of 7 hrs 15 mins per day.
  - (b) Part Time staff may work a maximum of 36 hrs 15 mins per week with maximum hours per day of 8 hrs.
  - (c) Casual Staff (other than security staff working a rotating shift roster pursuant to 31.3.5) may work a maximum of 36 hrs 15 mins per week with a maximum hours per day of 7 hrs 15 mins or standard work day applicable in work area. The standard spread of hours for casual staff is open span.
- 30.1.2 The ordinary hours of work will be in accordance with 30.1.1 subject to any arrangements that apply to non casual staff prescribed in 30.1.3 Table 1 and 30.3 (Flexible working hours).
- 30.1.3 Table 1 sets out the standard arrangements within which hours of work are determined for full time and part time staff. These standards will operate unless varied as per this Agreement.

**TABLE 1 HOURS OF WORK – STANDARDS FOR SPECIFIC CAREER STREAMS & JOB FAMILIES / CATEGORIES**

<b>ORDINARY HOURS (excluding meal breaks)</b>				
<b>JOB FAMILIES</b>	<b>Max hrs/ Cycle</b>	<b>Max hrs/ Day</b>	<b>Standard Spread of Hours</b>	
Administration	As per 30.1.1	As per 30.1.1	Monday to Friday	8am to 6pm
Trades & Services & Technical & Scientific	As per 30.1.1	As per 30.1.1	Monday to Friday	7am to 6pm
Professional	As per 30.1.1	As per 30.1.1	Monday to Friday	6am to 6pm
Library & Information Technology	145 hrs/4 wks	8 hrs/day or as per 30.1.1	Sunday to Saturday over no more than 5 consecutive days	open span
Research	As per 30.1.1	As per 30.1.1	Sunday to Saturday over no more than 5 consecutive days	open span
Catering (non-casual)	38 hrs/wk worked as: (a) 152 hrs/4 wks or (b) 160 hrs/4 wks + paid day off banked per period (max 5) or combination of (a) & (b)	Min 4 hrs/day  Max 10 hrs/ day or Max 12 hrs/ day by written agreement	Sunday to Saturday	open span
<b>CAREER STREAMS</b>	<b>Max hrs/ Cycle</b>	<b>Max hrs/ Day</b>	<b>Standard Spread of Hours</b>	
Marketing (Student Recruitment / Promotion)	As per 30.1.1	As per 30.1.1	Monday to Sunday	6am to 10pm
Security	As per 30.1.1	As per 30.1.1	Monday to Friday	8am to 6pm
Gardeners/ Grounds	As per 30.1.1	As per 30.1.1	Monday to Friday	6am to 5pm
Cleaners	As per 30.1.1	As per 30.1.1	Monday to Friday	6am to 6pm
<b>JOB CATEGORY</b>	<b>Max hrs/ Cycle</b>	<b>Max hrs/ Day</b>	<b>Standard Spread of Hours</b>	
Examination supervisors	72 ½ hours per fortnight	8 hrs/day	Monday to Saturday	7am to 9pm
Graduation attendants	As per 30.1.1	12 hrs/day	Monday to Sunday	10am to 10pm

JOB CATEGORY	Max hrs/ Cycle	Max hrs/ Day	Standard Spread of Hours	
Open day /Expo Uni display attendants	As per 30.1.1	12 hrs/day	Monday to Sunday	6am to 10pm
UniSafe Escorts	72 ½ hours per fortnight	8 hrs/day	Monday to Sunday	Noon to 11pm
Bookshop attendants	As per 30.1.1	8 hrs/day	Monday to Sunday	8am to 8pm
Animal and crop attendants	72 ½ hours per fortnight	8 hrs/day	Monday to Sunday	5am to 10pm
Student vacation program attendants & UQ Centre hospitality and function attendants	72 ½ hours per fortnight	12 hrs/day	Monday to Sunday	open span
Field Work	145 hrs/4 wks	12 hrs/day	Monday to Sunday	open span

### 30.2 Changes to Commencing and Ceasing Times by the University

Staff working standard hours will have fixed commencing and finishing times, within the spread of hours set out in Table 1, which may be altered upon receipt of at least one week's notice from the University.

### 30.3 Flexible Working Hours

30.3.1 Flexible working arrangements may include:

- (a) **9 day fortnight.** Staff may work 40 hrs 30 mins per week, 72 hrs 30 mins per fortnight with maximum hours per day of 8 hrs 30 mins.
- (b) **19 day 4 week.** Staff may work 40 hrs 30 mins per week or 145 hrs per 4 weeks with maximum hours per day of 8 hrs 30 mins.
- (c) **Flexi-time.** Staff may work 40 hrs 30 mins per week or 145 hours per 4 weeks with a maximum hours per day of 9 hrs
- (d) **Voluntary Banked Time.** Staff may work 45 hrs 15 mins per week or 942 hours 30 mins per 26 weeks with a maximum hours per day of 9 hrs.

30.3.2 Flexible Working Hours (excluding Research General Staff)

- (a) A system of flexible working hours (including flexitime, voluntary banked time and a 9 day fortnight) may be worked in lieu of the ordinary hours of work where mutually agreed between the supervisor and the staff member.
- (b) A staff member working flexitime or voluntary banked time may, on an ad hoc basis, work outside the standard spread of hours prescribed in Table 2 as ordinary hours and paid at ordinary rates where mutually agreed between the supervisor and the staff member.

30.3.3 Flexible Working Hours – Research General Staff

- (a) Working hours for general staff on research projects will be open to flexible arrangements, agreed between the supervisor and the staff member/s, so as not to unduly impede the requirements of the research program.
- (b) Where agreement on the proposed hours cannot be reached by consultation with the staff directly involved, the issue shall be dealt with in accordance with the dispute resolution provision.

### 30.4 Changes to the Standard Spread of Hours, Maximum Hours Per Work Cycle and Maximum Number Per Day (of up to 10 hours)

- 30.4.1 Changes may be initiated by a staff member or staff members. Any changes will only be undertaken where there is mutual agreement between the staff member/s and the supervisor. Such agreements shall be documented and forwarded to Human Resources.
- 30.4.2 The failure to document such arrangements shall not render any time worked outside the spread of hours, maximum hours per work cycle and / or maximum number per day as overtime. Such hours will be deemed to be ordinary time and paid at ordinary rates where such arrangements have been mutually agreed.
- 30.4.3 The University may require staff to be rostered outside the standard spread of hours, prescribed in the Agreement and in circumstances where 30.3.1(b) and 30.4.1 may not be sufficient to meet the operational requirements of the University. In these circumstances the ordinary hours of work may be varied provided that:
- (a) There is consultation with staff and the GSCC.
  - (b) Issues to be consulted on will include, but are not limited to, family responsibilities, safety, travel arrangements and operational requirements.
  - (c) A penalty rate of 20% will apply to all ordinary hours worked outside the standard spread of hours.
  - (d) Weekend penalty rates for ordinary time shall be in accordance with 30.6.
  - (e) The University will not seek to utilize these provisions unreasonably.
  - (f) If the proposal is for work performed beyond 10.15pm the parties to this Agreement will designate these workers as “shift workers” for the purposes of this roster and pay them accordingly.
- 30.4.4 30.4.3 does not apply to any roster or proposed change of roster for categories of staff where the proposed change is within the existing hours of work as prescribed in this Agreement.

### **30.5 Previous Variations to Hours of Work Remain in Force**

Arrangements to vary working hours made pursuant to or in compliance with any previous industrial instrument, where the arrangements are still in operation, shall remain in force.

### **30.6 Weekend Penalty Rates**

- 30.6.1 All time worked by staff, other than research general staff, casual staff and shift workers, within their ordinary working hours, between midnight Friday and midnight Sunday, will be paid for at the rate of time and a-half.
- 30.6.2 Where a staff member requests to work weekend hours and this is agreed to by the supervisor then no weekend penalty rates shall apply. Any such agreement/s shall be in writing in accordance with 30.4.1.

### **30.7 Evening Penalty Rates - Library**

Full time and part time staff employed in the library shall receive a loading of 20% for all ordinary hours of work after 6pm Monday to Friday.

### **30.8 Travel (Including Interstate and International)**

The provisions of this Agreement in relation to hours of work and overtime do not apply to staff whilst they are travelling or performing work away from the University. There is no requirement to record or maintain time sheets. Working arrangements for such work and travel shall be subject to local arrangements.

### **30.9 Overtime (excluding employees at or above level 8)**

- 30.9.1 An employee may be required to perform reasonable overtime.

30.9.2 All work required to be performed in excess of ordinary working hours, or outside of commencing and ceasing times fixed pursuant to 30.1.1 and 30.1.2, on any one day or in any one week will be deemed to be overtime.

30.9.3 A casual employee shall only be entitled to overtime where hours worked are in excess of 36.25 hours per week or 7.25 hours on any one day (except in cases where the standard working day for the work area exceeds 7.25 hours in which case overtime will be paid in excess of the standard working day). In respect of such excess the employee shall only receive the greater of overtime rates set out in clauses 30.9.4 and 30.9.5 or the casual loading but not both.

**30.9.4 Overtime Rates (excluding employees at or above HEW level 8)**

<b>Employee Category</b>	<b>Monday to Saturday</b>	<b>Sunday</b>	<b>Public Holiday within normal span of hours</b>	<b>Public Holiday outside normal span of hours</b>
All HEW 1 to 7 other than those specified below.	Time and a half for the first three hours and double time thereafter	Double time	Double Time and a half	Double the rate specified for Monday to Saturday
Trades and Services Career Stream	Time and a half for the first two hours and double time thereafter	Double time	Double Time and a half	Double the rate specified for Monday to Saturday
Catering Staff	Time and a half for the first three hours and double time thereafter (Minimum 2 hours payment on RDO)	Double time	Double Time and a half (minimum 4 hours payment)	Double the rate specified for Monday to Saturday
Staff who work a roster which provides for more than one shift per day	Double time	Double time	Double Time and a half	Double the rate specified for Monday to Saturday

30.9.5 The University may approve an employee’s request to take time off-duty in lieu (TOIL) of the overtime payment which will be computed at the value of the appropriate penalty rate applicable to the overtime worked and no employee will be allowed to accumulate more than five working days’ credit at any time.

30.9.6 The calculation and payment of overtime and granting of TOIL for various categories of staff will be in accordance with University policy 5.55.4 Overtime for General Staff.

**30.10 On Call Allowance**

30.10.1 Where a staff member is instructed to be available on call outside ordinary or rostered working hours the following rates apply (overtime provisions apply where recalled or advice required):

- (a) Whole of rostered day off or public holiday - 95% of the minimum hourly rate for a HEW level 5.1 staff member per day;
- (b) Night of rostered day off, accrued day off or public holiday - 60% of the minimum hourly rate for a HEW level 5.1 staff member per night;
- (c) Any other night - 47.5% of the minimum hourly rate for a HEW level 5.1 staff member per night.

30.10.2 The existing arrangements at the date of certification of this Agreement in respect of call out arrangements for Properties & Facilities shall apply.

### **30.11 Hours of Work - Employees at or above level 8**

There are no fixed hours of duty for staff at these levels. Accordingly there is no provision for recording hours worked, or entitlement for overtime payment or time off in lieu of overtime, unless otherwise agreed in advance in accordance with University policy 5.55.04 Overtime for General Staff.

### **30.12 Meal breaks**

Except in the case of shift workers, an employee who is employed for at least six hours, will be allowed an unpaid break of 45 minutes for a meal, to be taken in accordance with University policies 50.55.03 General Staff Working Arrangement – Flextime and Voluntary Banked Time and 5.55.05 Hours of Work/Ordinary Hours.

### **30.13 Rest pauses**

All employees are entitled to rest pauses in accordance with University policies 50.55.03 General Staff Working Arrangement – Flextime and Voluntary Banked Time and 5.55.05 Hours of Work/Ordinary Hours.

## **31 - HOURS OF WORK - SHIFT WORKERS (EXCLUDING CATERING STAFF)**

The hours of work for shift workers will generally be as set out in 31.3. Except where expressly provided 31, Hours of Work – Shift Work, does not apply to any employee employed at or above level 8.

### **31.1 Definition and Application**

31.1.1 A “shift worker” means a staff member who is required to undertake shift work in accordance with a shift roster, including a staff member, working the same shift from week to week without rotation pursuant to a shift roster by approval.

31.1.2 This clause applies to security and printery staff who work a rostered shift arrangement. The University, relevant staff, and where they so choose their representatives, may consider other areas introducing shiftwork in which case the provisions of this clause shall apply

### **31.2 Shifts**

31.2.1 “Day shift” means a shift worked between 7am and 5pm.

31.2.2 “Afternoon shift” means a shift commencing at or after midday and finishing at or before midnight.

31.2.3 “Night shift” means a shift extending beyond midnight.

### **31.3 Hours of Work**

31.3.1 Hours of work

36 ¼ hour week or maximum 181 ¼ hours over five weeks;

7 ¼ hours per day, maximum 8 hours 5 mins per day or up to twelve hours by agreement.

31.3.2 Spread of hours

up to 35 days over five weeks.

31.3.3 RDO entitlement

For staff engaged on a 7 day continuous roster 13 RDOs per 5-week roster cycle or such other equivalent off-duty periods acceptable to the University and the staff member. This will include two weekends free of duty every five weeks.

31.3.4 Crib breaks

30 minute paid crib break for continuous shift workers. Crib breaks will be taken between the commencement of the fourth hour and the completion of the sixth hour of a shift at such time as will not interfere with the continuity of work.

31.3.5 Shift Allowances - Security

- (a) Staff who work the 5-week, 7-day continuous rotating roster cycle in operation upon the making of this Agreement will be paid a shift allowance of 10% for each shift worked.
- (b) All time worked between midnight Friday and midnight Sunday during an ordinary shift will be paid at ordinary rates plus a weekend shift penalty of 50%, provided that a staff member employed as a security officer on the 5-week, 7-day, continuous, rotating roster in operation upon the making of this Agreement will receive 50% weekend shift penalty for a maximum of 26 weekends (52 shifts) in any 12 month period. Any additional weekend shifts worked within the roster by such security officers, in excess of 52 weekend shifts in any one year, will be paid at ordinary rates.

31.3.6 Shift Allowances – Printery and Other Staff

- (a) Staff who work an afternoon or night shift will be paid a shift allowance of 15% for each shift worked (except for weekend shift work).
- (b) All time worked between midnight Friday and midnight during an ordinary shift will be paid a weekend shift allowance of 50%.

31.3.7 Shift rosters

- (a) All shift rosters will specify the commencing and finishing time of ordinary hours of work of each staff member and may be spread over a maximum cycle of five weeks, or such other cycle as agreed with the staff affected.
- (b) Except in the case of emergency over which the University has no control, shift rosters will be changed after consultation between the University management and the staff affected by the change. Shift rosters shall be designed having regard to:
  - (i) the University's need for operational efficiency and effectiveness;
  - (ii) workplace health and safety requirements;
  - (iii) family responsibilities.
- (c) Except in the case of emergency over which the University has no control, consultation shall take place between University management and affected staff when a changed shift roster is proposed. Not less than fourteen days shall be allowed for such consultation, having regard to factors 31.3.7(b)(i), 31.3.7(b)(ii) and 31.3.7(b)(iii).

- (d) A staff member may voluntarily exchange duties and hours of work with another staff member with the University's approval, in which case the following conditions apply:
  - (i) Overtime payments, shift and meal allowances will not be payable for any period by which those exchanged hours of work are in excess of his or her ordinary working hours, unless such payment would have been made to the staff member originally rostered; and
  - (ii) No staff member will be permitted to work two consecutive shifts.
- (e) Staff will be entitled to a minimum period of ten hours' break between rosters unless otherwise provided.

31.3.8 Consecutive shifts

Except where overtime is worked, a shift worker who rotates from one shift to another:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty,

will, unless released from duty for eight consecutive hours upon the completion of his shift, be paid double the prevailing rates until released from duty for such period, and will then be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

31.3.9 Seasonal Shiftwork

Shiftwork may be implemented on a seasonal basis. Shift work arrangements in these circumstances shall operate for the period nominated by the University to meet seasonal demand.

**F. LEAVE**

**32** The following table sets out the basic entitlements for staff in each of the leave categories. Detailed provisions for the granting and taking of leave and all leave related entitlements by various categories of staff and the arrangements for payment while on leave will be in accordance with the relevant leave policies referenced in the leave table below.

<b>Leave Type</b>	<b>Employee Category</b>	<b>Entitlement</b>	<b>Conditions</b>
Recreation Leave HUPP 5.60.10	Full- Time Employees	145 Hours (20 days for each 12 months or continuous paid service	Maximum accrual is 290 hours (40 days) for full time staff and 362.5 hours (50 days) for shift workers
	Full- Time employees located in a part of the Queensland lying to the northward or westward of a line drawn westward from St Lawrence to the 144 <sup>th</sup> meridian of east longitude and thence southward along the meridian to the southern boundary	181 hours 15 minutes for each 12 months of continuous paid service	Payment in lieu up to maximum accumulation on termination or death in service
	Full- Time employees on three continuous shifts per day over a period of seven days per week	181 hours 15 minutes for each 12 months of continuous paid service	Leave Loading of 17.5% of ordinary salary except where shift and penalty payments would be greater

Leave Type	Employee Category	Entitlement	Conditions
	Full-Time employees on three continuous shifts per day over a period of seven days per week and located in a part of the Queensland lying to the northward or westward of a line drawn westward from St Lawrence to the 144 <sup>th</sup> meridian of east longitude and thence southward along the meridian to the southern boundary of Queensland.	217 hours 30 minutes for each 12 months of continuous service	
	Part- Time employees	Pro rata the full-time rate	
	Casual Employees	No entitlement	
	Casual cleaners engaged prior to 27 June 2005	Pro rata the full-time rate	
Carer's Leave HUPP 5.60.27	All employees, except casual staff, who have completed 12 months of service	Up to a maximum of 5 working days	Available for dependent children, immediate or extended family and significant others. Medical certificate or statutory declaration needed for more the three consecutive days
Long Service Leave HUPP 5.60.07	Full-time employees	1.3 weeks for each completed years of service after 10 years of continuous service	Entitled to take a minimum of 2 weeks leave on six months notice; employees can be required to take a minimum of 4 weeks leave where accrual is greater then 18 weeks subject to transition arrangements in policy 5.60.7
	Part-time employees	Pro rata the full time rate	
	Casual employees with appointments after 30 March 1994 and who have been employed on a regular basis with no break between appointments greater than 13 weeks	Formula in HUPP Policy	
Defence Forces Leave HUPP 5.60.16	All employees	Unpaid leave	
Parental Leave HUPP 5.60.09	Full- Time employees who are primary care givers	26 weeks after 12 continuous service	Entitled to return to position held immediately before taking parental leave
	Full-Time employees who are not primary care givers but share the parenting responsibilities	1 week in any 12 consecutive months of employment	
	Part-Time employees	Pro rata full-time rate	
	Eligible Casual employees	Unpaid maternity leave	
Sick Leave HUPP 5.60.11	Full-Time employees	72.5 hours per annum	Sick leave accrues pro-rata from date of commencing duty: Medical certificate or other evidence required for periods of more that three consecutive days
Bereavement Leave HUPP 5.60.13	All employees other than casual	3 days paid leave. Up to 5 days unpaid leave.	Available on death of partner, member of family, extended family, community of Indigenous Australians or where recognised cultural relationship
Special Leave HUPP 5.60.08	All employees	At University discretion	
Jury Service HUPP 5.60.22	All employees other than casual employees	Paid leave for period of duty	

### 33 - PUBLIC HOLIDAYS

33.1 Employees, other than casual employees but including eligible casual cleaners engaged before 27 June 2005, will be entitled to the following holidays without loss of pay:

New Year's Day;  
Australia Day;  
Good Friday;  
Easter Saturday;  
Easter Monday;  
Anzac Day;  
Queen's Birthday;  
Labour Day;  
Christmas Day;  
Boxing Day; and

Any other day or days gazetted in the State of Queensland in addition to or substitution of any of the above having application to the University of Queensland, provided that:

Where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively; or

Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day; and

Where New Year's Day falls on a Saturday or on a Sunday the following Monday shall be observed as New Year's Day.

- 33.2 Part-time employees and eligible casual cleaners engaged before 27 June 2005, who usually work on a day of the week on which a public holiday falls and are not required to work on that day, will be paid for the hours which would normally have been worked on that day.
- 33.3 Where a public holiday falls on an employee's rostered day off, such employee shall receive another day off in lieu thereof, or one day shall be added to the employee's annual leave, or alternatively, one day's pay, at ordinary rates, shall be paid in addition to the weekly pay.

#### **34 - LEAVE WITHOUT PAY**

A staff member on leave without pay for in excess of 3 months shall not accrue leave entitlements.

#### **G. DISPUTE SETTLEMENT PROCEDURES**

##### **35 - DISPUTE SETTLEMENT PROCEDURES**

- 35.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement by measures based on the provision of information and explanation, consultation, cooperation and negotiation.
- 35.2 While the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No parties to the dispute shall be prejudiced as to the final settlement by the continuation of work.
- 35.3 There is a requirement for management to provide relevant information relating to the dispute and to consult with the affected staff as early as possible in the dispute.
- 35.4 In the event of any disagreement as to the interpretation or implementation of this Agreement, the following procedures shall apply:
- 35.4.1 The matter is to be raised and discussed by a party to this Agreement with the relevant senior manager in the first instance. The discussion will take place within twenty-four (24) hours and the procedure will not extend beyond five (5) working days.

- 35.4.2 If the matter is not resolved as per 35.4.1 above, it shall be referred to the appropriate management representative who shall arrange a conference of in the parties to the dispute, and where they so choose their representative(s), and any other relevant staff to discuss the matter and make recommendations to the parties to the dispute. This process shall not extend beyond five (5) working days,
- 35.4.3 The University will make its decision and inform all of those involved within five (5) working days.
- 35.4.4 If the decision is not accepted, the dispute may be referred to the Australian Industrial Relations Commission, in accordance with Part VI of the Workplace Relations Act 1996 for determination.
- 35.4.5 The Commission may resolve the dispute by the processes of conciliation and/or arbitration. The parties to the dispute agree that where a matter is referred to the Commission, the Commission's resolution of the dispute including any recommendations made in conciliation will be binding.
- 35.4.6 Nothing in this clause prevents the parties to a matter that has not been resolved from agreeing to refer to a person or body other than the Commission for resolution. Where a matter is so referred, any recommendation to resolve the dispute made by the agreed person or body will be binding.

### **36 – CONSULTATION WITH GENERAL STAFF**

- 36.1 The University is committed to consulting directly with employees and ensuring they are informed about workplace matters affecting them.
- 36.2 Key mechanisms for communication and consultation include, but are not limited to:
- (a) a General Staff Consultative Committee (GSCC) which shall consist of up to six University officers and four general staff members being elected by and from one of each of the following groups of job families for the life of this Agreement:
- Administrative and Professional and Library
  - Information Technology and Scientific and Technical
  - Trades and Services
  - Research
- plus one representative from each of the following four unions bound by this Agreement: The Liquor, Hospitality and Miscellaneous Workers Union, the Australian Municipal, Administrative, Clerical and Services Union(Clerical and Administration Branch); the Community and Public Sector Union; the National Tertiary Education Industry Union.
- (b) Faculty/Division, School/Unit and Team level meetings
- 36.3 Alongside other avenues of consultation, the GSCC will provide for direct consultation between employees, and where they so choose their representative(s), and the University on workplace relations and human resource matters.
- 36.4 The University will provide paid time-off for each general staff GSCC member to attend meetings of the Committee.
- 36.5 In the event of a casual GSCC staff representative vacancy, a replacement representative will be duly elected in accordance with 36.2(a).

## **36.6 General Staff Involvement in Enterprise Bargaining**

The University recognises the significant role played by staff in enterprise bargaining and discussions on employment conditions.

- 36.7 For staff acting as representatives on the SBU in the enterprise bargaining process the University agrees to facilitate reasonable involvement:
- 36.7.1 as part of normal duties and to resource this involvement at a reasonable level;
  - 36.7.2 to provide access to an appropriately equipped and furnished office for use by elected staff representatives during the life of this Agreement;
  - 36.7.3 that the elected staff representatives can, subject to complying with the relevant University guidelines, utilise the University email system for distribution to staff of material relating to enterprise bargaining and workplace issues;
  - 36.7.4 that it will support staff attendance at four (4) general staff meetings per calendar year by allowing staff to be absent from duty without loss of salary for 1 hour and 15 minutes on each occasion ie when taken in conjunction with a lunch break, a two (2) hour meeting without loss of a salary is possible. This commitment is subject to the provision of reasonable notice by the elected staff representatives of an intent to call such a meeting; and
  - 36.7.5 that it will support one meeting per month of elected staff representatives by allowing such staff to be absent from duty without loss of salary for 1 hour and 15 minutes on each occasion. When taken in conjunction with a lunch break, a two (2) hour meeting without loss of salary is possible. This commitment is subject to providing their relevant supervisor with reasonable notice of their attendance at such meetings. The University will notify supervisors of names of elected staff representatives and of its commitment to facilitating staff involvement under this clause.
- 36.8 The University will grant access of up to five (5) days for appropriate training for each of the elected staff representatives.

## **37 - INDIGENOUS EMPLOYMENT**

- 37.1 The University is committed to development and implementation of an Indigenous employment strategy that will include the following principles:
- 37.1.1 that a supportive working environment for Indigenous staff requires policies that address racism, support equal employment opportunity and respect the culture and heritage of Aboriginal and Torres Strait Islanders;
  - 37.1.2 consultation over the strategy with Indigenous staff and communities the unions and other stakeholders.
- 37.2 The employment strategy will have the following objectives:
- 37.2.1 to increase and encourage Indigenous employment and participation at all levels of work activity;
  - 37.2.2 to facilitate and encourage the direct involvement of Indigenous staff in determining their own career strategies;
  - 37.2.3 to ensure effective staff development for Indigenous staff;

- 37.2.4 to set targets for the employment of Indigenous staff across the University (taking into account the proportion of the Indigenous population in the catchment area) that will provide for a significant increase in the number of Indigenous staff employed at the end of this Agreement.
- 37.3 An Indigenous employment strategy working party will be established on certification of this Agreement. The composition will be developed in consultation with the communities and will include senior university representation and staff representation.
- 37.4 The working party will develop a strategy for consideration by the University within twelve months of its establishment.
- 37.5 The University undertakes to have begun implementation of an Indigenous employment strategy within six months of adoption of the strategy.
- 37.6 The strategy will be reviewed three years after its implementation.
- 37.7 For the purpose of this clause “Indigenous Australian person” means a person of Aboriginal and / or Torres Strait Island descent who identifies as an Aboriginal and / or Torres Strait Island person and is accepted as such by their community.

## **H. DISCIPLINARY MATTERS AND TERMINATION OF EMPLOYMENT**

### **38 - PROBATIONARY / CASUAL STAFF**

The provisions of the clauses relating to termination of employment do not apply to staff serving a probationary period of employment or to casual staff (except casual cleaners engaged prior to 27 June 2005).

### **39 - MEDICAL CONDITIONS AFFECTING PERFORMANCE**

- 39.1 The authorised officer may require in writing, any staff member, whose capacity to perform the duties of his or her office is in doubt, to undergo medical examination. This will be undertaken by a qualified medical practitioner/s chosen by the University and at the expense of the University. This may involve more than one consultation where the staff member’s condition/s requires it.
- 39.2 The authorised officer shall provide a staff member with written notice of not less than 2 months that a medical examination is required and ensure that any action taken under this clause is in accordance with University policy 5.70.13 Medical Conditions Affecting Performance.
- 39.3 Where the staff member makes application to their superannuation fund for ill health retirement or temporary disability benefit prior to the expiry of the period of notice, the staff member cannot be required to attend a medical examination in accordance with 39.1 until one of the following circumstances:
  - 39.3.1 For a member of UniSuper or QSuper, after payment of the temporary disability ceases.
  - 39.3.2 Where the superannuation fund determines that the person is ineligible under the rules of the fund to receive a temporary disability benefit. This does not apply in circumstances where the staff member is on sick leave but has not reached the expiry of the 3 months qualifying period or such period of paid sick leave as the fund requires.
  - 39.3.3 The authorised officer may only direct a staff member to attend a medical examination/s in these circumstances where the capacity of the staff member to perform their duties remains in doubt.
- 39.4 If the medical examination reveals that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period of not less than twelve (12) months the authorised officer may, subject to 39.6:

- 39.4.1 redeploy the staff member to a commensurate position at the same classification level within the University; or,
  - 39.4.2 redeploy the staff member to a position at a lower classification level with salary maintenance for a period of three months; or,
  - 39.4.3 terminate the employment of the staff member in accordance with the notice required in the staff member's contract or where no notice is provided in the accordance with clause 42. Prior to taking action to terminate the employment of a staff member the authorised officer may offer the staff member the opportunity to submit a resignation and, if such resignation is offered, shall accept it and not proceed with action to terminate employment.
  - 39.4.4 Redeployment will be conducted as outlined in University policy 5.70.13 Medical Conditions Affecting Performance and 5.70.14 Redeployment Arising from Redundancy or Medical Conditions – General Staff. If the University is unable to redeploy the staff member the provisions of 39.4.3 shall apply.
- 39.5 If, within 10 working days of the report being made available, the staff member or the person acting on their behalf so requests, the authorised officer shall not terminate the employment of the staff member in accordance with 39.4.3 unless and until the findings of the report are confirmed by a panel consisting of three medical practitioners, one of whom shall be appointed by the University, one by the staff member or by a person acting on his or her behalf, and one by the President of the local Branch of the Australian Medical Association. The panel shall not include the practitioner who made the initial report. The right to request a review is subject to contrary medical evidence that the staff member is able to perform their duties or likely to resume them within a period of 12 months.
- 39.6 In making an assessment as to whether or not a staff member is unable to perform his or her duties and is unlikely to be able to resume those duties within a reasonable period, the medical practitioner or panel of medical practitioners appointed pursuant to this clause, shall as far as possible apply the same standards as are used by the staff member's superannuation scheme, if any, in determining qualification for the payment of a disablement benefit or other similar benefit.
- 39.7 These provisions shall not displace or override any existing workers' compensation schemes, whether State or Federal, including WorkCover, or the provisions contained in any workers' compensation legislation that may be enacted.
- 39.8 The authorised officer may construe a failure by a staff member to undergo a medical examination in accordance with these procedures as prima facie evidence that such 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 12 months and may act accordingly, provided that such a refusal by a staff member in these circumstances shall not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

### **39.9 Subsidiary Matters**

- 39.9.1 A staff member who receives a temporary disability benefit from the superannuation fund shall not accrue leave entitlements during this period.
- 39.9.2 Where a superannuation fund determines a staff member is permanently disabled the University shall be entitled to consider the staff member's employment has ceased.
- 39.9.3 Nothing in this clause shall restrict any right the University may have to direct a staff member to attend a medical appointment where there are genuine occupational health and safety reasons for this. Any such direction shall operate independently of this clause and not be part of this clause.

## **40 – SERIOUS MISCONDUCT / MISCONDUCT**

### **40.1 Serious Misconduct**

- 40.1.1 Nothing in the following provisions shall preclude the University from summarily dismissing a staff member on the grounds of serious misconduct provided that:
- (a) the matter is manifestly serious and of a kind warranting removal of the staff member from employment
  - (b) the staff member has had put to them the allegation of serious misconduct
  - (c) the staff member has had the opportunity to respond to the allegation
  - (d) the authorised officer is satisfied beyond reasonable doubt that the evidence justifies a decision to dismiss the staff member.
- 40.1.2 Serious misconduct is misconduct of such a nature that it would be unreasonable to require the employer to continue the employment of the staff member concerned during the required period of notice.
- 40.1.3 Where an allegation involving serious misconduct is made the provisions of 40.2 are not required to be applied where the procedure set out in 40.1.1 is followed.

### **40.2 Misconduct**

- 40.2.1 For the purpose of these procedures, misconduct shall mean behaviour of a kind which constitutes an impediment to the carrying out of the staff member's duties or to staff carrying out their duties.
- 40.2.2 The supervisor of a staff member may formally report in writing to the authorised officer that a staff member may have been guilty of misconduct. In the event of such a report being submitted, the supervisor shall:
- (a) inform the staff member of the intention to make the report;
  - (b) provide the staff member with a copy of the report at the time it is submitted; and,
  - (c) inform the staff member that he/she is entitled within 10 working days of receiving a copy of the report, to submit a written response to the authorised officer.
- 40.2.3 Should the authorised officer, after appropriate investigation, determine that the matter is not misconduct, no further action will be taken and the report will be destroyed. The authorised officer shall also advise the staff member in writing of the decision.
- 40.2.4 If the allegation is admitted in full by the staff member, and the authorised officer is of the opinion that the behaviour of the staff member amounts to misconduct, the authorised officer may:
- (a) require the staff member to undergo counselling;
  - (b) reprimand the staff member;
  - (c) redeploy the staff member to another position without loss of salary;
  - (d) withhold an increment of salary, where applicable, for a period of not more than 12 months,
  - (e) demote the staff member;

- (f) dismiss the staff member from the employment of the University.
- 40.2.5 If the allegation is denied in part or in full by the staff member, the authorised officer shall refer the matter to a Committee of Investigation.
- 40.2.6 A Committee of Investigation shall consist of:
- (a) a staff member to chair the Committee appointed by the authorised officer from a list of suitable persons agreed at the commencement of the Agreement with the members of the GSCC other than those representing management;
  - (b) a staff member nominated by the authorised officer; and
  - (c) a staff member nominated by the members of the GSCC other than those representing management, after consultation with the staff member.
- 40.2.7 The function of the Committee shall be to investigate any case referred to it by the authorised officer pursuant to 40.2.5 and the committee will operate in accordance with University policy 5.70.10 Misconduct.
- 40.2.8 The Committee, after conducting its investigations, shall promptly report in writing to the authorised officer on:
- (a) whether it is satisfied that each of the facts or matters alleged has been proven;
  - (b) whether the facts as proven constitute misconduct on the part of the staff member; and,
  - (c) its recommendation as to whether the authorised officer should exercise any of the powers referred to in 40.2.4 hereof, together with reasons for its findings.
- 40.2.9 The authorised officer shall, after receiving the report of the Committee, and taking into account its findings, take one or more of the following actions:
- (a) dismiss the case;
  - (b) require the staff member to undergo counselling;
  - (c) reprimand the staff member;
  - (d) redeploy the staff member to another position without loss of salary;
  - (e) withhold an increment of salary, where applicable for a period of not more than 12 months;
  - (f) demote the staff member;
  - (g) dismiss the staff member from employment with the University.
- 40.2.10 If at any time during the operation of these procedures the staff member offers to resign with immediate effect, the resignation shall forthwith be accepted by the authorised officer and the proceedings shall thereupon cease.

#### **41 - UNSATISFACTORY PERFORMANCE**

- 41.1 Unsatisfactory performance occurs when a staff member is not meeting, or is unlikely to meet, the performance expectations of the position as determined in the performance planning and review process.

41.2 Where the processes outlined in 29.5 have not been successful in improving the performance to a satisfactory standard the supervisor shall advise the staff member that unsatisfactory performance proceedings are being instigated in accordance with University policy 5.70.04 Guidance and Performance Counselling, Diminished and Unsatisfactory Performance – General Staff.

#### **41.3 At The End Of The Review Period**

41.3.1 At the end of the performance improvement period, the performance of the staff member will be reviewed by the supervisor against the defined performance measures that must be achieved by the end of the performance period.

41.3.2 If the performance has improved to a satisfactory level, no further action will be taken.

41.3.3 If the performance has not improved, the supervisor will recommend to the authorised officer either:

- (a) a formal reprimand,
- (b) withholding an increment
- (c) demotion or
- (d) dismissal.

41.3.4 If the authorised officer is of the opinion that the appropriate feedback, counselling and opportunity to improve performance have not been given to the staff member, the matter will be referred back to the supervisor with an instruction that such processes take place.

#### **41.4 Appeal**

41.4.1 In the case of a recommendation for withholding an increment, demotion or dismissal, if the authorised officer is of the opinion that the appropriate feedback, counselling and an opportunity to improve performance have been given to the staff member by the supervisor, the authorised officer shall enquire whether the staff member wishes to appeal against the recommendation. If so, he/she will refer the matter to a Committee of Review which will operate in accordance with University policy 5.70.04 Guidance and Performance Counselling, Diminished and Unsatisfactory Performance – General Staff.

41.4.2 A Committee of Review shall consist of:

- (a) a staff member to chair the Committee appointed by the authorised officer from a list of suitable persons agreed at the commencement of the Agreement with the members of the GSCC other than those representing management;
- (b) a staff member nominated by the authorised officer; and,
- (c) a staff member nominated by the members of the GSCC other than those representing management, after consultation with the staff member.

41.4.3 The Committee shall consider:

- (a) in the case of a recommendation for withholding an increment – both the appellant's case and the reasons for withholding the increment. The Committee will limit its recommendation to either upholding or rejecting the appeal and making a recommendation that the supervisor should be counselled, if due process has not been followed.

- (b) in the case of a recommendation for dismissal or demotion - whether the performance of the staff member has been satisfactory or unsatisfactory, and shall report its findings and reasons to the authorised officer. The Committee shall also comment on the nature of the disciplinary action it considers appropriate.

- 41.4.4 After receiving the Committee's report, the authorised officer, taking into account its findings, shall as soon as practicable inform the staff member and supervisor in writing of his/her decision and the form of disciplinary action to be taken, if any.
- 41.5 Termination of employment as a result of misconduct or unsatisfactory performance will be subject to the notice requirements in section 170CM of the Workplace Relations Act 1996. Payment in lieu of such notice may be provided.
- 41.6 If at any time during the operation of these procedures, the staff member offers to resign with immediate effect, the resignation shall forthwith be accepted by the authorised officer and the proceedings shall thereupon cease.

**42 - TERMINATION OF EMPLOYMENT**

**42.1 Notice of termination by the employee**

Employees, other than casual employees, must give written notice of not less than one week upon termination of service, provided that a period of notice in excess of one week but not exceeding three months may be agreed upon between the University and the employee. If an employee fails to give notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the notice period.

**42.2 Notice of termination by the university**

The University will provide to an employee, other than casual employee (but not including a casual cleaner engaged before 27 June 2005) or an apprentice or trainee, written notice of termination of employment. The period of notice will be the greater of:

- (a) any entitlement to notice of the University's intention to renew, or not to renew, employment with the employee upon the expiry of the contract; or
- (b) payment according to the following table:

Period of continuous service	Period of notice
Not more than 1 year	At least one week, or the equivalent of a full pay period, whichever is the greater.
1 year but less than 3 years	At least two weeks, or the equivalent of a full pay period, whichever is the greater.
3 years but less than 5 years	At least three weeks, or the equivalent of a full pay period, whichever is the greater.
5 years or over	At least four weeks, or the equivalent of a full pay period, whichever is the greater.

In addition to this notice, an employee over the age of 45 years at the time of the giving of notice and with not less than two years continuous service will be entitled to an additional week's notice.

- 42.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the University making payment for the remainder of the period of notice.
- 42.4 In calculating any payment in lieu of notice, the pay an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 42.5 Notice will not be required where an employee is terminated for serious or wilful misconduct.
- 42.6 Fixed-term employees - Notice of cessation or renovation of employment upon expiry of contract

The University shall provide to a fixed-term employee, other than those identified in University policy 5.90.03 Termination, such written notice as provided for in 42.2 of the University's intention to renew, or not to renew, employment with the employee upon the expiry of the contract.

**42.7 Fixed-term employees - Severance pay**

- 42.7.1 A fixed-term employee whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment shall be entitled to a severance payment as set out in the circumstances described in University policy 5.90.03 Termination as follows:

Period of continuous service	Severance pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

Weeks pay means the ordinary time rate of pay for the employees concerned.

- 42.7.2 The rates of severance pay in 42.7.1 will be reviewed by the parties to this Agreement by 31 December 2007.

**43 - CERTIFICATE OF EMPLOYMENT**

If requested by the staff member, a certificate of employment shall be given by the University to such staff member upon termination of his or her services. The certificate shall supply details of the date of the staff member's commencement and termination of his services and the designations held by the staff member.

Signatories to The University of Queensland Enterprise Agreement (General Staff) Varied 2005

SIGNED FOR AND ON BEHALF OF )  
The University of Queensland ) Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Printed Name \_\_\_\_\_

In the presence of: Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF )  
The Australian, Liquor, )  
Hospitality and Miscellaneous )  
Workers' Union ) Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Printed Name \_\_\_\_\_

In the presence of: Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF )  
The Australian, Municipal, )  
Administrative, Clerical )  
and Services Union ) Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Printed Name \_\_\_\_\_

In the presence of: Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF )  
The Community Public Sector Union ) Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Printed Name \_\_\_\_\_

In the presence of: Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF )  
National Tertiary Education )  
Industry Union ) Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Printed Name \_\_\_\_\_

In the presence of: Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF )  
The Communications, Electrical, )  
Electronic, Energy, Information, )  
Postal, Plumbing and Allied )  
Services Union of Australia )

Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

In the presence of:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

## SCHEDULE 1A – LIST OF RELEVANT POLICIES CONFIRMED BY SENATE

### **Preamble:**

The policies in this list have been identified pursuant to the publication of the Higher Education Workplace Relations Requirements (HEWRRs) by the Federal Government on 29 April, 2005.

The HEWRRs require that workplace agreements must be “simple, flexible and principle-based documents”. To comply with this requirement, details have been removed from the Enterprise Agreement certified on 27 June 2005 and placed in the following policies to ensure that matters negotiated in the most recent round continue to have effect, while compliance with the HEWRRs is maintained.

Additionally some matters contained in *The University of Queensland General Staff Award 2003* have been incorporated into some of the policies listed below to clarify that they remain current conditions of employment for general staff.

Not every policy referred to in the body of the Enterprise Agreement is listed in this Schedule 1A. Some policies which are noted in the Agreement remain in Schedule 1B because they do not contain details or procedures removed from the original documents.

### **5.43 Employment Conditions – General Staff**

- [5.43.01](#) Modes and Types of Employment
- [5.43.02](#) Casual Employment
- [5.43.03](#) Trainees, Apprentices and Other Wage Rates
- [5.43.04](#) Supported Wage
- [5.43.06](#) Restructuring and Managing Change

### **5.50 Reimbursements, Allowances, Loadings and Superannuation**

- [5.50.16](#) Allowances for General Staff

### **5.55 Management of Workloads General Staff**

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Classification	Salary from 1.1.2005	Salary from 1.7.2005	Salary from 1.1.2006	Salary from 2.4.2006	Salary from 1.1.2007	Salary from 1.1.2008
General Level 01 inc 01	\$30,211.84	\$30,816.08	\$31,740.56	\$32,216.67	\$33,505.34	\$34,510.50
General Level 01 inc 02	\$30,882.79	\$31,500.45	\$32,445.46	\$32,932.14	\$34,249.43	\$35,276.91
General Level 01 inc 03	\$31,551.40	\$32,182.43	\$33,147.90	\$33,645.12	\$34,990.92	\$36,040.65
General Level 02 inc 01	\$32,399.34	\$33,047.33	\$34,038.75	\$34,549.33	\$35,931.30	\$37,009.24
General Level 02 inc 02	\$33,232.74	\$33,897.39	\$34,914.31	\$35,438.02	\$36,855.54	\$37,961.21
General Level 03 inc 01	\$33,902.51	\$34,580.56	\$35,617.98	\$36,152.25	\$37,598.34	\$38,726.29
General Level 03 inc 02	\$35,146.48	\$35,849.41	\$36,924.89	\$37,478.76	\$38,977.91	\$40,147.25
General Level 03 inc 03	\$36,390.39	\$37,118.20	\$38,231.75	\$38,805.23	\$40,357.44	\$41,568.16
General Level 03 inc 04	\$37,636.02	\$38,388.74	\$39,540.40	\$40,133.51	\$41,738.85	\$42,991.02
General Level 04 inc 01	\$38,530.35	\$39,300.96	\$40,479.99	\$41,087.19	\$42,730.68	\$44,012.60
General Level 04 inc 02	\$39,367.63	\$40,154.98	\$41,359.63	\$41,980.02	\$43,659.22	\$44,969.00
General Level 04 inc 03	\$40,205.57	\$41,009.68	\$42,239.97	\$42,873.57	\$44,588.51	\$45,926.17
General Level 04 inc 04	\$41,043.49	\$41,864.36	\$43,120.29	\$43,767.09	\$45,517.77	\$46,883.30
General Level 05 inc 01	\$41,881.10	\$42,718.72	\$44,000.28	\$44,660.28	\$46,446.69	\$47,840.09
General Level 05 inc 02	\$43,556.66	\$44,427.79	\$45,760.62	\$46,447.03	\$48,304.91	\$49,754.06
General Level 05 inc 03	\$45,230.20	\$46,134.80	\$47,518.84	\$48,231.62	\$50,160.88	\$51,665.71
General Level 05 inc 04	\$46,906.42	\$47,844.55	\$49,279.89	\$50,019.09	\$52,019.85	\$53,580.45
General Level 06 inc 01	\$48,111.12	\$49,073.34	\$50,545.54	\$51,303.72	\$53,355.87	\$54,956.55
General Level 06 inc 02	\$49,356.02	\$50,343.14	\$51,853.43	\$52,631.23	\$54,736.48	\$56,378.57
General Level 06 inc 03	\$50,598.98	\$51,610.96	\$53,159.29	\$53,956.68	\$56,114.95	\$57,798.40
General Level 06 inc 04	\$51,843.86	\$52,880.74	\$54,467.16	\$55,284.17	\$57,459.54	\$59,220.41

<b>Classification</b>	<b>Salary from 1.1.2005</b>	<b>Salary from 1.7.2005</b>	<b>Salary from 1.1.2006</b>	<b>Salary from 2.4.2006</b>	<b>Salary from 1.1.2007</b>	<b>Salary from 1.1.2008</b>
General Level 07 inc 01	\$53,088.12	\$54,149.88	\$55,774.38	\$56,611.00	\$58,875.44	\$60,641.70
General Level 07 inc 02	\$54,746.78	\$55,841.72	\$57,516.97	\$58,379.72	\$60,714.91	\$62,536.36
General Level 07 inc 03	\$56,406.43	\$57,534.56	\$59,260.60	\$60,149.51	\$62,555.49	\$64,432.15
General Level 07 inc 04	\$58,064.43	\$59,225.72	\$61,002.49	\$61,917.53	\$64,394.23	\$66,326.06
General Level 08 inc 01	\$60,172.82	\$61,376.28	\$63,217.57	\$64,165.83	\$66,732.46	\$68,734.43
General Level 08 inc 02	\$62,638.08	\$63,890.84	\$65,807.57	\$66,794.68	\$69,466.47	\$71,550.46
General Level 08 inc 03	\$65,100.71	\$66,402.72	\$68,394.80	\$69,420.72	\$72,197.55	\$74,363.48
General Level 08 inc 04	\$67,565.95	\$68,917.27	\$70,984.79	\$72,049.56	\$74,931.54	\$77,179.49
General Level 09 inc 01	\$70,545.54	\$71,956.45	\$74,115.14	\$75,226.87	\$78,235.94	\$80,583.02
General Level 09 inc 02	\$71,859.71	\$73,296.90	\$75,495.81	\$76,628.25	\$79,693.38	\$82,084.18
General Level 09 inc 03	\$73,174.51	\$74,638.00	\$76,877.14	\$78,030.30	\$81,151.51	\$83,586.06
General Level 09 inc 04	\$74,652.03	\$76,145.07	\$78,429.42	\$79,605.86	\$82,790.09	\$85,273.79

## **SCHEDULE III - THE UNIVERSITY OF QUEENSLAND HERON ISLAND RESEARCH STATION GENERAL STAFF AGREEMENT**

### **1. Definitions**

- 1.1 "Enterprise Agreement" shall mean The University of Queensland Enterprise Agreement (General Staff) Varied 2005.

### **2. Application**

The Agreement shall be binding upon the following:

- 2.1 The University of Queensland (the employer);
- 2.2 All general staff employed from time to time at The University of Queensland Heron Island Research Station.

### **3. Conditions**

The following conditions shall apply to all staff described in 2.2 above (hereinafter referred to as "staff"):

- 3.1 Staff will work in accordance with a rotating roster which will allow for 10 consecutive working days (the work cycle) followed by 4 consecutive days off,
- 3.2 Rosters shall be agreed between the employer and a majority of staff. All attempts will be made to minimise disruptions to the operations of the work site;
- 3.3 Weekend penalty rates shall not apply to ordinary hours worked on a Saturday or Sunday which fall within the rostered work cycle;
- 3.4 Work performed on any rostered day off shall be remunerated at double time with a minimum payment in accordance with this Agreement;
- 3.5 Work performed on a public holiday which falls within the work cycle shall be remunerated at double time and a half with a minimum payment in accordance with this Agreement;
- 3.6 Should a public holiday fall on one or more of a staff member's rostered days off, then the staff member shall be allowed a further day off for each public holiday to be taken as agreed between the employer and the staff member;
- 3.7 Staff who wish to avail themselves of travel to the mainland in conjunction with days off may depart Heron Island on the tenth day of the work cycle and return on the first day of the next subsequent work cycle, in accordance with the normal catamaran timetable. Two hours paid time will be allowed in respect of travel on each of those days,
- 3.8 The employer will in respect of a staff member, during each calendar year of the staff member's service, pay for up to 13 return catamaran trips to the mainland at the subsidised rate. This entitlement shall accrue in advance at the rate of one paid trip for each 4 weeks of service. Entitlements may be claimed in arrears, but unused accruals may not carry over from one calendar year of service to the next;
- 3.9 By agreement with the employer a staff member may extend the spread of ordinary hours contained in this Agreement in order to facilitate arrangements dealt with in this order.

## **SCHEDULE IV - THE UNIVERSITY OF QUEENSLAND SECURITY SHIFT SUPERINTENDENTS AGREEMENT**

### **1. Definitions**

- 1.1 "Enterprise Agreement" shall mean The University of Queensland Enterprise Agreement (General Staff) Varied 2005. .

### **2. Application**

This Agreement shall be binding upon the following:

- 2.1 The University of Queensland (the employer)
- 2.2 The Liquor, Hospitality and Miscellaneous Workers' Union (LHMU)
- 2.3 All general staff employed in the classification of Security Shift Superintendent from time to time at The University of Queensland.

### **3. Wages**

Security Shift Superintendents shall receive the following rates of pay:

	1.1.2005	1.7.2005	1.1.2006	2.4.2006	1.1.2007	1.1.2008
Scale Position	Rate Per Annum	Rate Per Annum	Rate Per Annum	Rate Per Annum	Rate per Annum	Rate per Annum
SS0101	\$50,231.35	\$51,235.98	\$52,773.06	\$53,564.66	\$55,707.25	\$57,378.47
SS0102	\$52,244.85	\$53,289.75	\$54,888.44	\$55,711.77	\$57,940.24	\$59,678.45
SS0103	\$54,248.23	\$55,333.19	\$56,993.19	\$57,848.09	\$60,162.01	\$61,966.87
SS0104	\$56,258.80	\$57,383.98	\$59,105.50	\$59,992.08	\$62,391.76	\$64,263.51

### **4. Rates for Ordinary Hours**

The rates of pay contained in 4 above are in respect of ordinary hours as defined in the Agreement. Time worked in excess of ordinary hours shall be paid at overtime rates in accordance with the Agreement.

### **5. Rates Inclusive of Penalties**

Notwithstanding anything contained within this Agreement, the wage rates set out in 4 above shall be inclusive of shift and weekend penalties.

### **6. Shift Work**

Security Shift Superintendents shall undertake shift work in accordance with this Agreement, provided that paragraph 31.3.5 Shift Allowances of this Agreement shall not apply.

# SCHEDULE V - THE UNIVERSITY OF QUEENSLAND HOSPITALITY STAFF AGREEMENT - CUSTOMS HOUSE

## 1. Application

This Agreement shall be binding upon the following:

- 1.1 The University of Queensland (the employer)
- 1.2 The Liquor, Hospitality and Miscellaneous Workers' Union (LHMU)
- 1.3 All hospitality staff employed at the Customs House from time to time.

## 2. Conditions of Employment for Hospitality Staff

Except as specified in this schedule, all conditions of employment are governed by The University of Queensland Enterprise Agreement (General Staff) Varied 2005.

## 3. Salaries and Salary Loadings

- 3.1 Salaries, salary loadings and salary increases are to be paid in accordance with Appendix 1 of this Schedule.
- 3.2 This Agreement includes the payment of salary increases payable on or from the dates set out in 14.1.5.
- 3.3 A loading of 13%, which shall be inclusive of all weekend penalties and late work rates, shall be paid in addition to the base salary rate for all classifications up to and including that of Cook Grade 5 and Food and Beverage Grade 6 (i.e. Chef de Partie/Banquets Supervisor Snr). Time worked in excess of ordinary hours or on public holidays shall be paid at the rates specified by The University of Queensland Enterprise Agreement (General Staff) Varied 2005
- 3.4 Salaries for all classifications above Cook Grade 5 and Food and Beverage Grade 6 (ie Chef de Partie/Banquets Supervisor Snr) incorporates a 25% loading which shall be inclusive of all weekend penalties, public holidays, late work rates, and overtime worked in excess of ordinary hours.
- 3.5 The salary rate applicable to junior staff shall be the following percentage of the appropriate adult rate:

Age	Percentage of appropriate adult rate
• Under 17 years of age	55%
• 17 and under 18 years of age	65%
• 18 and under 19 years of age	75%
• 19 and under 20 years of age	85%

- 3.6 The salary rate applicable to apprentices shall be the following percentage of the salary rate payable for the trade-qualified staff in the trade for which they are apprenticed:

<u>Year</u>	<u>Percentage of appropriate salary rate</u>
• First year	40%
• Second year	55%
• Third year	75%
• Fourth year	90%

In the case of an apprentice cook, the base salary rate shall be of Cook Grade 3 (i.e. Commis Chef).

- 3.7 Casual staff shall be paid at the hourly rate of 1/38 1h of the relevant base weekly rate (annual rates of which are set out in Appendix 1 of this Schedule) plus a casual loading of 23%. Hourly rates for casual staff employed on non HEW Level classifications are set out in Appendix 2 of this Schedule.
- 3.8 All non-casual hospitality staff employed at the Customs House at the time of certification of this Agreement who receive a higher salary than the salary rate prescribed in this Agreement shall retain their existing classification level and salary rate for the duration of their existing contract of employment. Salary increases for these staff will be paid in accordance with 14.1.5 of this enterprise agreement.

#### **4. Review of Salary Loadings**

- 4.1 At the end of a twelve month period, a staff member may request an audit of their individual circumstances where good reason exists to determine whether any financial disadvantage has occurred over that period. Good reason will normally be defined as working more than an equitable number of Saturdays, Sundays, overtime, public holidays or late shifts when compared with other staff. Where a shortfall is determined, it will be adjusted by the Customs House.
- 4.2 Where a staff member requests and is granted a roster configuration for any personal reason which may incur a disadvantage, the staff member will not be entitled to have the shortfall adjusted.

#### **5. Classifications**

- 5.1 It is agreed that the experience of as much on the job training through exposure to the range of duties required to be performed in the Brasserie or Banquets departments, as well as flexible classification structures, will enhance the career prospects of individuals both within the Customs House and the hospitality industry. Staff may be required to perform any function which is deemed to be within the staff member's skills and abilities.
- 5.2 For the purposes of this clause, "appropriate level of training" shall mean:
- 5.2.1 completion of a training course deemed suitable according to guidelines issued through Tourism Training Australia for that particular classification. After 1 June 1991 such course to be accredited by the Australian Hospitality Review Panel;
- 5.2.2 that the staff member's skills have been assessed to be at least the equivalent of those attained through the suitable course described in the previous point by a qualified skills assessor; or
- 5.2.3 that where a staff member is undertaking the duties associated with a particular level, the staff member is deemed to have the appropriate level of training and shall be remunerated accordingly.
- 5.3 Classifications of hospitality staff will be as follows:

##### **5.3.1 FOOD & BEVERAGE STREAM**

- a) Food & Beverage Attendant Grade 1 (General Assistant) shall mean a staff member who is skilled in basic manual duties and who is engaged in any of the following:-
- picking up glasses
  - emptying ashtrays
  - general assistance to Food & Beverage Attendants of a higher grade not including service to customers
  - removing food plates
  - setting and wiping down tables
  - monitoring, cleaning and tidying of associated areas during normal opening hours where such duties are incidental to the staff member's main duties

- b) Food & Beverage Attendant Grade 2 (Wait Staff) shall mean a staff member who has not achieved the appropriate level of training but who has the skills and abilities to work in any of the following:-
- supplying, dispensing or mixing of liquor
  - undertaking of general waiting duties of both food an/or beverage including cleaning of tables and restaurant equipment
  - receipt of monies
  - selling of specialist stock lines
  - attending a snack bar
  - engaged on delivery duties
  - general receipt and distribution of goods
  - taking reservations, greeting and seating guests under general supervision
  - assist in maintenance of dress standards and good order in the establishment
  - setting up on site for small parties
- c) Food & Beverage Attendant Grade 3 (Shift Supervisor) shall mean a staff member who has the appropriate level of training and is engaged in any of the following:-
- supplying, dispensing or mixing of liquor
  - undertaking general waiting duties of both food and liquor, including cleaning of tables
  - receipt of monies
  - selling of specialist stock lines
  - general security including security of keys and supervision of dress standard maintenance and good order in the establishment
  - assisting in the training and supervision of Food & Beverage Attendants of a lower grade
  - setting up on site for small parties
- d) Food & Beverage Attendant Grade 4 (Restaurant Supervisor) shall mean a staff member who has the appropriate level of training and is engaged in any of the following:-
- primary responsibility for a cellar or liquor storeroom (including the receipt, delivery, recording and ordering of goods within such an area)
  - mixing a range of sophisticated drinks
  - supervision and training of Food & Beverage Attendants of a lower grade
- e) Food & Beverage Attendant Grade 5 (Banquets Supervisor Junior) shall mean a staff member who has completed an apprenticeship in waiting, or who has been accredited as such, or who is assessed as having skills of a similar level and who is engaged in the following:-
- general and specialised skilled duties in a fine dining room or restaurant
- f) Food & Beverage Attendant Grade 6 (Banquets Supervisor Senior) shall mean a staff member who has the appropriate level of training including a supervisory course and who is engaged in any of the following:-
- responsibility for the supervision, training and co-ordination of food and beverage staff
  - stock control for a bar or bars including administrative and accounting activities
  - responsibility for the maintenance of service and operational standards

- g) HEW Level 5 (Banquets Manager) shall mean a staff member who has the appropriate level of training including a supervisory course and who is engaged in any of the following:-
- responsibility for the supervision, training and co-ordination of food and beverage staff
  - stock control for a bar or bars including administrative and accounting activities
  - responsibility for the maintenance of service and operational standards
  - responsibility for the effective operation of Banquets Department
- h) HEW Level 5 (Food and Beverage Manager) shall mean a staff member who has the appropriate level of training including a supervisory course and who is engaged in any of the following:-
- responsibility for the supervision, training and co-ordination of food and beverage staff
  - stock control for a bar or bars including administrative and accounting activities
  - responsibility for the maintenance of service and operational standards
  - responsibility for effective management of the Food & Beverage operation of Customs House

### **5.3.2 KITCHEN STREAM**

- a) Kitchen Attendant Grade 1 (Kitchenhand 1) shall mean a staff member engaged in any of the following:-
- general cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen and restaurant
  - assisting staff who are cooking
  - assembly and preparation of ingredients for cooking
  - preparation of salad ingredients and/or distribution to a salad bar
  - general pantry duties
- b) Kitchen Attendant Grade 2 (Kitchenhand 2) shall mean a staff member engaged in any of the following:-
- specialised non-cooking duties in a kitchen or food preparation area
  - assisting in the supervision and training of Kitchen Attendants
  - general receipt and distribution of goods
- c) Kitchen Attendant Grade 3 (Kitchenhand 3) shall mean a staff member engaged in any of the following:-
- responsibility for the supervision, training and co-ordination of Kitchen Attendants of a lower grade
- d) Cook Grade 1 (Cook 1) shall mean a staff member who is engaged in the following:-
- cooking of breakfasts and snacks, baking, pastry cooking or butchering
- e) Cook Grade 2 (Cook 2) shall mean a staff member who has the appropriate level of training and who is engaged in the following:-

- cooking duties including baking, pastry cooking or butchering
  - setting up of an on site kitchen
- f) Cook (Tradesperson) Grade 3 (Commis Chef) shall mean a staff member who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in any of the following:-
- cooking, baking, pastry cooking or butchering duties
  - setting up of an on site kitchen
- g) Cook (Tradesperson) Grade 4 (Demi Chef) shall mean a staff member who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in any of the following:-
- general or specialised cooking, butchering, baking or pastry cooking duties
  - supervision and training of other cooks or kitchen staff
- h) Cook (Tradesperson) Grade 5 (Chef de Partie) shall mean a staff member who has completed an apprenticeship or who has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:-
- general or specialised cooking, butchering, baking or pastry cooking duties
  - supervision and training of other cooks or kitchen staff
  - ordering and stock control
  - sole responsibility for other cooks and kitchen staff including coordination in a single kitchen establishment
- i) HEW Level 5 (Sous Chef Junior) shall mean a staff member who has completed an apprenticeship or who has passed the appropriate trade test in cook in butchering, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:
- general or specialised cooking, butchering, baking or pastrycooking duties
  - supervision and training of other cooks or kitchen staff
  - ordering and stock control
  - sole responsibility for other cooks and kitchen staff including co-ordination in a single kitchen establishment
  - sole responsibility for the efficient operation and management of the food operation at Customs House in the absence of the Head Chef arid Senior Sous Chef
- j) HEW Level 6 (Sous Chef Senior) shall mean a staff member who has completed an apprenticeship or who has passed the appropriate trade test in cooking, butchering, baking or pastrycooking and has completed additional appropriate training and who performs any of the following:-
- general or specialised cooking, butchering, baking or pastrycooking duties
  - supervision and training of other cooks or kitchen staff
  - ordering and stock control
  - sole responsibility for other cooks and kitchen staff including coordination in a single kitchen establishment
  - sole responsibility for the efficient operation arid management of the food operation at Customs House in the absence of the Head Chef

k) HEW Level 8 (Head Chef) shall mean a staff member who has completed an apprenticeship or who has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:-

- general or specialised cooking, butchering, baking or pastry cooking duties
- supervision and training of other cooks or kitchen staff
- ordering and stock control
- sole responsibility for other cooks and kitchen staff including coordination in a single kitchen establishment
- responsibility for the efficient operation and management of the food operation at Customs House

Introductory Level shall be applicable if a staff member has not achieved the appropriate level of training and has less than three months experience either in the restaurant and catering industry or in another industry where the staff member performed work similar to that which the staff member is required to perform under this Agreement.

#### **6. Rosters: Non-Casual Staff**

6.1 The parties to the Agreement acknowledge that working patterns must be flexible in order to respond to patrons' requirements. Wherever possible, staff will be provided with as much notice as possible in respect of times during which they will be required to work. It is further acknowledged that whilst every effort will be made to adhere to rosters, rosters may be altered in order to respond to unexpected operational requirements of the Custom's House.

6.2 At the beginning of each week, staff will be advised of the times for which they will be expected to work during the forthcoming week.

6.3 Unless otherwise agreed, staff will receive at least 24 hours notice of any variations to this roster.

6.4 Under the salary loading system, rosters will be constructed to ensure fairness and equity and so that no staff member shall be disadvantaged.

#### **6.5 Broken shifts – non-casual catering employees**

Where broken shifts are worked the spread of hours will not exceed the ordinary hours by more than three hours, not including meal breaks, provided that in no case will the spread of hours exceed twelve hours per day.

#### **7. Rosters: Casual Staff**

Every effort shall be made by the Customs House to provide casual staff with as much notice as possible in respect of their required engagements. The Customs House may adjust the hours required to be worked by a casual staff member, provided that minimum of 2 hours is either worked or paid per engagement.

## APPENDIX 1 – SALARY SCHEDULE

### KITCHEN STREAM

Position	Classification	1.1.2005			1.7.2005			1.1.2006		
		Base Rate	Plus 13%*	Plus 25%**	Base Rate	Plus 13%*	Plus 25%**	Base Rate	Plus 13%*	Plus 25%**
<b>Head Chef</b>	HEW Level 8 inc 04									
	HEW Level 8 inc 03									
	HEW Level 8 inc 02									
	HEW Level 8 inc 01									
<b>Sous Chef Snr</b>	HEW Level 6 inc 04									
	HEW Level 6 inc 03									
	HEW Level 6 inc 02									
	HEW Level 6 inc 01									
<b>Sous Chef Jnr</b>	HEW Level 5 inc 04									
	HEW Level 5 inc 03									
	HEW Level 5 inc 02									
	HEW Level 5 inc 01									
<b>Chef de partie</b>	Cook Grade 5	\$33,496.24	\$37,812.51	\$41,870.30	\$34,166.16	\$38,607.76	\$48,259.70	\$35,191.14	\$39,765.99	\$49,707.49
<b>Demi Chef</b>	Cook Grade 4	\$32,115.20	\$63,290.18	\$40,144.00	\$32,757.50	\$37,015.98	\$46,269.98	\$33,740.23	\$38,126.46	\$47,658.08
<b>Commis Chef</b>	Cook Grade 3	\$30,734.18	\$34,729.62	\$38,417.73	\$31,348.86	\$35,424.21	\$44,280.26	\$32,289.33	\$36,486.94	\$45,608.68
<b>Cook</b>	Cook Grade 2	\$27,269.05	\$30,814.03	\$34,086.31	\$27,814.43	\$31,430.31	\$39,287.89	\$28,648.86	\$32,373.21	\$40,466.51
<b>Cook</b>	Cook Grade 1	\$25,787.60	\$29,139.99	\$32,234.50	\$26,303.35	\$29,722.79	\$37,153.49	\$27,092.45	\$30,614.47	\$38,268.09
<b>4<sup>th</sup> yr Apprentice</b>	Apprentice yr 4									
<b>3<sup>rd</sup> yr Apprentice</b>	Apprentice yr 3									
<b>2<sup>nd</sup> yr Apprentice</b>	Apprentice yr 2									
<b>1<sup>st</sup> yr Apprentice</b>	Apprentice yr 1									
<b>Kitchenhand 3</b>	Kitchen Attendant 3	\$27,269.05	\$30,814.03	\$34,086.31	\$27,814.43	\$31,430.31	\$39,287.89	\$28,648.86	\$32,373.21	\$40,466.51
<b>Kitchenhand 2</b>	Kitchen Attendant 2	\$25,787.60	\$29,139.99	\$32,234.50	\$26,303.35	\$29,722.79	\$37,153.49	\$27,092.45	\$30,614.47	\$38,268.09
<b>Kitchenhand 1</b>	Kitchen Attendant 1	\$25,232.18	\$28,512.36	\$31,540.23	\$25,739.88	\$29,086.06	\$36,357.58	\$26,512.08	\$29,958.65	\$37,448.31

\* 13% loading incorporates weekend penalty rates and late work rates.

\*\* 25% loading incorporates weekend penalty rates, public holiday rates, late work rates and overtime worked in excess of ordinary hours

**APPENDIX 1 – SALARY SCHEDULE (Cont)**

**KITCHEN STREAM (cont)**

Position	Classification	2.4.2006			1.1.2007			1.1.2008		
		Base Rate	Plus 13%*	Plus 25%**	Base Rate	Plus 13%*	Plus 25%**	Base Rate	Plus 13%*	Plus 25%**
<b>Head Chef</b>	HEW Level 8 inc 04									
	HEW Level 8 inc 03									
	HEW Level 8 inc 02									
	HEW Level 8 inc 01									
<b>Sous Chef Snr</b>	HEW Level 6 inc 04									
	HEW Level 6 inc 03									
	HEW Level 6 inc 02									
	HEW Level 6 inc 01									
<b>Sous Chef Jnr</b>	HEW Level 5 inc 04									
	HEW Level 5 inc 03									
	HEW Level 5 inc 02									
	HEW Level 5 inc 01									
<b>Chef de partie</b>	Cook Grade 5	\$35,719.01	\$40,362.48	\$44,648.76	\$37,147.77	\$41,976.98	\$46,434.71	\$38,262.20	\$43,236.29	\$47,827.75
<b>Demi Chef</b>	Cook Grade 4	\$34,246.33	\$38,698.35	\$42,807.91	\$35,616.18	\$40,246.28	\$44,520.23	\$36,684.67	\$41,453.68	\$45,855.84
<b>Commis Chef</b>	Cook Grade 3	\$32,773.67	\$37,034.25	\$40,967.09	\$34,084.62	\$38,515.62	\$42,605.78	\$35,107.16	\$39,671.09	\$43,883.95
<b>Cook</b>	Cook Grade 2	\$29,078.59	\$32,858.81	\$36,348.24	\$30,241.73	\$34,173.15	\$37,802.16	\$31,148.98	\$35,198.35	\$38,936.23
<b>Cook</b>	Cook Grade 1	\$27,498.84	\$31,073.69	\$34,373.55	\$28,598.79	\$32,316.63	\$35,748.49	\$29,456.75	\$33,286.13	\$36,820.94
<b>4<sup>th</sup> yr Apprentice</b>	Apprentice yr 4									
<b>3<sup>rd</sup> yr Apprentice</b>	Apprentice yr 3									
<b>2<sup>nd</sup> yr Apprentice</b>	Apprentice yr 2									
<b>1<sup>st</sup> yr Apprentice</b>	Apprentice yr 1									
<b>Kitchenhand 3</b>	Kitchen Attendant 3	\$29,078.59	\$32,858.81	\$36,348.24	\$30,241.73	\$34,173.15	\$37,802.16	\$31,148.98	\$35,198.35	\$38,936.23
<b>Kitchenhand 2</b>	Kitchen Attendant 2	\$27,498.84	\$31,073.69	\$34,373.55	\$28,598.79	\$32,316.63	\$35,748.49	\$29,456.75	\$33,286.13	\$36,820.94
<b>Kitchenhand 1</b>	Kitchen Attendant 1	\$26,909.76	\$30,408.03	\$33,637.20	\$27,986.15	\$31,624.35	\$34,982.69	\$28,825.73	\$32,573.07	\$36,032.16

\* 13% loading incorporates weekend penalty rates and late work rates.

\*\* 25% loading incorporates weekend penalty rates, public holiday rates, late work rates and overtime worked in excess of ordinary hours

**APPENDIX 1 – SALARY SCHEDULE (Cont)**

**FOOD AND BEVERAGE STREAM**

Position	Classification	1.1.2005			1.7.2005			1.1.2006		
		Base Rate	Plus 13%*	Plus 25%**	Base Rate	Plus 13%*	Plus 25%**	Base Rate	Plus 13%*	Plus 25%**
<b>Banquets Manager and Food and Beverage Manager</b>	HEW Level 5 inc 04									
	HEW Level 5 inc 03									
	HEW Level 5 inc 02									
	HEW Level 5 inc 01									
<b>Banquets Supervisor Snr</b>	F & B Grade 6	32,115.20	\$36,290.18	\$40,144.00	32,757.50	\$37,015.98	\$40,946.88	33,740.23	\$38,126.46	\$42,175.29
<b>Banquets Supervisor Jnr</b>	F & B Grade 5	30,734.18	\$34,729.62	\$38,417.73	31,348.86	\$35,424.21	\$39,186.08	32,289.33	\$36,486.94	\$40,361.66
<b>Restaurant Supervisor</b>	F & B Grade 4	28,650.09	\$32,374.60	\$35,812.61	29,223.09	\$33,022.09	\$36,528.86	30,099.78	\$34,012.75	\$37,624.73
<b>Shift Supervisor</b>	F & B Grade 3	27,269.05	\$30,814.03	\$34,086.31	27,814.43	\$31,430.31	\$34,768.04	28,648.86	\$32,373.21	\$35,811.08
<b>Wait Staff</b>	F & B Grade 2	25,787.60	\$29,139.99	\$32,234.50	26,303.05	\$29,722.45	\$32,878.81	27,092.45	\$30,614.47	\$33,865.56
<b>General Assistant</b>	F & B Grade 1	25,235.18	\$28,515.75	\$31,543.98	25,739.88	\$29,086.06	\$32,174.85	26,512.08	\$29,958.65	\$33,140.10
<b>Introductory</b>	Introductory									

**FOOD AND BEVERAGE STREAM (cont)**

Position	Classification	2.4.2006			1.1.2007			1.1.2008		
		Base Rate	Plus 13%*	Plus 25%**	Base Rate	Plus 13%*	Plus 25%**	Base Rate	Plus 13%*	Plus 25%**
<b>Banquets Manager and Food and Beverage Manager</b>	HEW Level 5 inc 04									
	HEW Level 5 inc 03									
	HEW Level 5 inc 02									
	HEW Level 5 inc 01									
<b>Banquets Supervisor Snr</b>	F & B Grade 6	\$34,246.33	\$38,698.35	\$42,807.91	\$35,616.18	\$40,246.28	\$44,520.23	\$36,684.67	\$41,453.68	\$45,855.84
<b>Banquets Supervisor Jnr</b>	F & B Grade 5	\$32,773.67	\$37,034.25	\$40,967.09	\$34,084.62	\$38,515.62	\$42,605.78	\$35,107.16	\$39,671.09	\$43,883.95
<b>Restaurant Supervisor</b>	F & B Grade 4	\$30,551.28	\$34,522.95	\$38,189.10	\$31,773.33	\$35,903.86	\$39,716.66	\$32,726.53	\$36,980.99	\$40,908.16
<b>Shift Supervisor</b>	F & B Grade 3	\$29,078.59	\$32,858.81	\$36,348.24	\$30,241.73	\$34,173.15	\$37,802.16	\$31,148.98	\$35,198.35	\$38,936.23
<b>Wait Staff</b>	F & B Grade 2	\$27,498.84	\$31,073.69	\$34,373.55	\$28,598.79	\$32,316.63	\$35,748.49	\$29,456.75	\$33,286.13	\$36,820.94
<b>General Assistant</b>	F & B Grade 1	\$26,909.76	\$30,408.03	\$33,637.20	\$27,986.15	\$31,624.35	\$34,982.69	\$28,825.73	\$32,573.07	\$36,032.16
<b>Introductory</b>	Introductory									

\* 13% loading incorporates weekend penalty rates and late work rates.

\*\* 25% loading incorporates weekend penalty rates, public holiday rates, late work rates and overtime worked in excess of ordinary hours

**APPENDIX 2 - CASUAL STAFF HOURLY RATE (NON HEW LEVEL CLASSIFICATIONS)**

Position	Classification	1.1.2005		1.7.2005		1.1.2006	
		Base Rate	Plus 25%	Base Rate	Plus 25%	Base Rate	Plus 25%
<b>Kitchenhand 3</b>	Kitchen Attendant 3	\$16.92	\$21.15	\$17.25	\$21.56	\$17.77	\$22.21
<b>Kitchenhand 2</b>	Kitchen Attendant 2	\$16.00	\$20.00	\$16.32	\$20.40	\$16.81	\$21.01
<b>Kitchenhand 1</b>	Kitchen Attendant 1	\$15.65	\$19.56	\$15.97	\$19.96	\$16.45	\$20.56
<b>Chef de Partie</b>	Cook Grade 5	\$20.78	\$25.98	\$21.19	\$26.49	\$21.83	\$27.29
<b>Demi Chef</b>	Cook Grade 4	\$19.92	\$24.90	\$20.32	\$25.40	\$20.93	\$26.16
<b>Commis Chef</b>	Cook Grade 3	\$19.07	\$23.84	\$19.45	\$24.31	\$20.03	\$25.04
<b>Cook</b>	Cook Grade 2	\$16.92	\$21.15	\$17.25	\$21.56	\$17.77	\$22.21
<b>Cook</b>	Cook Grade 1	\$16.00	\$20.00	\$16.32	\$20.40	\$16.81	\$21.01
<b>Banquets Supervisor Snr</b>	F & B Grade 6	\$19.92	\$24.90	\$20.32	\$25.40	\$20.93	\$26.16
<b>Banquets Supervisor Jnr</b>	F & B Grade 5	\$19.07	\$23.84	\$19.45	\$24.31	\$20.03	\$25.04
<b>Restaurant Supervisor</b>	F & B Grade 4	\$17.77	\$22.21	\$18.13	\$22.66	\$18.67	\$23.34
<b>Shift Supervisor</b>	F & B Grade 3	\$16.92	\$21.15	\$17.25	\$21.56	\$17.77	\$22.21
<b>Wait Staff</b>	F & B Grade 2	\$16.00	\$20.00	\$16.32	\$20.40	\$16.81	\$21.01
<b>General Assistant</b>	F & B Grade 1	\$15.65	\$19.56	\$15.97	\$19.96	\$16.45	\$20.56

**APPENDIX 2 - CASUAL STAFF HOURLY RATE (NON HEW LEVEL CLASSIFICATIONS) (Cont)**

Position	Classification	2.4.2006		1.1.2007		1.1.2008	
		Base Rate	Plus 25%	Base Rate	Plus 25%	Base Rate	Plus 25%
<b>Kitchenhand 3</b>	Kitchen Attendant 3	\$18.04	\$22.55	\$18.76	\$23.45	\$19.32	\$24.15
<b>Kitchenhand 2</b>	Kitchen Attendant 2	\$17.06	\$21.33	\$17.74	\$22.18	\$18.27	\$22.84
<b>Kitchenhand 1</b>	Kitchen Attendant 1	\$16.69	\$20.86	\$17.36	\$21.70	\$17.88	\$22.35
<b>Chef de Partie</b>	Cook Grade 5	\$22.16	\$27.70	\$23.04	\$28.80	\$23.74	\$29.68
<b>Demi Chef</b>	Cook Grade 4	\$21.24	\$26.55	\$22.09	\$27.61	\$22.76	\$28.45
<b>Commis Chef</b>	Cook Grade 3	\$20.33	\$25.41	\$21.14	\$26.43	\$21.78	\$27.23
<b>Cook</b>	Cook Grade 2	\$18.04	\$22.55	\$18.76	\$23.45	\$19.32	\$24.15
<b>Cook</b>	Cook Grade 1	\$17.06	\$21.33	\$17.74	\$22.18	\$18.27	\$22.84
<b>Banquets Supervisor Snr</b>	F & B Grade 6	\$21.24	\$26.55	\$22.09	\$27.61	\$22.76	\$28.45
<b>Banquets Supervisor Jnr</b>	F & B Grade 5	\$20.33	\$25.41	\$21.14	\$26.43	\$21.78	\$27.23
<b>Restaurant Supervisor</b>	F & B Grade 4	\$18.95	\$23.69	\$19.71	\$24.64	\$20.30	\$25.38
<b>Shift Supervisor</b>	F & B Grade 3	\$18.04	\$22.55	\$18.76	\$23.45	\$19.32	\$24.15
<b>Wait Staff</b>	F & B Grade 2	\$17.06	\$21.33	\$17.74	\$22.18	\$18.27	\$22.84
<b>General Assistant</b>	F & B Grade 1	\$16.69	\$20.86	\$17.36	\$21.70	\$17.88	\$22.35

## **SCHEDULE VI - CLASSIFICATION STRUCTURE AND JOB DESCRIPTORS (EXCLUDING CATERING AND HOSPITALITY STAFF)**

### **1. DEFINITIONS**

#### **1.1 Supervision**

##### **1.1.1 Close supervision**

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

##### **1.1.2 Routine supervision**

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

##### **1.1.3 General direction**

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

##### **1.1.4 Broad direction**

Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

#### **1.2 Qualifications - within the Australian qualifications framework**

##### **1.2.1 Year 12**

Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.

##### **1.2.2 Trade certificate**

Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.

##### **1.2.3 Post-trade certificate**

A course of study over and above a trade certificate and less than a Certificate IV.

##### **1.2.4 Certificates I and II**

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

##### **1.2.5 Certificate III**

A course that provides a range of well-developed skills and is comparable to a trade certificate.

##### **1.2.6 Certificate IV**

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

**1.2.7 Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study.

**1.2.8 Advanced diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study.

**1.2.9 Degree**

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

**1.2.10 Postgraduate degree**

A recognised postgraduate degree, over and above a degree as defined above.

**1.2.11 Note**

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

**1.3 Classification dimensions**

**1.3.1 Training level**

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

**1.3.2 Occupational equivalent**

Examples of occupations typically falling within each classification level.

**1.3.3 Level of supervision**

This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.

**1.3.4 Task level**

The type, complexity and responsibility of tasks typically performed by staff within each classification level.

**1.3.5 Organisational knowledge**

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.

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

**1.3.6(a)** Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.

**1.3.6(b)** This dimension looks at how much of each of these three qualities applies at each classification level.

### **1.3.7 Typical activities**

Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

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

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

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

**2.1.2** Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 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 opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

### **2.2 Occupational equivalent**

Cleaner, labourer, trainee for level 2 duties.

### **2.3 Level of supervision**

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

### **2.4 Task level**

Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.

### **2.5 Organisational knowledge**

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

### **2.6 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.

### **2.7 Typical activities**

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

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

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

Level 2 duties typically require 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
- completion of Certificates I or II with work related experience; or
- an equivalent combination of experience and training.

#### **3.2 Occupational equivalent**

Administrative assistant, security patrol officer.

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

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

#### **3.4 Task level**

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

#### **3.5 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.

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

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

**3.6.2** 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.

#### **3.7 Typical activities**

**3.7.1** Administrative 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.

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

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

#### **4.1 Training level or qualifications**

**4.1.1** Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

completion of a trades certificate or Certificate III; or

completion of Year 12 or a Certificate II, with relevant work experience; or

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

**4.1.2** 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 a Certificate IV or Diploma.

#### **4.2 Occupational equivalent**

Tradesperson, technical assistant/technical trainee, administrative assistant.

#### **4.3 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.

#### **4.4 Task level**

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

#### **4.5 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.

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

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

#### **4.7 Typical activities**

**4.7.1** In trades positions, apply the skills taught in a trades certificate or Certificate III, 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.

**4.7.2** 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.

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

**4.7.4** In administrative positions, perform a range of administrative support tasks including:

- (a) standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- (b) provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel;
- (c) process accounts for payment.

## **5. HIGHER EDUCATION WORKER LEVEL 4**

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

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a diploma level qualification with relevant work related experience; or
- completion of a Certificate IV with relevant work experience; or
- completion of a post-trades certificate and extensive relevant experience and on the job training; or
- completion of a Certificate III with extensive relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

### **5.2 Occupational equivalent**

Technical officer or technician, administrative above level 3, advanced tradespersons.

### **5.3 Level of supervision**

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

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

### **5.4 Task level**

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

### **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**

**5.6.1** In trades positions, extensive diagnostic skills.

**5.6.2** In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

**5.6.3** In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

## **5.7 Typical activities**

**5.7.1** In trades positions:

work on complex engineering or interconnected electrical circuits;

exercise high precision trades skills using various materials and/or specialised techniques.

**5.7.2** 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 a technical nature as directed.

**5.7.3** In library technician positions:

undertake copy cataloguing;

use a range of bibliographic databases;

undertake acquisitions;

respond to reference inquiries.

**5.7.4** In administrative positions:

may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;

plan and set up spreadsheets or data base applications;

be responsible for providing a full range of secretarial services, e.g. in a faculty;

provide advice to students on enrolment procedures and requirements;

administer enrolment and course progression records.

## **6. HIGHER EDUCATION WORKER LEVEL 5**

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

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or
- completion of an advanced diploma qualification and at least one years subsequent relevant work experience; or
- completion of a diploma qualification and at least two years subsequent relevant work experience; or

- completion of a Certificate IV and extensive relevant work experience; or
- completion of a post-trades certificate and extensive (typically more than two years) relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

## **6.2 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.

## **6.3 Level of supervision**

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

## **6.4 Task level**

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

## **6.5 Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

## **6.6 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 coordinating a team to provide an administrative service.

## **6.7 Typical activities**

### **6.7.1** 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 demonstrations;

under broad direction, set up, monitor and demonstrate standard experiments and equipment use;

prepare reports of a technical nature.

### **6.7.2** 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 out-posted service.

**6.7.3** In administrative positions:

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

**6.7.4** 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.

**7. HIGHER EDUCATION WORKER LEVEL 6**

**7.1 Training level or qualifications**

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

**7.2 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.

**7.3 Level of supervision**

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

**7.4 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.

**7.5 Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, 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.

**7.6 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.

## **7.7 Typical activities**

### **7.7.1** 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.

### **7.7.2** 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.

### **7.7.3** 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.

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

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

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

## **8.2 Occupational equivalent**

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

## **8.3 Level of supervision**

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

## **8.4 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.

## **8.5 Organisational knowledge**

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

## **8.6 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.

## **8.7 Typical activities**

**8.7.1** In a library, combine specialist expertise and responsibilities for managing a library function.

**8.7.2** In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.

**8.7.3** In technical manager positions, the management of teaching and research facilities for a department or school.

**8.7.4** In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.

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

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

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

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

## **9.2 Occupational equivalent**

Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher.

## **9.3 Level of supervision**

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.

## **9.4 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.

## **9.5 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.

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

Responsible for program development and implementation. Provide strategic support and advice (e.g., 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.

## **9.7 Typical activities**

- 9.7.1** Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- 9.7.2** Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.
- 9.7.3** Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.
- 9.7.4** 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.

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

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

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

### **10.2 Occupational equivalent**

Manager (including administrative, research, professional or scientific); senior school or faculty administrator; senior researcher.

### **10.3 Level of supervision**

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.

### **10.4 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.

### **10.5 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.

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

Responsible for significant program development and implementation. Provide strategic support and advice (e.g., to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

### **10.7 Typical activities**

- 10.7.1** Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- 10.7.2** 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.
- 10.7.3** Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.
- 10.7.4** 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.

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

### **11.1 Training level or qualifications**

Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:

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

### **11.2 Occupational equivalent**

Senior program, research or administrative manager.

### **11.3 Level of supervision**

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).

#### **11.4 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.

#### **11.5 Organisational knowledge**

Bring a multi-perspective 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.

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

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

#### **11.7 Typical activities**

**11.7.1** Manage a large functional unit with a diverse or complex set of functions and significant resources.

**11.7.2** Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.

**11.7.3** 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.