THE UNIVERSITY OF SOUTHERN QUEENSLAND
Enterprise Agreement 2010-2013

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

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This Enterprise Agreement will be known as The University of Southern Queensland Enterprise Agreement 2010 - 2013.

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3. AIM OF THE AGREEMENT

The aim of this Agreement is to:

- Create a workplace where the University can meet or exceed the expectations of its students and other clients, while providing a secure and supportive environment for employees;
- Encourage management, employees and the unions to work together to ensure that the University effectively plans and implements its own future;
- Enhance the University's position as Australia's leading open and flexible educator;
- Establish where possible, a set of common conditions for employees of the University, whose conditions of employment are covered by this Agreement;
- The University is committed to providing an environment that is free from all forms of discrimination and harassment and which is safe and secure.

4. DEFINITIONS

4.1 Definition of Singular and Plural

For the purposes of this Agreement unless the context otherwise requires, words in the singular include words in the plural and vice versa.

4.2 Definition of Terms

4.2.1 **Academic Employee** means a person employed by The University of Southern Queensland to undertake academic work, and who is classified by the position classification standards in accordance with Clause 38.2.1.

4.2.2 **Adoption agency** means an agency, body, office or court, authorised by a Commonwealth or State law to perform functions about adoption.

4.2.3 **Agreement** means The University of Southern Queensland Enterprise Agreement 2010 – 2013.

4.2.4 **Child** means, for the purpose of maternity and partner leave, a person to whom the employee or the employee's partner has given birth and who is under the age of one (1) year.

For the purpose of adoption leave 'child' means a child who is under the age of five (5) years, but does not include a child who has previously lived continuously with the employee for a period of at least six (6) months; or is the child or stepchild of the employee or employee's partner.

'Child' also means two (2) or more children in circumstances where a multiple birth results from a single pregnancy or in circumstances where the employee adopts two (2) or more children at the same time.

4.2.5 **Council** means the Council constituted under *The University of Southern Queensland Act 1998* as amended from time to time.

4.2.6 **Close Relative** includes spouse/partner; son; daughter; step-son; step-daughter; parent; step-mother; step-father; brother; sister; step-brother; step-sister; grand-son; grand-daughter; grand-parent; mother-in-law; father-in-law; sister-in-law; brother-in-law; son-in-law; daughter-in-law; any other person approved by the Vice-Chancellor or delegated officer.

4.2.7 **Consultation** means conferring between the University, the Unions through the Staff Consultative Committee, and those employees whose conditions of employment are covered by this Agreement, and their nominated representative, in such a way that there is the opportunity for relevant employees to contribute to and influence the decision-making process. Consultation does not mean having to reach agreement.

4.2.8 **Continuous Service** means continuous employment with the University and includes periods of leave without pay and any break in employment of less than six (6) weeks.

4.2.9 **De facto spouse** means a person of the opposite or same sex to the first mentioned person who lives with the first mentioned person as their partner although not legally married to that person.

4.2.10 **Delegated Officer** means the relevant Officer as specified by the Delegation Matrices contained in Human Resources Policies and Procedures.

4.2.11 **Disciplinary Action** means action by the University to discipline an employee for unsatisfactory performance, misconduct or serious misconduct and includes: formal censure or counselling; demotion by one (1) or more classification levels or increments; withholding of an increment; suspension with or without pay; or termination of employment for unsatisfactory performance or serious misconduct only.

4.2.12 **English Language Teaching Employee** means a person employed to teach only in the English Language programs at the University of Southern Queensland and who is classified by the position classification standards in accordance with Clause 38.2.1.

4.2.13 **Employee** means a person employed by The University of Southern Queensland and whose conditions of employment are covered by this Agreement.

4.2.14 **Employee Representative on the Staff Consultative Committee** means (a) employees directly elected by and from relevant employees, whose conditions of employment are covered by this Agreement, to represent them on the Staff Consultative Committee; and (b) Representatives of the Unions covered by this Agreement.

4.2.15 **Executive Director** means the Executive Director, Human Resources and is the person appointed by the Vice-Chancellor to the position and includes anyone fulfilling that role on a temporary basis, regardless of future title changes.

4.2.16 **Expected date of placement** means the date on which the child is placed with legal adoptive parents.

4.2.17 **Full-time Employee** is an employee engaged as such.

4.2.18 **FWA** means Fair Work Australia.

4.2.19 **Human Resources Policies and Procedures** means the policies of the University of Southern Queensland as amended from time to time by the University, specified to govern the actions, rights and privileges of employees, and identified as such.

4.2.20 **Immediate family** means a spouse (including a former spouse, a de facto partner (including a former de facto partner) of the employee; a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or a person approved by the Vice-Chancellor or delegated officer.

4.2.21 **Indigenous Australian** means a person of Australian Aboriginal and/or Torres Strait Islander descent who clearly identifies as an Australian Aboriginal and/or Torres Strait Islander person and who is accepted as such by his or her Australian Aboriginal or Torres Strait Islander community.

4.2.22 **Maternity Leave** means leave that a pregnant employee takes for the birth of her child, or to enable her to be the child's primary caregiver.

4.2.23 **Misconduct** means conduct which is not serious misconduct but is nonetheless conduct which is unsatisfactory.

4.2.24 **Nominated Representative** means in relation to an employee, a person selected by the employee to assist or represent the employee. The person may be an officer or employee of the relevant Union, or any other person chosen by the employee. In relation to the University, it means a person selected by the University to assist or represent the University. The person may be an employee of the University, or an officer or employee of AHEIA, or any other person selected by the University. The nominated representative must not be a practising barrister or solicitor and must not present a conflict of interest.

4.2.25 **Parental Leave** means maternity leave; primary caregiver's leave; adoption leave and partner leave.

4.2.26 **Parent of a child** means the child's birth mother; or birth mother's partner; or a legally recognised adoptive parent.

4.2.27 **Parties to the Agreement** means the University of Southern Queensland and academic, professional, Foundation/UniPrep and English Language teaching employees as defined.

4.2.28 **Partner** means husband or wife; or de facto partner; or same sex partner.

4.2.29 **Primary care-giver** means a child's parent who has the dedicated responsibility for the day to day care of the child.

4.2.30 **Professional Employee** means an employee classified by the position classification standards in accordance with Clause 38.2.1.

4.2.31 **Public Holidays** means any day appointed and recognised under the *Holidays Act 1983 (Queensland),* for the relevant campus location and gazetted as such by the Queensland Industrial Relations Commission (QIRC).

4.2.32 **Serious Misconduct** means misconduct of a serious nature and is usually conduct of a type that would make it unreasonable for the University to continue the employment of the employee concerned. Serious misconduct includes, but is not limited to serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of an employee's duties or to the employee's colleagues carrying out their duties; serious dereliction of the duties required of the employee; or conviction by a court of an offence which constitutes a serious impediment of the kind referred to in this definition.

4.2.33 **Spouse** means a husband or wife; or de facto spouse.

4.2.34 **Termination of Employment** means termination of employment at the initiative of the University.

4.2.35 **Union** means a Union representing employees at the University, and who are covered by this Agreement.

4.2.36 **Union Representative** means a person delegated by a relevant union covered by this Agreement to be a representative, and advised by that union to the University, in writing, as such.

4.2.37 **Foundation/Uniprep Teaching Employee** means a person employed as teaching only, in the Uniprep program at the University of Southern Queensland, and classified by the position classification standards in accordance with Clause 38.2.1.

4.2.38 **University** means The University of Southern Queensland.

4.2.39 **Vice-Chancellor** means the person appointed as such to be the Vice-Chancellor of the University, and includes anyone fulfilling that role on a temporary basis.

5. COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement will operate from the date of approval by FWA and remain in force until 30 June 2013.

6. APPLICATION OF THE AGREEMENT

6.1 This Agreement will be binding according to its terms upon:

- The University of Southern Queensland; and
- All academic, professional, Foundation/Uniprep and English Language teaching employees.

6.2 This agreement was negotiated with, and covers the following unions in accordance with the *Fair Work Act 2009*:

- National Tertiary Education Industry Union (NTEU);
- Australian Municipal, Administrative, Clerical and Services Union (ASU);

- Community & Public Sector Unions (CPSU);
- Liquor, Hospitality & Miscellaneous Union (LHMU).

7. AWARDS AND INCONSISTENCIES

7.1 This Agreement will wholly displace all previous certified agreements including the University of Southern Queensland Certified Agreement 2005-2008 and operates to the exclusion of other Awards which may otherwise apply to employees whose employment falls within the scope of this Agreement including:

- Higher Education Industry – General Staff Award 2010;
- Higher Education Industry – Academic Staff Award 2010;
- Educational Services (Post-Secondary Education) Award 2010;
- Tertiary Education Superannuation Scheme (TESS) Superannuation Award 1994.

7.2 CONTRACTS FOR SENIOR EMPLOYEES

7.2.1 The University reserves the right to enter into a written agreement or contract pertaining to the employment relationship to cover only the following categories of employees:

- Senior Contracted Executive employees.
- Academic employees whose annual cash salary each year is equal to or exceeds $130,770 from the date of approval. The annual cash salary will increase each year in accordance with the percentage salary increases outlined in Clause 38.1.
- Professional employees whose annual cash salary each year is equal to or exceeds $96,587 from the date of approval. The annual cash salary will increase each year in accordance with the percentage salary increases outlined in Clause 38.1.

7.2.2 All Senior Employees who enter into a written agreement or contract will continue to be bound by this Agreement, but only in relation to the following clauses:

(a) 7.1 Awards & Inconsistencies;
(b) 7.2 Contracts for Senior Employees;

7.2.3 Where an academic or professional employee classified in accordance with Clause 38.2.1 is appointed to a position for a specified period and the annual cash salary is equal to or exceeds the amounts above, the employee may be offered a written agreement or contract for the period of the appointment, or they may receive an allowance in addition to their substantive salary for the period of the appointment. At the conclusion of the appointment, the employee may revert to their substantive position.

FOOTNOTE

Indicative Annual Cash Salary

Academic Employees						
	As at date of approval	**December 2010**	**June 2011**	**December 2011**	**June 2012**	**June 2013**
Annual Cash Salary	**$** 130,770	**$** 133,381	**$** 136,046	**$** 138,764	**$** 145,000	**$** 152,244

Professional Employees						
	As at date of approval	**December 2010**	**June 2011**	**December 2011**	**June 2012**	**June 2013**
Annual Cash Salary	**$** 96,587	**$** 98,516	**$** 100,483	**$** 102,490	**$** 107,095	**$** 112,442

Annual cash salary means the employee's cash salary only and does not include benefits related to superannuation, allowances or loadings.

7.3 Relationship to University Policies, Procedures or Guidelines

Nothing in this Agreement will be taken as incorporating as a term of this Agreement, any University policy, procedures or guidelines referred to in this Agreement, except where otherwise stated in this Agreement.

8. FLEXIBILITY TERM

8.1 This clause constitutes the flexibility term referred to in Section 202 of the *Fair Work Act 2009*.

8.2 An individual employee may initiate a request to enter into an individual flexibility arrangement where the arrangement meets the genuine needs of the employee and the University and is genuinely agreed to by the University and the employee.

8.3 If an employee's employment would be, but for this Agreement, subject to a modern award, the University and the employee may seek to enter into an individual flexibility arrangement varying the effect of one (1) or more of the following terms of this Agreement:

i. Clause 38.5.1 Superannuation;
ii. Clause 38.4 Salary Packaging;
iii. Clause 42 Ordinary hours of work;
iv. Clause 46 Overtime;
v. Clause 48.1.3 Annual leave loading;
vi. Schedule F Allowances.

8.4 An individual flexibility arrangement must be about a "permitted matter" and must not be an "unlawful term" as defined in the *Fair Work Act 2009*. The individual flexibility agreement must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement had been agreed to.

8.5 The University will ensure that the individual flexibility arrangement is in writing and must be signed by the employee (or in the case of an employee under the age of 18, by their parent or guardian) and the University. The individual flexibility agreement does not require that anyone else approve it, other than the employee and the University.

8.6 The individual flexibility arrangement may be terminated either by the University or the employee giving four (4) weeks' notice of termination, in writing, to the other party, with the individual flexibility arrangement ceasing to operate at the end of the notice period; or at any time, by written agreement between the University and the employee.

8.7 An individual employee may be represented by their nominated representative when negotiating an individual flexibility arrangement with the University.

9. POSTING OF THE AGREEMENT

Copies of this Agreement will be displayed in conspicuous and convenient places on the University premises to enable employees to easily read the document. An electronic copy of the Agreement will be accessible to employees.

10. REVIEW OF THE AGREEMENT

The University agrees to commence negotiations for a replacement agreement and provide notification to employees of their right to nominate a bargaining representative in accordance with the provisions of the *Fair Work Act 2009* at least three (3) months prior to the expiration of this Agreement. The University agrees to commence negotiations with the Unions covered by this Agreement, provided that the provisions of the *Fair Work Act 2009* are met.

PART 2 - CONSULTATION

11. CONSULTATIVE MECHANISMS

11.1 The University is committed to consulting with employees directly on workplace matters affecting them. The University will utilise a variety of mechanisms to communicate with employees. These may include, but are not limited to:

11.2 Departmental and/or Faculty meetings

11.2.1 Managers and Supervisors are primarily responsible for advising and consulting with employees regarding decisions that occur within the work area.

11.2.2 Where an employee meets with their manager, supervisor or another University representative the employee may be represented by a nominated representative.

11.3 Staff Consultative Committee

11.3.1 A Staff Consultative Committee will be established within six (6) weeks from the date of certification of this Agreement and will normally meet six (6) times per year. The composition of the Staff Consultative Committee will be:

- Eight (8) management representatives nominated by the Vice-Chancellor;
- Eight (8) employee representatives consisting of the following:
  - Five (5) union representatives nominated as follows
    - (i) two (2) NTEU representatives;
    - (ii) one (1) ASU representative;
    - (iii) one (1) CPSU representative;
    - (iv) one (1) LHMU representative.
  - Three (3) employee representatives consisting of the following:
    - (i) One (1) academic employee representative elected by and from academic employees.
    - (ii) One (1) professional employee representative elected by and from professional employees.
    - (iii) One (1) employee representative elected by and from all employees.

11.3.2 Elected employee representatives will be elected by and from relevant employees for the life of the Agreement. Where a vacancy arises during the life of the Agreement the position will be filled by further election.

11.3.3 The Staff Consultative Committee will act as a forum for consultation regarding the implementation of this Agreement and for employment issues.

11.3.4 Employees nominated or elected to the Staff Consultative Committee will be entitled to include the duties of the Staff Consultative Committee as part of their normal work allocation, and will be provided with reasonable time to attend meetings and consult with other employees.

PART 3 – JOB SECURITY

12. JOB SECURITY

12.1 It is recognised that the employees and management of the University are required to deal with significant changes and re-define their roles due, but not limited, to:

- Changes in Government funding arrangements and income;
- Significant shifts in revenue available to the University;
- Continuing demands for more accountability and better performance;
- More direct competition from Higher Education Institutions within Australia and overseas;
- Changes that may be influenced by the Free Trade Agreement with the United States of America;
- A more flexible delivery service environment radically redefined by the impact of technology.

12.2 Wherever possible, the University will pursue through its workforce planning initiatives, the principle of retaining the services of, and offering ongoing job opportunities to existing employees.

12.3 The University is committed to retaining the services of and offering ongoing opportunities to existing employees. Every reasonable effort will be made to ensure that where job reductions are required as a consequence of change, the University will, utilise natural attrition and voluntary measures to manage the process, wherever possible.

12.4 The University does not intend to contract out or outsource existing services or part of a service except in the following circumstances:

- Specialist services are not readily available to the University;
- The existing capacity is fully utilised;
- Financial exigency; or
- There are extraordinary or unforeseen circumstances.

12.5 Having regard to job security, where the University makes an initial decision to consider contracting out or outsourcing existing services, University management agrees to initiate consultation in accordance with Clause 28 Introduction for Organisational Change. An employee may be assisted during this process by a nominated representative.

PART 4 – EMPLOYMENT RELATIONSHIP, EMPLOYEE DEVELOPMENT AND RELATED ARRANGEMENTS

13. EMPLOYMENT CATEGORIES

13.1 Employees will be engaged as either continuing, fixed term, or casual. It is the University's preference to engage employees on a continuing basis however in order to meet workforce planning and operational requirements, the University will engage employees on a fixed term or casual basis.

The University offers a range of flexible employment modes, including, but not limited to:

- Full-time;
- Fractional;
- Sessional (Residential Colleges, Printery);
- Term Employees (Professional Employees);
- Annualised Hours Employment.

13.2 Continuing Employment

Continuing employment is employment entered into for an indefinite period subject to the termination, change and redundancy provisions of this Agreement.

13.3 Fixed Term Employment

13.3.1 Fixed term employment is employment for a specified term or ascertainable period subject to the termination, change and redundancy provisions of this Agreement.

13.3.2 An essential feature of fixed term employment is that there is no expectation of continuity of employment, unless stated otherwise, in writing, by the Executive Director, or except where stated elsewhere in this Agreement. The University will advise an employee engaged on a fixed term appointment of the specific start and finish date of the appointment (or in lieu of a finish date, the specific circumstance(s) or contingency relating to a specific task or project, for which the fixed term appointment will expire).

13.3.3 The use of fixed term employment is limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

13.3.3.1 Specific Task or Project

A specific task or project is a definable work activity with a start date and which is expected to be completed within an

anticipated timeframe. Without limiting the generality of that circumstance, a specific task or project may include a period of employment provided for from identifiable funding external to the employer, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by, or on behalf of, students.

13.3.3.2 Research

Research means work activity by an employee engaged on primarily research functions for a contract period not exceeding five (5) years.

13.3.3.3 Replacement Employee

A Replacement Employee is one who is:

- undertaking work activity replacing a full-time or fractional employee for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from their usual work area; or
- performing the duties of:
  - a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
  - a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University,

  until a full-time or fractional employee is engaged for the vacant position or vacant higher duties position as applicable.

Upon the notification of the return of the incumbent employee due to unforeseen circumstances, including the early return of an employee absent on parental leave, replacement employees may be terminated with the provision of four (4) week's notice.

13.3.3.4 Recent Professional Practice Required

Where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged on a fixed term appointment. Practical or commercial practice will be considered as "recent" only when it has occurred in the previous two (2) years.

13.3.3.5 Pre-Retirement Contract

Where a full-time or a fractional employee declares an intention to retire, the employee may seek to enter into a fixed term appointment for a period of up to five (5) years.

13.3.3.6 Studentship

A fixed term appointment may be adopted as the appropriate type of employment where a person is enrolled as a student provided that:

- the work is normally within the student's academic unit or an associated research unit of that academic unit; and
- the work activity is generally related to the degree program that the student is undertaking within the academic unit.

Such employment:

- is for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- will not be offered or made on the condition that the person offered the employment undertake the studentship.

13.3.3.7 Employment in a New Area of Activity

A fixed term appointment may be offered where the University introduces a new area of activity which requires additional position(s) and there is a demonstrable special case that resources for the position cannot be guaranteed

beyond the specified term of employment. Any use of fixed term employment under this clause will be for a maximum period of three (3) years and will be regularly reported to the Staff Consultative Committee.

13.3.3.8 Disestablishment of an Area

Where an organisational work area consisting of at least three (3) employees (or in consultation with the relevant union(s) through the Staff Consultative Committee, fewer employees) has been the subject of a decision by the University to discontinue that work, fixed term employment may be offered in that area for a maximum period of three (3) years.

13.3.3.9 Apprenticeship or Traineeship

An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the relevant State or Territory training authority.

13.3.4 Where a further fixed term appointment is required, the incumbent may be offered the appointment provided that their performance during the previous appointment has been assessed as satisfactory.

13.3.5 Where a fixed term position is converted to a continuing position, the incumbent may be offered appointment on a continuing basis provided that:

- the employee was initially appointed to the University through a competitive selection process; and
- the employee has performed satisfactorily in the position.

13.3.6 An employee engaged on a full-time or fractional fixed term basis will receive the entitlements of a full-time or fractional continuing employee except where stated otherwise in this Agreement or by the relevant superannuation trust deeds. The entitlements accrued during the term of fixed term employment will be paid out prior to, or on expiry of, the term.

13.3.7 Severance Pay

13.3.7.1 A fixed term employee with over twelve months' continuous service, whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment, is entitled to the following severance payment provided that:

(a) the employee seeks to continue the employment; and

(b) (i) in the case of an employee on a second or subsequent fixed term appointment for a specific task or project or research, and the same or substantially similar duties are no longer required by the University; or

(ii) in the case of an employee employed on a fixed term appointment for a specific task or project or research, and the duties of the kind performed during the contract continue to be required but another person has been appointed or is to be appointed to the same or substantially similar duties.

Period of Continuous Service	Weeks Pay
Less than and up to 1 year	Nil
More than 1 year and up to 2 years	4 weeks pay
More than 2 years and up to 3 years	6 weeks pay
More than 3 years and up to 4 years	7 weeks pay
More than 4 years	8 weeks pay

13.3.7.2 The University may defer a severance payment for up to six (6) weeks after the expiry of the period of the fixed term appointment where the employee is advised in writing that a further appointment may be offered and commenced within six (6) weeks of the expiry of the fixed term appointment. Casual employment within this six (6) week period does not affect the entitlement for severance payment.

13.3.8 Continuous Service

Breaks between fixed term appointments of up to two (2) times per year and of up to six (6) weeks will not constitute breaks in continuous service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purpose of this clause.

13.4 Casual Employment (Professional Employees)

13.4.1 A casual employee will mean a person engaged by the hour and paid on an hourly basis that includes a 23% loading related to benefits for which a casual employee is not eligible. The casual loading will increase to 24% in June 2010 and to 25% in December 2011.

13.4.2 The minimum period of engagement for a casual professional employee (other than those students employed in a Peer Assisted Learning Program and employees within the Residential Colleges which is two (2) hours) is three (3) hours. In order to meet personal circumstances, a casual employee may request a minimum engagement of less than three (3) hours where this is suitable for both the employee and the University.

13.4.3 An essential feature of casual employment is that there is no expectation of continuity of employment, unless stated otherwise, in writing, by the Executive Director.

13.4.4 The hours worked by a casual employee are ad hoc, intermittent and may vary from week to week, and month to month, with possible periods of no employment.

13.4.5 A casual employee or the University may give one (1) hour's notice to terminate the engagement.

13.4.6 Conversion

13.4.6.1 Upon appointment, the University will advise a casual employee that, after serving qualifying periods as provided below, casual employees may have the right to apply in writing for conversion to non-casual employment. An employee must not be engaged and re-engaged, nor have hours reduced, in order to avoid any obligations under this Conversion sub-clause.

13.4.6.2 A casual employee will be eligible to apply for conversion, if they have been employed on a regular or systematic basis in the same or a similar and identically classified position in the same work area for a period of 12 months and worked at least 50% of the full time equivalent hours; or if they have worked over the immediately preceding period of at least 24 months.

13.4.6.3 The University may refuse an application for conversion on reasonable grounds which include, but are not limited to:

(a) the employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
(b) the employee is a genuine retiree;
(c) the employee is performing work which will cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);
(d) the employee has a primary occupation within the University or elsewhere;
(e) the employee does not meet the essential requirements of the position; or
(f) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

13.4.6.4 Applications for conversion will be dealt with in accordance with the conversion procedures set out in Human Resources Policies and Procedures, and these procedures will not be changed without consultation with employees or the Unions through the Staff Consultative Committee.

13.4.6.5 Any dispute arising out of the application of this Conversion clause will be dealt with in accordance with the dispute procedures set out in Clause 36 of this Agreement.

13.5 Casual Employment (Academic Employees)

13.5.1 An academic employee will mean a person engaged by the hour and paid on an hourly basis that includes a 23% loading related to benefits for which a casual employee is not eligible. The casual loading will increase to 24% in June 2010 and to 25% in December 2011. The casual academic rates are as set out in Schedule B.

13.5.2 An essential feature of casual academic employment is that there is no expectation of continuity of employment, unless stated otherwise, in writing, by the Executive Director.

13.5.3 The hours worked by a casual academic employee may vary from week to week, and month to month, with possible periods of no employment.

13.5.4 The circumstances in which academic casual employment will normally be used includes: work of an irregular or intermittent nature; supervision of practical teaching; covering short-term absences; provision of employment opportunities to post-graduate students; or provision of industry or professional experience to teaching programs.

13.6 Concurrent Appointments

13.6.1 A continuing and fixed term employee may also be employed on a casual basis where such casual employment has duties distinct from their substantive position and is not being used as an alternative to any of the following:

- making additional continuing or fractional fixed term appointments;
- paying overtime to existing employees;
- extending the working hours of fractional employees.

13.6.2 An additional appointment must not constitute more than an employee's full time equivalent role when combined with the employee's substantive position.

14. MODES OF EMPLOYMENT

14.1 Full-time Employment

Full-time employment may be continuing or fixed term.

14.2 Fractional Employment

Fractional employment is employment for a fraction of full-time employment and may be offered on a continuing or fixed term basis. A fractional employee will receive the entitlements of a full time employee on a proportional basis.

14.3 Sessional Employment (Residential Colleges, Printery)

14.3.1 A sessional employee will be employed on a continuing basis for a minimum of 32 weeks per calendar year, known as 'core weeks'. During 'core weeks' a sessional employee will work a minimum of 18 hours each week. Where a sessional employee works outside of the 'core weeks', less than 18 hours each week may be worked.

14.3.2 The sessional employee will be advised at the beginning of each year the weeks which constitute 'core weeks' and will be employed on a roster basis.

14.3.3 A sessional employee will be paid the ordinary hourly rate of a full-time employee of the equivalent USQ classification level (normally Step 1) plus a 10% loading.

14.3.4 A sessional employee will receive the entitlements of a full time employee on a proportional basis determined by the hours worked within the year, except where otherwise stated in this Agreement or by the relevant superannuation trust deeds.

14.3.5 Sessional employees and continuing fractional employees (Residential Colleges only) working approved shift work, will be paid a loading of 15%.

14.3.6 Where a sessional employee is called in to work, a minimum of three (3) hours at 'sessional rates' will be paid.

14.3.7 Where a sessional and continuing fractional employee's roster (Residential Colleges) is changed without reasonable notice, overtime rates will apply.

14.4 Term Employees (Professional Employees)

A term employee may be engaged on a continuing basis with an accumulated minimum of 26 weeks work in the calendar year. A term employee will work a minimum of 15 hours each week. The University will advise the employee at the beginning of each calendar year which weeks they will be required to work. A term employee will receive the entitlements of a full time employee on a proportional basis.

14.5 Annualised Hours Employment (AHE)

An AHE employee may be engaged on a continuing or fixed term basis for a specific number of nominated hours within any one (1) year. For the purpose of payment, the total number of nominated hours will be averaged to a fortnightly salary. An employee will receive the entitlements of a full time employee on a proportional basis.

14.6 48/52 Weeks Per Year Working Arrangements

14.6.1 A full-time employee can apply to take up to eight (8) weeks annual leave in a year and receive 48 weeks' salary, which would be payable over the full 52 weeks. This will be subject to agreement between the supervisor and the employee, and based on the needs of the area. Such arrangements, once approved, will commence at a mutually agreed time and remain in place for a period of 12 months. An employee will retain benefits accrued on a full-time or fractional basis and would then accrue benefits at the new fractional rate from the date of effect of the change.

14.6.2 An employee who terminates their services must be paid for the unexpired period of leave at the appropriate fractional rate based on the credit accrued. Where entitlements have accrued at the full-time rate any termination payments must be made at this rate.

14.6.3 Where an employee converts to a 48/52 week cycle, the supervisor must ensure that any reallocation of work is the subject of consultation with affected employees and does not create an unreasonable work allocation for any other employee.

14.6.4 An employee who elects to take up the 48/52 option may choose to maintain, subject to the requirement of the relevant superannuation scheme, the employee and/or employer's superannuation contributions on a full-time basis, however the University will only be obligated to cover the cost of the employer contributions at the 48/52 rate.

14.6.5 This 48/52 arrangement will be in accordance with the procedures contained in Human Resources Policies and Procedures, and these procedures will not be changed without consultation with employees and the Unions through the Staff Consultative Committee.

15. ABSENCE FROM DUTY

15.1 Where an employee is absent without prior notice and approval from the workplace, the employee must notify their supervisor as soon as is practicable. The employee will be required to advise the supervisor of the nature and estimated length of the absence.

15.2 Where an employee's absence extends past the length of absence advised to the University, the employee will notify the supervisor of any changes.

15.3 Failure by an employee to advise the University of the reason for any absence in excess of 10 sequential working days will be considered to be abandonment of employment, and the employee will thereby be deemed to have terminated their employment.

16. UNION ROLE ACCESS AND FACILITIES

16.1 It is necessary for the effective relationship of the employer and employees under this Agreement that employees be

well informed and represented in relation to their employment. The University recognises the contribution of Unions to productive workplace relations and that Unions are legitimate representatives of their members at the University. Therefore, for the purpose of assisting in ensuring that the Unions are able to facilitate the flow of information, and keep their members informed of their employment entitlements and obligations, the University recognises the legitimate role and involvement of the Unions at the University of Southern Queensland in the ways set out below.

16.2 An employee who, as a union representative, is involved in the implementation of this Agreement, will be granted paid time to carry out this function.

16.3 Employees who are union representatives will be allowed the necessary time and resources during normal work hours and as part of their normal duties to interview, consult or liaise with union members in relation to any employment related matters of concern to the Union member. Union representatives with workload or resource issues arising out of this Clause will raise the matter with the Executive Director.

16.4 One (1) paid meeting of union members may be held each semester, to ensure full communication and input by union members.

16.5 The University agrees to provide access to an appropriately equipped and furnished office for use by union representatives on the Staff Consultative Committee for the purposes prescribed in Clause 16.1.

16.6 The right of entry for a union officer or employee will be observed as per the requirements under the *Fair Work Act 2009*, as amended from time to time.

17. TEACHER SPECIALISATION AND SCHOLARSHIP (ACADEMIC EMPLOYEES)

Academic employees of the University, by mutual agreement between the employee and the Dean may, on application, specialise in teaching and scholarship.

18. APPRENTICES AND TRAINEES

There is a commitment to increasing the employment opportunities for apprentices and trainees to facilitate the retention and transfer of skills within the workforce.

19. INDIGENOUS EMPLOYMENT

19.1 There is a commitment to the key objective of increasing the educational, employment, training and career development opportunities for all Indigenous Australians employed at the University. It is recognised and accepted that a suitably supportive and stable working environment for Indigenous Australians is likely to help redress the social injustices, exploitation and socio-economic and employment inequities especially affecting Indigenous Australians. A University Aboriginal and Torres Strait Islander Employment and Career Development Strategy has been developed to:

- increase, encourage and develop effective Indigenous Australian employment and participation at all levels of work activity;
- aim to maximise Indigenous Australian employee development and career opportunities in order to increase Indigenous Australian knowledge, job skills, job satisfaction, job security, income support, economic empowerment, independence and self-sufficiency; and
- facilitate and encourage the direct involvement of Indigenous employees in determining their own employment and career goals, strategies and ambitions, in accordance with their own aspirations.

19.2 A representative Steering Committee will oversee the implementation and operation of the Career Development and Employment Strategy in accordance with the principles set out in the Indigenous Employment Policy in Human Resources Policies and Procedures. This Policy will not be changed without consultation with employees and the Unions through the Staff Consultative Committee.

19.3 The representative Steering Committee established in accordance with the Indigenous Employment Policy will be chaired by the Pro Vice-Chancellor (Social Justice) and will include representatives from University senior

management, the local Indigenous Australian community, academic and professional employees, the Centre for Australian Indigenous Knowledges, Unions, the Human Resources department and the Community Education Advisory Committee for each campus.

19.4 The strategy will include as an objective to increase the levels of Indigenous Australian employment and participation at the University at all levels of work activity and in all organisational units of the University towards appropriate targets having regard to the levels of Indigenous Australian persons in the local community. A specific focus of the Strategy will be to increase Indigenous Australian employment in areas of the University other than the Indigenous support units.

PART 5 – PERFORMANCE MANAGEMENT, RECOGNITION AND REWARD

20. PERFORMANCE MANAGEMENT SYSTEMS

20.1 The University is committed to providing employees with the opportunity to discuss, plan, review, develop, support and progress individual employee performance through the University's performance planning and review process.

20.2 The performance management system and its processes are detailed in Human Resources Policies and Procedures.

21. EMPLOYEE RECOGNITION AND REWARDS

21.1 INCREMENTS

21.1.1 An employee will be eligible to receive an annual incremental increase after 12 months, at each step within the limitations of the salary range for the employee's classification level, until the top salary step is reached unless the employee's performance is assessed by the employee's supervisor to be unsatisfactory. The employee's increment date is the date of appointment, except for employees who have been promoted or have taken a period of leave without pay, in which case it is either the effective promotion date or the altered date as a consequence of leave without pay.

21.1.2 A fixed term employee with 12 months continuous service will be entitled to incremental progression in the same way as a continuing employee.

21.1.3 In assessing the employee's performance to be satisfactory, the agreed performance indicators will reflect the employee's duties and level of appointment and will be consistent with the relevant position classification standards, in accordance with Clause 38.2.1.

21.1.4 An employee absent in excess of three (3) months, in aggregate, may, if agreed by their supervisor, have the review delayed by the period of absence. Any resultant increase will also be delayed by the period of absence.

21.1.5 If an annual incremental increase is withheld, the employee will be given an opportunity to show cause to the Vice-Chancellor or delegated officer, why the incremental increase must not be withheld.

21.2 ACCELERATED INCREMENTAL PROGRESSION

An accelerated incremental increase in salary may be recommended where the employee's performance consistently and significantly exceeds the agreed performance indicators as in Subclause 21.1.3 provided:

- the employee's incremental adjustment is made on one (1) occasion only per year at the current classification level; and
- the number of increments an employee can receive in any one (1) year at the current classification level is two (2) {i.e. the annual incremental increase plus one additional step}.

21.3 ACTING IN HIGHER CLASSIFIED POSITIONS AND ROLES

An employee required to temporarily perform duties or fill a position classified at a higher level and who accepts all of the responsibilities of the position, will receive the employee's normal salary plus an allowance so that the total

remuneration is at least equal to the minimum salary of the position temporarily filled, provided that the period worked is for more than:

- Nine (9) sequential working days for professional employee positions; or
- Twenty (20) sequential working days for academic employee positions.

21.4 ACADEMIC LEVEL A RESPONSIBILITIES

21.4.1 An Academic Level A employee will work with support and direction from an employee classified at Academic Level B and above and with an increasing degree of autonomy as the employee gains in skills and experience.

21.4.2 Academic Level A employees are not expected to undertake any of the following duties:

- Administrative functions that go beyond the limited functions primarily connected with courses in which the employee teaches;
- Membership of more than a limited number of Committees;
- Teaching primarily in programs which are offered only at Masters level and above;
- Initiation of course material;
- Development of course material unless there is appropriate guidance from the unit or course coordinator;
- Complex levels of course coordination;
- Supervision of the program of study of honours students or of postgraduate students engaged in course-work;
- Supervision of major honours or postgraduate research projects; or
- Development of program material.

21.4.3 Where an Academic Level A employee is required to carry out any of the above duties, they will be appointed as an acting Academic Level B, or paid an allowance so that their total remuneration is at least equal to the minimum salary for Academic Level B.

21.4.4 Any grievances or complaints regarding the appropriateness of duties allocated to Level A Academic employees, should be raised, in the first instance, with the relevant supervisor.

21.5 PROMOTION (ACADEMIC EMPLOYEES)

21.5.1 A promotion round for academic employees will be held each year.

21.5.2 The procedures for the promotion rounds are contained in Human Resources Policies and Procedures.

21.6 INCENTIVE ALLOWANCE

21.6.1 At the discretion of the Vice-Chancellor, an employee may be paid an agreed amount for approved work carried out which provides and attracts additional net income to the University.

21.6.2 Such approved work will normally be in addition to University expectations with regard to the normal work allocation of the employee.

21.6.3 The amount will be agreed, in writing, with the delegated officer and the employee, and must be approved by the Vice-Chancellor prior to the work being carried out.

21.7 TRAINING AND EMPLOYEE DEVELOPMENT

21.7.1 The University is committed to developing a more highly skilled and flexible workforce to meet its open and flexible education focus.

21.7.2 In order to achieve this aim, it is recognised that training and employee development programs will need to offer

opportunities and encourage employees to develop their skills and effectiveness within the University and to promote and improve performance and efficiency and to assist in the achievement of Equal Employment Opportunity objectives.

21.7.3 Employees will be provided with appropriate developmental programs to increase their skills, broaden their experience and enhance their future career opportunities within budgetary constraints. These training and employee development opportunities will be identified when the employee undertakes their annual performance appraisal.

21.7.4 Employees are required to commit to training as required to meet the operational and technological requirements of the University's strategic focus.

21.7.5 The University is committed to providing special training and employee development for women.

21.7.6 All commencing employees, including casuals, will be required to participate in an induction program.

21.7.7 All employees will have the opportunity to discuss training needs with their supervisor on at least an annual basis.

21.7.8 All academic employees will have access to a range of employee development opportunities including, but not limited to programs and consultative services on teaching and training development; confidential services to assist in the evaluation of teaching for the purposes of improvement.

21.8 STUDY ASSISTANCE

An employee undertaking an approved program of study may receive study assistance from the University, consistent with the provisions of Human Resources Policies and Procedures.

21.9 ACADEMIC DEVELOPMENT AND OUTSIDE STUDIES PROGRAM (ADOSP)

21.9.1 The Academic Development and Outside Studies Program (ADOSP) provides a period of paid absence for sustained research, scholarly activity or professional experience. As an additional benefit it may also help an academic employee establish or renew links with colleagues in appropriate fields outside the University for the purpose of enhancing their own research and/or teaching within the University.

21.9.2 ADOSP aims to maintain and improve professional and vocational knowledge and skills. It is not an intention of this clause to provide an avenue for an academic employee to undertake paid employment elsewhere. ADOSP is a privilege and is not granted as a right.

21.9.3 An academic employee may apply for ADOSP in accordance with the provisions contained within Human Resources Policies and Procedures.

22. PROBATION

22.1 At the beginning of employment, an employee (excluding casuals), will serve a maximum probationary period as follows:

Employee Classification	Probationary Period
Professional employees USQ Levels 1 - 5 USQ Levels 6 - 10	 3 months 6 months
Foundation/Uniprep /English Language teaching employees	12 months
Academic employees	up to 3 years

22.2 The probationary period may be shortened or waived having regard to the employee's prior service, qualifications, experience and performance in their previous employment. Where the probationary period is either varied or waived, this will be stated in the employee's letter of appointment.

22.3 If during the probationary period an employee is granted any continuous periods of leave of one (1) month or more (including periods of leave for maternity or illness/injury purposes), the maximum probationary period will be the period nominated above plus an additional period which equates to the period of leave taken.

22.4 For a first fixed term appointment of one (1) year or less in any classification, a maximum probationary period of three (3) months will apply. All other first fixed term appointments extending beyond one (1) year will be subject to a probationary period of normally one third of the fixed term appointment. Any second or subsequent fixed-term appointment in the same classification level and/or in the same functional area will not contain a probationary period.

22.5 Where the University has determined that the employee has satisfactorily completed their probation, their employment will continue and the employee will be given confirmation in writing.

23. EMPLOYEE SUPERVISION

23.1 These procedures are designed to provide a mechanism to assess the performance of employees with the primary purpose of providing support to an employee whose performance is considered to require improvement.

23.2 A supervisor will provide administrative and academic leadership where appropriate and is responsible for monitoring the performance of employees and providing support to employees whose performance is assessed as requiring improvement. Academic supervisors will normally be classified, where possible, at Academic Level C or above.

23.3 Each employee will have a supervisor who will normally be the head of the employees unit for academic employees, or the head of the section for professional employees. An employee will be informed, in writing, on appointment to the University, of their designated supervisor and their supervisor's position. Written advice will also be provided if an employee moves to another work unit or where restructuring warrants a change in supervisory arrangements.

23.4 Where a change in supervisor would remove potential conflict of interests or contribute to more harmonious relations within the work unit, an employee may request the Executive Director to designate an alternative supervisor. This request will be dealt with in a timely manner.

23.5 All employees who assume supervisory responsibilities must receive appropriate training in employee assessment techniques in accordance with the provisions of this Agreement.

24. DISCIPLINARY ACTION FOR UNSATISFACTORY PERFORMANCE

24.1 There is an expectation that managers/supervisors will provide employees with regular feedback on performance as part of the performance planning and review process and will manage performance matters promptly and fairly.

24.2 Supervisors will undertake performance management in accordance with the procedures set out below.

24.3 For the purposes of these procedures an employee may be represented by a nominated representative.

24.4 Initial Counselling

24.4.1 Where a supervisor is of the view that an employee's performance is unsatisfactory, the supervisor will first counsel the employee on the nature of the improvement required and will develop strategies to address the underperformance.

These strategies will be given

- no less than four (4) weeks to take effect for professional employees; and
- up to a semester for academic employees

having regard to the performance issues to be addressed.

24.4.2 A record of the counsel given will be kept and a copy will be supplied to the employee. At this time, and if appropriate, the supervisor will direct the employee to undertake a course of professional development or other appropriate programs designed to assist in improving the employee's performance.

24.5 Formal Advice

24.5.1 Where a supervisor believes that counselling has not produced the desired improvements in performance, and after the relevant period of time, the supervisor will:

- advise the Executive Director; and
- advise the employee, in writing, of the specific areas of performance that are considered unsatisfactory, and the nature of the improvement that is required within a reasonable timeframe having regard to the performance issues to be addressed. This written advice will also include the date proposed for a review of the specific areas of performance, and the availability of professional development and other resources to assist the employee to improve.

24.5.2 The employee will be entitled to respond to the supervisor within ten (10) working days of the receipt of the supervisor's written advice. The supervisor must give due and proper weight to any response provided by the employee. The supervisor will either:

- confirm the advice of unsatisfactory performance and the remedial action required; or
- modify any or all of the particulars contained in the previous advice; or
- withdraw the advice and ensure that no records relating to the advice are kept on the employee's file.

24.5.3 The supervisor will review whether or not the required improvement in the employee's performance has been made. This review will occur no earlier than the date set in the written advice.

24.5.4 Where the supervisor is satisfied that the required improvements have been made, the employee will be advised, in writing, and no further action will be taken.

24.6 Formal Report

24.6.1 Where the supervisor believes that the employee's performance continues to be unsatisfactory, the supervisor in consultation with their Dean/Manager will make a formal report to the Executive Director. The report will state clearly the aspects of the employee's performance that are seen as unsatisfactory, the record of attempts to remedy the problem, and the recommended disciplinary action. An academic employee may request the supervisor to consult with their academic colleagues before making a formal report to the Executive Director.

24.6.2 The supervisor will provide the employee with a copy of the report as soon as possible after it is submitted. The employee will be entitled to submit a written response to the Executive Director within ten (10) working days from the receipt of the supervisor's report. Where the report recommends disciplinary action, the employee may request that the matter be referred to an Unsatisfactory Performance Review Panel consisting of:

- An employee nominated by the Vice-Chancellor; and
- An employee nominated by the employee representatives on the Staff Consultative Committee.

24.6.3 Where an employee has made a written application for a review of disciplinary action under Subclause 24.6.2 the Executive Director will advise the Vice-Chancellor of the request. The Vice-Chancellor will consider the request and may decide to:

(a) Take no further action; or

(b) Refer the matter back to the supervisor to ensure that the steps set out in Subclauses 24.4.1, 24.5.1, and 24.6.1, are complied with in substance and in a manner appropriate to the circumstances; or

(c) Convene an Unsatisfactory Performance Review Panel no later than ten (10) working days from the date of receipt of such a review application as set out in Clause 24.7.1.

24.7 Unsatisfactory Performance Review Panel

24.7.1 Where the Vice-Chancellor decides to convene an Unsatisfactory Performance Review Panel, the Panel will review the employee's written response (where submitted), provide the opportunity for the employee to be interviewed and ensure that the employee and/or their nominated representative has adequate opportunity to respond to unsatisfactory performance concerns. The Review Panel may consider any other materials it considers appropriate and interview any other individual, as it sees fit.

24.7.2 The Panel will report to the Vice-Chancellor on the following:

- Whether appropriate steps were taken to bring the unsatisfactory nature of performance to the employee's attention;
- Whether appropriate timeframes were provided for the employee to improve their performance;
- Whether adequate opportunity was given to respond;
- Whether due and proper weight was given to the employee's response;
- Whether reasonable time and opportunity was afforded to remedy the performance problem;
- Whether there was appropriate consultation with the academic employee's colleagues, where requested

24.7.3 The Panel will act as expeditiously as possible taking into consideration the need for procedural fairness and natural justice and will provide a report to the Vice-Chancellor and the employee within ten (10) working days following the conclusion of the review.

24.7.4 A Review Panel member has an obligation to advise of any conflict/s or potential conflict/s of interest that may undermine the application of natural justice and procedural fairness.

24.7.5 Following consideration of the report from the Review Panel, the Vice-Chancellor will then decide to:

(a) Take no further action; or

(b) Refer the matter back to the supervisor to ensure that the steps referred to in Subclauses 24.4.1 24.5.1, and 24.6.1, are complied with in substance and in a manner appropriate to the circumstances; or

(c) Take disciplinary action.

24.7.6 Following consideration of the report from the Unsatisfactory Performance Review Panel the employee will be advised of the Vice-Chancellor's decision in writing.

24.7.7 The action of the Vice-Chancellor under this Clause will be final, except that nothing in this Subclause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this Subclause, would be competent to deal with the matter.

24.7.8 These procedures do not apply to probationary or casual employees.

25. TERMINATION OF PROBATIONARY EMPLOYMENT

25.1 If at any time during the probationary period:

(a) an employee's progress is considered by the University to be unsatisfactory; or

(b) if the employee is not satisfied with the position or the University,

either the employee or the University may terminate the employment subject to the giving of notice as specified in Clause 25.4. Notice may be given, paid in lieu or forfeited as the case may be.

25.2 If any meeting is held where the performance of a probationary employee is to be discussed and which may concern the possible termination of a probationary employee, the employee may be accompanied by their nominated representative.

25.3 Where there is a recommendation to terminate the employment of a probationary employee, the employee will be advised of the recommendation including any adverse material about the employee upon which the recommendation is based. The employee will be entitled to respond to the recommendation, and the response will be taken into consideration by the Vice-Chancellor when considering the recommendation to terminate.

25.4 Notice Periods

Category Of Employment	Notice Required
Professional Employees	2 weeks
Academic - Continuing	4 months
Academic – Fixed Term as follows:	
1 year or less	6 weeks
1+ to 2 years	10 weeks
2+ to 3 years	12 weeks
3+ to 5 years	16 weeks

PART 6 - TERMINATION, CHANGE AND REDUNDANCY

26. FUNCTIONAL FLEXIBILITY

26.1 The University may utilise the broad range of employee's skills to maintain and improve the effectiveness of programs and service delivery outcomes.

26.2 Within reason, an employee may be required to perform a broader range of duties, in particular those tasks which are incidental and/or peripheral to the employee's major duties. The performance of a broader range of duties is subject to:

- The University's commitment to providing a safe and healthy working environment;
- The employee having been adequately trained to perform the duties;
- Consultation with the employee and their nominated representative;
- The duties not having the substantive effect of de-skilling.

27. INTERNAL TRANSFER / SECONDMENTS

Where there are genuine reasons and as an adjunct to normal employment procedures, the Vice-Chancellor or delegated officer, may transfer or second an employee to a suitable position within the University, with the agreement of the employee and Executive Director. A suitable position is a position that requires the skills and experience consistent with the skills and experience of the employee being transferred or seconded, or where it may be expected that the employee will acquire the necessary skills within a three month period with adequate training.

28. INTRODUCTION OF ORGANISATIONAL CHANGE

28.1 The University acknowledges that sound management of substantial workplace change requires the involvement of all employees who will be directly affected by the change. As a result, the University will consult with all affected employees as soon as practicable after making an initial decision to propose substantial organisational change.

28.2 The University will consult directly with the affected employee, and where the affected employee requests, their nominated representative. The University will also consult with the relevant Unions through the Staff Consultative Committee. Consultation will include but is not limited to:

- the need for change;
- the proposed substantial organisational change, including any proposal involving the contracting out of work;
- any review process; and
- the mechanism for development of the change process.

28.3 If a decision is taken to proceed with substantial organisational change, University management will consult with the affected employees and, where an employee requests, their nominated representative. The University will also consult with the relevant Unions through the Staff Consultative Committee. Consultation will include, but is not limited to, the implementation of the change as it relates to work, conditions and career prospects.

28.4 The University will consider appropriate means of avoiding detrimental outcomes to affected employees and may enter into an agreement with an affected employee(s) relating to relocation and/or retraining. Where change is likely to lead to a reduction of one (1) or more positions being required by the University, the University will comply with Clause 29 Voluntary Severance and/or Clause 30 Redundancy.

29. VOLUNTARY SEVERANCE

29.1 Application

This Clause applies to employees in continuing positions or in fixed term positions of greater duration than one (1) year.

29.2 Voluntary Severance

29.2.1 The University may call for expressions of interest from all employees interested in taking voluntary severance.

29.2.2 When expressions of interest are called, a period of eight (8) weeks will be allowed during which an employee can make an application for voluntary severance. This period will be known as the 'voluntary severance application period' and during this period the following applies:

(a) An employee may make an application at any time within the eight (8) week 'voluntary severance application period'.

(b) The Vice-Chancellor will have the discretion to accept or not to accept any employee's application for voluntary severance, and will provide the employee with reasons for not accepting the application.

(c) When an application is accepted by the Vice-Chancellor, consultation with the employee will occur to determine a termination date. An employee may be assisted by a nominated representative.

(d) The 'residual of the voluntary severance application period' is the period of time remaining in the eight (8) week 'voluntary severance application period' after the employee's expression of interest is lodged with the Executive Director.

29.3 Voluntary Severance Benefits

29.3.1 An employee whose application for voluntary severance is accepted by the Vice-Chancellor, is entitled to the following benefits:

(a) The relevant 'voluntary severance benefit' for the employee is determined based on age and length of service, and is calculated by combining the relevant notice periods from Subclause 29.3.1(a)(i), and Subclause 29.3.1(a)(ii).

(i) Age Based Scale for Voluntary Severance

Age Of Employee	Relevant Notice Period
45 years or over	22 weeks
40, 41, 42, 43, 44 years	20 weeks
39 years or under	18 weeks

(ii) Length of Service Scale for Voluntary Severance

Each Completed Year Of Continuous Service By The Employee	Notice Period For Each Completed Year Of Service
Less than and equal to 10 years	3 weeks for every year

More than 10 years	an additional 2 weeks for every year in excess of 10 years

(b) Where an employee submits an application for voluntary severance which is accepted by the Vice-Chancellor the employee is entitled to a 'voluntary severance benefit payment' which is the sum of the following:

(i) A 'voluntary severance benefit' as calculated in Subclause 29.3.1(a) up to a maximum of 66 weeks.

(ii) the 'residual of the voluntary severance application period' as in Subclause 29.2.2(d); or the balance of the employee's fixed term appointment, whichever is the shortest.

(c) An employee who submits an application for voluntary severance which is accepted by the Vice-Chancellor, will also be paid long service leave in proportion to the employee's length of service with the University.

29.3.2 All payments under Clause 29 will be calculated on the employee's salary (including fortnightly paid award based allowances and loadings) at the date of ceasing employment.

30. REDUNDANCY

30.1 Application

This Clause applies to employees in continuing positions, or in fixed term positions of greater than one (1) year's duration. After an initial eight (8) week transition period, in which the employee may either seek redeployment and/or a review as in Subclause 30.7, and if the Vice-Chancellor's decision is to terminate employment, a provision is made for a 'redundancy benefit' to the employee, based on age and length of service.

30.2 The University will consult in accordance with Clause 28.3 of this Agreement where it is likely that one (1) or more positions are to be made redundant.

30.3 Grounds for Redundancy

30.3.1 Where a decision has been made that one (1) or more positions are redundant the University will provide written notice to the employee(s) concerned and their nominated representative, that their employment will terminate.

30.3.2 The University will also outline the reasons for the termination, which may involve reasons of an economic, technological, structural or a similar nature, including, but not limited to:

- A decrease in student load in any employee program or course, or combination or mix of programs or courses, conducted on one or more campuses;
- A decision to stop offering, or to vary the employee content of any program or course, or combination or mix of programs or courses, conducted on one or more campuses;
- Financial exigency within an organisational unit or cost centre; and
- Changes in technology or work methods.

30.4 Redundancy Benefit

30.4.1 The 'redundancy benefit' for an employee who has received notification in accordance with Subclause 30.3 is determined based on age and length of service, and is calculated by combining the relevant benefit amount in Subclause 30.4.1(a), Subclause 30.4.1(b).

(a) Age Based Scale for Redundancy

Age Of Employee	Relevant Notice Period
45 years or over	22 weeks
40, 41, 42, 43, 44 years	20 weeks
39 years or under	18 weeks

(b) Length of Service Scale for Redundancy

Each Completed Year Of Continuous Service By The Employee	Notice Period For Each Year Of Completed Service
Less than and equal to 10 years	3 weeks for every year
More than 10 years	an additional 2 weeks for every year in excess of 10 years

30.4.2 Where an employee receives notification of redundancy in accordance with Clause 30.3 the employee is entitled to a 'redundancy benefit' as calculated in Subclause 30.4.1 up to a maximum of 66 weeks.

30.4.3 An employee may apply to work all or part of the period equivalent to the number of weeks of the redundancy benefit period. If there are suitable duties for the employee to perform which will result in sufficient work being available to occupy the time fraction on which the employee is employed, the University will use its best efforts to allow this to occur. This may be either work the employee has been engaged in previously or work designed to retrain the employee. If the University has no work for the employee to perform, the employee will receive the redundancy benefit payment.

30.5 Transition Period

An eight (8) week 'transition period' will begin immediately upon written notification being given to the employee, of redundancy in accordance with Subclause 30.3. By the expiration of two (2) weeks from the beginning of the transition period, the employee must indicate to the University which of the following options for separation they choose: to elect early separation and include the balance of the 'transition period' in the employee's redundancy benefits; or to apply to the Vice-Chancellor for a review of the decision to terminate the employee's employment and/or to seek redeployment within the University.

30.6 Early Separation

30.6.1 An employee who has been given notice in accordance with Subclause 30.3 may decide to include the balance of the transition period in the employee's redundancy benefits, in which case the employee will receive upon termination:

(a) Payment in lieu of salary for the unexpired portion of the eight (8) week 'transition period'; and

(b) Payment of the relevant 'redundancy benefit' as calculated in Subclause 30.4.2, and

(c) Payment of long service leave in proportion to the employee's length of service with the University.

30.6.2 The sum payable to an employee in accordance with Subclause 30.6.1(a) and Subclause 30.6.1(b) will not exceed the salary that would be payable if the employee continued in employment to the expiry date of a fixed term appointment.

30.6.3 All payments under Clause 30 will be calculated on the employee's salary (including fortnightly award based allowances and loadings) at the date of ceasing employment.

30.7 Review

30.7.1 An employee who has been given notice in accordance with Subclause 30.3 may apply to the Vice-Chancellor within two (2) weeks of such notice, for a review of the decision to terminate the employee's employment, on the grounds that the University did not act fairly or properly in making the decision to terminate, or that the rules of natural justice

were not applied, or that the decision was discriminatory.

30.7.2 Upon receiving such an application, the Vice-Chancellor will establish a Redundancy Review Panel to investigate the process leading to the decision to terminate within seven days. The Panel will consist of:

- An employee nominated by the Vice-Chancellor; and
- An employee nominated by the employee representatives on the Staff Consultative Committee.

30.7.3 A Review Panel member has an obligation to advise of any conflict/s or potential conflict/s of interest that may undermine the application of natural justice and procedural fairness.

30.7.4 The Review Panel:

- must report to the Vice-Chancellor within three (3) weeks, on whether the University acted fairly, properly and under the rules of natural justice in making the decision to terminate, including whether the decision was in any way discriminatory;
- will provide the employee adequate opportunity to put forward a verbal or written submission and will conduct the investigation in an informal manner; and
- may access relevant documents if required.

30.7.5 The Redundancy Review Panel will make recommendations to the Vice-Chancellor who will consider the recommendations and make a determination as to an appropriate course of action.

30.8 Redeployment

If the employee seeks redeployment, the University will provide the employee and their nominated representative with all relevant details regarding redeployment. The process for redeployment will be accordance with the procedures contained in Human Resources Policies and Procedures, and these procedures will not be changed without consultation with employees or the Unions through the Staff Consultative Committee.

30.9 Failure of Review or Redeployment

30.9.1 If the employee elects redeployment or review and subsequently fails to be redeployed to a position at the same classification level for which the employee has the skills and qualifications to undertake, or fails in the review application, the employee will, at the completion of the eight (8) week transition period (or 10 weeks if the Vice-Chancellor elected to extend the time frame), either:

(a) Begin working out the period equivalent to the number of weeks of the redundancy benefit period where it has been agreed that the employee will work out the benefit period in accordance with Clause 30.4.3 or

(b) Cease employment and receive:

(i) Payment of the 'redundancy benefit' prescribed in Subclause 30.6.1(b);

(ii) Payment of long service leave in proportion to the employee's length of service with the University.

(c) The sum payable to an employee in accordance with Subclause 30.9.1(b)(i) will not exceed the salary that would be payable if the employee continued in employment to the expiry date of a fixed term appointment.

(d) All payments under Subclause 30.9.1(b) will be calculated on the employee's salary (including fortnightly award based allowances and loadings) at the date of ceasing employment.

31. TERMINATION OF EMPLOYMENT

31.1 General

31.1.1 All decisions to terminate the employment of an employee covered by this Agreement, must be made in accordance with this Agreement.

31.1.2 The University must not terminate the employment of an employee unless the employee has been given notice

and/or compensation as required by this Clause.

31.1.3 The University may terminate without notice, or payment in lieu of notice, the employment of an employee, found, following the process in Clause 34 and Clause 35, to have engaged in serious misconduct such that it would be unreasonable to require the University to continue employment during a period of notice.

31.2 Notice of Termination by the University

31.2.1 Where employment is terminated for valid reasons, and subject to Clause 31.1.3, the University will give the employee the following notice:

Employees	Period Of Notice
Professional employees	5 weeks
Foundation/Uniprep/English Language teaching employees	5 weeks
Academic employees	4 months

31.2.2 At the discretion of the Vice-Chancellor or delegated officer, payment may be made in lieu of notice. Payment in lieu of notice will be calculated on the employee's salary (including fortnightly award based allowances, superannuation and loadings) at the date of ceasing employment.

31.2.3 The period of notice in this Clause will not apply where employment is terminated in the case of casual employees, apprentices, fixed-term replacement employees as outlined in Clause 13.3.3.3, voluntary severance or redundancy.

31.3 Time Off During the Notice Period

Where the University has given notice of termination to an employee, the employee will be allowed up to one (1) day's time off without loss of pay for the purpose of seeking other employment. Time off will be taken at times that are convenient to the employee after consultation with the employee's supervisor.

31.4 Notice of Resignation by an Employee

31.4.1 An employee is required to give the University the following notice or payment in lieu of notice:

Employees	Period Of Notice Or Payment In Lieu Of Notice By The Employee
Professional employees	5 weeks
Foundation/Uniprep/English Language teaching employees	5 weeks
Academic employees	4 months

31.4.2 At the discretion of the Vice-Chancellor, a shorter period of notice may be granted.

31.4.3 If an employee fails to give the required notice, the University may withhold and debit monies due to the employee or take legal action to recover monies, to a maximum amount equal to the ordinary rate of pay for the period of notice given and notice required or payment in lieu of notice.

32. TERMINATION OF EMPLOYMENT ON THE GROUNDS OF ILL HEALTH

32.1 The Vice-Chancellor may require an employee, whose capacity to perform the duties of their position is in doubt, to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.

32.2 The Vice-Chancellor will provide the employee with written notice of not less than two (2) months that a medical examination is required. Where an employee elects to apply to the relevant superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit in accordance with the rules of the superannuation fund, the requirement for a medical examination under Subclause 32.1 will lapse immediately and no

further action will, subject to Subclause 32.3, be taken by the Vice-Chancellor under this Clause.

32.3 Where the superannuation fund:

(a) determines an employee is ineligible because of a pre-existing medical condition; or

(b) decides that an employee, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision

the Vice-Chancellor may proceed under this Clause without further recourse to the provisions of Subclause 32.2.

32.4 A copy of the medical report made by the medical practitioner in accordance with Subclause 32.1 will be made available to the Vice-Chancellor and to the employee.

32.5 If the medical examination reveals that the employee is unable to perform assigned duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Vice-Chancellor may, subject to Subclause 32.6, terminate the employment of the employee under the notice required by this Agreement. Prior to taking action to terminate the employment of an employee, the Vice-Chancellor may offer the employee the opportunity to submit a resignation and, if such a resignation is offered, will accept it and not proceed with action to terminate employment.

32.6 Within 14 days of the medical report being made available, if the employee or their nominated representative requests, the Vice-Chancellor will not terminate the employment of the employee under Subclause 32.5 unless and until the findings of the report are confirmed by either:

- a panel consisting of three medical practitioners; one of whom will be appointed by the University, one by the employee or by a person acting on the employee's behalf, and one by the President of the State branch or Territory of the Australian Medical Association. The Panel will not include the medical practitioner who made the initial report; or
- an independent medical specialist agreed between the Vice-Chancellor and the employee.

32.7 In making an assessment as to whether or not an employee is unable to perform assigned duties and is unlikely to be able to resume those duties within a reasonable period, the medical practitioner or panel of medical practitioners appointed in accordance with Subclause 32.6 will as far as possible, apply the same standards as are used by the employee's superannuation scheme in determining qualification for the payment of a disablement pension or other similar benefit.

32.8 At any stage of these procedures, the Vice-Chancellor may construe a failure by an employee to undergo a medical examination within three months of a written notification to do so, as evidence at face value that they will be unable to perform their duties and may terminate the employment on the grounds of ill health.

32.9 Where employement ceases due to ill health, the number of years of continuous service required to have been completed by that employee before being entitled to long service leave will be five (5) years.

32.10 Where the Superannuation Fund determines that an employee is totally and permanently incapacitated and is unlikely to return to work in the foreseeable future, the University may terminate the employment.

33. DISCIPLINARY ACTION

33.1 All decisions to discipline an employee or terminate the employment of an employee, covered by this Agreement must be made in accordance with this Agreement. Disciplinary action may only be taken by the Vice-Chancellor and only in accordance with this Agreement.

33.2 Disciplinary action is to be used as a last resort. A supervisor will undertake to resolve instances of possible misconduct or unsatisfactory performance through guidance, counselling and appropriate employee development, or appropriate work allocation, before submitting a report to the Vice-Chancellor. In instances of unsatisfactory performance, the processes and timeframes outlined in Clause 24 will apply.

34. DISCIPLINARY ACTION FOR MISCONDUCT OR SERIOUS MISCONDUCT

34.1 Before the Vice-Chancellor takes disciplinary action against an employee for misconduct or serious misconduct, the Vice-Chancellor must take the steps set out in this Clause. Where a matter that may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under Clause 24, the procedures of this Clause are not required, and the provisions of Clause 24, must be followed.

34.2 Formal Action

34.2.1 Any allegation of misconduct or serious misconduct will be considered by the Vice-Chancellor. If the Vice-Chancellor believes such allegations warrant further investigation, the Vice-Chancellor will notify the employee in writing and in sufficient detail to enable the employee to understand the precise nature of the allegations, and to properly consider and respond to the allegations. The Vice-Chancellor will require the employee to submit a written response within 10 working days from the receipt of the letter.

34.2.2 At the time of notifying the employee under Subclause 34.2.1, or subsequently, in exceptional circumstances the Vice-Chancellor may:

- suspend the employee on full pay, or
- suspend the employee without pay if the Vice-Chancellor is of the view that the alleged conduct amounts to serious misconduct such that it would be unreasonable to require the University to continue the employee's employment during a period of notice.

34.2.3 Provided that:

(a) Where suspension without pay occurs at a time when the employee is on a paid leave of absence the employee will continue to receive a salary for the period of the leave of absence.

(b) The employee may engage in external paid employment or draw on any annual leave or eligible long service leave credits during the suspension without pay.

(c) The Vice-Chancellor may direct that the employee's salary continue to be paid, notwithstanding their suspension on the grounds of hardship.

(d) Where a suspension without pay has been imposed and the matter is subsequently referred to a Misconduct Investigation Committee, the Vice-Chancellor will ensure that the Misconduct Investigation Committee at its first meeting determines whether suspension without pay should continue. The Misconduct Investigation Committee will provide advice to the Vice-Chancellor as to whether the suspension without pay should continue.

34.2.4 During any period of suspension the employee may be excluded from the University, provided that the employee will be permitted:

- reasonable supervised access to the University campus and to request relevant documentation in order to prepare their response to any allegation of misconduct or serious misconduct that has been made against them; and
- to collect or have personal property returned.

34.2.5 If the allegations are denied by the employee, and the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct, the Vice-Chancellor will immediately advise the employee, in writing, and may, by agreement with the employee, publish the advice in an appropriate manner.

34.2.6 If the allegations are admitted in full by the employee, and the Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct, the Vice-Chancellor will advise the employee, in writing, of the Vice-Chancellor's decision and the operative date of the disciplinary action.

34.2.7 If the allegation is denied in part or in full, or if the employee has not responded to the allegations, the Vice-Chancellor will refer the matter to a Misconduct Investigation Committee under the provisions of Clauses 35.1, unless the Vice-Chancellor decides to take no further action or counsel or censure the employee for unsatisfactory behaviour and take

no other action.

35. MISCONDUCT / SERIOUS MISCONDUCT INVESTIGATION COMMITTEE AND SUBSEQUENT ACTION BY THE VICE-CHANCELLOR

35.1 Where a matter is referred to a Misconduct Investigation Committee in accordance with Subclause 34.2.7, the Vice-Chancellor will convene the Misconduct Investigation Committee within ten (10) working days, where practicable.

The Committee will consist of:

- A Chairperson agreed between the Vice-Chancellor and employee representatives on the Staff Consultative Committee;
- An employee nominated by the Vice-Chancellor;
- An employee nominated by the employee representatives on the Staff Consultative Committee.

A Committee member has an obligation to advise of any conflicts/s or potential conflicts of interest that may undermine the application of natural justice and procedural fairness.

35.2 The role of the Misconduct Investigation Committee referred to in Clause 35.1 is to report on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.

35.2.1 A Misconduct Investigation Committee which is considering allegations of misconduct may, where it is convinced that the merits and facts of the particular case go substantially beyond those contained in the initial allegation, indicate that the allegation must be considered one of serious misconduct.

35.2.2 The employee must be clearly informed, in writing, of which new matters the Misconduct Investigation Committee considers may constitute serious misconduct and be given full opportunity to respond.

35.2.3 Where a Misconduct Investigation Committee is convened in accordance with Clause 35.1, the Committee will:

- provide an opportunity for the employee against whom the allegations are made, to be interviewed and ensure that the employee has adequate opportunity to answer allegations of misconduct or serious misconduct. The Committee may consider any further materials it believes appropriate to substantiate or otherwise the facts in dispute, and interview any other individual it sees fit to establish the merits or facts of the particular case;

- ensure that the employee, or their nominated representative, and the Vice-Chancellor or delegate, or nominated representative, have the right to ask questions of interviewees, to make submissions and to present and challenge evidence;

- conduct proceedings in camera (unless otherwise agreed); as a Committee of inquiry; as expeditiously as possible consistent with the need for fairness.

- keep a taped record of the proceedings (but not its own deliberations), which will be available on request to the employee or the Vice-Chancellor; and

- provide a report to the Vice-Chancellor and the employee within 10 working days following the conclusion of Committee's proceedings.

At any stage during the process, the employee may be represented by a nominated representative. The Vice-Chancellor or delegate may also be represented by a nominated representative.

35.4 Vice-Chancellor's Decision

35.4.1 On receipt of the report of the Misconduct Investigation Committee, and having considered its findings on the facts related to the alleged misconduct or serious misconduct, the Vice-Chancellor may take disciplinary action as defined in Clause 4.2.11 of this Agreement.

35.4.2 If, having considered the Misconduct Investigation Committee's findings on the facts relating to the alleged misconduct or serious misconduct, the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct the Vice-Chancellor will immediately advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner.

35.4.3 Where an employee has been suspended without pay pending the decision of the Vice-Chancellor, any lost income will be reimbursed if there was no misconduct or serious misconduct. However, a decision taken by the Vice-Chancellor, at the Vice-Chancellor's discretion, not to dismiss or impose another penalty, will not be construed as an admission that there was no conduct justifying suspension without pay.

35.4.4 This Clause in no way constrains the University from carrying out other or further investigations relating to the consequences of the conduct of an employee.

35.4.5 All actions of the Vice-Chancellor under this Clause will be final, except that nothing in this Clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this Clause, would be competent to deal with the matter.

PART 7 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURES

36. PROCEDURES FOR DISPUTES AVOIDANCE AND SETTLEMENT

36.1 The objectives of these procedures are the avoidance and resolution of any dispute over matters covered by this Agreement. The avoidance and resolution of the dispute will be carried out by measures based on the provision of information, explanation, consultation, cooperation and negotiation.

36.2 While these dispute procedures are being followed, normal work will continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute will continue while these procedures are being followed. Where practicable, these dispute procedures will be completed within 21 days. No party to the dispute will be prejudiced as to the final settlement by the continuation of work.

36.3 For the purposes of these procedures the employee maybe represented by a nominated representative. This request must be made, in writing, to the Executive Director.

36.4 If there is a disagreement as to the interpretation or implementation of this Agreement, the following procedures will apply:

36.4.1 The matter is to be raised and discussed by a party to this Agreement with the immediate supervisor or the relevant senior manager (where appropriate) in the first instance without delay in an effort to resolve the matter promptly. Where the matter is raised by an employee they may be represented by a nominated representative. This discussion should commence within 24 hours and this process should not extend beyond seven days.

36.4.2 If the matter is not resolved as in Subclause 36.4.1, it will be referred to the Executive Director, Human Resources. The Executive Director, Human Resources will arrange a conference of the parties to the dispute to discuss the matter without delay in an effort to resolve the matter promptly. This process should not extend beyond a further seven (7) days.

36.4.3 If the matter remains unresolved, it may be referred by any of the parties to the dispute, to the FWA.

36.5 FWA is empowered by this Agreement to settle and determine any dispute over matters covered in this Agreement. The parties to the dispute will be bound by the determination of the FWA.

36.6 Where FWA determines that it has jurisdiction to arbitrate, FWA may resolve the dispute by the process of conciliation and/or arbitration. The parties to the dispute agree to be bound by the determination of FWA.

36.7 Where FWA arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009, as amended from time to time.

36.8 Where FWA determines that it does not have jurisdiction to arbitrate, the parties to the dispute agree to consider all recommendations made by FWA during conciliation, to resolve the dispute.

36.9 Nothing in this clause prevents the parties to the dispute to agreeing to refer an unresolved dispute to a person or body other than FWA for resolution, in which case the parties to the dispute agree to be bound by any recommendation made to resolve the dispute.

37. GRIEVANCE PROCEDURES

37.1 Introduction

37.1.1 Development of Procedures

The University has developed procedures for the resolution of complaints, grievances, or problems, raised by employees related to human resource management and employment related matters. These procedures emphasise a collegial approach to grievance resolution through informal facilitation and mediation, and are designed to lead to a prompt resolution of difficult problems. The University and employee/s concerned are entitled to fair treatment in relation to these procedures.

37.1.2 General Provisions

37.1.2.1 These grievance procedures are governed by the following principles:

- Grievance procedures will not be used to challenge decisions of the Council, or procedures required by industrial legislation or regulations;
- Where a grievance arises as a result of a University decision, the University will, where possible, refrain from the activity, during the period taken up by discussion under these procedures which will be completed within 21 days, where practicable. Additionally, the *status quo* of the employee concerned will, where possible, remain unchanged in all other aspects.
- Where the employee or their nominated representative, and the Executive Director agree, the time-limits set out in these provisions may be extended and/or the grievance process may begin at the Second Level of these procedures;
- Where two or more employees believe they have an identical or common problem, they may take action together and the matter will be dealt with as a single grievance;
- A matter raised within these procedures may be withdrawn by the employee or their nominated representative, at any stage during these procedures by notice in writing, to the Executive Director;
- Offers of compromise as well as agreements reached during these grievance procedures will not constitute precedents in regard to similar grievances, and are without prejudice to positions taken in similar circumstances or more general issues.

37.1.3 Procedures

37.1.3.1 First Level: Facilitation

(a) When an employee wishes to raise a grievance with the University within these procedures, that employee must initially attempt to resolve the grievance through discussions with the other party or parties involved in the grievance process.

(b) The employee must also verbally advise the employee's immediate supervisor of the situation. However, where the employee claims to have been aggrieved by the employee's immediate supervisor, the employee may instead inform the supervisor's immediate superior, if the employee feels unable to approach the immediate supervisor on the grievance issue.

(c) The person with whom the grievance is raised will make a full verbal response to the employee no later than five working days, where practicable, from the date the matter is raised.

(d) The relevant supervisor must ensure the matter proceeds in accordance with the time frames stated in these procedures. The employee may be assisted by a nominated representative in preparing for, and participating in, these procedures.

37.1.3.2 Second Level: Mediation

(a) If the employee is dissatisfied with the reply (or if there was not a timely reply at the First Level), the employee, or their nominated representative, must advise the Executive Director of the unresolved grievance.

(b) At the request of the parties involved in the grievance process or at the discretion of the Executive Director, the Executive Director will arrange a mediation of the grievance with the aggrieved person or persons by independent and neutral mediators within five (5) working days where practicable.

(c) The Executive Director will ensure that all parties involved are fully informed of the grievance including the provision of any related written material(s).

37.1.3.3 Third Level: Referral to FWA

(a) Where the grievance remains unresolved after five (5) working days, or as soon as practicable, following the conclusion of the mediation either party to the grievance process may refer the matter to FWA.

(b) All recommendations made by FWA will be binding on the parties involved in the grievance process and will constitute a settlement of the matter.

PART 8 – SALARIES, CLASSIFICATIONS AND RELATED MATTERS

38. SALARIES AND CLASSIFICATIONS

38.1 Salary Offer

The salary increase made in this Agreement has been arrived at from a careful and detailed assessment of the University's financial position. In addition to the 3.5% administrative salary increase effective from 6 June 2009 and the 2% administrative salary increase effective from 5 June 2010 further salary increases are as follows:

- a 2% salary increase effective from 4 December 2010
- a 2% salary increase effective from 4 June 2011
- a 2% salary increase effective from 17 December 2011
- a 4.5% salary increase effective from 2 June 2012
- a 5% salary increase effective from 1 June 2013

38.2 Minimum Salary Rates and Position Classification Standards

38.2.1 The minimum salary rates are set out in Schedules A–E. The position classification standards applicable to employees covered by this Agreement are the existing position classification standards for Academic, Foundation/UniPrep teaching, English Language teaching and professional employees as at 18 June 2010. These position classification standards form part of this Agreement and are located in Human Resources Policies and Procedures.

38.2.2 An employee must not refuse to perform duties reasonably required by the University, consistent with the employee's classification and constituting duties which the employee is competent to perform.

38.3 Apprentices Employed by the University

38.3.1 An apprentice employed by the University will be paid at a percentage of USQ Level 3, Step 1 as in Schedule D - Professional Employee Salaries, according to year of apprenticeship, as follows:

Apprenticeship	Percentage of USQ Level 3, Step 1
1st Year	40%
2nd Year	55%
3rd Year	75%
4th Year	90%

38.3.2 An apprentice entering their indentures after the age of 21 years will be paid commencing at USQ Level 2, Step 1 as in Schedule D - Professional Employee Salaries, for the term of their indenture.

38.4 Salary Packaging

38.4.1 Financial Advice

38.4.1.1 Whilst this sub-clause facilitates access by employees to salary packaging/superannuation, the actual decision to package any element of their gross salary will be a personal decision made by the employee.

38.4.1.2 All employees are strongly advised to seek independent financial advice prior to entering into a salary packaging arrangement and must sign a declaration to this effect prior to the commencement of such an arrangement. The University will accept no liability whatsoever in respect of any salary packaging arrangement undertaken by an employee.

38.4.2 Superannuation

38.4.2.1 All employees will be eligible to sacrifice a cash component of their gross salary towards superannuation.

38.4.2.2 The amount of salary sacrificed in this way will be the actual employee contribution, plus any amount necessary to cover the taxation on the contribution (currently 15%). The taxation and fee will be paid by the employee out of their gross salary.

38.4.2.3 Before tax voluntary contributions may also be made in addition to the compulsory member contribution.

38.4.2.4 An employee may cease packaging their superannuation benefit with one month's notice in writing to the Executive Director.

38.4.3 Other

38.4.3.1 All employees will be eligible to sacrifice a cash component of their gross salary in order to 'package' remuneration benefits nominated from a range approved by the University. Such packaging arrangements may be provided by an external salary packaging provider as determined by the University from time to time. Any costs incurred in such salary packaging arrangements will be the employee's responsibility.

38.4.3.2 Salary Packaging arrangements are in accordance with the procedures in Human Resources Policies and Procedures, and these procedures will not be changed without consultation with employees and the Unions through the Staff Consultative Committee.

38.5 Superannuation Arrangements

38.5.1 The University will continue to exclusively utilise the superannuation providers used by the University as at the date of the approval of this Agreement.

38.5.2 The University will make and maintain for all eligible and new employees the relevant level of contributions in effect for the UniSuper scheme as at the date of approval of this Agreement for the life of this Agreement, except in the following cases:

(a) for existing employees who retained membership of QSuper, the University will make and maintain contributions to the QSuper superannuation scheme at the relevant level of contribution in effect as at the date of approval of this Agreement for the life of this Agreement; and

(b) where access to full employer contributions is widened pursuant to 38.5.4.

38.5.3 During the life of this Agreement, the University will consult should any amendments occur to relevant legislation or to the Trust Deeds of the relevant funds which impact upon the funds. Consultation will occur with affected employees, their nominated representative and the Unions through the Staff Consultative Committee prior to any changes being made.

38.5.4 The University will pursue a relaxation of the UniSuper Deed of Covenant to enable those employees on fixed-term appointments of 12 months or more to be eligible for UniSuper membership and entitlements and to have the option of contributing to UniSuper at the appropriate rate.

39. ALLOWANCES

Allowance types, applications and descriptions, and current rates to be paid are specified in Schedule F - Allowances.

40. CLASSIFICATION OF PROFESSIONAL EMPLOYEES AND MANAGERIAL POSITIONS

40.1 Classification levels for Professional Employee positions and Senior Managerial positions at the University will be assessed using a point's factor evaluation system (USQ Job Evaluation Management System (JEMS)) by trained evaluators and outlined in the USQ JEMS.

40.2 The University has introduced a linked classification program for professional employees, which recognises that duties and responsibilities of specific positions, may on occasion, extend beyond one classification level. The linked classification program considers the organisational requirements of specific positions and provides professional employees with the opportunity for further development and extended career and salary progression through the identification of increased knowledge, skills and abilities.

PART 9 – WORK ALLOCATION, HOURS OF WORK, REST PAUSES, MEAL BREAKS, OVERTIME, SHIFT WORK

41. WORK ALLOCATION

41.1 The University is committed to providing for all employees a stimulating, supportive and safe work environment. The equitable and transparent distribution of work allocations among employees and ensuring work allocations are fair and reasonable are fundamental to this commitment. Supervisors and managers will:

- take all reasonable steps to ensure that employees do not work unreasonable or excessive hours;
- consult with employees in planning and reviewing annual work allocations;
- recognise the importance of a balance between working life and family/social responsibilities;
- provide reasonable funds for employee development activities to ensure access by all employees and in recognition of the importance of ongoing employee development for individual and organisational growth; and
- ensure that employees can take annual leave and long service leave in a timely manner so that employees have adequate breaks from work.

41.2 An employee, or their nominated representative, can bring concerns about their work allocation to the Executive Director for consideration.

41.3 The USQ Work Allocation Policy provides further details and guidance for supervisors and employee in relation to the application of this clause. The Policy will not be changed without consultation with employees and the Unions through the Staff Consultative Committee.

41.4 Professional Employee Work Allocation

41.4.1 Professional employees will be allocated a work allocation that is manageable within the ordinary hours of work (36 hours per week) and will not be required to work excessive overtime. No employee will be required to work extended or continuous periods of overtime as a pattern of work allocation.

41.4.2 Managers and supervisors, when determining work allocations for professional employees, must consider the operational requirements of the work area in addition to a number of factors, including but not limited to, the ordinary hours of work, the span of hours, rest pauses, meal breaks, overtime, time off in lieu arrangements and leave arrangements.

41.5 Academic Employee Work Allocation

41.5.1 Academic work allocation encompasses activities in any or all of the following three areas: teaching and teaching related activities; research and scholarship; and service to the University, community and profession.

41.5.2 Each Faculty has a Work Allocation Model that recognises the nature of the academic work within the Faculty and covers the factors listed in the *USQ Work Allocation Guidelines for Academic Employees.* Standards for reasonable work allocations are prescribed in the *USQ Work Allocation Guidelines for Academic Employees* as at 18 June 2010. The Work Allocation Guidelines for Academic Employees can be found in Human Resources Policies and Procedures. Non-Faculty academic departments are also required to have a Work Allocation Model which recognises the nature of academic work and the factors listed in the Work Allocation Guidelines for Academic Employees. There is an expectation that the Work Allocation Model will be reviewed periodically to ensure that the Model meets the needs of the Faculty/Department and academic employees in the Faculty/Department.

41.5.3 The Faculty Work Allocation Model will be developed or reviewed in consultation with the staff in the Faculty/Department. The consultation will include a meeting to which all academic employees are invited, but is not confined to this. An employee may be assisted by a nominated representative during this consultation process.

41.5.4 Each Faculty's Work Allocation Model will include a Faculty mechanism for work allocation based upon the standard for reasonable work allocation prescribed in the *USQ Work Allocation Guidelines for Academic Employees* as at 18 June 2010.

41.5.5 Copies of the Work Allocation Model are to be provided to the Staff Consultative Committee on a regular basis. The Staff Consultative Committee may seek further information and clarification in relation to the Model and can provide comments and advice to Faculties/Departments about the Model.

41.5.6 Individual work allocations will be determined in consultation with the employee's manager/supervisor (or equivalent) and will be transparent, equitable and consistent with the work allocation model of the Faculty/Department. To ensure that the work expected and required of academic staff is fair and reasonable, the work allocation across the three areas for individual academic employees will not exceed the standards of reasonable work allocations prescribed in the *USQ Work Allocation Guidelines for Academic Employees* as at 18 June 2010.

41.6 Work Allocation Disputes

41.6.1 An employee(s) should raise any concerns regarding work allocation/s with their supervisor. Options and strategies to address the work allocation concerns can be discussed and where agreed, implemented and monitored. Where discussions with the supervisor fail to resolve work allocation concerns, the employee/s, or their nominated representative, may seek a review of the work allocation.

41.6.2 The employee(s), or their nominated representative, will raise the concerns regarding work allocation with the Dean/Manager. The Dean/Manager, having regard to the relevant guidelines and standards, will review the concerns in consultation with the employee(s), their nominated representative, and their supervisor(s). Where a meeting is held with the Dean/Manager to discuss the concerns, the employee may be assisted by their nominated representative.

41.6.3 Where the work allocation concerns remain unresolved, an employee(s), or their nominated representative, can make a case in writing to a Work Allocation Review Panel, comprising the Executive Director, and an employee nominated by the employee representatives on the Staff Consultative Committee for a review of the work allocation.

41.6.4 The review will be conducted expeditiously, having access to all relevant information, and records and have regard to the relevant guidelines and standards. The Panel will consult with the employee(s), and their nominated

representative, and relevant supervisors. Where a meeting is held with the Dean/Manager to discuss the concerns, the employee may be assisted by their nominated representative.

41.6.5 The Panel will provide a work allocation review report on whether or not the work allocation(s) of the employee(s) are reasonable and equitable and whether or not the relevant principles and standards of this Agreement and the Work Allocation Policy have been followed. The report will, where necessary, make recommendations to the Dean/Manager to ensure the relevant principles and standards are appropriately applied and that work allocations are reasonable and equitable. The Dean/Manager will liaise with the supervisor to ensure any recommendations are implemented.

42. HOURS OF WORK (PROFESSIONAL EMPLOYEES)

42.1 The ordinary hours of work for professional employees will be 36 hours each week, to be worked within a work cycle not exceeding seven (7) consecutive days.

42.1.1 These ordinary hours may be worked on any consecutive days in the week, Monday to Sunday inclusive, subject to the following:

(a) Ordinary hours are to be worked between 6:00am and 10:00pm.

(b) The ordinary hours of work will not exceed 10 hours on any one day.

(c) The number of days worked in a seven day cycle will not normally exceed five (5).

(d) Ordinary hours worked on a weekend will be paid as follows:

(i) All time worked on a Saturday will be paid at 150% of the ordinary rate;
(ii) All time worked on a Sunday will be paid at 200% of the ordinary rate.

(e) All time worked on a gazetted public holiday will be paid at 250% of the ordinary rate.

(f) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours, will be subject to agreement between the University and the majority of employees concerned.

(g) Employees may, at their own initiative, request to have their ordinary hours of work varied by mutual agreement between the employee and the delegated officer. The ordinary hours worked under this variable agreement, may, by agreement be paid at the ordinary rate. Any request must be forwarded to the Executive Director for approval prior to implementation.

(h) Employees may have their starting and ceasing times altered by mutual agreement between the employee and the delegated officer.

43. HOURS OF WORK (FOUNDATION / UNIPREP AND / OR ENGLISH LANGUAGE TEACHING EMPLOYEES)

43.1 The ordinary hours of work for a full-time Foundation/Uniprep and/or English Language Teaching employee will be under existing University practices and the following will apply:

43.1.1 A Foundation/Uniprep and/or English Language teaching employee will not normally be required to:

- undertake more than 18 contact hours each week;
- undertake more than five and a half (5.5) contact hours in any one day;
- take evening or weekend classes or formally organised evening or weekend excursions unless by mutual agreement with the delegated officer;
- undertake contact hours for more than 40 weeks each annum unless by mutual agreement with the delegated officer; or
- be involved in more than two student activities (maximum three (3) hours duration each activity each day) in any

course period, unless variation to this arrangement is made by mutual agreement.

43.1.2 The ratio of teachers to students in NEAS accredited courses will average 1 to 15, with a maximum of 18 in student visa classes (as per NEAS accreditation requirements).

43.1.3 The ratio of teachers to students in other classes will, as far as possible, follow NEAS accreditation requirements.

44. PRINCIPLES OF ACADEMIC EMPLOYEE AVAILABILITY

44.1 To achieve its mission the University will endeavour to provide the facilities and services necessary for academic employees to fulfil their responsibilities of teaching, research, scholarship and service. Further, the University will also endeavour to provide efficient support services, adequate office space, and high quality technical systems to assist academic employees.

44.2 It is reasonable to expect that academic employees will spend most of their working time at their designated workplace, to ensure that the needs of the University community, including the requirement for ready access to academics by internal and external students, are effectively met.

44.2.1 Deans and heads of departments/disciplines/schools can expect academic employees to be available for consultation and meetings concerned with teaching, research and organisation.

44.3 The University also recognises that academic employees require periods away from their designated workplace for many reasons including research, attendance at conferences, and consultation with government, industry, commerce and community.

44.4 While travel and off-campus work are normal expectations for many academic employees, the University itself will remain the focal point of each academic employee's professional life.

44.5 An academic employee may help to ensure the needs of students and the University are met, by reserving significant periods of time for student consultation. Availability for consultation with students should include, as appropriate, face to face meetings and the efficient and timely use of communication technology which may include e-mail, facsimile, and telephones, for distance education students. The academic employee's availability for student consultation is to be advised to the employee's supervisor and students, and adhered to.

44.6 It is the academic employee's obligation to regularly advise their supervisor of their on-campus and off-campus work program and activities.

45. REST PAUSES AND MEAL BREAKS (PROFESSIONAL EMPLOYEES)

45.1 Rest Pauses

45.1.1 A professional employee who works in excess of four hours each day (excluding Residential Colleges) will be allowed one rest pause of 20 minutes duration in the first half of the working day.

45.1.2 A professional employee who works in excess of three (3) hours each day in Residential Colleges will be allowed one rest pause of 20 minutes duration in the first half of the working day.

45.1.3 Rest pauses are to be taken at a time convenient to the University.

45.2 Meal Breaks

An employee is entitled to a daily meal break of between 30 minutes and 60 minutes, to be taken not earlier than three hours and not later than six hours from commencement of duty. This meal break will not count as working time.

46. OVERTIME (PROFESSIONAL EMPLOYEES)

46.1 An employee may be required to work reasonable overtime.

46.2 Overtime is the time an employee works in excess of:

- 10 hours in a single work period; or
- 40 hours in a seven day work cycle.

46.3 A professional employee at or below USQ Level 7, will be eligible for payment for overtime worked, as follows:

46.3.1 All overtime worked between seven and 10 hours in a single work period, or between 36 and 40 hours in a work cycle, will be paid at the employee's ordinary rates; after that all work on a Monday to Saturday will be paid at 'overtime rates' as follows:

(a) 150% of the ordinary rate for the first three hours; and
(b) 200% of the ordinary rate, thereafter.

46.3.2 All overtime worked on a Sunday will be paid at 200% of the ordinary rate.

46.3.3 All overtime worked on a gazetted public holiday will be paid at 250% of the ordinary rate.

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

46.3.5 An employee not provided with a 10 hour break will be paid at 200% of the employee's ordinary rate of pay for all time worked until a break of not less than 10 hours has been received.

46.3.6 Clause 46.3.4 and 46.3.5 do not apply to an employee called out to work after the ordinary ceasing time where the actual time worked on the call out is less than three (3) hours.

46.3.7 All ordinary time worked on the sessional employee's and continuing fractional employee's (Residential Colleges only) rostered day off, will be paid at 150% for the first seven and a half (7½) hours and 200% thereafter; except on Sunday which will have all time paid at 200% and gazetted Public Holidays which will have all time paid at 250%.

46.4 Time Off in Lieu

46.4.1 A professional employee up to and including USQ Level 10, may take time off in lieu of overtime worked, at a mutually agreed time.

46.4.2 Time off in lieu is calculated on an hour for hour basis.

46.4.3 No more than the equivalent of 36 hours of time in lieu of overtime may be accrued within a six month period.

46.4.4 The supervisor will ensure an employee has reasonable opportunity to take time off in lieu owing.

46.4.5 In exceptional circumstances, an employee's time off in lieu may exceed 36 hours with the prior approval of the Executive Director. In the event that an employee is unable to avail themselves of the leave within 6 months from its accrual, application can be made to the Executive Director for the balance to be paid out on an hour for hour basis.

46.5 Meal Allowance

46.5.1 Where less than one work period of notice has been given and the employee is directed to work in excess of one (1) hour after the employee's normal ceasing time, a meal allowance will be paid.

46.5.2 The meal allowance will be at the rate shown in Schedule F - Allowances.

46.5.3 A paid meal break of 30 minutes duration will be allowed between the 11th and 12th hour of commencing duty.

46.6 On Call and Call Out Arrangements

46.6.1 **On-call** is an allowance paid to an employee who is rostered for call-out standby. The call-out roster is for emergency return to work outside of the employee's ordinary ceasing time. An employee receiving an on-call allowance is required to be contactable and available for duty at all times.

On Call rates will be paid in accordance with Schedule F - Allowances.

46.6.2 Call-out

46.6.2.1 Remote

46.6.2.1.1 Applies to employees required to be called-out via remote access including, but not limited to, telephone, modem or personal computer.

46.6.2.1.2 Where a remote call out occurs after the employee's ordinary ceasing time, the employee will be entitled to a minimum of two (2) hours at call out rates.

46.6.2.1.3 Call out remote rates for employees at USQ Level 1 – 10 will be paid at 150% of the ordinary rate for the first two (2) hours, and 200% of the ordinary rate to be paid thereafter. All call outs on a gazetted public holiday will be paid at 250% of the ordinary rate.

46.6.2.2 Attend Work

46.6.2.2.1 Applies to employees rostered and required to be called-out and remain within an operationally reasonable travel time to the work location.

46.6.2.2.2 Where an employee is called out to the University after the employee's ordinary ceasing time, the employee will be entitled to a minimum of two (2) hours at call out rates.

46.6.2.2.3 Call out rates for employees at USQ Level 1 – 10 will be paid at 150% of the ordinary rate for the first two (2) hours, and 200% of the ordinary rate to be paid thereafter. All call outs on a gazetted public holiday will be paid at 250% of the ordinary rate.

46.6.3 Nothing in this clause restricts the use of time off in lieu of overtime as provided for in this Agreement.

46.6.4 Where the employee is required to be on call and paid for the aforementioned allowance, there is no entitlement in respect of each subsequent call out on the same day for 46.6.2.1 and 46.6.2.2 if the call out (or call outs) fall within the original period of time for which payment is made.

47. SHIFT WORK (PROFESSIONAL EMPLOYEES)

47.1 An employee who works an approved shift work roster will be paid a shift allowance of 15% of the ordinary rate for the work period of the shift.

47.2 Definitions

47.2.1 **Night shift** means a consistently rostered work period of not less than five hours which begins before 10.00pm and finishes after 10.00pm, and is authorised by the delegated officer.

47.2.2 **Morning shift** means a consistently rostered work period of not less than five hours which begins before 6.00am and finishes after 6.00am, and is authorised by the delegated officer.

PART 10 - LEAVE OF ABSENCE

48. ANNUAL LEAVE

48.1 General Conditions

48.1.1 An employee (excluding casuals) is entitled to twenty (20) days annual leave on ordinary rates for each continuous year of service, or on a proportional basis for any period of service which is less than twelve (12) months.

48.1.2 Annual leave will be exclusive of any gazetted public holiday which may occur during the period of leave.

48.1.3 An employee will be paid annual leave loading (17.5% of salary for the period of leave accrued during that year). The annual leave loading is calculated on the ordinary salary rate of payment applicable at the time of payment.

48.1.4 An employee receiving a higher duties allowance will be entitled to annual leave at their current rate of pay at the time of taking the leave.

48.1.5 An employee who becomes ill during a period of annual leave may claim personal leave instead of annual leave for the period of the illness that is more than three days. The employee must provide a certificate from a qualified medical practitioner for the period of the illness if that period is for more than three (3) days. Annual leave may then be extended or re-credited by the same period.

48.1.6 Upon ceasing employment at the University an employee will be paid the cash equivalent of pro rata annual leave and accumulated annual leave loading due.

48.1.7 All annual leave accrued by fixed term employees will be taken by the employee during the term of the appointment. Where there has been no opportunity to take the annual leave, the entitlement will be paid on completion of the appointment.

48.1.8 The University will monitor annual leave accruals and supervisors must encourage employees to take at least one period of annual leave of ten (10) days duration each year. Supervisors have an obligation to ensure that staff have the capacity to take at least ten (10) days annual leave each year.

48.1.9 The University will advise an employee of their annual leave accrual, where the employee has accumulated an entitlement of more than thirty (30) days annual leave. Discussions will occur between the employee and their supervisor regarding their leave accumulation and their intention to take a period of leave.

48.1.10 Following these discussions, where an employee has accumulated forty (40) days annual leave, the University may direct the employee, in writing, to take up to twenty (20) days accumulated annual leave; or the employee may, with the University's agreement, elect to take a money equivalent of the annual leave accumulated over twenty (20) days. Where an employee elects to take a money equivalent, the employee must also submit a supporting absence request to take a period of annual leave in addition to the money equivalent.

48.2 Annual Leave (Academic Employees)

48.2.1 Academic employees are required to submit an annual leave plan and a supporting absence request for approval following individual work allocation discussions. The annual leave plan is to be submitted within two (2) weeks of individual work allocation discussions occurring. The employee must submit an absence request two (2) weeks prior to the commencement of leave. Supervisors must ensure that an annual leave plan is received within two (2) weeks of individual work allocation discussions and that an absence request is submitted by an employee prior to the commencement of the leave.

48.2.2 All annual leave must be taken in accordance with the approved annual leave plan and the absence request. However, an academic employee may seek approval from the supervisor to vary the annual leave plan and the absence request and approval to vary the plan will not be unreasonably withheld.

48.3 End of Year Closure (Academic and Professional Employees)

48.3.1 During closure of the University between 25 December and 1 January in the following year inclusive, employees (excluding those directed to work) will be required to utilise annual leave entitlements as follows:

- 2 days in 2010
- 1 day in 2011

48.3.2 From 2012 onwards, the University will not require an employee to utilise annual leave entitlements during the end of year closure period. From 2012 onwards, End of Year Closure Arrangements will be managed in accordance with Human Resources Policies and Procedures.

49. PERSONAL LEAVE

49.1 An employee (excluding casuals) is entitled to personal leave at the rate of 10 working days on ordinary rates for each year of service. Personal leave will be cumulative and in advance during the first year of service.

49.2 An employee absent through personal illness or injury will advise their Supervisor as soon as practicable. Applications for a period of sick leave longer than three (3) days, must be accompanied by a registered medical practitioners certificate.

49.3 When personal leave without pay is granted, the following conditions will apply:

49.3.1 A period of up to three (3) months will be recognised as service for the purpose of calculating entitlements to long service leave, annual leave and personal leave. Where the leave is in excess of three (3) months, the employee's increment date will be adjusted by a period equal to the period of leave in excess of three (3) months.

49.3.2 Personal leave will be inclusive of any gazetted public holiday which may occur during the period of leave.

49.4 Where an employee has drawn their full entitlement to paid personal leave, additional personal leave without pay may be granted in special circumstances, by the delegated officer.

49.5 Where an employee has a pattern of recurring absences of personal leave, the University will have the right to counsel the employee that for future absences the employee may require a medical certificate.

50. CARER'S LEAVE

50.1 Employees with responsibilities in relation to either members of their immediate family, or members of their household, who need their care and support will be entitled to three (3) days leave per calendar year (non cumulative) for absences to provide care and support for these persons when they are ill, injured or there is an unexpected emergency affecting their immediate family. Employees who commence employment throughout the calendar year, will be entitled to carers leave on a pro-rata basis, according to their commencement date.

50.2 Use of Personal Leave

50.2.1 Where an employee has utilised the three (3) day carers leave, an employee will be entitled to any personal leave entitlement for absences to provide care and support in relation to either members of their immediate family, or members of their household when these persons are ill, injured or there is an unexpected emergency affecting the member.

50.2.2 An employee will, if required, produce a medical certificate or statutory declaration stating the illness, injury or unexpected emergency.

50.2.3 Applications to use a period of personal leave of longer then three (3) days as carers leave, must be accompanied by a registered medical practitioner's certificate stating the illness or injury of the person concerned.

50.2.4 The employee will, wherever practicable, give the University notice prior to the absence; of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

50.2.5 If it is not practicable for the employee to give prior notice of absence, the employee will notify their supervisor of such absence as soon as is practicable.

50.2.6 An employee may apply for Carer's Leave in accordance with the procedures contained in Human Resources Policies and Procedures, and these procedures will not be changed without consultation with employees or the Unions through the Staff Consultative Committee.

51. COMPASSIONATE LEAVE

51.1 Employees (excluding casuals) are entitled to paid leave of absence for a period of up to three (3) days per occasion, upon the death of a close relative, or where an employee's immediate family, or a member of the employees immediate family contracts or develops a personal illness that poses a serious threat to their life, or sustains a personal injury that poses a serious threat to their life.

51.2 Where an employee requires additional compassionate leave to fulfil cultural requirements or to travel interstate or overseas, paid special leave may be granted upon application to the Vice-Chancellor.

52. PARENTAL LEAVE

52.1 For the purpose of this clause an employee excludes casual employees.

52.2 Parental leave is leave associated with the birth or adoption of a child. Parental leave includes:

- maternity leave, (paid or unpaid) which is available only to an employee who is the child's birth mother;
- primary care-giver leave, which is available to an employee who is the child's primary care-giver and who is either the child's birth mother; or adoptive parent; or where both parents are University employees, the birth mother's partner.
- adoption leave, which is available to a employee who becomes the legal parent of a child and is the child's primary care-giver;
- partner leave, which is available to an employee who is not the child's primary care-giver but who is the partner of the birth mother of the child; or is an adoptive parent of the child.

52.3 Where the partner of the birth mother is also an employee of the University, the aggregate of any periods of parental leave cannot exceed 52 weeks. This excludes any periods of paid parental leave taken by the non-primary care giver. In addition to this:

(a) An employee is not entitled to take unpaid parental leave when his or her partner is on unpaid parental leave.

(b) If the employee contravenes sub-section (a), the period of unpaid parental leave that the employee is entitled to is reduced by the period of unpaid leave taken by his or her partner.

52.4 Maternity Leave

52.4.1 An employee with 12 months continuous service (as at the medically certified expected date of birth) who becomes pregnant will be entitled to 52 weeks leave of which a maximum of 14 weeks will be paid at the normal salary. In calculating an employee's normal salary the University will consider the employee's average service fraction for the preceding 12 month period.

52.4.2 An employee who becomes pregnant and does not have 12 months continuous service, will be entitled to a maximum of 26 weeks maternity leave without pay, of which not less than six weeks will be taken after the date of birth.

52.4.3 A casual employee with 12 months service is entitled to unpaid leave.

52.4.4 It is expected that an employee who accesses the period of paid maternity leave will return to the workplace for at least three months following the period of parental leave. Where this does not occur due to the resignation of the employee such monies may be required to be refunded to the University who may also deduct such amounts from any amounts owing to the employee upon their resignation.

52.5 Primary Care-Giver's Leave

52.5.1 A continuing or fixed term employee will be eligible for paid primary care-giver's leave

(a) if she is the birth mother of the child; or
(b) he or she is the partner of the birth mother who is a University employee; or
(c) he or she is the adoptive parent of the child; and

- he or she has been continuously employed by the University for 12 months at the commencement of the period of maternity leave; and
- he or she will be the primary care-giver for the child for the duration of the period of the primary care-giver's leave.

52.5.2 An employee is entitled to six (6) weeks' primary care-givers leave to be taken immediately following any maternity, partner or adoption leave taken in relation to the child. A further six (6) weeks of paid leave can be accessed by an eligible employee for the same child which may be taken at a time agreed with the employee's supervisor, up to the child's second birthday. Where both parents are University employees, the periods of paid leave cannot be taken at the same time.

52.6 Partner Leave

52.6.1 An employee who is a father of, or who accepts the responsibility for the care and maintenance of an expected or newly born child, is entitled to partner leave.

52.6.2 An employee with 12 months continuous service will be entitled to up to 52 weeks partner leave, of which two weeks are at normal salary. The two weeks at normal salary may be taken in separate periods of no less than one day.

52.6.3 The paid leave is to be taken during the period commencing one week prior to the expected date of birth to no less than five weeks after the date of birth.

52.6.4 The unpaid component of up to 50 weeks cannot be extended beyond the child's first birthday.

52.7 Adoption Leave

52.7.1 An employee with 12 months continuous service, who assumes the principal role of providing care for an adopted child, is entitled to a period of 52 weeks leave, of which up to 14 weeks of unbroken leave will be taken at normal salary.

52.7.2 The 14 weeks of paid leave will be taken at the time of the placement of the child.

52.7.3 An employee who is seeking to adopt a child is entitled to up to two (2) days unpaid leave to attend compulsory interviews or examinations as part of the adoption procedure.

52.8 General Conditions Relating to Parental Leave

52.8.1 Periods of approved parental leave will not break the continuity of service of an employee. However, leave entitlements and other benefits will be limited as follows:

(a) Periods of paid parental leave will count as continuous service for all purposes.
(b) Periods of unpaid parental leave will not count as continuous service for the purpose of annual leave, personal leave, long service leave, incremental progression and superannuation.

52.8.2 An employee returning to work after parental leave will be entitled to be employed in:

(a) the position, salary and classification level held by the employee immediately before starting parental leave; or
(b) if the employee worked on a fractional basis because of the pregnancy before starting maternity leave – the position held by the employee immediately before starting fractional employment;
(c) if the employee was transferred to a safe job before starting maternity leave – the position held by the employee immediately before the transfer.

52.8.3 Where significant changes to the role or duties of the position occur during the employee's absence on parental leave, the employee will be consulted prior to the implementation of such changes.

52.8.4 An employee returning to work after parental leave may return on either a full-time or fractional basis, subject to the operational needs of the workplace and the mutual agreement of the delegated officer and the employee:

(a) Where the employee returns on a fractional basis, salary and entitlements will be adjusted accordingly.
(b) Any period of fractional employment will initially be approved for a maximum period of two (2) years from the return to work date.
(c) Within six (6) weeks prior to the expiry of the fractional employment agreement the arrangement will be reviewed taking into account the organisational needs of the University and the family responsibilities of the employee. At this time the fractional arrangement may be:

(i) confirmed on a continuing basis; or

(ii) extended (subject to further reviews to be conducted at least annually); or

(iii) ceased.

Such determination is to be made at the University's discretion.

52.9 Special provisions for exceptional circumstances

52.9.1 Maternity Leave

52.9.1.1 In cases where:

- the employee suffers illness related to her pregnancy; or
- the employee's pregnancy terminates before the expected date of birth, other than by the birth of a living child; or
- the death of the employee's child occurs within 12 months from birth or placement,

special maternity leave will be provided in accordance with the procedures contained in Human Resources Policies and Procedures, and these procedures will not be changed without consultation with employees or the Unions through the Staff Consultative Committee.

52.9.1.2 **Where an employee suffers illness related to pregnancy,** for as long as a doctor certifies it to be necessary, or for the period granted by the Vice-Chancellor in relation to special leave, the employee is entitled to apply for the following types of leave:

(a) paid personal leave, either instead of, or as well as, special maternity leave; and/or

(b) unpaid leave (**"special maternity leave"**) and/or

(c) paid special leave

52.9.1.3 Where a pregnancy terminates in other than the birth of a living child or where the child dies during the period of paid maternity leave, the employee will continue to be entitled to apply for:

(a) paid special leave; and

(b) resume work at a time mutually agreed between the University and the employee which will not exceed five (5) weeks from the date of notice in writing by the employee to the University that he/she desires to resume work.

In considering applications for paid special leave, the Vice-Chancellor will take into account the period of maternity leave entitlement.

52.9.2 Adoption Leave

An employee who is seeking to adopt a child is entitled to up to two (2) days unpaid leave to attend compulsory interviews or examinations as part of the adoption procedure.

53. LONG SERVICE LEAVE

53.1 An employee will be entitled to long service leave after completing 10 years of continuous paid service. Long service leave will accrue at the rate of 1.3 weeks for each year of continuous service and on a pro rata basis for an incomplete year.

53.2 An employee eligible for long service leave will be entitled to payment in lieu of long service leave, on resignation, or retirement, or to the estate in the event of death of the employee.

53.3 An employee may on written request take the leave wholly or in part, with a minimum of two (2) weeks being taken. However, one (1) week may be taken in exceptional circumstances. An employee may also, subject to operational requirements of the University, apply to take extended leave on pro-rata pay (instead of a shorter period on full pay).

53.4 An employee will be granted long service leave at the time of their choosing provided they have given six (6) months notice, in writing. Where an employee gives less than six (6) months notice, the request will normally be accommodated. However, where there is mutual agreement between the employee and the delegated officer, notice of leave may be waived.

53.5 Where an employee has accrued an entitlement of 18 weeks long service leave the Vice-Chancellor may direct the employee, in writing, to take a minimum of five weeks leave within the following 12 month period; or the employee may elect to take a money equivalent of a minimum of five weeks entitlement for the leave accrued in excess of 13 weeks.

54. TRANSFER OF LEAVE CREDIT

54.1 The University will facilitate the recruitment of employees from Australian Universities through recognising for the purpose of calculating long service leave, the period of service with the releasing University for which the employee has received neither long service leave nor payment in lieu of long service leave.

55. JURY SERVICE AND COURT ATTENDANCE

55.1 An employee required to perform jury service or attend court as a witness will be granted leave without pay, upon production of a certificate from the Sheriff's Office indicating attendance; and where payment is received by the employee for Jury Service and/or Witness duty, and is paid to the University, leave with pay will be granted.

56. LEAVE OF ABSENCE TO ATTEND CAMPS, CLASSES OR COURSES OF INSTRUCTION OF THE RESERVE FORCES

An employee who is a member of the Defence Reserve Forces will be entitled to leave on full pay, for the purpose of attending an annual training camp of up to 16 calendar days duration or up to 18 days where certified by the relevant Commanding Officer.

57. TRADE UNION TRAINING LEAVE

An employee may be granted up to five working days leave on ordinary rates each calendar year (noncumulative), to attend trade union training courses and seminars provided that the University is not involved in any other costs except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the

employee.

58. SPECIAL LEAVE

Where an employee has exhausted their entitlements to paid leave, a further period of paid or unpaid special leave may be granted upon application to the relevant delegate.

59. EFFECT OF UNPAID LEAVE AND OTHER ENTITLEMENTS

59.1.1 Unpaid leave up to a period of 10 working days will be recognised as service, for the purpose of calculating eligibility for long service leave, annual leave and personal leave. Periods in excess of 10 working days will not be recognised as service for leave purposes.

59.1.2 For a period of up to one (1) month, the employee's increment date will not be changed.

59.1.3 For a period of leave in excess of one (1) month, the employee's increment date will be adjusted by a period equal to the period of such leave.

SCHEDULE A - ACADEMIC EMPLOYEE SALARIES

SCHEDULE A1 - FULL-TIME ACADEMIC SALARIES

The minimum salary rates to be paid to academic employees are as follows:

Academic	Step	As at 06/06/09	As at 05/06/2010	As at 04/12/2010	As at 04/06/2011	As at 17/12/2011	As at 02/06/2012	As at 01/06/2013
		Fortnight $	Fortnight $	Fortnight $	Fortnight $	Fortnight $	Fortnight $	Fortnight $
Level A	**1**	1,864.65	1,901.94	1,939.98	1,978.78	2,018.36	2,109.19	2,214.65
	2	1,965.82	2,005.14	2,045.24	2,086.14	2,127.86	2,223.61	2,334.79
	3	2,067.84	2,109.20	2,151.38	2,194.41	2,238.30	2,339.02	2,455.97
	4	2,169.88	2,213.28	2,257.55	2,302.70	2,348.75	2,454.44	2,577.16
	5	2,252.89	2,297.95	2,343.91	2,390.79	2,438.61	2,548.35	2,675.77
*	**6**	2,335.75	2,382.47	2,430.12	2,478.72	2,528.29	2,642.06	2,774.16
	7	2,418.66	2,467.03	2,516.37	2,566.70	2,618.03	2,735.84	2,872.63
	8	2,501.53	2,551.56	2,602.59	2,654.64	2,707.73	2,829.58	2,971.06
Level B	**1**	2,629.14	2,681.72	2,735.35	2,790.06	2,845.86	2,973.92	3,122.62
	2	2,724.88	2,779.38	2,834.97	2,891.67	2,949.50	3,082.23	3,236.34
	3	2,820.42	2,876.83	2,934.37	2,993.06	3,052.92	3,190.30	3,349.82
	4	2,916.22	2,974.54	3,034.03	3,094.71	3,156.60	3,298.65	3,463.58
	5	3,011.82	3,072.06	3,133.50	3,196.17	3,260.09	3,406.79	3,577.13
	6	3,107.55	3,169.70	3,233.09	3,297.75	3,363.71	3,515.08	3,690.83
Level C	**1**	3,203.16	3,267.22	3,332.56	3,399.21	3,467.19	3,623.21	3,804.37
	2	3,298.88	3,364.86	3,432.16	3,500.80	3,570.82	3,731.51	3,918.09
	3	3,394.48	3,462.37	3,531.62	3,602.25	3,674.30	3,839.64	4,031.62
	4	3,490.20	3,560.00	3,631.20	3,703.82	3,777.90	3,947.91	4,145.31
	5	3,585.76	3,657.48	3,730.63	3,805.24	3,881.34	4,056.00	4,258.80
	6	3,681.55	3,755.18	3,830.28	3,906.89	3,985.03	4,164.36	4,372.58
Level D	**1**	3,840.97	3,917.79	3,996.15	4,076.07	4,157.59	4,344.68	4,561.91
	2	3,968.48	4,047.85	4,128.81	4,211.39	4,295.62	4,488.92	4,713.37
	3	4,096.03	4,177.95	4,261.51	4,346.74	4,433.67	4,633.19	4,864.85
	4	4,223.60	4,308.07	4,394.23	4,482.11	4,571.75	4,777.48	5,016.35
Level E	**1**	4,925.28	5,023.79	5,124.27	5,226.76	5,331.30	5,571.21	5,849.77

* Any Academic Level A required to carry out full course coordination duties as part of the employee's normal duties or who upon appointment holds, or during appointment gains, a relevant doctoral qualification, will be paid a salary at no lower than the Academic Level A, Step 6.

SCHEDULE B - CASUAL ACADEMIC SALARIES

All casual hourly rates for casual academic employees shown in the casual rates tables below and adjusted by this Agreement, are derived from the applicable academic fortnightly rates (from Schedule A) using the following formula:

- **Casual hourly rate** = $\frac{\text{(fortnightly salary)}}{\text{75 hours}}$ + loading %

The appropriate academic fortnightly rates used are indicated within the heading of each table.

Note: The '75 hours' from the formula (above) is used solely for the purposes of that calculation and is not intended to imply that a 75 hour fortnight is specified for academic employees.

B.1 LECTURING

B.1.1 A casual academic employee required to provide a formal lecture (or equivalent delivery through other than face-to-face teaching mode) of one hour's duration with directly associated non-contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation will be paid at a rate for each hour of lecture delivered, according to the following table:

B.1.2 Lectures		**Minimum salary per hour of lecture delivered (rates based upon Academic Level B, Step 2)**					
Type of lecturing and associated working time assumed	**As at 6/06/2009**	**As at 05/06/2010**	**As at 04/12/2010**	**As at 04/06/2011**	**As at 17/12/2011**	**As at 02/06/2012**	**As at 01/06/2013**
	$	**$**	**$**	**$**	**$**	**$**	**$**
Basic lecture (1 hour of delivery and 2 hours associated working time)	134.06	137.86	140.61	144.58	147.48	154.11	161.82
Developed lecture (1 hour of delivery and 3 hours associated working time)	178.75	183.81	187.49	192.78	196.63	205.48	215.76
Specialised lecture (1 hour of delivery and 4 hours associated working time)	223.44	229.76	234.36	240.97	245.79	256.85	269.70
Repeat lecture * (1 hour of delivery and 1 hour associated working time)	89.38	91.90	93.74	96.39	98.32	102.74	107.88

***** The hourly rate in a repeat lecture applies to a lecture in the same subject matter within a period of 7 days and any marking and student consultation reasonably contemporaneous with it.

B.2 TUTORING

A casual employee will be paid for each hour of formal tutoring (or equivalent delivery through other than face-to-face teaching mode) with directly associated non-contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation, at a rate according to the following tables:

B.2.1 Tutorials	**Minimum salary per hour of tutorial conducted (rates based on Academic Level A, Step 2)**						
Type Of Tutoring And Associated Working Time Assumed	**As at 6/06/2009**	**As at 05/06/2010**	**As at 04/12/2010**	**As at 04/06/2011**	**As at 17/12/2011**	**As at 02/06/2012**	**As at 01/06/2013**
	$	**$**	**$**	**$**	**$**	**$**	**$**
Tutorial (1 hour of delivery and 2 hours associated working time)	96.72	99.45	101.44	104.31	106.39	111.18	116.74
Repeat Tutorial * (1 hour of delivery and 1 hour associated working time)	64.48	66.30	67.63	69.54	70.93	74.12	77.83

B.2.2 Tutorials (with course coordination or doctoral qualification)	**Minimum salary per hour of tutorial conducted where the casual academic is required to carry out full course coordination duties as part of the employee's normal duties, or who upon appointment holds or during appointment gains relevant doctoral qualification (rates based on Academic Level A, Step 6)**						
Type Of Tutoring And Associated Working Time Assumed	**As at 6/06/2009**	**As at 05/06/2010**	**As at 04/12/2010**	**As at 04/06/2011**	**As at 17/12/2011**	**As at 02/06/2012**	**As at 01/06/2013**
	$	**$**	**$**	**$**	**$**	**$**	**$**
Tutorial (1 hour of delivery and 2 hours associated working time)	114.92	118.17	120.53	123.94	126.41	132.10	138.71
Repeat Tutorial * (1 hour of delivery and 1 hour associated working time)	76.61	78.78	80.36	82.62	84.28	88.07	92.47

***** The hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days and any marking and student consultation reasonably contemporaneous with it.

B.2.3 **Tutorial** means any education delivery described as a tutorial in a program or course outline, or in an official timetable issued by the University.

B.3 MUSICAL ACCOMPANYING WITH SPECIAL EDUCATIONAL SERVICE

The rate for musical accompanying with special educational service will be:

B.3.1 Musical accompanying with special educational service	**Minimum salary per hour of musical accompanying (rates are based on Academic Level A, Step 2)**						
	As at 6/06/2009	**As at 05/06/2010**	**As at 04/12/2010**	**As at 04/06/2011**	**As at 17/12/2011**	**As at 02/06/2012**	**As at 01/06/2013**
Music accompanying (1 hour of delivery and 1 hour preparation time)	64.48	66.30	67.63	69.54	70.93	74.12	77.83

B.3.2 Musical Accompanying with special educational service (with course coordination or doctoral qualification)	**Minimum salary per hour of music accompanying where the casual academic employee is required to carry out full course coordination duties as a part of the employee's normal duties, or who on appointment holds or during appointment gains a relevant doctoral qualification. (rates are based on Academic Level A, Step 6)**						
	As at 6/06/2009	**As at 05/06/2010**	**As at 04/12/2010**	**As at 04/06/2011**	**As at 17/12/2011**	**As at 02/06/2012**	**As at 01/06/2013**
Music accompanying (1 hour of delivery and 1 hour preparation time)	76.61	78.78	80.36	82.62	84.28	88.07	92.47

B.3.3 **Musical accompanying with special educational service** means the provision of musical accompaniment to one or more students or employees in the course of teaching by another academic employee in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

B.4 UNDERGRADUATE CLINICAL NURSE EDUCATION

For undergraduate clinical nurse education the academic employee will be paid for each hour of clinical education delivered, as well as either 30 minutes or one hour of directly associated non-contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation for each hour of clinical education delivered, according to the following table:

B.4.1 Undergraduate Clinical Nurse Education	**Minimum Salary Per Hour Of Clinical Nurse Education Delivered (rates based on Academic Level A, Step 2)**						
Type of clinical education and associated working time assumed	**As at 6/06/2009**	**As at 05/06/2010**	**As at 04/12/2010**	**As at 04/06/2011**	**As at 17/12/2011**	**As at 02/06/2012**	**As at 01/06/2013**
Little preparation required (1 hour of delivery and 30 minutes associated working time)	48.36	49.73	50.72	52.15	53.20	55.59	58.37
Normal preparation time (1 hour of delivery and 1 hour associated working time)	64.48	66.30	67.63	69.54	70.93	74.12	77.83

B.4.2 Undergraduate Clinical Nurse Education (with course coordination or doctoral qualification)	**Minimum salary per hour of clinical education conducted where the academic employee is required to carry out full course coordination as part of the employee's duties, or who on appointment holds or during appointment gains a relevant doctoral qualification. (rates based on Academic Level A, Step 6)**						
Type of clinical education and associated working time assumed	**As at 6/06/2009**	**As at 05/06/2010**	**As at 04/12/2010**	**As at 04/06/2011**	**As at 17/12/2011**	**As at 02/06/2012**	**As at 01/06/2013**
Little preparation required (1 hour of delivery and 30 minutes associated working time)	57.46	59.09	60.27	61.97	63.21	66.05	69.35
Normal preparation time (1 hour of delivery and 1 hour associated working time)	76.61	78.78	80.36	82.62	84.28	88.07	92.47

B.4.3 **Undergraduate Clinical Nurse Education** means the conduct of undergraduate nurse education in a clinical setting.

B.5 MARKING

B.5.1 Type Of Marking	Minimum Salary Per Hour of Marking (rates based on Academic Level B, Step 2 for marking requiring judgement at that level, and Academic Level A, Step 2 for standard marking)						
	As at 6/06/2009	**As at 05/06/2010**	**As at 04/12/2010**	**As at 04/06/2011**	**As at 17/12/2011**	**As at 02/06/2012**	**As at 01/06/2013**
Standard marking	32.24	33.15	33.81	34.77	35.46	37.06	38.91
Marking as a supervising examiner or marking requiring significant academic judgment appropriate to Level B status.	44.69	45.95	46.87	48.19	49.16	51.37	53.94

B.5.2 Marking (with course coordination or doctoral qualification)	Minimum salary per hour of marking where the casual academic employee is required to carry out full course coordination as part of the employee's duties, or who on appointment holds or during appointment gains a relevant doctoral qualification. (rates based on Academic Level B, Step 2 for marking requiring judgement at that level, and Academic Level A, Step 6 for standard marking)						
	As at 6/06/2009	**As at 05/06/2010**	**As at 04/12/2010**	**As at 04/06/2011**	**As at 17/12/2011**	**As at 02/06/2012**	**As at 01/06/2013**
Standard marking	38.31	39.39	40.18	41.31	42.14	44.03	46.24
Marking as a supervising examiner requiring significant judgement appropriate to Level B status.	44.69	45.95	46.87	48.19	49.16	51.37	53.94

B.6 OTHER REQUIRED ACADEMIC DUTIES

A casual employee required to perform any 'other required' academic duties:

B.6.1'Other Required Academic Duties	Minimum salary per hour of 'Other Required' academic duties' (rates based on Academic Level A, Step 2)						
	As at 6/06/2009	As at 05/06/2010	As at 04/12/2010	As at 04/06/2011	As at 17/12/2011	As at 02/06/2012	As at 01/06/2013
'Other Required' academic duties	32.24	33.15	33.81	34.77	35.46	37.06	38.91

B.6.2 'Other required' Academic Activity as defined in B.6.3 (with course coordination or doctoral qualification)	Minimum salary per hour of 'Other Required' academic duties where the casual academic employee is required to carry out full course coordination as part of the employee's duties, or who on appointment holds or during appointment gains a relevant doctoral qualification. (rates based on Academic Level A, Step 6)						
	As at 6/06/2009	As at 05/06/2010	As at 04/12/2010	As at 04/06/2011	As at 17/12/2011	As at 02/06/2012	As at 01/06/2013
Other Required' academic duties	38.31	39.39	40.18	41.31	42.14	44.03	46.24

B.6.3 For the purposes of this clause, **'Other Required' academic duties** will include work that the University requires the casual employee to perform and is work of the following nature:

- the conduct of practical classes, demonstrations, workshops, and student field excursions;
- the conduct of clinical sessions other than clinical nurse education;
- the conduct of performance and visual art studio sessions;
- musical coaching, *repetiteurship*, and musical accompanying other than with special educational service;
- development of teaching and course materials such as the preparation of course guides and reading lists and basic activities associated with course coordination;
- consultation with students;
- supervision; and
- attendance at departmental and or faculty meetings as required.
- attendance at any of the activities prescribed in Sections B1 – B4 as directed.

B.6.3(a) The above list is not intended to be exhaustive, but is provided by way of examples and guidance.

SCHEDULE C - Foundation/UNIPREP and/or ENGLISH LANGUAGE TEACHING EMPLOYEE SALARIES

C1. Full-time Foundation/Uniprep and/or English Language Teaching Employee Salaries

C1.1 Foundation/Uniprep and/or English Language teaching employees on continuing and fixed term appointments will be paid according to the following minimum salary levels:

Uniprep/ Teaching ELTE	Step	As at 6/06/2009	As at 05/06/2010	As at 04/12/2010	As at 04/06/2011	As at 17/12/2011	As at 02/06/2012	As at 01/06/2013
		Fortnight $	Fortnight $	Fortnight $	Fortnight $	Fortnight $	Fortnight $	Fortnight $
Level A	**1**	1,864.65	1,901.94	1,939.98	1,978.78	2,018.36	2,109.19	2,214.65
	2	1,965.82	2,005.14	2,045.24	2,086.14	2,127.86	2,223.61	2,334.79
	3	2,067.84	2,109.20	2,151.38	2,194.41	2,238.30	2,339.02	2,455.97
	4	2,169.88	2,213.28	2,257.55	2,302.70	2,348.75	2,454.44	2,577.16
	5	2,252.89	2,297.95	2,343.91	2,390.79	2,438.61	2,548.35	2,675.77
*	**6**	2,335.75	2,382.47	2,430.12	2,478.72	2,528.29	2,642.06	2,774.16
	7	2,418.66	2,467.03	2,516.37	2,566.70	2,618.03	2,735.84	2,872.63
	8	2,501.53	2,551.56	2,602.59	2,654.64	2,707.73	2,829.58	2,971.06
Level B	**1**	2,629.14	2,681.72	2,735.35	2,790.06	2,845.86	2,973.92	3,122.62
	2	2,724.88	2,779.38	2,834.97	2,891.67	2,949.50	3,082.23	3,236.34
	3	2,820.42	2,876.83	2,934.37	2,993.06	3,052.92	3,190.30	3,349.82
	4	2,916.22	2,974.54	3,034.03	3,094.71	3,156.60	3,298.65	3,463.58
	5	3,011.82	3,072.06	3,133.50	3,196.17	3,260.09	3,406.79	3,577.13
	6	3,107.55	3,169.70	3,233.09	3,297.75	3,363.71	3,515.08	3,690.83

C1.2 A casual Foundation/Uniprep and/or English Language teaching employee will be paid at the hourly rate of:

As at 6/06/2009	As at 05/06/2010	As at 04/12/2010	As at 04/06/2011	As at 17/12/2011	As at 02/06/2012	As at 01/06/2013
32.24	33.15	33.81	34.77	35.46	37.06	38.91

C1.2.1 The minimum casual rate is calculated on Foundation/Uniprep and/or English Language Teaching Level A, Step 2 as follows:

- **Casual hourly rate** = $\frac{\text{(fortnightly salary)}}{\text{75 hours}}$ + loading %

C1.3 A casual Foundation/Uniprep and/or English Language teaching employee will be paid on the following basis:

- One hour of preparation/marking time each hour of face to face teaching.
- Program preparation at the rate of half the number of contact hours in one week. This payment to be made once only in the first fortnightly salary claim for each course/session.

C1.4 Employees on continuing and fixed term appointments will be appointed to a Step on the salary scales with reference to qualifications and relevant experience. Employees with a doctoral qualification or equivalent standing will be appointed to Foundation/Uniprep and/or English Language teaching * Level A, Step 6.

C1.5 Subject to Clause 21.1.1 of this Agreement, a Foundation/Uniprep and/or English Language teaching employee on a continuing appointment will be entitled to an annual incremental increase according to the above scale on the basis of a calendar year.

C1.6 Where a one year fixed term appointment of an Foundation/Uniprep and/or English Language teaching employee is renewed for a further year, the employee will be eligible for an incremental increase according to the above scales.

C1.7 Foundation/Uniprep and/or English Language teaching employees on continuing and fixed term appointments will be entitled to apply for increased incremental remuneration on the basis of acquisition of additional relevant professional qualifications, performance and experience.

SCHEDULE D - PROFESSIONAL EMPLOYEE SALARIES

The minimum salary rates to be paid to full-time professional employees are as follows:

Professional	Step	As at 6/06/2009	As at 05/06/2010	As at 04/12/2010	As at 04/06/2011	As at 17/12/2011	As at 02/06/2012	As at 01/06/2013
		Fortnight $	Fortnight $	Fortnight $	Fortnight $	Fortnight $	Fortnight $	Fortnight $
Level One	**1**	1,336.88	1,363.62	1,390.89	1,418.71	1,447.08	1,512.20	1,587.81
	2	1,364.80	1,392.10	1,419.94	1,448.34	1,477.31	1,543.79	1,620.98
	3	1,392.70	1,420.55	1,448.96	1,477.94	1,507.50	1,575.34	1,654.11
Level Two	**1**	1,434.55	1,463.24	1,492.50	1,522.35	1,552.80	1,622.68	1,703.81
	2	1,469.41	1,498.80	1,528.78	1,559.36	1,590.55	1,662.12	1,745.23
Level Three	**1**	1,504.33	1,534.42	1,565.11	1,596.41	1,628.34	1,701.62	1,786.70
	2	1,556.67	1,587.80	1,619.56	1,651.95	1,684.99	1,760.81	1,848.85
	3	1,608.99	1,641.17	1,673.99	1,707.47	1,741.62	1,819.99	1,910.99
	4	1,679.18	1,712.76	1,747.02	1,781.96	1,817.60	1,899.39	1,994.36
Level Four	**1**	1,714.75	1,749.05	1,784.03	1,819.71	1,856.10	1,939.62	2,036.60
	2	1,750.38	1,785.39	1,821.10	1,857.52	1,894.67	1,979.93	2,078.93
	3	1,786.00	1,821.72	1,858.15	1,895.31	1,933.22	2,020.21	2,121.22
	4	1,821.54	1,857.97	1,895.13	1,933.03	1,971.69	2,060.42	2,163.44
Level Five	**1**	1,857.16	1,894.30	1,932.19	1,970.83	2,010.25	2,100.71	2,205.75
	2	1,910.53	1,948.74	1,987.71	2,027.46	2,068.01	2,161.07	2,269.12
	3	1,963.86	2,003.14	2,043.20	2,084.06	2,125.74	2,221.40	2,332.47
	4	2,035.01	2,075.71	2,117.22	2,159.56	2,202.75	2,301.87	2,416.96
	5	2,106.25	2,148.38	2,191.35	2,235.18	2,279.88	2,382.47	2,501.59
Level Six	**1**	2,141.86	2,184.70	2,228.39	2,272.96	2,318.42	2,422.75	2,543.89
	2	2,195.21	2,239.11	2,283.89	2,329.57	2,376.16	2,483.09	2,607.24
	3	2,248.55	2,293.52	2,339.39	2,386.18	2,433.90	2,543.43	2,670.60
	4	2,319.74	2,366.13	2,413.45	2,461.72	2,510.95	2,623.94	2,755.14
Level Seven	**1**	2,355.32	2,402.43	2,450.48	2,499.49	2,549.48	2,664.21	2,797.42
	2	2,408.70	2,456.87	2,506.01	2,556.13	2,607.25	2,724.58	2,860.81
	3	2,462.12	2,511.36	2,561.59	2,612.82	2,665.08	2,785.01	2,924.26
	4	2,533.19	2,583.85	2,635.53	2,688.24	2,742.00	2,865.39	3,008.66
	5	2,604.43	2,656.52	2,709.65	2,763.84	2,819.12	2,945.98	3,093.28
Level Eight	**1**	2,639.98	2,692.78	2,746.64	2,801.57	2,857.60	2,986.19	3,135.50
	2	2,693.34	2,747.21	2,802.15	2,858.19	2,915.35	3,046.54	3,198.87
	3	2,746.75	2,801.69	2,857.72	2,914.87	2,973.17	3,106.96	3,262.31
	4	2,817.86	2,874.22	2,931.70	2,990.33	3,050.14	3,187.40	3,346.77
	5	2,924.74	2,983.23	3,042.89	3,103.75	3,165.83	3,308.29	3,473.70
	6	3,031.49	3,092.12	3,153.96	3,217.04	3,281.38	3,429.04	3,600.49
Level Nine	**1**	3,067.13	3,128.47	3,191.04	3,254.86	3,319.96	3,469.36	3,642.83
	2	3,120.40	3,182.81	3,246.47	3,311.40	3,377.63	3,529.62	3,706.10
	3	3,173.81	3,237.29	3,302.04	3,368.08	3,435.44	3,590.03	3,769.53
	4	3,245.00	3,309.90	3,376.10	3,443.62	3,512.49	3,670.55	3,854.08
Level Ten	**1**	3,280.56	3,346.17	3,413.09	3,481.35	3,550.98	3,710.77	3,896.31
	2	3,351.69	3,418.72	3,487.09	3,556.83	3,627.97	3,791.23	3,980.79
	3	3,422.89	3,491.35	3,561.18	3,632.40	3,705.05	3,871.78	4,065.37
	4	3,493.99	3,563.87	3,635.15	3,707.85	3,782.01	3,952.20	4,149.81
	5	3,565.20	3,636.50	3,709.23	3,783.41	3,859.08	4,032.74	4,234.38
	6	3,636.38	3,709.11	3,783.29	3,858.96	3,936.14	4,113.27	4,318.93

SCHEDULE E – CASUAL PROFESSIONAL EMPLOYEE SALARIES

The minimum salary rates to be paid to causal professional employees are as follows:

Professional Casual	Step	As at 6/06/2009	As at 05/06/2010	As at 04/12/2010	As at 04/06/2011	As at 17/12/2011	As at 02/06/2012	As at 01/06/2013
		Hourly $	Hourly $	Hourly $	Hourly $	Hourly $	Hourly $	Hourly $
Level One	1	22.84	23.48	23.95	24.63	25.12	26.25	27.57
	2	23.32	23.98	24.45	25.14	25.65	26.80	28.14
	3	23.79	24.47	24.95	25.66	26.17	27.35	28.72
Level Two	1	24.51	25.20	25.70	26.43	26.96	28.17	29.58
	2	25.10	25.81	26.33	27.07	27.61	28.86	30.30
Level Three	1	25.70	26.43	26.95	27.72	28.27	29.54	31.02
	2	26.59	27.35	27.89	28.68	29.25	30.57	32.10
	3	27.49	28.26	28.83	29.64	30.24	31.60	33.18
	4	28.69	29.50	30.09	30.94	31.56	32.98	34.62
Level Four	1	29.29	30.12	30.72	31.59	32.22	33.67	35.36
	2	29.90	30.75	31.36	32.25	32.89	34.37	36.09
	3	30.51	31.37	32.00	32.90	33.56	35.07	36.83
	4	31.12	32.00	32.64	33.56	34.23	35.77	37.56
Level Five	1	31.73	32.62	33.28	34.22	34.90	36.47	38.29
	2	32.64	33.56	34.23	35.20	35.90	37.52	39.39
	3	33.55	34.50	35.19	36.18	36.91	38.57	40.49
	4	34.76	35.75	36.46	37.49	38.24	39.96	41.96
	5	35.98	37.00	37.74	38.81	39.58	41.36	43.43
Level Six	1	36.59	37.63	38.38	39.46	40.25	42.06	44.16
	2	37.50	38.56	39.33	40.44	41.25	43.11	45.26
	3	38.41	39.50	40.29	41.43	42.26	44.16	46.36
	4	39.63	40.75	41.56	42.74	43.59	45.55	47.83
Level Seven	1	40.24	41.38	42.20	43.39	44.26	46.25	48.57
	2	41.15	42.31	43.16	44.38	45.26	47.30	49.67
	3	42.06	43.25	44.12	45.36	46.27	48.35	50.77
	4	43.28	44.50	45.39	46.67	47.60	49.75	52.23
	5	44.49	45.75	46.67	47.98	48.94	51.15	53.70
Level Eight	1	45.10	46.38	47.30	48.64	49.61	51.84	54.44
	2	46.01	47.31	48.26	49.62	50.61	52.89	55.54
	3	46.92	48.25	49.22	50.61	51.62	53.94	56.64
	4	48.14	49.50	50.49	51.92	52.95	55.34	58.10
	5	49.96	51.38	52.41	53.88	54.96	57.44	60.31
	6	51.79	53.25	54.32	55.85	56.97	59.53	62.51
Level Nine	1	52.40	53.88	54.96	56.51	57.64	60.23	63.24
	2	53.31	54.82	55.91	57.49	58.64	61.28	64.34
	3	54.22	55.75	56.87	58.47	59.64	62.33	65.44
	4	55.44	57.00	58.14	59.79	60.98	63.72	66.91
Level Ten	1	56.04	57.63	58.78	60.44	61.65	64.42	67.64
	2	57.26	58.88	60.06	61.75	62.99	65.82	69.11
	3	58.47	60.13	61.33	63.06	64.32	67.22	70.58
	4	59.69	61.38	62.61	64.37	65.66	68.61	72.05
	5	60.91	62.63	63.88	65.68	67.00	70.01	73.51
	6	62.12	63.88	65.16	67.00	68.34	71.41	74.98

*The 'casual rate' is calculated as the ordinary hourly rate of a full-time employee of the equivalent USQ classification level (normally Step 1) plus the applicable loading.

SCHEDULE F – ALLOWANCES

Allowance Type	Application And Description	Unit	As at 6/06/2009	As at 05/06/2010	As at 04/12/2010	As at 04/06/2011	As at 17/12/2011	As at 02/06/2012	As at 01/06/2013
Tool									
Electrician	(Applicable to Indentured tradespersons)	each week	21.96	22.40	22.85	23.31	23.78	24.85	26.09
Plumber		each week	27.07	27.61	28.16	28.72	29.29	30.61	32.14
Bricklayer		each week	19.44	19.83	20.23	20.63	21.04	21.99	23.09
Painter		each week	6.53	6.66	6.79	6.93	7.07	7.39	7.76
Carpenter		each week	27.07	27.61	28.16	28.72	29.29	30.61	32.14
Supervisor									
Casual	(Applicable to Catering Employees required to take responsibility for after hours functions and in the absence of Catering Officer/Manager)	each hour	6.53	6.66	6.79	6.93	7.07	7.39	7.76
Meal	(Payable to all employees on paid overtime and subject to the completion of the minimum periods of overtime)								
	○ When no unpaid meal break is taken		15.92	16.24	16.56	16.89	17.23	18.01	18.91
	○ When an unpaid meal break of at least 45 minutes is taken		33.42	34.09	34.77	35.47	36.18	37.81	39.70
Toilet Cleaning	(Applicable to cleaning employees required to clean toilets)	each week	7.26	7.41	7.56	7.71	7.86	8.21	8.62
On Call	(Applicable to all professional employees required to remain 'on call')								
	○ Monday to Friday week night	each night	9.95	10.15	10.35	10.56	10.77	11.25	11.81
	○ Saturday and Sunday and Public Holidays	each day	19.90	20.30	20.71	21.12	21.54	22.51	23.64
Split Shift	(Applicable to sessional employees and continuing fractional employees (Residential Colleges only))	each week	15.07	31.85	32.49	33.14	33.80	35.32	37.09