

18 December 2018 – Email from Central Queensland University

Dear Mr French

I write to you in relation to your correspondence dated Friday 30 November 2018 on behalf of Professor Scott Bowman, Vice-Chancellor CQUniversity Australia.

Thank you for the opportunity to respond to your enquiry and I attached all relevant documentation for your review. I can confirm all documentation presented is freely available on our website.

If you have any further questions please do not hesitate to contact me.

With kind regards
Melissa



Melissa Misztal

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CQUniversity VALUES



We Value

ENGAGEMENT

We connect with our stakeholders and communities by having strong relationships and productive partnerships which deliver mutually beneficial outcomes.

LEADERSHIP

We lead by consistently demonstrating excellence in learning and teaching, research, engagement and governance.

A 'CAN DO' APPROACH

We focus on and achieve our goals, we 'think big', aspire to greatness and apply innovation in everything we do.

OPENNESS

We promote transparency in processes, procedures and decision-making and emphasise consistency, fairness and probity as integral to our relationships, individual and collective, with all stakeholders.

INCLUSIVENESS

We respect and seek full participation from, and engagement with, all staff, students and the community without any discrimination toward any individual or group.

PRINCIPLES GOVERNING THE ACCEPTANCE OF OFFERS OF RESEARCH INCOME POLICY



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1 PURPOSE

- 1.1 The University is committed to principles of academic freedom and will not support or engage in any decisive debate which seeks to have general embargoes placed on certain funding agencies and/or sources. It reserves the right to refuse research funds with unacceptable restrictions, as described in these principles.
- 1.2 Each offer of research income will be assessed on a case by case basis. Researchers must be cognisant of these principles and make their own judgement in terms of pursuing funding from agencies and/or sources which are known to place unacceptable restrictions (actual or perceived) on research funds.

2 SCOPE

- 2.1 These principles apply to all CQUniversity staff, students and clients engaged in research.

3 POLICY STATEMENT

Acceptance of offer

- 3.1 An offer of research income from an external agency, hereafter the Sponsor, can only be accepted by the University Council, the Vice-Chancellor and President or by a person to whom the authority has been delegated; normally the Deputy Vice-Chancellor (Research).
- 3.2 The Research Division shall ensure, where appropriate, that any formal agreement or contract is duly executed.
- 3.3 No offer of research income will be accepted where the conditions of offer are not consistent with University research policy and accepted codes of conduct.

Review

- 3.4 Where the Deputy Vice-Chancellor (Research) determines that an offer of research income might represent a departure from University policy, an adhoc Review Committee comprising of at least four members of the Research Committee will be appointed. The Review Committee will consult with the first-named Chief Investigator and such other officers as deemed necessary in order to make one of the following recommendations:
- that the offer be accepted
 - that the offer be accepted provided recommended revisions are made to the conditions of offer, or
 - that the offer be refused.
- 3.5 The recommendation of the Committee is final.

Openness

- 3.6 The University is committed to openness in research and will not permit any research activity or the sponsorship thereof to be undertaken in secret.
- 3.7 The principle of confidentiality is recognised, and the University will permit its staff and students to enter into agreements which seek to protect confidential information about the internal affairs and/or background technology of a sponsor. The University will not participate in any research activity which, by its nature, may breach accepted norms of honesty and integrity, or detract in any fashion from the good name of the University and the academic community.

Right to publish

- 3.8 The right to publish research outcomes is an integral aspect of scholarly activity. No unreasonable constraint should be placed on the right of researchers to publish the results of their research, even where these results are unfavourable to a sponsor. The University may not accept any condition that could result in a researcher being denied the right to publish for an extended period.
- 3.9 It is acknowledged that there will be occasions, where there are legitimate commercial reasons to restrict the publication of research outcomes. As a matter of normal practice, the University may accept this kind of restriction for a period of one year with an option to extend to such other period as specified by the Review Committee. Particular attention will be afforded to higher degree candidates participating in externally-sponsored research. The University will not accept any condition of income or contractual arrangement which would involve a delay in the submission of a thesis, the exclusion of essential or significant material from a thesis, or prevent or delay the examination of a thesis.

Ownership of intellectual property

- 3.10 The University would normally expect to retain at least a share in the title and rights of any Intellectual Property associated with or arising from funded research conducted by its staff.
- 3.11 There will be occasions where, owing to the nature of the research activity and the extent to which a sponsor is prepared to provide for full cost recovery, the University may agree to vest in that sponsor the title and rights of any Intellectual Property and/or Contract Material. Where this is the case, the University will normally seek a permanent, royalty-free, non-exclusive licence to use such Intellectual Property and/or Contract Material for academic purposes including teaching, publication and further research. The granting of such licence may be conditional upon a period of restricted publication (see 3.9 above) or the right of the agency to scrutinise the text of any proposed article, document or book containing Intellectual Property and/or Contract Material prior to its publication.

Control of work

- 3.12 The University accepts funds for research on a "best endeavours" basis, agreeing to undertake a research project without guaranteeing specific outcomes. This approach reflects the contingent nature of academic research.

- 3.13 Frequently the provision of funds will be linked to the achievement of “milestones”. Milestones are acceptable if they are intrinsic to reasonably expected research methods and not acceptable if they refer to specific outcomes which cannot be guaranteed.
- 3.14 The University deems as unacceptable, conditions of offer which provide for unreasonable control by the funding agency over the research process.

Personnel

- 3.15 The University will assume responsibility for any statutory insurances and duties arising from its role as the employer of staff engaged in research activity. It will not accept conditions of offer which require it to agree to warranties and general indemnity clauses in relation to a funding agency’s subsequent use or application of Contract Material.
- 3.16 The University would normally accept only those terms and conditions of offer which are written in such a way as to recognise that staff appointed to conduct or assist with a research project must be employed in accordance with the University’s policies and procedures for research personnel. Particular attention must be paid to termination clauses which might be difficult to implement as a consequence of the University’s staff commitments.

4 RESPONSIBILITIES

Compliance, monitoring and review

- 4.1 All CQUniversity staff, students and clients engaged in research are responsible for complying with these Principles.

Reporting

- 4.2 Monitoring will be by exception reporting.

Records management

- 4.3 Staff must maintain all records relevant to administering this policy in a recognised University recordkeeping system.

5 DEFINITIONS

- 5.1 Terms not defined in this document may be in the University [glossary](#).

Terms and definitions

Intellectual Property: In this document, the term Intellectual Property means and includes but is not restricted to:

- Circuitry under the [Circuit Layouts Act 1989](#)
- Designs registered or which can be registered under the [Designs Act 2003](#)
- Patents registered or which can be registered under the [Patents Act 1990](#)
- Copyright matter which is protected under the [Copyright Act 1968](#), including but not limited to literary works, dramatic works, musical works, computer programs, databases, artistic works, sound recordings, cinematograph works, televisions and sound broadcasts and all published editions and any other matters addressed or as defined under the [Copyright Act 1968](#)
- Plant varieties registered or which can be registered under the [Plant Breeder’s Rights Act 1994](#)
- Trade Marks registered or which can be registered under the [Trade Marks Act 1995](#) and marks or names protected under the [Trade Practices Act 1974](#)

- Any information which is regarded as or deemed by the University to be commercial in confidence or to which trade secrets provisions would normally apply, that is, information which has a potential commercial or other value
- Teaching materials developed for or by the University.

Personnel: Any employee of the University, including academic, professional, research and any other classification of employee. To that extent, visiting or emeritus appointments are regarded similarly for the purposes of this document.

6 RELATED LEGISLATION AND DOCUMENTS

[Australian Code for the Responsible Conduct of Research](#)

[Code of Conduct for Research](#)

7 FEEDBACK

7.1 University staff and students may provide feedback about this document by emailing policy@cqu.edu.au.

8 APPROVAL AND REVIEW DETAILS

Approval and Review	Details
Approval Authority	Academic Board
Advisory Committee to Approval Authority	Research Committee
Administrator	Deputy Vice-Chancellor (Research)
Next Review Date	30/09/2018

Approval and Amendment History	Details
Original Approval Authority and Date	Academic Board 30/03/2005
Amendment Authority and Date	Academic Board 30/03/2005; Academic Board 25/08/2010; Academic Board 30/09/2015; Minor updates to titles 01/07/2016; Amended and updated to current template – Deputy Vice-Chancellor (Research) 03/04/2017.
Notes	



THE STANDARDS WE LIVE BY

OUR CODE OF CONDUCT

BE WHAT **YOU** WANT TO BE

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CQUNIVERSITY

CQUniversity Australia is a great place to work, study and contribute to our communities through engagement. Everyone at CQUniversity is committed to the provision of quality education and research.

How we, as individuals, behave in delivering this commitment is integral to our success as a truly great national university. We operate in accordance with our organisational values as well as abiding by the *Queensland Public Sector Ethics Act 1994*. We do this not only because we are legally obligated to do so, but because it is right and just.





Our Code of Conduct provides guiding principles and standards for CQUniversity staff to work with integrity, diligence, honesty and respect to deliver the University's vision to be a great university. The Code reflects the University's commitment to fair and ethical behaviour in an institution dedicated to the pursuit of inquiry and academic excellence, engagement with people and ideas, as well as equity and diversity amongst our students and staff.

The Code applies to all staff and individuals affiliated with the University, including casual, honorary and adjunct staff, consultants and contractors, and members of the Governing Body, boards and committees. It should be read in conjunction with the University's rules, policies, procedures and guidelines.

Any breach of this Code may result in disciplinary action under the University's policies and Enterprise Agreements.

APPROVAL AND REVIEW	DETAILS
Approval Authority	Council
Advisory Committee to Approval Authority	Audit, Compliance and Risk Committee.
Administrator	Deputy Vice-Chancellor (International and Services)
Next Review Date	27/04/2019
APPROVAL AND AMENDMENT HISTORY	DETAILS
Original Approval Authority and Date	Council 3/12/1999
Amendment Authority and Date	Council 8/05/2007; Council 25/07/2011; University Secretary 27/08/2012; Council 27/04/2016.

CONNECT

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Acknowledgement

Central Queensland University acknowledges the Queensland Public Service Code of Conduct and Victorian Public Service Code of Conduct and Curtin University Guide to Code of Conduct on which CQUniversity "The standards we live by – Our Code of Conduct" is based. The Vice-Chancellor appreciates the willingness of these departments and universities to make materials readily available to other jurisdictions. Adaptions have been made to suit CQUniversity.

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1. OUR VALUES

Our values define who we are as an organisation and how we conduct our daily activities.

VALUES	DESCRIPTION	WHAT DOES IT EMBODY?
Engagement	We connect with our stakeholders and communities through strong relationships and productive partnerships which deliver mutually beneficial outcomes.	Establishing and maintaining effective relationships with peers, management, customers, students, alumni, community, industry, government and leaders.
Leadership	We lead by consistently demonstrating excellence in learning and teaching, research, engagement, including social innovation and governance.	Inspiring, influencing and empowering others by setting an excellent example.
A 'Can Do' Approach	We focus on and achieve our goals, we 'think big', aspire to greatness and apply innovation in everything we do.	Being willing to tackle a job and get it done, by being confident and resourceful, especially in challenging times.
Openness	We promote transparency in our communications, processes, procedures and decision making and emphasise consistency, fairness and probity as being integral to our relationships, individual and collective, with all stakeholders.	Being ethical, honest, fair, upfront, candid, creative, flexible, curious and adventurous.
Inclusiveness	We respect and seek full participation from, and engagement with, all staff, students and the community without any discrimination toward any individual or group.	Embracing and respecting the background and characteristics of all people, community, staff, students, alumni and contractors.

2. THE PRINCIPLES THAT GUIDE OUR DECISION MAKING

We operate under a number of policies and procedures that regulate and guide our behaviour and actions. These policies and procedures are based on our legislative obligations and contribute to building an organisation where people want to work and study.

The principles that guide our decision making and ensure ethical behaviour are provided by the *Queensland Public Sector Ethics Act 1994* and are expanded below.

Integrity and impartiality	We will act honestly and fairly, with courtesy and with proper regard for the rights, obligations and dignity of ourselves and others. We support equity and diversity by avoiding gender, disability, sexual orientation, racial or cultural discrimination.
Accountability and transparency	We will act professionally, be discerning, impartial and objective when we perceive something to be wrong.
Commitment to the system of government	We will uphold the laws that govern the University and observe the highest standards in business matters. We will manage official information appropriately.
Participate as a community of scholars	We will share and continue to develop our knowledge, learning and commitment to academic pursuits.
Promoting the public good	We will be responsive to the requirements of government and the communities we live in by being accountable and transparent in the way we do our work.

3. HOW WE DEMONSTRATE INTEGRITY AND IMPARTIALITY

3.1 INTEGRITY

We will demonstrate integrity in our dealings with colleagues, students, other public officials and members of the Australian and international communities by:

- i. respecting and acknowledging the intellectual property and moral rights of others
- ii. being upfront, fair, open and transparent in our dealings
- iii. using our powers responsibly
- iv. ensuring freedom from discrimination, harassment and bullying
- v. reporting any improper conduct
- vi. avoiding any real or apparent conflicts of interest, and
- vii. striving to earn and sustain public trust at a high level.

Honesty at work

We will be upfront in the performance of our duties. We will be open and transparent when making decisions. We will give advice based on available facts and use data that is relevant and up to date.

Using power at work

We will use our power in a responsible way. We do not use our power to provide a private unfair benefit to ourselves, our family, friends or associates. We will exercise power in a way that is fair and reasonable, and family or other personal relationships will not improperly influence our decisions. We will respect the rights and dignity of those affected by our decisions and actions.

Being fair and objective

We will promote an environment that encourages respect and work co-operatively with others. We will support and learn from each other and accept differences in personal style.

We will respect, and seek when necessary, the professional opinions of colleagues in their area of competence, and acknowledge their contribution.

We will be fair, objective and courteous in our dealings with the community and other CQUniversity staff and students.

Equity and diversity

We will follow the spirit as well as the law relating to discrimination, harassment, bullying and victimisation to create an environment that is inclusive. We will not tolerate discrimination, harassment or bullying, and are committed, with the support of each individual, to stopping and preventing these sorts of behaviours at work.

Valuing and promoting diversity is an important element of demonstrating respect.

Reporting improper conduct

We will comply with legislation, policies and lawful instructions in the performance of our work. We appropriately report workplace behaviour that violates any law, rule or regulation, or represents corrupt conduct, mismanagement of public resources, or is a danger to public health or safety, or to the environment. We will keep our employees informed of their rights and responsibilities regarding the making of such reports.

Other employment

We will only engage in other employment where the activity does not conflict with our role as a University employee. Employment includes a second job, conducting a business, trade or profession, or active involvement with other organisations (paid employment or voluntary work). Managers or supervisors will assist us to determine if such activities will cause an actual or perceived conflict of interest.

We will seek approval to engage in any other paid employment.

Public comment on behalf of the University

Public comment includes speaking engagements and providing information or comment through any media, including social media. We will abide by the University's media relations and communications policies and procedures when making public comment.

We will not limit the freedom of University members to comment on community affairs as individual citizens, or to comment on their subjects of expertise. We are free to engage and participate in any legal outside activity, provided it does not constitute a conflict of interest or adversely affect the effective discharge of our University duties. We will at all times be accurate, exercise appropriate restraint and show respect for the opinions of others.

When commenting as an individual citizen, University members should take care not to use their University position to add weight to a personal opinion. University members commenting publicly on public issues other than in professional or expert capacities must do so from private addresses and should not use the name of the University, or otherwise identify themselves as members of the University.

Public trust

We will build and maintain a high level of trust with the Government, community and other CQUniversity staff. In the performance of our duties and in our private life, we will avoid conduct that may adversely affect our standing as a CQUniversity community member or bring the University into disrepute.

3.2 IMPARTIALITY

We will demonstrate impartiality by:

- (i) making decisions and providing advice on merit and without bias, impulse, favouritism or self-interest in a timely manner
- (ii) acting fairly by objectively considering all relevant facts and fair criteria, and
- (iii) implementing Government policies and programs equitably.

Being responsible for decisions, actions and advice

We will make decisions and provide advice that is free of prejudice or favouritism and is based on sound judgement. Before making a decision or providing advice, we consider relevant information and the impact on the University, community and other University employees and students. We will adopt the principles of natural justice and work within this framework.

University members will base their decisions on the principles of procedural fairness and natural justice. Decision processes will:

- » give an affected individual (whether a staff member or a student) the opportunity to view relevant material which led to the decision and to understand the case to be met if a decision may be made which will affect (adversely or otherwise) their interests, and to respond to such material before a decision is made
- » be free of bias and/or the influence of patronage or favouritism (see also conflicts of interest)
- » take relevant considerations into account, not irrelevant ones, and
- » act in good faith.

We will make decisions and take actions within the scope of our authority that are lawful and consistent with relevant legislation and government policy. We will carefully consider any impact of our decisions or actions on the University. Our decisions are not driven by potential for personal gain. Advice is frank, impartial, timely, and with an understanding of its implications on the broader policy direction of the University. We do not withhold relevant information from the University or Government.

Acting fairly

We will deal with issues consistently, fairly, and in a timely manner. We use fair criteria, and consider all relevant information in dealing with issues.

Being fair means being just and working within Government legislation and University policies and procedures.

Gifts and benefits

We will not – for ourselves or others – seek gifts and benefits (including hospitality). We will refuse all offers of gifts and benefits that could reasonably be perceived as influencing or undermining the integrity of the organisation or ourselves.

We will comply with any policies in relation to accepting, declaring and recording the receipt of gifts or benefits.

If unsure about responding to an offer of a gift or benefit, we will seek advice from our supervisor.

Conflict of interest

A conflict of interest occurs where there is conflict between the University duty and private interests.

A conflict can be actual, potential or perceived. It may relate to circumstances where we are, or could be, directly influenced or where it is perceived we might be influenced.

We will avoid conflicts of interest (actual, potential or perceived) wherever possible. We will ensure our personal or financial interests (including the interests of family members, friends, and associates) do not influence, and cannot be perceived to influence, the performance of our role.

We will declare any conflicts of interest and manage any conflicts of interest that cannot be avoided in accordance with CQUniversity policies and procedures.

If unsure about a possible conflict of interest, we will seek advice from our supervisor.

Implementing University policies and programs

We will implement University policies and programs fairly and without bias. Our decisions and actions are consistent with relevant policies and are based on merit and careful consideration of the relevant facts. We will seek to achieve equitable outcomes within the extent of our authority.

4. HOW WE DEMONSTRATE OUR COMMITMENT TO THE PUBLIC GOOD

We will demonstrate our commitment to the public good by:

- (i) engaging the community in setting University priorities and policies
- (ii) managing resources effectively, efficiently and economically
- (iii) providing high quality services to the Australian and International community, and
- (iv) identifying and promoting best practice.

Engaging the community

We will build and promote partnerships and facilitate connections within our communities at a local, national and international level to develop University planning and decisions. We will listen and respond to issues and concerns raised by individuals or communities. We will consult with the community to assist in the development of relevant policy, and in raising community awareness about University issues and policies.

Managing resources

We will manage resources to support sustainable University outcomes. We will be accountable for all resources that we use in the course of our duties. We will be economical, avoid waste, and purchase, use, manage and care for University resources responsibly.

Services to the community

We will provide services to the community in an equitable, prompt and professional manner. We will act within the level of our authority and in accordance with the relevant policies.

Contributing to improvements

We are committed to continual improvement and adopt a best practice approach to the performance of our work. We will identify and actively promote appropriate strategies, methods and processes that lead to improved performance.

We are conscientious and efficient in our work. We will use our knowledge and expertise to deliver a high quality service, as well as identifying opportunities to improve University outcomes.

We will contribute both individually and as part of a team, and engage constructively with our colleagues on work related matters. We will share information with team members to support delivery of the best and most appropriate University outcomes.

5. HOW WE DEMONSTRATE COMMITMENT TO THE SYSTEM OF GOVERNMENT AND UNIVERSITY

We will demonstrate commitment to the system of Government and University by:

- (i) upholding the laws that govern the University
- (ii) observing the highest standards in business matters, and
- (iii) managing official information appropriately.

Compliance with legislation

We will ensure that we are aware of and comply with all legislation relevant to the performance of our duties.

Business probity

We will uphold the laws that govern the University. We will observe the highest standards of integrity in business matters and comply with the requirements of relevant business management legislation, policies and procedures. We maintain a strict separation between work-related and personal matters and only use or authorise the use of University resources or facilities for work-related purposes.

Official information

If we have access to official information, we ensure it is only used for official purposes and in an approved manner. Official and personal information is handled according to relevant legislation and University policies and procedures.

We will only disclose official information or documents acquired in the course of our employment when required to do so by law, in the legitimate course of duty, when called to give evidence in court, or when proper authority has been given. In such cases comments are confined to factual information only.

Privacy and confidentiality

We understand the importance of privacy and confidentiality. Confidential information requires special treatment and protection. Those people who provide confidential information to us have the right to expect this information will be treated as confidential. Everyone with access to confidential information ensures that it remains confidential, and at all times acts in accordance with legislation and policies relating to dealing with private information.

We will receive and manage information in such a manner that its confidentiality will be maintained and that it will not be used to advantage a prospective employer or business, or disadvantage the University.

6. HOW WE DEMONSTRATE ACCOUNTABILITY AND TRANSPARENCY

6.1 ACCOUNTABILITY

We will demonstrate accountability by:

- (i) working to clear objectives in a transparent manner
- (ii) accepting responsibility for our decisions and actions, and
- (iii) submitting ourselves to appropriate scrutiny.

Working to clear objectives

We understand the objectives of our role. Managers and supervisors provide encouragement, support and a clear sense of direction and purpose. Employees who are unclear about their goals will discuss this with their manager or supervisor.

We will provide a safe, encouraging and supportive work environment that recognises and values diversity, abilities and contributions.

We will set realistic goals, timelines and workloads, and provide adequate resources and appropriate information to complete work. We will trust our employees to manage their work autonomously but also provide them with support when needed. We will address any performance issues promptly, directly and confidentially with the employee concerned.

We will treat all of our employees fairly and consistently when making selection decisions and allocating work. We will assess performance and provide constructive feedback and development opportunities. We will consult genuinely with our employees, and adhere to industrial and legal obligations.

We understand and respond to legitimate concerns of employees, and encourage work arrangements that enable all employees to achieve appropriate balance.

Open to scrutiny

We will implement University policy in an open and transparent manner. We will maintain accurate and reliable records as required by legislation, policies and procedures. We will keep records in such a way as to ensure their security and reliability and that they can be made available to appropriate scrutiny when required.

Ability to meet essential requirements

We will notify our supervisor of any loss, suspension of, or change to, a registration, accreditation, licence or other qualification that affects our ability to meet relevant essential requirements or to perform our duties.

Criminal offences

We will advise our manager if we are charged with a criminal offence, which is punishable by imprisonment or, if found guilty, could reasonably be seen to affect our ability to meet the inherent requirements of the work we are engaged to perform.

6.2 TRANSPARENCY

We will demonstrate transparency by:

- (i) seeking to achieve best use of resources
- (ii) reporting on University resources, and
- (iii) ensuring security of University resources.

Work resources

We will use work resources and equipment efficiently and only for appropriate purposes as authorised by the University. We will seek to achieve value for money and use resources in the most effective way possible. We will identify opportunities for improvement to achieve best possible efficiency and responsiveness.

Work resources include physical, environmental, financial, technological and intellectual property. Intellectual property includes copyright, trademarks, registered designs, patents (including patented business systems), semiconductors, circuit layout rights, and trade, business or company names, and all other proprietary rights, and any rights to the registration of such rights, including proprietary rights developed or created by employees in the course of their employment. The University retains ownership of all these work resources.

We are accountable to the University for the use and security of all University facilities and resources and the use and/or access to these must be able to withstand public scrutiny and/or disclosure. Property (particularly assets classed as 'attractive and portable items', such as laptop computers), will be secured carefully in order to avoid avoidable losses and replacement costs.

Reporting on University resources

We will keep accurate records of University resources. Comprehensive financial policies and procedures have been developed to ensure the University's compliance with the Financial Management and Performance Standard 2009 (Qld).

All material financial information and disclosure must be accurately represented in CQUniversity accounts. We do not conceal information, nor take any action to influence, coerce, manipulate or mislead either internal or external auditors.

OUR COMMITMENT

As staff or individuals affiliated with CQUniversity, including casual, honorary and adjunct staff, consultants and contractors, and members of the Governing Body, boards and committees we commit to living by these standards whilst conducting all University business and upholding this Code of Conduct.



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MEDIA RELATIONS PROCEDURE



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1 PURPOSE

- 1.1 CQUniversity Australia receives media attention at local, state, national and international levels. It is critical to the University's reputation that its interaction with media representatives be managed effectively, in a proactive and reactive manner, to ensure media coverage of CQUniversity is accurate, timely, positive in nature wherever possible, and reflective of the University's strategic aims and corporate values.
- 1.2 This procedure is designed to ensure that the University manages its media liaisons constructively and professionally. It identifies steps to be followed in relation to media interaction to ensure that outcomes are beneficial for the University and for individual academic and professional staff members.

2 SCOPE

- 2.1 This procedure applies to CQUniversity media relations and staff involved in media relations across University locations, including members of the Student Representative Council.
- 2.2 This procedure applies to channels including print and associated online platforms (such as blogs, opinion sites, radio and television).
- 2.3 This procedure does not apply to the management of social media. Refer to the [Social Media Policy](#) for further information on this.

3 PROCEDURE

Staff freedom to comment

3.1 This procedure does not limit the freedom of:

- University staff, as private citizens, to comment on community affairs as individuals, although one's University position/title may not be quoted when so doing
- University students and stakeholders, as private citizens, to comment on community affairs as individuals, or
- University staff to comment on his/her area/s of scholarly and/or research expertise. In making such comments it would be entirely appropriate to quote one's University position.

Limitations on staff comment

3.2 Appropriate compliance with this procedure will limit:

- negative and/or defamatory statements being made about the University and/or its staff members or students
- incorrect information about the University being shared with media outlets
- sensitive information about the University being shared with media outlets, and
- the University being implicated in or related to issues that have the potential to damage the reputation of the University and/or its staff members or students.

Staff comment on behalf of the university

3.3 The University authorises a number of officers to speak on its behalf. Staff (in consultation with Corporate Communications) may engage with the media on topics and issues within their areas of scholarly and/or research expertise: both proactively and reactively to relevant current affairs topics. When staff make comment on behalf of the University, the following provisions apply:

- unless Corporate Communications gives prior consent, University staff may not make comment on University or Council business
- University staff may not make comment on behalf of the University about political or social issues unless this directly relates to their area of expertise
- the Chancellor of the University, or their nominee, is the only person that may speak on behalf of the Council of Central Queensland University.
- the Vice-Chancellor and President, or their nominee, may speak on all areas of the University's activity.
- the Chancellor, Vice-Chancellor and President and Deputy Vice-Chancellors are authorised to provide media comment on University affairs.
- Pro Vice-Chancellor's Associate Vice-Chancellors and Deans are authorised to speak in matters related to their portfolio, region and school and where approved on other university business.
- senior officers of the University as described above may act as University spokespeople for areas within their respective portfolios. They may authorise staff members to comment on particular subjects. Where public comments are offered by staff as employees of CQUniversity, it is expected that the comments will relate directly to their areas of expertise. If the matter is outside of this area of expertise prior advice and approval should be sought from the Manager, Corporate Communications.
- When requesting support from Corporate Communications to promote an activity or project, staff should always ensure they have acquired approvals from relevant managers in relation to promoting the activity. Corporate Communications will not source these approvals.
- the Vice-Chancellor and President may at any time give or withdraw authorisation for any staff member to initiate or respond to media contact
- all media liaison (including that of subsidiaries, research centres and other organisational units within the University) will be handled through Corporate Communications, which is responsible for writing,

approving and distributing all media releases/statements that come from the University, as well as liaising with relevant journalists

- staff who become aware of issues or risks that could lead to media queries should contact Corporate Communications (Manager, Corporate Communications or Media Relations Officer) as soon as possible, so that key messages and an appropriate response can be formulated and key staff members briefed on these
- Corporate Communications provides high-level advice, support and media training. Staff, researchers, and authorised spokespeople should attend this training upon appointment and refresh their knowledge when training is available
- Corporate Communications is the central point of call for all incoming media enquiries. Any media enquiries received by staff members should be directed to the Manager, Corporate Communications or to a Media Relations or Communications Officer within this area.
- The University acknowledges that from time-to-time students and stakeholders will be approached for comment by representatives of the media on matters pertaining to University business. Wherever possible, Corporate Communications will endeavour to mitigate potential negative outcomes in such situations by acting as a conduit between students/stakeholders and the media. Where this is not possible, Corporate Communications will endeavour to mitigate potential negative outcomes through targeted media liaison and the use of University spokespeople to present a positive counterbalance in the media.
- Corporate Communications will maintain a calendar of national and international events related to key research areas at the University with an aim to proactively attract media attention
- Corporate Communications will comply with any protocols set out by a third party when producing materials to be sent to media outlets where the University and a third party is mentioned.

Style and branding

- 3.4 Persons in charge of preparing media items including media releases, feature articles, and UniNews stories should always follow the standards set in the University's Writing Style Guideline and Brand Guidelines – particularly when referencing the organisation's name, history, organisational areas and position titles.
- 3.5 Where the Writing Style Guideline contradicts the Australian Style Manual, standards in the Australian Style Manual are to be applied.

Complaints

- 3.6 Any complaints regarding the performance of the media or any misrepresentation of facts must be made to Corporate Communications, not the media. Corporate Communications will work with relevant media outlets to arrange for a retraction or change to the story.
- 3.7 Staff members should direct concerns about University operations and/or policy to the manager of that area and should not speak to the media to raise these issues. Staff members who do not comply with this procedure may face disciplinary action.

Emergency and crises communication

- 3.8 In an emergency incident or event, or where a crisis has been declared by the University, the importance of defined, clear, and consistent messaging to internal and external University stakeholders is paramount. In such events, staff are to refrain from making comment on the University's behalf unless authorised, and are to direct all media enquiries to Corporate Communications in every instance.
- 3.9 In the event of an emergency or crises, CQUniversity's Crisis Management Control Group will be activated. Once activated this group will coordinate all media relations activities in any declared emergency. Refer to the [Crisis Management Control Group Terms of Reference](#) for further details.
- 3.10 The Campus Head/Campus Director is the head of the Emergency Response Team in any declared emergency pertaining to that campus. The Campus Head/Campus Director is authorised to provide media comment in emergency situations relating to their campus; however, advice should first be sought from Corporate Communications. Refer to the [Emergency Response Team Terms of Reference](#) for further details.

- 3.11 No representative of the University is authorised to speak on police matters related to any incidents directly or indirectly involving the University.
- 3.12 In the event of a staff member or student death, CQUniversity is not authorised to make comment unless set out in the [Acknowledgement of Deceased Persons Policy and Procedure](#).

Paid media placement

- 3.13 Paid media placements are a form of advertising and any requests to gain this type of placement must be requested through the Marketing Directorate.
- 3.14 The Marketing Directorate will request appropriate content through Corporate Communications.
- 3.15 Corporate Communications will repurpose existing material or if nothing appropriate exists will develop new content in consultation with the requester, provided requests are made ahead of deadlines.

Social media

- 3.16 Media content will be shared where appropriate on social media platforms. Content can include stories developed by the CQUniversity, stories appearing online that mention CQUniversity, and stories that make reference to a topic that relates to CQUniversity's interests.
- 3.17 Content can be shared on official CQUniversity channels.
- 3.18 If a staff member identifies themselves as an employee of the University and engages in content sharing on social media, the staff member should state that their opinions are their own.
- 3.19 Before engaging on social media platforms related to CQUniversity, staff should familiarise themselves with the [Social Media Policy](#).

Media reporting and evaluation

- 3.20 Corporate Communications will prepare and distribute daily media clippings reports related to CQUniversity, the Higher Education and Vocational Education and Training sectors and industry.
- 3.21 Corporate Communications will utilise reporting functions available on the University's media reporting service to develop annual and quarterly reports.
- 3.22 Corporate Communications will use the University's media reporting service to generate special reports on any trending organisational or sector issue.

4 RESPONSIBILITIES

Compliance, monitoring and review

- 4.1 The Director, Vice-Chancellor and President Officer and Manager, Corporate Communications are responsible for the compliance, monitoring and review of the Media Relations Procedure.

Reporting

- 4.2 No additional reporting is required.

Records management

- 4.3 Staff must maintain all records relevant to administering this procedure in a recognised University recordkeeping system.

5 DEFINITIONS

- 5.1 Terms not defined in this document may be in the University [glossary](#).

6 RELATED LEGISLATION AND DOCUMENTS

[Acknowledgement of Deceased Persons Policy and Procedure](#)

Brand Guidelines

[Code of Conduct](#)

[Critical Incident Procedure](#)

[Crisis Management Control Group Terms of Reference](#)

[Business Continuity and Crises Management Policy](#)

[Business Continuity Planning Terms of Reference](#)

[Emergency Response Team Terms of Reference](#)

[Social Media Policy](#)

Writing Style Guideline

7 FEEDBACK

- 7.1 University staff and students may provide feedback about this document by emailing policy@cqu.edu.au.

8 APPROVAL AND REVIEW DETAILS

Approval and Review	Details
Approval Authority	Vice-Chancellor and President
Advisory Committee to Approval Authority	Vice-Chancellor's Advisory Committee
Administrator	Manager, Corporate Communications
Next Review Date	23/11/2020

Approval and Amendment History	Details
Original Approval Authority and Date	Council 23/10/1993
Amendment Authority and Date	Executive Director (Corporate Services) 14/04/2010; Vice-Chancellor and President 08/05/2013; Vice-Chancellor and President 12/06/2014; Vice-Chancellor and President 11/10/2017; Vice-Chancellor and President 23/11/2017.
Notes	

VOLUNTARY CODE OF BEST PRACTICE FOR THE GOVERNANCE OF AUSTRALIAN UNIVERSITIES

[Principles](#) | [Responsibilities](#) | [Definitions](#) | [Related Legislation and Documents](#)

1 PURPOSE

The purpose of the Voluntary Code of Best Practice for the Governance of Australian Universities is to:

- ensure members of university governing bodies have a good understanding of their roles and duties, as is required for effective governance; and
- foster transparency and accountability in university governance arrangements, by strengthening performance evaluation practices.

2 SCOPE

Good governance in universities increasingly involves balancing commercial autonomy with a corresponding need for accountability and service to the broader community.

The Australian Government developed a voluntary code of best practice governance for higher education providers to replace the National Governance Protocols.

It is intended that the code would be owned and mandated by the higher education sector.

3 EFFECTIVE DATE 29 May 2015

4 LEGISLATIVE AUTHORITY

[Central Queensland University Act 1998](#)

5 PRINCIPLES

The Code includes the following 14 guiding principles:

- 1) The University should have its objectives and/or functions specified in its enabling legislation.
- 2) A university's governing body should adopt a statement of its primary responsibilities, to include:
 - appointing the Vice-Chancellor as the Chief Executive Officer of the university, and monitoring his/her performance;
 - appointing other senior officers of the university as considered appropriate;
 - approving the mission and strategic direction of the university, as well as the annual budget and business plan;
 - overseeing and reviewing the management of the university and its performance;
 - establishing policy and procedural principles, consistent with legal requirements and community expectations;
 - approving and monitoring systems of control and accountability, including general overview of any controlled entities. A controlled entity is one that satisfies the test of control in s.50AA of the *Corporations Act*;
 - overseeing and monitoring the assessment and management of risk across the university, including commercial undertakings;
 - overseeing and monitoring the academic activities of the university;
 - approving significant commercial activities of the university.

- 3) A university should have the duties of the members of its governing body and sanctions for the breach of these duties specified in its enabling legislation. Other than the Chancellor, the Vice-Chancellor and the Presiding Member of the Academic Board, each member should be appointed or elected *ad personam*. All members of the governing body should be responsible and accountable to the governing body. When exercising the functions of a member of the governing body, a member of the governing body should always act in the best interests of the university.

Duties of members should include the requirements to:

- act always in the best interests of the university as a whole, with this obligation to be observed in priority to any duty a member may owe to those electing or appointing him or her;
- act in good faith, honestly and for a proper purpose;
- exercise appropriate care and diligence;
- not improperly use their position to gain an advantage for themselves or someone else; and
- disclose and avoid conflicts of interest (with appropriate procedures for that purpose similar to those for public companies).

There should be safeguards, exemptions and protections for members of a university's governing body for matters or things done or omitted in good faith in pursuance of the relevant legislation. Without limitation, this should include such safeguards, exemptions and protections as are the equivalent of those that would be available were the member a director under the *Corporations Act*. A university (with the exception of those subject to the *Corporations Act*) should have a requirement included in its enabling legislation that its governing body has the power (by a two-thirds majority) to remove any member of the governing body from office if the member breaches the duties specified above. A member should be required, automatically, to vacate the office if he or she is, or becomes, disqualified from acting as a Director of a company or managing corporations under Part 2D.6 of the *Corporations Act*.

- 4) If permitted by its enabling legislation, a university should develop procedures:
- to provide that the Chancellor and Deputy Chancellor hold office subject to retaining the confidence of the governing body; and
 - to deal with removal from office if the governing body determines that such confidence is no longer held.
- 5) Each governing body should make available a program of induction and professional development for members to build the expertise of the governing body and to ensure that all members are aware of the nature of their duties and responsibilities.
- 6) On a regular basis, at least once each two years, the governing body should assess its performance, the performance of its members and the performance of its committees. The Chancellor should have responsibility for organising the assessment process, drawing on external resources if required. On an annual basis, the governing body should also review its conformance with this Code of Best Practice and identify needed skills and expertise for the future.
- 7) The size of the governing body should not exceed 22 members. There should be at least two members having financial expertise (as demonstrated by relevant qualifications and financial management experience at a senior level in the public or private sector) and at least one member with commercial expertise (as demonstrated by relevant experience at a senior level in the public or private sector). Where the size of the governing body is limited to less than ten members, one member with financial expertise and one with commercial expertise would be considered as meeting the requirements. There should be a majority of external independent members who are neither enrolled as a student nor employed by the university. There should not be current members of any State or Commonwealth parliament or legislative assembly other than where specifically selected by the governing body itself.
- 8) A university should adopt systematic procedures for the nomination of prospective members of the governing body for those categories of members that are not elected. The responsibility for proposing such nominations for the governing body may be delegated to a nominations committee of the governing body that the Chancellor would ordinarily chair.

Members so appointed should be selected on the basis of their ability to contribute to the effective working of the governing body by having needed skills, knowledge and experience, an appreciation of the values of a

university and its core activities of teaching and research, its independence and academic freedom and the capacity to appreciate what a university's external community needs from it.

To provide for the introduction of new members consistent with maintaining continuity and experience, members' terms should generally overlap and governing bodies should establish a maximum continuous period to be served. This should not generally exceed 12 years unless otherwise specifically agreed by the majority of the governing body.

- 9) A university should codify its internal grievance procedures and publish them with information about the procedure for submitting complaints to the relevant ombudsman or the equivalent relevant agency.
- 10) The annual report of a university should be used for reporting on high level outcomes.
- 11) The annual report of a university should include a report on risk management within the organisation.
- 12) The governing body should oversee controlled entities by:
 - ensuring that the entity's board possesses the skills, knowledge and experience necessary to provide proper stewardship and control of the entity;
 - appointing some directors to the board of the entity who are not members of the governing body or officers or students of the university;
 - ensuring that the board of the entity adopts and regularly evaluates a written statement of its own governance principles;
 - ensuring that the board documents a clear corporate and business strategy which reports on and updates annually the entity's long-term objectives and includes an annual business plan containing achievable and measurable performance targets and milestones; and
 - establishing and documenting clear expectations of reporting to the governing body, such as a draft business plan for consideration and approval before the commencement of each financial year and at least quarterly reports against the business plan.
- 13) A university should assess the risk arising from its involvement in the ownership of any entity (including an associated company as defined in the Accounting Standards issued by the Australian Accounting Standards Board), partnership and joint venture. The governing body of a university should, where appropriate in light of the risk assessment, use its best endeavours to obtain an auditor's report (including audit certification and management letter) of the entity by a State, Territory or Commonwealth Auditor-General or by an external auditor.
- 14) A university should disclose in its Annual Report its compliance with this Code of Best Practice and provide reasons for any areas of non-compliance.

6 RESPONSIBILITIES

Compliance, Monitoring and Review

- 6.1 The Vice-Chancellor shall be responsible for ensuring compliance with the Code. The University will disclose in its Annual Report, its compliance with the Code and provide reasons for any areas of non-compliance.

Records Management

- 6.2 All records relevant to this document are to be maintained in a recognised University recordkeeping system.

7 DEFINITIONS

Refer to the University [glossary](#) for the definition of terms used in this policy.

8 RELATED LEGISLATION AND DOCUMENTS

Related Policy Document Suite

[Central Queensland University Act 1998](#)

[Council membership Policy and Procedure](#)

[Election of Members to Council Procedures](#)

[Election of Members to University Committee Procedure](#)

[Code of Conduct](#)

Related Legislation and Supporting Documents

[Australian Accounting Standards](#)

[Corporations Act](#)

Approval and Review	Details
Approval Authority	Council
Advisory Committee to Approval Authority	
Administrator	Deputy Vice-Chancellor (Student Experience and Governance)
Next Review Date	29/05/2018

Approval and Amendment History	Details
Original Approval Authority and Date	Council 26/09/2011
Amendment Authority and Date	Council 29/05/2015



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Central Queensland University T/A CQUniversity Australia
(AG2017/4963)

CENTRAL QUEENSLAND UNIVERSITY ENTERPRISE AGREEMENT 2017

Educational services

COMMISSIONER LEE

MELBOURNE, 9 MARCH 2018

Application for approval of the Central Queensland University Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Central Queensland University Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Central Queensland University T/A CQUniversity Australia. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[6] The National Tertiary Education Industry Union, Australian Municipal, Administrative, Clerical and Services Union and Australian Education Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 March 2018. The nominal expiry date of the Agreement is 30 June 2021.



COMMISSIONER

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Undertaking 3: Redundancy

Where a redundancy is applicable under any section of the Agreement, specifically clauses 13.5 and clause 10 of Schedule 3, and an employee has completed between one and two years of service, they will be entitled to a minimum of four weeks' pay in accordance with s119 (2) of the Act.

Undertaking 4: Shiftworker

Include the Definition "Shiftworker"

***Shiftworker** means, for the purposes of the NES, a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in an institution in which shifts are continuously rostered 24 hours a day seven days a week.*

Undertaking 5: Supported Wage System Employees

The minimum payment under Schedule 2 will be not less than \$84.00 per week.

Undertaking 6: Overtime for Part Time VET Educators and ELICOS Staff

In clause 16.3 - Part Time VET Educators and Schedule 3 - ELICOS staff, who are approved to work beyond their ordinary part time hours will be eligible for overtime calculated at the appropriate rates.

Additionally, Part Time VET Educators are eligible for overtime if they work more than the pro-rata rate of contact hours even if they are within their total ordinary hours for the fortnight.

Undertaking 7: Penalty Rates for Casual VET Educators and ELICOS Staff

Casual VET Educators required to work on a Sunday will be entitled to 200% of their ordinary rate as outlined in Schedule 1 "Casual VET Educators Salary Rates" with a four hour minimum engagement.

Additionally, the University and the parties undertake that any approved work before 8am, unless subject to a Team Based Working Arrangement or other documented flexibility arrangement, will attract overtime rates.

Casual ELICOS Staff required to work on a Sunday will be entitled to 200% of their ordinary rate as outlined in Schedule 1 "Casual ELICOS Salary Rates" with a four hour minimum engagement.

Sincerely

A handwritten signature in black ink, appearing to read 'B. Miller'.

Barbara Miller
Director People and Culture

Note - the model consultation and flexibility terms are taken to be terms of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

Central Queensland University

Enterprise Agreement

2017

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PART A: AGREEMENT FORMALITIES

1. Title

This Agreement shall be known as the *Central Queensland University Enterprise Agreement 2017*.

2. Arrangement

Part A - Agreement Formalities

Part B - Employment

Part C - Hours, Patterns of Work and Workloads

Part D - Performance Management

Part E - Remuneration and Allowances

Part F - Leave

Part G - Other Conditions

2.1 Coverage

This Agreement covers and is binding according to its terms upon the University and its employees. The agreement covers Academic, Professional and VET Educator staff.

Except where provided for in Schedule 3, the provisions of this agreement will apply to English Language Centre teaching staff.

This Agreement has been negotiated between the:

- Central Queensland University (CQUniversity)
- National Tertiary Education Industry Union (NTEU)
- Australian Municipal, Administrative, Clerical and Services Union (AMACSU) and
- Australian Education Union QLD (AEUQ).

2.2 Term and Operation of Agreement

This Agreement will be effective from 7 days after its approval by the Fair Work Commission (FWC) or such later date as the FWC specifies. The nominal expiry of this Agreement will be 30 June 2021.

This agreement is read in conjunction with the National Employment Standards and if a term of this agreement is detrimental to an employee when compared to a standard, the standard prevails over the term of this agreement.

This Agreement supersedes and replaces in its entirety any previous Agreement covering employment with the University. This Agreement operates to the exclusion of and wholly replaces any award (existing or future) and any industrial agreement which may otherwise, but for this clause, apply to those staff whose employment falls within the scope of this Agreement - except for trainee rates of pay which are as prescribed in the *Higher Education Industry – General Staff – Award 2010* (or successor).

During the period of operation of this Agreement, the parties to this Agreement agree that:

- this Agreement shall constitute full and final settlement of all matters and
- there shall be no further claims made.

2.3 University Policies and Procedures in relation to this Agreement

This Agreement focuses on principles relating to conditions of employment and entitlements. This Agreement aims to be simple and easily understood and to provide sufficient flexibility for the University and its employees to apply these principles as required by local operating conditions across its diverse operations.

University policy and procedures do not form part of this Agreement, unless otherwise specified.

Should the University propose changes to a policy or procedure referred to in this Agreement, it will consult with the JCC in relation to these changes.

2.4 Senior Staff Appointments

This subclause excludes Senior Staff from provisions in respect to fixed-term employment as contained in this agreement.

2.4.1 The University may enter into written contracts of employment pertaining to the employment of Senior Staff as defined in this Agreement.

2.4.2 Such a written contract of employment may provide for the following:

- appointment to a senior position on a permanent, fixed-term, casual or other basis
- appointment to a senior position, duties and title, while holding an underlying substantive appointment on a permanent or fixed-term basis
- remuneration, packaging of remuneration and conditions which may differ from this Agreement
- duties, classification and title of the appointment
- performance requirements and arrangements for performance review and reward and management of underperformance
- probation, severance, redundancy and termination provisions and
- other provisions covering intellectual property, protection of the University's interests, restrictions on other activities of the employee and such other matters as determined by the University.

A written contract of employment made in accordance with this clause will take precedence to the extent of any inconsistency with this Agreement.

2.4.3 Where performance review, severance and termination provisions with adequate notice and appeal mechanisms are included in a written contract of employment with a senior staff member, clauses regarding Probation, Unsatisfactory Performance, Misconduct or Serious Misconduct Provisions and Redundancy will not apply to Senior Staff positions but will continue to apply to any underlying substantive position.

3. Renegotiation of Agreement

The University and the Unions covered by this Agreement agree that the expeditious negotiation of a replacement Agreement is in the interests of the University and staff. To this end, at least three months prior to the nominal expiry date of this Agreement, the parties shall provide to the other(s) a bona fide list of variations sought to the terms and conditions in the existing Agreement, including pay, proposed to be included in the new Agreement. Despite the foregoing, the University and the Unions may, during the life of this Agreement, agree in writing on a substitute set of arrangements regarding the renegotiation of a new Agreement for those set out above, and if they do so, they shall comply with those arrangements.

4. Definitions

'Academic duties' are defined within subclauses 14.6 – 14.9 of this Agreement.

The performance and attainment in each of the academic duties can be demonstrated in a wide range of ways. The University policy relating to academic promotions will be written, in consultation with academic employees, to ensure that appointment/promotion provides for the widest possible range of appropriate activities to be recognised as respectively, teaching and related work, research related work, scholarship related work, and service and engagement related work.

'Academic employees' for the purposes of this Agreement means academic employees (Level A-E), Principal Research Employees and English Language Centre employees and casual academic employees.

'Academic misconduct and/or research misconduct' (for the purposes of Misconduct/Serious Misconduct)

Academic misconduct is any action or attempted action that may result in creating an unfair academic advantage for oneself or an unfair academic advantage or disadvantage for any other member or members of the academic community. This includes a wide variety of behaviours such as cheating, plagiarism, altering academic documents or transcripts, gaining access to materials before they are intended to be available, and helping a person to gain an unfair academic advantage.

Research misconduct (as defined by the Australian Code of Responsible Conduct of Research) involves intent and deliberation, recklessness or gross and persistent negligence and serious consequences, such as false information on the public record, or adverse effects on research participants, animals or the environment. It includes fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research, and failure to declare

or manage a serious conflict of interest. It includes avoidable failure to follow research proposals as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment. It also includes the wilful concealment or facilitation of research misconduct by others. Research misconduct does not include honest differences in judgment in management of the research project, and may not include honest errors that are minor or unintentional.

'Afternoon shift' commences at or after 10am and before 6pm and finishes at or after 6.00pm and at or before midnight.

'Approved Teaching Qualifications' in relation to Vocational Education and Training delivery will be as defined in policy and procedure.

'Casual employment' means a person engaged by the hour and paid on an hourly basis.. Casual employees are not entitled to annual leave or paid sick leave; however casuals are compensated for the lack of these entitlements by way of an extra loading added to their ordinary rate of pay.

'Chief investigator' means a person responsible for a research project and who provides direction for the pursuit of the project.

'Compensatory Day Off' (Academic Staff) will be granted, with the approval of the Dean, for circumstances as specified in this agreement. CDOs do not attract annual leave loading and must be taken during the relevant calendar year at a time mutually agreed with the supervisor or are lost.

'Consultation' means conferring in a timely manner between the relevant employee(s), and where they choose their representatives, in such a way that the participants, who are provided with access to the relevant information, have the opportunity to contribute to and to influence the decision. Consultation with employees does not mean reaching agreement.

'Contact duties' for VET Educators means hours spent on the teaching/delivery of unit content. This includes but is not limited to:

- face to face teaching, in-class assessment or supervision of students in scheduled classes in any environment or setting, including classrooms, workshops, tutorials, examinations, industry and in the field;
- teaching by distance mode and on-line;
- workplace training and assessment;

and does not include time spent in course/unit preparation and administration.

'Contact hours' for English Language Centre Teachers means hours of work in which the employee is engage in face to face teaching or supervision of students in scheduled classes, lectures, tutorials, self-access groups, examinations, excursions and other teaching activities, but does not include time spent in course preparation and administration.

'Continuing employment' means employment for an indefinite period.

'Continuous Service' ends if the employment is broken by the passing of more than three months between the end of one employment contract and the next employment contract except that for casual staff, breaks between consecutive terms will not constitute breaks in continuity. Continuity of an employee's service with an employer is not broken by absence from work or leave granted by the University, including such absence through illness or injury.

'Current industry skills' for VET delivery means the knowledge, skills and experience Educators and/or Academics are required to maintain in order to be consistent with the:

- requirements of the vocational education and training packages/accredited courses they are delivering; and
- required skills the University has identified through industry engagement.

'Currency' in relation to VET delivery means current knowledge and skills relevant to vocational training, learning and assessment that informs the employee's training and assessment practices, gained through ongoing professional development.

'Day shift' means a shift which commences at or after 6 am and before 10am and finishes at or before 6.00pm

'Disciplinary action' means action by the University to discipline an employee covered by this Agreement for unsatisfactory performance, misconduct or serious misconduct and is limited to:

- (a) Reprimand or counselling
- (b) Demotion by one or more classification levels or increments
- (c) Withholding of an increment
- (d) Suspension with or without pay
- (e) Termination of employment.

Termination of employment can be used only in the event of proven unsatisfactory performance or serious misconduct.

'EFTSL' refers to Equivalent Full Time Student Load. EFTSL includes all enabling, undergraduate, honours and postgraduate students. It is used as a measure of Academic teaching allocations.

'Eligible employee' means a person employed by the University as a continuing or fixed-term (full time or part-time) employee as defined in this Agreement.

'Eligible casual employee' for the purposes of parental leave:

(1) is a casual employee:

- (a) who has been engaged by the University on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and
- (b) who, but for the birth or the placement of a child, would have a reasonable expectation of continuing engagement by the University on a regular and systematic basis.

(2) Without limiting subsection (1), a casual employee is also an **eligible casual employee** if:

- (a) the employee was engaged by the University on a regular and systematic basis for a sequence of periods during a period (the **first period of employment**) of less than 12 months and
- (b) at the end of the first period of employment, the employee ceased, on the University's initiative, to be so engaged by the University and
- (c) the University later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the **second period of employment**) that started not more than three months after the end of the first period of employment and
- (d) the combined length of the first period of employment and the second period of employment is at least 12 months and
- (e) the employee, but for a birth or placement of a child, would have a reasonable expectation of continuing engagement by the University on a regular and systematic basis.

'ELICOS' means English Language Intensive Courses for Overseas Students.

'English Language Centre employee' means a person employed principally to teach ELICOS, TESOL or other non-award English language courses in an English language centre of an Australian university.

'Fixed-term employment' means employment for a specified term or ascertainable period.

'Flex' or 'Flexitime' refers to a variable working hour arrangement for professional staff on an hour-for-hour basis, initiated at the employee's request but requiring prior approval of the supervisor. It operates in accordance with Policy and Procedures.

'Full-time employment' see Modes of Employment Clause.

'Higher Education Worker (HEW)' means a professional staff employee whose type of work is covered by the classification descriptors as outlined in Schedule 7 of this Agreement.

'Identifiable funding external to the employer' for the purposes of fixed term employment means funding such as HEPPP, ISSP, SAF or their replacements however so named.

'Immediate family' includes an adopted child; brother; brother-in-law; child; daughter-in-law; de facto spouse; ex nuptial child; ex-foster child; father-in-law; foster child; grandchild; grandchild-in-law; grandparent; grandparent-in-law; mother-in-law; parent; parent through adoption; sister; sister-in-law; son-in-law; spouse; step-brother; step-child; step-parent; step-sister, dependent adult and any other person as approved by the University.

A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband, wife, partner or same-sex partner of that person on a bona fide domestic basis although not legally married to that person.

'Indigenous Australian' means a person of Aboriginal or Torres Strait Island descent who identifies as an Aboriginal or Torres Strait Island person and is accepted as such by their community.

'Indigenous Ceremonial Obligations' may be "traditional" or "urban" in nature and may include initiation, birthing and naming, funerals, smoking or cleansing and sacred site or land ceremonies.

'Joint Consultative Committee' – (JCC) is the primary Union/University consultative body in relation to workplace reform and other significant employee relations issues.

‘Leading Vocational Teacher’ means a person who will commit to teaching excellence and a leadership role within a teaching team by performing higher level duties of an educational or strategic business nature.

‘Life Skills’ those subjects which are to improve literacy, numeracy and competence of students in work related subjects.

‘Live work’ (VET) is practical work where students are performing tasks on full-scale exercises conducted on campus, including workshops, and/or at locations external to the campus.

‘Long term casual’ means:

- (a) the employee was engaged by the University on a regular and systematic basis for a sequence of periods during a period (the *first period of employment*) of less than 12 months and
- (b) at the end of the first period of employment, the employee ceased, on the University’s initiative, to be so engaged by the University and
- (c) the University later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the *second period of employment*) that started not more than three months after the end of the first period of employment and
- (d) the combined length of the first period of employment and the second period of employment is at least 12 months and
- (e) the employee would have a reasonable expectation of continuing engagement by the University on a regular and systematic basis.

‘LOTE’ means Language Other Than English.

‘Marker’ – is an employee employed to undertake marking of student assessments on a casual basis. Such an employee must have relevant qualifications as prescribed in the Australian Quality Framework (AQF).

‘Misconduct’ means conduct which is not serious misconduct but is nevertheless conduct which is unacceptable.

‘Moderation’ (VET) means a quality control process aimed at bringing assessment judgements into alignment to ensure that the same assessment standards are applied.

‘NEAS’ means National ELICOS Accreditation Scheme.

‘Non-Contact Time’ (VET) – time spent by a VET Educator undertaking preparation and performing other organisational duties.

‘Night shift’ commences after 6pm and before 6am the following day.

‘Part-time employment’ applies to an employee engaged to work for a specific proportion of a full-time position and receive that proportion of the relevant full-time salary, and is entitled, pro rata, to the benefits and non-salary conditions of a full-time position.

‘Parties to the Agreement’ are Central Queensland University and those parties noted in the approval of this Agreement by the FWC.

‘Parties to the dispute’ are the University and the employee/s, or the Union/s raising the dispute or expected to respond to the dispute.

‘Primary Caregiver’ means a person who assumes the principal role of providing care and attention to a child.

‘Principal Research Employee’ means a person appointed on a fixed term basis to lead, conduct or contribute expert assistance to research projects.

‘Professional staff employee’ means for the purpose of this Agreement, general staff employees (HEW Levels 1-10) as defined in the Central Queensland University Act 1998 and support research-only employees (SRE Levels 1-7).

‘Professional Development’ is a combination of activities including:

- attendance at activities hosted or approved by relevant professional bodies and associations,
- attendance at conferences relevant to the profession,
- participation in workshops, networks, communities of practice or mentoring activities,
- participation in industry release schemes,
- pursuing relevant qualifications (including post-graduate qualifications),
- participation in projects with industry, and
- shadowing or working closely with other trainers and assessors.

For the purposes of allocating funding under this agreement, Professional development does not include mandatory institutional training or moderation and validation.

'Recall' means where a Professional staff employee has been called back to perform work at a time when the employee would not ordinarily be at work and has not been notified prior to last finishing work that the employee would be called back.

'Recognition of Prior Learning (RPL)' means an assessment process of the competency/s an individual possesses that may have been acquired through formal, non-formal and informal learning to determine the extent to which that individual meets the requirements specified in the training package or accredited course.

Formal learning means learning that takes place through structured program of instruction and is linked to an Australian Qualifications Framework qualification or of Attainment.

Non-formal learning means learning that takes place through structured program of instruction, but does not lead to an Australian Qualifications Framework qualification or Statement of Attainment (for example, in-house professional development program).

Informal learning means learning that results through experience of work-related, social, family or leisure activities (for example the acquisition of interpersonal skills through years of work experience in a relevant role).

RPL is not counted as contact time.

'Redeployment' means transferring an employee, ideally on a voluntary basis, from one substantive position to another substantive position within the University on a continuing basis. This action may be taken by the University when an employee's substantive position has been made redundant, or when an employee for medical reasons is no longer able to perform the duties and responsibilities required of their substantive position, or for other appropriate reasons.

'Redundancy' means a situation where a position is formally declared as 'surplus to requirements' that is, the University no longer requires a particular function or job to be performed by anyone. The emphasis is on the function or the job and not the employee. The disestablishment of a job or position may result from reasons including, but not limited to, technological change, scaling down of operations or production, re-organisation or sustained reduction in student numbers. A person who loses their job through redundancy is usually said to have been retrenched. There are provisions within this Agreement and industrial legislation which govern procedures in respect to potential redundancy situations.

'Redundancy package' means a financial payment which shall be made to an employee whose position has been identified as redundant and who has requested separation or where redeployment has been unsuccessful. Accepting a redundancy package will not be construed as resignation on the part of the employee.

'Reflection and Professional Preparation (RPP)' is used by VET Educators to prepare all necessary work required prior to the commencement of education delivery.

'Registered health practitioner' means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under the relevant federal law that provides for the registration or licensing of health practitioners (or health practitioners of that type). For the purposes of this Agreement, an acceptable medical certificate issued by a registered health practitioner must be issued in respect of the area of practice in which the practitioner is registered or licensed under a law of a State or Territory that provides for the registration or licensing of health practitioners.

'Representative' for an employee, means an employee of the University or union representative, (other than a practicing solicitor or barrister), who at the choice of an employee, may support and/or represent that employee. 'Representative' for management i.e. a person acting on behalf of the University in an executive, management, supervisor or similar roles, means an employee of the University or a representative from the Australian Higher Education Industrial Association (AHEIA) or another person of the University's choice (other than a practicing solicitor or barrister) who may support and/or represent the University.

'Research employee' means an employee whose sole or predominant responsibility is to conduct or assist with a research project.

'Salary' means the nominal salary paid to the employee, but includes any allowance or loading which is counted as salary for superannuation purposes.

'Senior Staff' means an employee whose salary rate is above that prescribed for HEW Level 10 or Level E academic and is appointed to a Senior Position and is appointed on a Senior Staff contract.

'Serious misconduct':

- (1) Conduct that is serious misconduct includes wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment; and conduct that causes serious and imminent risk to the health or safety of a person.

- (2) Conduct that is serious misconduct includes each of the following:
 - (a) The employee, in the course of the employee's employment, engaging in:
 - Theft; or
 - Fraud; or
 - Assault;
 - (b) The employee being intoxicated at work;
 - (c) The employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.
- (3) Paragraph (2) above does not apply if the employee is able to show that, in the circumstances, the conduct engaged in by the employee was not conduct that made employment in the period of notice unreasonable.
- (4) For Paragraph (2) (b), an employee is taken to be intoxicated if the employee's faculties are, by reason of the employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the employee is unfit to be entrusted with the employee's duties or with any duty that the employee may be called upon to perform.

'Shift work' means work in accordance with a fortnightly roster and is regularly carried out during recognised hours preceding, during or following the normal business hours of the University (i.e., 8.45am-4.45pm, Monday to Friday).

'Support research-only employee (SRE) means an employee who is appointed on a fixed term basis to primarily assist with or provide support to a research project and whose type of work is covered by the classification descriptors contained in Schedule 8 of this Agreement.

'Supported Wage System' means the Commonwealth Government system to promote employment for people who cannot work at full Agreement rates of pay because of a disability, as documented in 'Supported Wage System: Guidelines and Assessment Process'.

'TESOL' means Teaching English to Speakers of Other Languages.

'TOIL' means time-off in lieu of paid overtime.

'Unsatisfactory performance' means and refers to a situation where it has been established that an employee has failed to meet, over a reasonable period, the standard of performance expected for the position that they occupy.

'Validation' (VET) - means a quality review process that involves checking that the assessment tool(s) produce valid, reliable, sufficient, current and authentic evidence to enable reasonable judgements to be made whether the requirements of the vocational education and training accredited course or training package have been met.

'VET' is the acronym for Vocational Education and Training.

'VET Course Design' – the unpacking of the training package, industry consultation, and broad skills matching of the course requirements with individual staff.

'VET Delivery Timetable' – is the timetable for each course in which individual educators are allocated responsibility, times, dates, delivery methods and locations for classes or training sessions run as part of the VET program. It aligns with VET Programming. The delivery timetable will form the basis of the University's official timetable to be provided to students.

'VET Educators' for the purposes of this Agreement means staff employed to provide educational services predominantly to VET students, and includes the classifications of VET Tutor, VET Teacher, VET Marker, VET Casuals and Leading Vocational Teacher.

'VET Programming' – advance planning and design of the half yearly or yearly delivery and assessment for a team that includes delivery planning, and identifying staff skills and skills deficit areas.

'VET Teacher' – means a person engaged to teach predominantly VET students in that person's area of expertise in relation to courses or units offered by the University. The Person must hold the relevant qualifications according to state and national legislation and regulation.

'VET Teaching Team' – includes whole delivery teams and/or Educators and in some cases individual Educators. They may also include Academic staff delivering into the relevant VET program.

‘VET Tutor’ – means a person appointed as such who is required, under the direction of a VET Educator or in consultation with other VET Educators, to conduct tutorials for the purpose of revising and consolidating student learning in theory and practical VET classes and to assist with student assessment, but does not teach. The Person must hold the relevant qualifications according to state and national legislation and regulation.

‘Vocational competency’ - means demonstrable skills and knowledge relevant to the industry area where vocational education and training is being delivered and assessed.

‘Voluntary Separation Package’ - means a financial payment which shall be made to an employee who has volunteered to separate based on a position having been identified as redundant. Accepting a voluntary separation package will not be construed as a resignation on the part of the employee.

5. Dealing with Disputes

- 5.1** It is agreed that the University, its employees and the Unions have an interest in resolving disputes arising under this Agreement in a timely manner. This dispute resolution process applies to any matters arising under this Agreement, or in relation to the National Employment Standards. Any resolution achieved in accordance with this clause will be in the form of a written agreement.
- 5.2** All parties to the dispute are able to be represented as defined by this Agreement.
- 5.3** While the parties to the dispute attempt to resolve the matter in accordance with this clause, work must continue as normal, other than with respect to bona fide health and safety issues, while the matter in dispute is being dealt with in accordance with this clause. This will not require that changed work practices cease.
- 5.4** Parties to the Dispute should attempt to resolve the issues at a local level between the employee and supervisor in the first instance.
- 5.5** Where the Dispute is not resolved within 5 working days (or other time as agreed by the parties), including where there is disagreement as to whether the dispute is capable of being resolved under this procedure, or the dispute is impracticable to settle or is raised by the relevant union(s) or the University about any matter arising under this agreement or the application of the National Employment Standards, the Dispute must be advised to the Director, People and Culture in writing.
- 5.6** Upon receipt of a written notice of a Dispute, the Director, People and Culture or nominee will convene a Dispute Resolution meeting to try and resolve the Dispute within 10 working days of written notice, unless agreed otherwise. The party(s) raising the Dispute and representatives of either party to the Dispute will be entitled to attend and participate in Dispute Resolution meetings.
- Where the discussions at that dispute meeting appear to require further investigation or consultation, the considerations/consultations may continue beyond the day of the initial meeting. Such discussions or consultations, however, shall not extend beyond five working days from the date of the initial meeting (or other times as agreed by the parties).
- 5.7** If the Dispute is resolved at, or as a result of the Dispute Resolution meeting, all parties will be notified in writing as soon as practicable of the details of the resolution by the Director, People and Culture or nominee and the matter will be considered finalised.
- 5.8** Should the dispute not be resolved by the processes referred to above, either party to the dispute may refer the dispute to FWC, or if the parties concur, to an independent mediator agreed by the parties. At this point the relevant Union(s) will be notified and have a right to appear as a party to the dispute. In dealing with the dispute, FWC or the agreed person may exercise all necessary and proper procedural powers which are necessary to make such dealings effective. Unresolved disputes will be referred to FWC within 20 working days (or other time as agreed by the parties) from the end of the meeting outlined in the clause above or the dispute will lapse.
- 5.9** FWC or the agreed person is empowered to resolve the dispute by conciliation and, if the dispute remains unresolved, by arbitration.
- 5.10** The decision of FWC or the agreed person will bind the parties, subject to either party exercising a right of appeal against the decision of FWC to a Full Bench.
- 5.11** Settlements reached through the processes above shall be without prejudice to other similar matters.

6. Flexibility

6.1 This clause constitutes the flexibility term referred to in section 202 of the Fair Work Act 2009.

6.1.1 At the initiative of either the University or the Employee, an employee shall be entitled to enter into an individual flexibility arrangement with the University about any of the following matters:

- The taking of additional leave without pay consequent upon the birth or adoption of a child, in addition to the leave provided for in this agreement
- The option to convert gross salary to alternative benefits for an eligible employee in accordance with this agreement.
- The option for part-time Professional Staff to agree to a minimum engagement of less than four hours to suit their personal circumstances in accordance with this agreement
- The option of working a 48/52 flexible working scheme and other flexible arrangements in accordance with the flexible work arrangements clause.
- The option of working flexible hours
 - (a) outside of the span of hours to meet personal needs subject to operational requirements; and/or
 - (b) As averaged over a 2 to 4 week period.

6.1.2 An individual flexibility arrangement must:

- i) be genuinely agreed to by the University and the employee
- ii) be about a 'permitted matter' and is not an 'unlawful term', as defined in the Fair Work Act 2009
- iii) the University must ensure that the employee will be better off overall as a result of entering into the individual flexibility arrangement than would have been the case if they had not done so and
- iv) the individual flexibility arrangement does not require that anyone else approve it, other than the employee and the University.

The individual flexibility arrangement may be terminated at any time by agreement in writing, and can be terminated unilaterally at 28 days' notice.

The individual flexibility arrangement is agreed to in writing and signed by the employee (or in the case of an employee under the age of 18, by their parent or guardian) and the University.

7. Consulting on Workplace Issues

7.1 Consultation processes

The University is committed to open discussion and direct consultation with employees and the Unions about workplace issues that have significant consequences to them, including change management, human resource policies and their implementation. Such issues will be discussed in a spirit of cooperation and trust to ensure that employees and the Unions have an opportunity to raise workplace issues, to receive sufficient information on issues that affect them, to have an opportunity to contribute their views on those issues and to have meaningful involvement in decision making.

The University uses a variety of mechanisms to communicate and consult with employees and the Unions on workplace issues as detailed above, such as those listed below. The most appropriate mechanism(s) will be influenced by the nature and scale of the proposed changes.

Key mechanisms for communication and consultation include, but are not limited to:

- School/Division/Directorate and/or organisational work group meetings
- the Intranet/website for direct employee feedback, with five working days for consultation
- a Staff Consultative Forum which is open to all employees
- a Joint Consultative Committee (JCC).

An employee or the Union(s) may raise workplace issues directly with management at any time.

7.2 Role of the Joint Consultative Committee (JCC)

The JCC is the primary Union/University consultative body in relation to workplace reform and other significant employee relations issues. There will be a single Joint Consultative Committee (JCC) to cover the enterprise

agreement. The JCC will comprise representatives of management and up to three nominees of each of the unions noted in the approval by FWC. A union may nominate to have additional representatives present for a particular meeting and this would not be unreasonably denied by the JCC Chair.

The JCC:

- will act as a consultative body in relation to workplace issues that have significant effects or human resource policy issues and
- will meet bi-monthly or at other intervals as necessary.

An employee who is a member of the JCC will be allowed reasonable time off during working hours for the conduct of any representative functions. The employee must discuss the need to leave their work area with their supervisor before doing so.

For the purposes of assisting the JCC in carrying out its function under this Agreement, the University will provide the employees on the JCC with reasonable use of University-provided email and web facilities in accordance with University policies and protocols on use of these media. To inform members of the JCC in respect to the views of staff, the University will ensure that employees have reasonable use of meeting rooms, telephones and video conference facilities for meetings.

The University will provide a report to the JCC every six months, which provides:

- a breakdown of the total number of staff by category (e.g. continuing, fixed-term, casual) and mode of employment (e.g. full-time, part-time)
- Indigenous Staff Numbers
- De-identified list of fixed term contracts by category for all Staff.

7.3 Introduction of Change

7.3.1 The University acknowledges that the management of workplace change requires the involvement of employees and the Union(s) who will be directly affected by that change.

7.3.2 Following a decision by the University that changes may be required in work activities, programmes, organisation, structure or technology which may have significant consequences, the University will initiate consultation with the relevant employees and the relevant Union(s), in a timely manner about the need for the change and the development of any significant change proposal in accordance with University guidelines.

7.3.3 This consultation will occur via the variety of mechanisms to communicate and consult, including the Joint Consultative Committee. This consultation will provide an opportunity for employees and the relevant Union(s) to consider and propose alternate options for managing change and to be meaningfully involved in the final decision about proceeding with change.

7.3.4 Significant consequences include, but are not limited to:

- substantial changes in the composition, operation or size of the University workforce or in the skills required;
- the restructuring of organisational units;
- variation to the delivery of University services which impact on its staffing structure, or any changes likely to lead to job losses.

7.3.5 Following consideration of feedback, if a decision is taken by the University to proceed with a significant change proposal, the University will consult with the relevant employees and the relevant Union(s), about any impacts of the implementation of that change on the work performed by employees. Such consultation will include implementation arrangements, including a timetable, processes to be used and measures to ensure that remaining employees are not disadvantaged by increased workloads or loss of career prospects. Consultation will include consideration of alternative ways of introducing those aspects of the change which impact on the work of employees and means to avoid detrimental impacts on employees including voluntary measures such as retraining, redeployment, part-time employment opportunities or voluntary separation. Where changes lead to positions becoming redundant, the University will comply with the redundancy provisions of this Agreement.

7.3.6 Where significant change to work organisation has occurred, a review of the impact of the change on workloads will occur within twelve months after the implementation of the significant change.

7.4 Change to Regular Roster or Ordinary Hours of Work (Professional Staff and VET Educators Only)

7.4.1 Where the University proposes to introduce a change to the regular roster or ordinary hours of work of employees, the University will notify and consult with the employees who may be affected by the proposed change.

7.4.2 The relevant employees may be assisted by the relevant Union for the purposes of the consultation, and the JCC may oversee this process.

7.4.3 As soon as possible after proposing to introduce the change, the University will:

- (a) discuss the introduction of the change with the relevant employees; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the University reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the University reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

However, the University is not required to disclose confidential or commercially sensitive information to the relevant employees.

7.4.4 The University must give prompt and genuine consideration to matters raised about the change by the relevant employees.

7.5 Outsourcing

7.5.1 Where the University proposes to outsource work and activities that are undertaken by employees covered by this Agreement, or to commence using (or increase the use of) independent contractors or labour hire workers (except in the instance of short-term peak workload) to perform a type of work currently being performed by employees, the University will initiate consultation in accordance with the Introduction of Change clause with the employees affected and the relevant Union(s). Where the University decides to outsource, all reasonable steps will be taken to seek to ensure that the employees currently undertaking the work activities either retain employment with the University, or obtain employment with the contractor without loss of pay, conditions and entitlements. Where these steps are unsuccessful, redundancy provisions will apply.

7.5.2 The consultations about outsourcing will include discussions of whether the business case is sound and that outsourcing will ensure adequate and appropriate quality standards, and will enable employees, and the relevant Union(s) to make alternative proposals to demonstrate that they can provide the work in a cost effective manner and will ensure adequate and appropriate standards.

PART B: EMPLOYMENT

8. Categories of Employment

(Excluding English Language Centre Employees and Senior Staff)

8.1 Continuing employment

‘Continuing employment’ means employment made for an indefinite period. A continuing appointment may be either on a full-time or part-time basis and may contain a reasonable probationary period as outlined in the Probation clause of this Agreement. For Professional staff only it may alternatively be made on a Term Employment or Annualised Hours Employment basis.

8.2 Fixed-term employment – Academic and Professional Staff Employees Only

‘Fixed-term employment’ means employment for a specified term or ascertainable period. The contract for this employment will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment shall expire).

Fixed-term employment may either be on a full-time or part-time basis. For Professional staff only it may alternatively be made on a Term Employment or Annualised Hours Employment basis.

Fixed-term employment is terminable by the University during a probationary period or for unsatisfactory performance or for cause based upon serious or wilful misconduct or ill-health.

8.2.1 The use of fixed-term employment

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

i) Specific task or project

'Specific task or project' shall mean a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the employer, as defined.. It cannot be made from funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

Where an employee has been engaged on 2 or more consecutive fixed-term contracts in the same position over a period of 3 or more years, they will be eligible to apply for continuing employment provided the original appointment was via merit selection under the University's recruitment and selection procedures for at least 1 of the fixed-term contracts, and performance has been satisfactory.

The University will offer continuing employment to an employee applying for conversion in accordance with this clause, unless:

- the employee is performing work which will cease within the following 2 years and there is no other suitable work; or
- the position is funded 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.

ii) Research

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

Where a research grant or like revenue source supporting a particular period of research-only employment runs for a defined period of time, or is reasonably expected to do so, then unless there are other special or unusual circumstances, fixed-term appointments shall be for the whole of the period of the grant. The exception to this is if there is a genuine operational reason related to the required commencement or completion time of particular work on a research project, or the preference of an employee. In this case, unless there are other special or unusual circumstances, fixed-term appointments shall be for the whole of the period the work is expected to be required.

The University is committed to maximising continuity of employment for research staff by notifying the staff member and their supervisor of the need to have a conversation about the prospects of contract renewal at least 8 weeks prior to the expiry of the fixed-term appointment.

iii) Replacement Employee

'Replacement employee' means an employee:

- (a) undertaking work activity replacing an existing employee for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from his/her usual work area. Where a continuing employee is seconded to a position within the University which would be a fixed-term appointment under this clause, the employee shall maintain continuing employment but the original position temporarily vacated by the secondee may be filled on a fixed-term basis for the period of the secondment, or
- (b) performing the duties of a vacant position for which the employer has made a definite decision to fill and has commenced recruitment action.

Where the replacement employee is appointed to a fixed-term contract of at least 6 months duration under the circumstances specified in (a) above, and the existing employee does not return to the substantive position for any reason, then should the position or substantially the same position occupied by the replacement employee continue beyond the contract period, the replacement employee shall be offered continuing employment in that position (or in another agreed position) at the conclusion of the contract period as long as:

- Selection has been by a merit based process;
- performance has been satisfactory; and
- the position is not from identifiable funding external to the employer excluding funding that is part of an operating grant from government, or funding comprised of payment of fees made by or on behalf of students

iv) 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 contract. For the purpose of this paragraph, practical or commercial practice will be considered as 'recent' only when it has occurred in the previous two years.

v) Pre-retirement contract

Where a full-time or a part-time employee declares that it is his or her intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five years.

vi) Fixed-term contract employment subsidiary to studentship

Where a person is enrolled as a student, a fixed-term contract may be adopted as the appropriate type of employment, provided that a contract for work activity is not otherwise allowed for within this clause and provided that:

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

vii) Internship for CQUniversity Graduates into Professional Staff roles

Recent (within two years of graduation) CQUniversity graduates may be offered an Internship with CQUniversity under a University-approved Internship program operating in specific areas of the University. Such Internships will run for a period of up to three years. The number of Internships will not exceed 5% of the University's professional staff numbers without the agreement of the JCC.

viii) Apprenticeship or Traineeship

An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the relevant State or Territory training authority, or a person employed under a special Commonwealth or State Government employment or training scheme.

ix) Significant Unserved Student Enrolment

A fixed-term contract may be offered where there is significant growth in student enrolment which is expected to exceed 5 EFTSL and exceeds current staffing capacity and there is genuine uncertainty as to whether the work will continue. A fixed-term contract can be offered for up to two years and a further fixed-term contract of a maximum of 12 months may be offered subsequent to the initial contract.

A fixed-term contract offered in these circumstances will be subject to the following conditions:

- The written offer of employment includes an understanding that should the position or substantially the same position occupied by the appointee continue beyond the second contract period the appointee shall be offered continuing employment in that position at the conclusion of the contract period as long as performance has been satisfactory.
- Should a position not be offered under the above dot point, upon request by the employee, the University will, for eight weeks prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

x) New Organisational Area

A fixed-term contract may be offered in the case of employment in a new organisational area about which there is genuine uncertainty as to whether it will continue. A fixed-term contract can be offered for up to two years from the establishment of any such area and a further fixed-term contract of a maximum of 12 months may be offered subsequent to the initial contract.

For the purposes of this sub-clause, a new organisational area shall mean work in the following circumstances:

- a new discipline or sub-discipline of academic, administrative or commercial work not previously offered; or
- an academic, administrative or commercial function offered in a new geographical location. This means the work will be physically delivered in a recognised

CQUniversity location outside of the campuses where that function is currently offered, but not merely a new location within the same town or city, and not created from the merger or division of or movement of work from an existing location; or

- as otherwise agreed between the University and the relevant union.

Any new configuration of work previously undertaken shall not constitute a new organisational area.

A fixed-term contract offered in these circumstances will be subject to the following conditions:

- The written offer of employment includes an understanding that should the position or substantially the same position occupied by the appointee continue beyond the second contract period, the appointee shall be offered continuing employment in that position at the conclusion of the contract period as long as performance has been satisfactory.
- Should a position not be offered under the above dot point, upon request by the employee, the University will, for eight weeks prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

xi) Disestablished organisational area

Where an organisational work area consisting of at least three employees (or with the Agreement of the Union, fewer employees) has been the subject of a decision by the University to discontinue that work within 36 months (including a discontinued course/unit) fixed-term contract employment may be offered to work in that area provided that:

- should the decision to discontinue the work area be reversed, or should for any other reason the employee's position or substantially the same position continue beyond a 36 month period, the employee shall be offered that work on a continuing basis as long as performance has been satisfactory.

Should a position not be offered under the dot point above and excepting situations where performance has not been satisfactory, upon request by the appointee, the University will, for eight weeks prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

xii) Early Career Academic

The University will establish and advertise Early Career Academic Positions (ECAPs) designed to attract talented early career academics to CQUniversity from its own cohort of postgraduate students and casual academic employees and from elsewhere where appropriate. Such an appointment would be for a period of two years.

Eligibility to apply for ECAPs will be restricted to applicant employees who have:

- been awarded a PhD (or Professional Doctorate) over the last five years or
- been active candidates in their final year and have made satisfactory progress toward completion of their PhD (or Professional Doctorate) during the preceding two years and performed casual teaching work for the University over the last five years.

At the end of ECAPs, the incumbent may be offered continuing employment subject to an assessment of the staff member's satisfactory performance and the continuing need for the work being performed. Where such a further appointment is made, it shall be to a convertible two-year fixed-term position, meaning that at the end of the further period of two years, the position may be converted to continuing employment unless the holder were considered not to be appointable on academic merit and performance in the role, in which case they shall be so advised three months prior to the expiry of the convertible contract.

The University undertakes that the ECAPs will only be used for early career staff, and that this category will not be used as a substitute for continuing employment. The number of ECAPs will not exceed 5% of the University's academic staff numbers without the agreement of the JCC.

xiii) On a case by case basis

The parties by written agreement may permit the use of fixed term employment in circumstances not otherwise covered in the agreement. An agreement under this sub-clause is not to be used to create a precedent for any further agreement(s).

8.2.2 Further employment

Where a decision has been made to renew a fixed-term position, the incumbent will be offered appointment to that position so long as the original appointment was via merit selection under the University's recruitment and selection procedures and performance has been satisfactory.

For the purposes of this clause 'renewal' of a fixed-term contract occurs when a contract is offered which includes substantially the same duties as the previous contract.

8.2.3 Notice

The University will give fixed-term employees appointed in the following circumstances notice of the University's intention to offer, or not to offer, a new fixed-term contract upon the expiry of the current fixed-term contract:

- specific task or project
- research
- recent professional practice
- apprenticeship or traineeship
- significant unserviced student enrolment
- new organisational area
- disestablished organisational area
- early career academic
- on a case by case basis.

Table 1: Fixed-term Notice Periods

Period of Continuous Service	Period of Notice
Less than 3 years	at least 2 weeks
3 years but less than 5 years	at least 3 weeks
5 years or over	at least 4 weeks

Research Only fixed term employees with continuous service of more than 1 year will be entitled to at least 4 weeks' notice of cessation or renewal of employment. The University is committed to maximising continuity of employment for research staff by notifying the staff member and their supervisor of the need to have a conversation about the prospects of contract renewal at least 8 weeks prior to the expiry of the fixed-term appointment.

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

8.2.4 Severance pay

- i) This section applies to a fixed-term employee **engaged for a specific task or project or for research** whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment but it is not renewed because:
 - (a) in the case of an employee on a second or subsequent fixed-term contract, the same or substantially similar duties are no longer required by the employer or
 - (b) the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.
- ii) Severance payment entitlements will be calculated for a period of continuous service as follows:

Table 2: Fixed-term Severance Pay

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay*
3 years and less than 4 years	7 weeks' pay*
4 years and less than 5 years	8 weeks' pay*
5 years and less than 6 years	10 weeks' pay*

Period of Continuous Service	Severance Pay
6 years and less than 7 years	11 weeks' pay*
7 years and less than 8 years	13 weeks' pay*
8 years and less than 9 years	14 weeks' pay*
9 years and less than 10 years	16 weeks' pay*
10 years and over	12 weeks' pay**

* 'week's pay' means the ordinary time rate of pay for the employee concerned.

** the step down in severance pay at the tenth year accounts for employees receiving pro-rata long service leave

- iii) Where the University advises an employee in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, then payment of severance benefits may be deferred for a maximum period of four weeks from the expiry of the period of fixed-term employment.
- iv) If the University obtains acceptable alternative employment within the University for an employee otherwise entitled to severance payment, then that employee is not entitled to severance payment.
- v) In cases of termination for serious misconduct, severance payments will not be paid.

8.2.5 Calculation of continuous service

For the purpose of determining which provisions of this agreement apply to fixed-term employees, breaks between fixed-term appointments of up to two times per year and of up to six weeks each shall not constitute breaks in continuous service.

Periods of approved unpaid leave shall not count for service, but shall not constitute breaks in service for the purposes of this clause.

8.3 Fixed-term employment – VET Educators

8.3.1 Fixed-Term Employee means an employee engaged as a VET Educator to meet temporary circumstances for a specified period not exceeding 12 months. Where such a need continues to exist for an engagement beyond 12 months a Continuing, VET Educator appointment shall be made except where mutually agreed by the relevant parties to this Agreement.

8.3.2 At the completion of the 12 month appointment, the University will review the need for the position and either:

- not renew the position as it is no longer required or there is no budget to support the appointment; or
- renew the fixed-term position and seek agreement as outlined above. In this situation the incumbent will be offered appointment to that position so long as the original appointment was via merit based selection under the University's recruitment and selection procedures and performance has been satisfactory; or
- establish the position as continuing and appoint via a merit based selection under the University's recruitment and selection procedures.

8.3.3 Where an employee has completed 2 years' continuous service in the same fixed-term position, a review of the ongoing need of the position will occur after which the University will either:

- not renew the position as it is no longer required or there is no budget to support the appointment; or
- renew the fixed-term position (in cases of a replacement appointment or where the position is externally funded) and seek agreement as outlined above. In this situation the incumbent will be offered appointment to that position so long as the original appointment was via merit based selection under the University's recruitment and selection procedures and performance has been satisfactory; or
- establish the position as continuing and appoint the current incumbent provided that the original appointment was via merit based selection under the University's recruitment and selection procedures and performance has been satisfactory.

8.4 Casual employment

Casual employee shall mean a person engaged by the hour and paid on an hourly basis. Casual employees will receive a loading of 25% of salary in lieu of benefits not provided to casual employees, including all leave

entitlements (except for long service leave), redundancy, penalties and loadings not provided to casual employees. Casual rates of pay are contained in Schedule 10. Casual staff shall be eligible to apply for internally advertised University positions during the term of their employment.

8.4.1 Casual Academic Employees Engagement

Circumstances in which it is appropriate to engage a casual academic employee are limited to:

- where it is not practicable to make a fixed-term appointment to fill:
 - either a short term vacancy due to the absence or departure of an employee or
 - a short-term appointment to assist in the completion of a specific project or task or during periods of peak work flow or
 - an appointment funded from a research grant, consultancy or similar arrangement to buy out research or teaching time.
- the work to be performed is irregular to the degree that it is not possible to predict the hours of work that may be offered from week to week or the number of weeks of engagement
- the content of the course and subject material that the appointee will teach requires current industrial or professional experience
- there is a short term peak load for part of a term
- employment is offered to postgraduate students
- where custom and practice is that work has been consistently performed over at least two terms by a casual employee who has primary employment other than with the University and will continue to be performed by such a person
- there is an operational need caused by a natural disaster
- other unplanned and unforeseen situations of a similar nature

Casual academic employees are engaged in accordance with Schedule 5.

8.4.1.1 Resources and Collegiality - Casual Academic Employees

Casual academic staff who are employed to undertake delivery of learning and teaching duties amounting to at least one contact hour per week for a complete teaching period shall be provided with access to the following resources and facilities on the same basis as permanent academic staff:

- library cards
- out-of-hours access where required to perform duties
- email accounts
- network and intranet access
- eligibility to apply for professional development opportunities
- are entitled to attend a paid induction and required systems training sessions for new employees where the casual academic staff member has not previously been employed by the University. In the event that a paid induction session is not made available the employee shall be entitled to payment for 5 hours at the 'other academic duties' rate for the purpose of acquainting herself/himself with policies of the University relevant to his or her duties and status as an academic under the guidance of the relevant supervisor
- payment at the 'other academic duties' rate where required by the University to undertake refresher training.

8.4.2 Casual Professional Employees

Circumstances in which it is appropriate to engage a casual professional employee are limited to:

- a short term vacancy is created due to the absence or departure of an employee
- a need to engage additional employees for a short term to assist in the completion of a specific project or task or during periods of peak work flow
- a situation where the work to be performed is irregular to the degree that it is not possible to predict the hours of work that may be offered from week to week
- to cover shifts in the security roster that do not total enough hours to make a full-time or permanent part-time position feasible
- where there is insufficient work available to meet the minimum engagement requirement for a part-time appointment and where a reasonable reorganisation of related or similar work cannot result in meeting that minimum
- where there is an operational need caused by a natural disaster

- sports centre where it is industry practice to staff operations with casual employees
- other unplanned and unforeseen situations of a similar nature.

8.4.2.1 Conversion for long term casual Professional employees (excluding support research-only employees)

Long term casual employees may apply for conversion to either continuing or fixed-term employment as detailed in University policy and procedures.

To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same school/section (or equivalent) either:

- over the immediately preceding period of 12 months and in those immediate preceding 12 months, the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee or
- over the immediately preceding period of at least 24 months.

The University may only refuse an application for conversion on reasonable grounds as specified in University policy and/or procedures.

8.4.3 Casual VET Educators are engaged in accordance with Schedule 10.

Where additional hours become available and are not able to be allocated to a VET Educator below the maximum contact hours, reasonable overtime should be offered to continuing VET Educators in the first instance prior to making a casual appointment. In this instance "reasonable" would equate to up to 6 hours/week. Approvals beyond 6 hr/week would be by approval by the Vice-Chancellor & President or nominee.

8.5 Research-Contingent Continuing (RCC) Employment – Academic Staff

The University and the Unions agree that there are many legitimate reasons why current contract research staff cannot practicably be offered continuing employment, most notably uncertainties associated with external research funding grants and the associated difficulty of redeploying staff with highly-specialised skills should the research funding which supports their employment cease.

Nevertheless, the University and the Unions also agree that it is important for fairness and the retention of quality staff that the University provide continuing employment in circumstances where it is reasonable to do so, having regard to:

- a) whether past experience and a fair estimation of the future shows that it is likely that the revenue streams which support the employee's employment will continue for an extended and indefinite period or
- b) whether the employee has generic skills which, having regard to the ongoing needs of various research projects within the University, would mean that the employee is likely to be able to be assigned from project to project on an extended and indefinite basis.

The parties agree that there is a significant minority of staff who meet one or both of these criteria and who should be considered for continuing employment under this clause.

8.5.1 Status of Employees after Conversion

After conversion or appointment to RCC employment, an employee may be assigned from project to project or may be deployed on a range of projects as a research-only employee to meet the research needs of the University. Any such periods of assignment shall be in writing, which shall specify the duties to be performed, the reporting relationships and the duration of the assignment, which shall be determined by the expected length of the relevant project. An employee may hold more than one assignment at the same time, where he or she is assigned to different projects.

In assigning an employee, the University will as far as is practicable, have regard to the skills, qualifications and experience of the employee, and will also have regard to the employee's preferences. The employee and the University shall both actively seek appropriate periods of assignment to projects in order to maintain continuity of work.

8.5.2 Redundancy arrangements for RCC Employees

The employee shall be treated in all respects as a continuing employee except that the following notice, severance pay and other arrangements shall apply instead of those set out in relation to those matters in the Redundancy clause.

An employee shall be entitled to a six week notice of the intention to terminate employment for redundancy, or by agreement, to payment in lieu.

Notice of termination may only be given if it appears on the clear balance of probabilities that there will be no RCC work to which the employee can reasonably be assigned at the end of the notice period.

During the Notice Period, the University shall offer to the employee to withdraw the Notice if it becomes apparent that appropriate work has become available, and with the consent of the employee the Notice shall be withdrawn.

An employee who has been given notice of redundancy may apply to the Vice-Chancellor and President or nominee within ten working days, for a review of the process leading to the decision to declare the position redundant, on the grounds that the University did not act impartially or properly in making the decision to declare the position redundant or that the decision was discriminatory. The Vice-Chancellor and President or nominee shall make a determination which finalises the matter within the six week notice period and any payment in lieu shall be limited to the balance of that period.

In order to prevent the termination for redundancy of an RCC employee, the University and the employee may agree that the employee shall be temporarily deployed to work other than research-only work until further research-only work is available; and may also otherwise agree to a temporary transfer to act as a replacement employee on work other than research-only work. Neither of these types of deployments shall change the employee's status as an RCC employee.

In the event that an RCC employee is retrenched, the quantum of severance payable will be determined by the length of continuous service in accordance with Table 2 Fixed Term Severance Pay where continuous service will include previous periods on fixed-term appointments and breaks between fixed-term appointments of up to two times per year and of up to six weeks will not constitute breaks in continuous service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

Procedures in respect to the application of this clause will be detailed in University policy and procedures.

9. Modes of Employment

9.1 Full-time employment

Full-time academic employees are engaged to work an indicative 1650 hours across the year and within an average of five days per week in order to perform their assigned duties in the interests of maintaining the efficient operation of the University. Such an employee is paid at the full-time salary in accordance with Schedule 1.

A full-time professional staff employee is engaged to work an average of 36 ¼ hours per week and to perform their assigned duties in the interests of maintaining the efficient operation of the University. Such an employee is paid at the full-time salary in accordance with Schedule 1.

A full-time VET Educator is engaged to work 36 ¼ hours per week and to perform their assigned duties in the interests of maintaining the efficient operation of the University. Such an employee is paid at the full-time salary in accordance with Schedule 1.

9.2 Part-time employment

A part-time employee is engaged to work for a specific proportion of a full-time position and receive that proportion of the relevant full-time salary, and is entitled, pro rata, to the benefits and non-salary conditions of a full-time position. The pattern of the part-time employment will be determined by the University in consultation with the employee.

Staff will be expected to assume an appropriate workload relative to their employment fraction.

The proportion of full-time hours worked by a part-time employee can be changed by mutual agreement.

Professional and VET Educator part-time employees will have regular start and finish times for each day. Their hours will be worked continuously, excluding meal breaks and shall not be less than four hours per day unless otherwise agreed.

9.3 Term employment – Professional Staff

Term employment means employment on a continuing or fixed-term basis to work one or more periods or seasons in each year, which may be a calendar year, as offered by the University.

During the periods of the calendar year that the employee is not required to perform work, the employee's employment contract will continue. However, with the exception of periods of approved paid leave, the employee will be deemed to be stood down for such periods. Such periods will not count as service for any purpose, but will

not break the continuity of service. During a period of stand down, should additional hours become available, it will be offered to stood down Term Employees, before it is offered to casual staff.

9.4 Annualised Hours Employment (AHE) - Professional Staff

Annualised hours employment means employment on a continuing or fixed-term basis for a specific number of ordinary hours within any one calendar year as offered by the University, or as subsequently varied in consultation with the annualised hours' employee.

For the purpose of payment, the total number of nominated hours will be averaged to a fortnightly salary. Annual leave and long service leave will accrue during hours worked and will be taken during the periods of paid work.

9.5 Flexible Work Arrangements

A flexible work year is intended to provide flexibility in employment for employees with family responsibilities and for employees who wish to extend their leave options for personal reasons. To ensure balance between paid work and unpaid caring work, all staff members with caring responsibilities are entitled to apply for flexible working arrangements which may include, but are not limited to:

- Changing from full time work to part time work
- Changing starting and finishing times within hours of work as regulated by this agreement
- Increasing or decreasing hours of work
- Variable working hours arrangements for Professional staff
- Working from home where needed for caring purposes
- Periods of leave without pay including the Flexible Work Year (48/52 week year) scheme.

All employees (excluding casual staff) are eligible to apply to work a flexible work arrangement for up to 12 months or longer with their supervisor. Applications for flexible working arrangements will depend on balancing the operational requirements of the organisational unit along with the increased flexibility options and choice of the employee. Where an application is refused, the University will provide the employee with reasons for its decision.

The arrangements for working a Flexible Work Year will be in accordance with University policy and/or the relevant procedures.

9.6 Multiple Modes of Appointment

In most cases, an Academic, Professional or VET Educator will be employed under a single contract of employment. It is recognised however, that from time to time and in accordance with the University's 'Paid Outside Work Procedures', full-time and part-time staff may also voluntarily engage in other casual employment within the University, in addition to their normal duties, with the approval of their substantive head of organisational area.

In the case of full-time staff, the staff member will be required to make up any scheduled ordinary hours not worked in their full time appointment. This does not exclude work in their full time employment which attracts overtime or penalty arrangements.

The appointments will be treated as separate engagements in accordance with the respective academic/ professional/ VET Educator clauses of the Agreement.

9.7 Advertising of professional staff vacancies

The University encourages and supports career progression of its staff and accordingly will ensure that all positions are advertised internally. To assist the University to achieve workforce diversity, positions may also be simultaneously advertised externally.

10. Requirement to State Terms of Engagement

Upon engagement, the University shall provide to the employee an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement at the time of the appointment in relation to:

- For employees other than casual employees, the classification level and salary of the employee on commencement of the employment, and the hours or the proportion of full-time hours to be worked and the campus location (and where applicable, where this position has been identified as a position that may be relocated in accordance with the Transfer and Job Rotation clause of this agreement).
- For a fixed-term Academic or Professional staff employee, the term of the employment and the circumstances by reference to which the use of a fixed-term contract for the type of employment has been decided.

- For a fixed-term VET Educator, the terms of the employment.
- For Academic staff appointed after the date of FWC approval, who can be required to deliver into VET Qualifications, this must be stated in their terms of engagement.
- For casual employees, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for.
- For any employee subject to probationary employment, the length and terms of the probation.
- Other main conditions of employment including the identity of the employer, the location of University policies and other conditions of employment, the duties and reporting relationships to apply upon appointment,
- The requirement to participate, where the opportunity is made available, in a performance review process and procedures to be instigated in the event of unsatisfactory performance.
- Staff will be advised in writing of any change to their supervisor.

11. Classification Descriptors

The descriptors which apply to employees are outlined as follows:

- Position descriptors Academic Level A-E are contained in Schedule 4
- Casual Academic descriptors are contained in Schedule 5
- Principal Research Employees (aligned to academic salaries A-E) are contained in Schedule 6
- Professional Staff Higher Education Worker Levels 1-10 are contained in Schedule 7
- Support Research-only Employees (aligned to HEW salary 1-7) are contained in Schedule 8
- VET Educators (Leading Vocational Teacher, VET Teacher, VET Tutor) are contained in Schedule 9
- Casual VET Educators are contained in Schedule 10

12. Notice of Termination

Termination of employment may only occur on the following grounds and according to the procedures of this agreement:

- termination during a period of probation
- unsatisfactory performance
- serious misconduct
- termination on medical grounds and
- redundancy.

12.1 Notice period by the University

(This clause does not apply to casual employees)

The notice period for termination of employment of fixed-term and continuing staff is as listed in the table below, provided that at the discretion of the University payment in lieu of notice may be made:

Table 3: Termination Notice Periods

Reason for Termination	Academic Notice Period	VET Educator Notice Period*	Professional Staff Notice Period*
Termination during a period of probation	3 months	4 weeks	4 weeks
Unsatisfactory Performance	3 months	4 weeks	4 weeks
Termination on medical grounds	3 months	6 weeks	6 weeks

*For Professional and VET Educator staff - If the employee is over 45 years old, and has completed at least two years of service at the end of the day notice is given, the employee receives an additional 1 weeks' notice.

In calculating any payment in lieu of notice, the salary an employee would have received in respect of ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated shall be used.

Where, in accordance with University policy and/or procedure, the University terminates an employee found to have engaged in serious misconduct, no notice of termination is required.

12.2 Time off during notice period

During the period of notice of termination given by the employer, an employee shall be allowed up to one day off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

12.3 Resignation

The notice of resignation required to be given by an employee shall be:

Table 4: Resignation Notice Periods

Category of employee	Notice Period
Academic staff	3 months
Professional staff: HEW Level/SRE 1-5 HEW Level/SRE 6-10	2 weeks 4 weeks
VET Educators	8 weeks

At the discretion of the Vice-Chancellor and President or nominee, the University may accept a shorter period of notice.

12.4 Professional Employees stood-down in December, re-employed in January

Any non-casual employee who has been dismissed or stood down during the month of December, and is re-employed at any time before the end of the month of January in the next year, is entitled to be paid the following holidays: Christmas Day, Boxing Day, and the first day of January. To be eligible for payment of these public holidays the employee must have been employed for a continuous period of two weeks or longer immediately prior to being dismissed or stood down.

12.5 Statement of employment

The University shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

12.6 Casual employees

Academic Staff casual employees may be dismissed or leave the University's service at any moment without notice.

Professional Staff and VET Educator casuals may be dismissed or leave the University's service by either the University or the casual employee providing notice equivalent to the relevant minimum hours of engagement outlined at *Table 10* of this Agreement.

13. Redundancy Provisions

(This clause does not apply to Principal Research Employees, Research Contingent Continuing Employees, Support research-only employees, fixed-term employees, casual employees, English Language Centre Employees or to Senior Staff)

13.1 General Principles and consultation

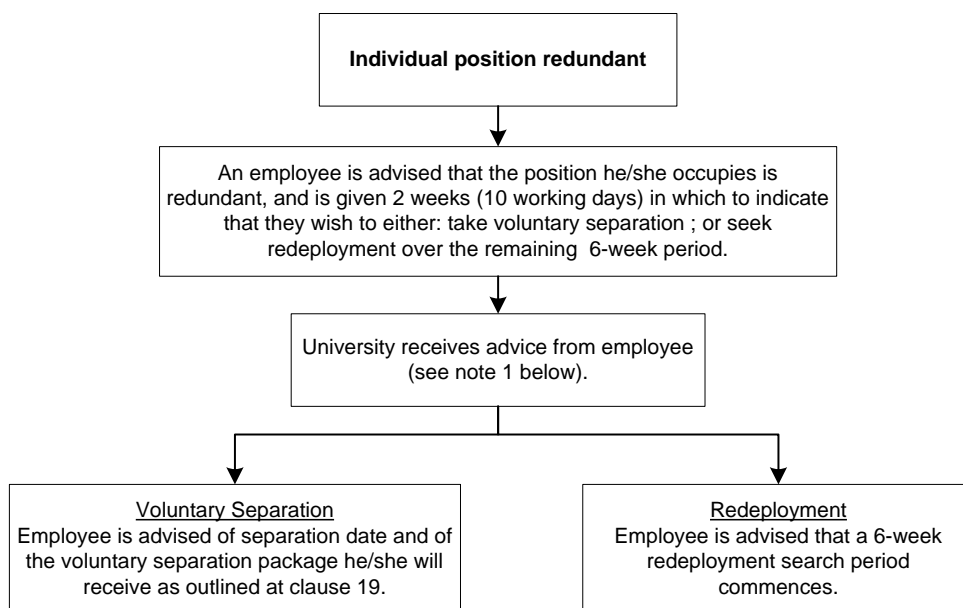
- 13.1.1** The University is committed, wherever possible, to maximising the job security of its employees. The University recognises that the first priority in dealing with redundancy is to consider voluntary measures. The University will make all reasonable efforts to manage job reductions through natural attrition and transfer of an employee(s) within the University, prior to moving to the redundancy provisions as detailed in this Clause.
- 13.1.2** The University may declare a position redundant as result of changes in operational requirements of the University which have significant effects of an economic, technological, structural or similar nature, including, but not limited to:
- a decrease in student demand or enrolments in any academic program or course or combination or mix of programs or courses conducted on one or more campuses

- a decision to cease offering or to vary the academic context 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, cost centre or across the University
- changes in technology or work methods
- scaling down of operations or production, reorganisation or sustained reduction in student numbers or reorganisation.

- 13.1.3** The process for determining whether a position is redundant is set out in University policy and procedure. In circumstances when only one or a small number of positions are subject to redundancy, the University will not instigate a large scale call for expressions of interest in voluntary measures. The individuals whose positions are subject to redundancy will be afforded the opportunity to express an interest in voluntary separation or voluntary redeployment.
- 13.1.4** Procedures for managing the above options are detailed in University policy and procedures. Where an employee wishes to express interest in voluntary measures they must do so by providing a written expression of interest and submitting it to the relevant Senior Executive Member within ten working days of the University's call.
- 13.1.5** The University retains the right to accept or reject expressions of interest based upon the needs of the work area to retain the incumbent of a position.
- 13.1.6** An employee who is able to be voluntarily redeployed will participate in a trial placement of three months. If prior to the end of the trial period, the employee is offered a permanent transfer to the position and the employee declines, or where the employee is unable to perform the duties of the trial position, the employee will be entitled to a redundancy package.
- 13.1.7** An employee who made an expression of interest for either of the above mentioned voluntary measures which was not accepted may seek a review of the decision through the grievance resolution process outlined in the Grievance Resolution Clause of this agreement. The parties agree that any such matters will commence at the third level of the grievance procedures.

13.2 Single position

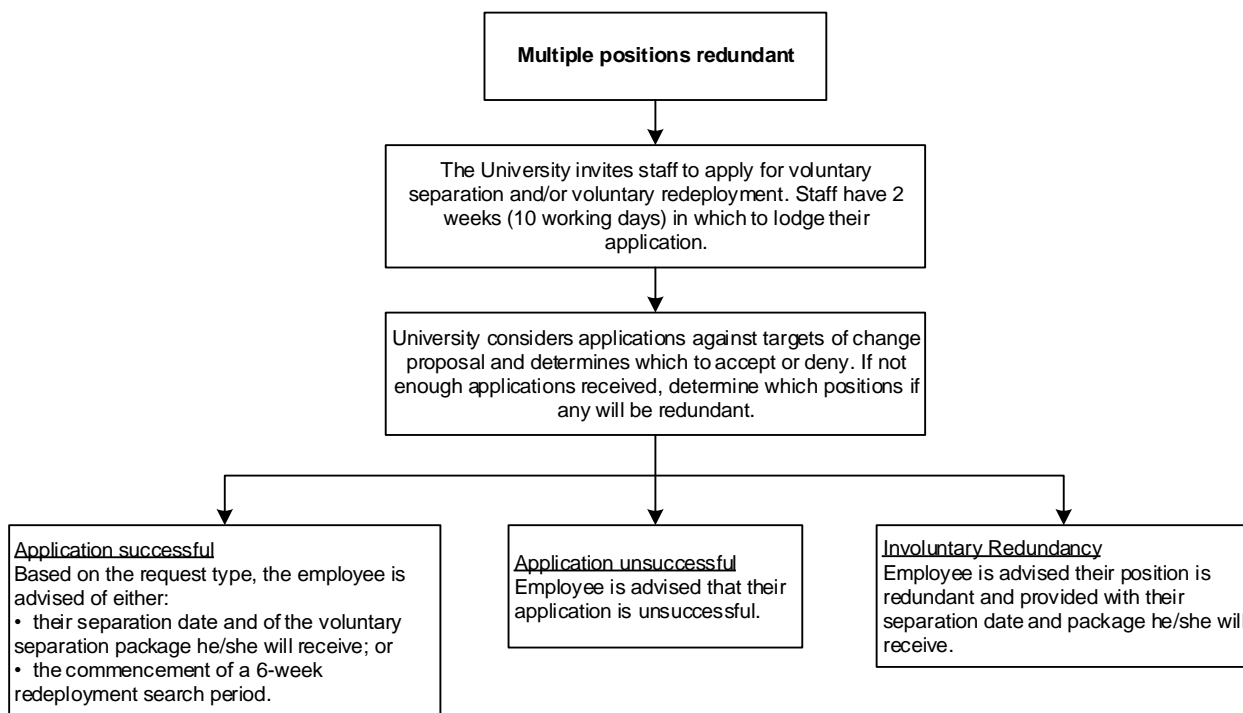
The University may declare a **single position** redundant as a result of changes in the operational requirements of the University. In this situation the University will consult with the employee, and their representative about the need and incidence of such a process and provide them with sufficient information to allow them the opportunity to contribute their views about the proposed redundancy. The consultation will include discussions of measures to avert the proposed redundancy and or mitigate the adverse effect of the proposed redundancy through voluntary separation or voluntary redeployment. Consultation will include provision of relevant information and will seek to reach a shared decision about the change. Seeking to reach a shared decision does not mean that consensus must be reached.



13.3 Multiple positions

Following a decision by the University that changes may be required in work activities, programs, organisation, structure or technology which may have significant consequences, **for more than one position**, the University will initiate consultation in accordance with the Introduction of Change clause.

If, after consultations have occurred and all transfer opportunities in accordance with the Transfer clause have been exhausted, the University decides to proceed with one or more redundancies, the implementation process as outlined in the table below will apply:



Note 1: If an employee fails to indicate within 10 working days of being advised that the position they occupy is redundant, which of the above options they wish to take, or they choose not to take either of the options available, they will be advised of their final day of employment and will receive a redundancy package as outlined below.

13.3 General Points regarding Voluntary Separation and Redundancy Payments

- i) All payments under this clause shall be calculated on the employee's salary rate at the date of cessation of employment, which shall include work related allowances which are counted as salary for superannuation purposes;
- ii) An employee who has worked different modes of employment on a continuous basis (e.g. full-time, part-time or casual), will have the equivalent full-time years of service used in the calculation of their voluntary separation or redundancy payment. For example, where an employee has served for ten years, eight (8) years on a full-time basis and two (2) years on a 50% part-time basis, this service will equate to nine (9) years full-time service.
- iii) An employee who receives a redundancy or voluntary separation payment in accordance with this clause will not be re-employed by the University within 12 months of their separation date unless approved by the Vice-Chancellor;
- iv) An employee to whom this clause applies may seek the advice and assistance of their nominated union at any time during the period of operation of this clause;
- v) Any monies payable to the University by an employee, with respect to appointment and relocation expenses and HECS or Student Contribution fees (except if the employee fails), shall be waived in the event that the employee's position is made redundant;

- vi) An employee whose employment with the University is terminated due to redundancy will be issued with a letter signed by the Director, People and Culture certifying that the individual was the occupant of a position deemed to be surplus to the requirements of the institution;
- vii) If more than 15 employees are to be retrenched, Centrelink will be advised in writing.

13.4 Voluntary Separation Package

Employees who are successful in obtaining a voluntary separation package will receive a separation payment as follows:

- voluntary separation payment equivalent to the relevant Academic, Professional Staff or VET Educators redundancy payment prescribed below, but not less than a 4 week minimum; plus
- balance of unused eight week consideration period (for a description of the operation of the consideration period see the relevant University policy and procedures); plus
- two week's salary; plus
- payment on a pro-rata basis for long service leave calculated on completed years of service or part thereof, less any period(s) of long service leave already taken; plus
- other leave entitlements and loadings payable on termination.

13.5 Redundancy Package

Employees who obtain a redundancy package will receive a separation payment as follows:

13.5.1 Academic Staff Redundancy Payment

The redundancy payment for Academic staff includes payment based on the employee's age and length of continuous service as contained in the following table:

Table 5: Academic Redundancy

Age of Employee	Redundancy Payment	PLUS Redundancy Payment/Years of Service
45 years or over	22 weeks	<ul style="list-style-type: none"> • 3 weeks redundancy payment for every completed year of continuous service less than or equal to 10 years; plus • 2 weeks redundancy payment for every completed year of continuous service in excess of 10 years.
40, 41, 42, 43, 44 years	20 weeks	
39 years or under	18 weeks	

Note: The redundancy payment calculation is capped at 78 weeks, excluding other leave entitlements and loadings payable on termination. The benefits in this clause are in lieu of any notice period; plus

- payment on a pro-rata basis for long service leave calculated on completed years of service or part thereof, less any period(s) of long service leave already taken; plus
- other leave entitlements and loadings payable on termination.

13.5.2 Professional Staff and VET Educators Redundancy Payment

The redundancy payment for Professional staff and VET Educators includes payment based on the employee's length of continuous service as contained in the following table:

Table 6: Professional Staff and VET Educators Redundancy

Notice Period/Years of Service
<ul style="list-style-type: none"> • 3 weeks payment for every completed year of continuous service less than or equal to 10 years; plus • 2 weeks payment for every completed year of continuous service in excess of 10 years.

Note: The redundancy payment calculation is a minimum of four weeks and capped at a maximum of 52 weeks, excluding other leave entitlements and loadings payable on termination. The benefits in this clause are in lieu of any notice period; plus

- payment on a pro-rata basis for long service leave calculated on completed years of service or part thereof, less any period(s) of long service leave already taken; plus
- other leave entitlements and loadings payable on termination.

13.6 Review

An employee who has been given notice of redundancy may apply to the Vice-Chancellor or nominee within ten (10) working days, for a review of the process leading to the decision to declare the position redundant, on the grounds that the University did not act impartially or properly in making the decision to declare the position redundant, or that the rules of natural justice were not applied, or that the decision was discriminatory.

In such cases, a review of the concerns will be conducted by a member of senior management previously not involved in the matter, selected by the Vice-Chancellor & President or nominee.

PART C: HOURS, PATTERNS OF WORK AND WORKLOADS

14. Academic Staff

14.1 Attendance

- 14.1.1** A full-time academic employee is engaged to work and attend the University as specified by the Vice-Chancellor and President or nominee and to perform their assigned duties in the interests of maintaining the efficient operation of the University.
- 14.1.2** Academic employees do not have set working hours. The quality of academic programs for students, the efficient working of the University and the success of each academic organisational unit requires participation and work on campus by academic employees consistent with their terms of employment.
- 14.1.3** Students can expect to have reasonable access to academic employees involved in teaching or administration of any unit or course in which they are enrolled. To this end, academic employees must be available to students for consultation during teaching, study and examination periods whether students are studying on-campus or in distance or online mode. Student consultation times must be advised to students at the commencement of each term for each unit and course. Where circumstances necessitate a change to these arrangements, (eg unplanned leave, formal off-campus activity), then the Head of the organisational unit must be notified so that alternative arrangements can be documented and approved to meet the needs of students.

14.4 Workload Allocation

(This clause applies to Principal Research Employees only with respect to those clauses that ensure appropriate management of their workloads. This clause does not apply to English Language Centre employees).

The purpose of this clause is to provide guiding principles and workload allocation guidelines for the allocation of academic duties.

Outcomes for the various academic duties will be agreed and documented as part of the formal annual PRPD.

The principles and guidelines of this clause will be applied in a transparent and equitable manner.

Principles to be applied include the following:

- All academic staff will be afforded the opportunity over time to undertake academic duties and demonstrate performance in all of the areas defined in this clause.
- Before workload allocations are finalised, individual academic staff will be consulted to ensure that their advice about career goals, family and carer responsibilities, disabilities, as well as annual and other leave intentions are factored in when considering their allocated academic duties.
- Adequate provision will be made in the allocation of academic duties for the taking of recreation, long service and other forms of paid and unpaid leave (including study leave and secondment) as well as involvement in agreed workplace activities both within and outside the work unit.
- The reasonableness of the total workload for each academic staff member will be assessed by ensuring that the required duties can be completed in an indicative 1650 hours across the year and within an average of five days per week.

- v) The outcomes expected of academic staff to be used in allocating the various academic categories will be identified in the Academic Profiles document (howsoever entitled), and any changes to these and related documents will require consultation with academic staff (including the JCC).
- vi) Management will compensate academic staff with workload relief for extraordinary administrative burdens (such as Academic leadership, supervisory functions, significant system upgrades or new academic governance systems).
- vii) Adequate appropriate training and development (which includes appropriate opportunities to pursue postgraduate qualifications) will be provided,
- viii) Work allocations, including calculations, will be published in the school or unit in a timely manner.

14.5 Allocation Requirements

Employees either individually or as a group, can raise concerns regarding unreasonable or inequitable workload issues using the process detailed in the Handling Workload Issues Clause.

- 14.5.1** An academic staff member will not be required to be involved in the coordination, teaching and/or learning management delivery of more than six units and for no more than two terms in a calendar year, and no more than three consecutive terms across years, except where:
- an academic staff member agrees to undertake a greater teaching load in a particular year as part of an arrangement for staff development planned over a period of two or more years, or;
 - mutually agreed; or
 - the only feasible way of allocating a reasonable individual workload involves teaching and learning management activities in three terms. The following term must then be an allocated non-teaching term.
- 14.5.2** Academic staff are not obligated to undertake additional units to maintain EFTSL limits. It is the Dean's responsibility to adequately plan the teaching effort within the school. The Agreement recognises that there are occasions when a Dean must maintain small units.
- 14.5.3** Other than during residentials, intensives or other block teaching, academics will normally be allocated at least one teaching-free day per week.
- 14.5.4** Other than for residentials or intensives, Academics will not be allocated teaching on national public holidays, without their agreement. Where scheduled teaching falls on a local or state gazetted public holiday, the Academic may be required to teach and therefore will be compensated with a Compensatory Day Off to be taken at a time agreed with the supervisor.
- 14.5.5** Where an Academic delivers a Residential School or intensive on a weekend or public holiday they will be compensated for the unsociable hours by the granting of a Compensatory Day Off for each day of delivery, the timing to be negotiated with the Dean.
- 14.5.6** Academics will not be required to undertake scheduled or unscheduled teaching on weekends, or before 8.00 am or after 9.00 pm, without their agreement.
- 14.5.7** Work allocations shall be made so as to ensure that Academics may take their annual leave in that year in an unbroken period, if requested.
- 14.5.8** Work allocations will factor in any teaching or research buy-outs, but the effect will be to reduce workload by the amount of the buy-out, not to use the buy-out to add additional workload.
- 14.5.9** Academics with fractional appointments shall have their workload pro-rated to the same FTE fraction.
- 14.5.10** EFTSL includes all enabling, undergraduate, honours and postgraduate students. An EFTSL constitutes the equivalent of one year of full-time equivalent study. For undergraduate students, this equates to eight units (ie 8 by 6 units of credit = 48 uc). In team-teaching situations, the EFTSL will be pro-rated. These allocations will be based on the categories assigned.
- 14.5.11** Teaching workload allocations will be based on EFTSL limit considerations and actual rather than nominal workload metrics will be the currency for consideration.
- 14.5.12** Academics employed at the date of Fair Work Approval of this agreement cannot be required to deliver into VET Qualifications. They may agree or express an interest to their supervisor. All Academic appointments made after the date of approval may contain a requirement to deliver VET Qualification units.
- 14.5.13** Where an Academic employee delivers teaching to VET students, the quantum of EFTSL workload allocation will be agreed with their supervisor, based on the principle that 36 hours of academic effort

equates to 1 EFTSL and that each hour of face to face teaching delivery is equivalent to 1.5 hours of academic effort. Course design will be agreed between the employee and their supervisor.

- 14.5.14** Research Higher Degree (RHD) supervision/teaching will attract 2 EFTSL for full time candidates (this will be pro-rata for part time candidates) with no more than 1 EFTSL for each supervisor per RHD candidate.
- 14.5.15** Any demonstrable excess EFTSL worked during one calendar year may, on request, be carried over to the next calendar year such that there is an equivalent reduction in that next calendar year's academic duties. Disagreements about such reductions will be resolved by the Head of the academic unit.
- 14.5.16** An EFTSL model, where work will be allocated to academics based on the teaching and research category they have been assigned during their PRPD (which is based on outcomes measured by the Academic Profiles document - howsoever named), shall be applied as follows:

Table 7: Category Allocations of EFTSL and Workloads

Category	Teaching	Scholarship/ Research	Service/ Engagement	EFTSL Limit
Teaching Intensive	75	15	10	33
Teaching Scholar	65	25	10	29
Teaching and Research	55	35	10	25
Research Focussed	30	60	10	15
Research Intensive	20	70	10	10

- 14.5.17** Immediately following Agreement approval by FWA, the University and the NTEU will review and amend the Academic Profiles document to reflect the workload, scholarship and research expectations within the new agreement.
- 14.5.18** Discussions will need to occur between individuals and their supervisor during their PRPD regarding the appropriate category based on demonstrated performance outcomes.
- 14.5.19** Where an academic staff member either does not meet, or alternatively exceeds, the criteria for research/scholarship output for their category, that staff member may be moved to the appropriate category as of the beginning of Term 1 the following year, except that the academic staff member may request to retain their current category for a period of up to 12 months only where they have a reasonable and practical plan to meet the criteria within the 12 month period. This plan will form part of the PRPD discussions. If, at the end of the 12 month period, the academic staff member has not achieved the criteria, the supervisor may confirm the staff member's movement into the new category.

14.6 Teaching and related duties, includes but is not limited to:

- i) unit and course coordination and all required activities related to these coordination roles
- ii) development of curriculum, pedagogy, maintaining currency and further development of teaching materials and unit/course learning resources for delivery on-campus, by distance, online and at other campuses and delivery sites, both in Australia and overseas
- iii) delivery to students through lectures, tutorials, laboratory classes, teaching intensives, residential schools, practicums, clinical education and training, work integrated learning, project based learning, performance, online presentations, research projects, fieldwork and team teaching as required for all approved CQUniversity units and delivery modes
- iv) effective engagement with students through positive face to face interactions, high standard online delivery and through professional phone, technology based and email communication
- v) supervision of other academic teaching staff, including fixed-term and casual staff as required at other campuses
- vi) supervision of honours and postgraduate research students
- vii) setting, assessing and grading of all required student work including assignments, quizzes, exams, portfolios, performances, clinical competency, projects and all other approved assessable items
- viii) all required teaching and learning related administration, including preparing unit profiles, setting text books, formal advice to students, unit grade submission reporting, unit and course enhancement reporting and internal and external accreditation requirements
- ix) maintaining currency with existing teaching technologies and implementing unit delivery through new approved teaching and learning technologies and platforms as required
- x) any other teaching and learning duties not listed above which are manifestly teaching and learning duties.

14.7 Research related work includes, but is not limited to:

- i) developing research ideas and concepts, research themes and specific projects
- ii) writing research proposals, grant applications and securing external funding
- iii) gaining required ethics, permits or other approvals prior to conducting research related activities
- iv) undertaking research projects
- v) supervising, mentoring and directing the research activities of other research staff and research students
- vi) leading the research activities of a university research centre or institute
- vii) publication of research monographs, book chapters and peer reviewed research journal articles
- viii) presentation of research outcomes and results to academic peers at significant national and international conferences
- ix) acting as an invited reviewer or editor for research publications
- x) conducting original and creative performance work
- xi) any other research activities not listed above which are manifestly research related activities.

14.8 Scholarship of learning and teaching related work includes, but is not limited to:

- i) Any research or other work that directly informs the academic's teaching and curriculum development, including intramural service.
- ii) Keeping abreast of current developments in the discipline field both nationally and internationally, sharing reflective teaching practice through presentations, publication and research on teaching and learning practice and theory and leading the introduction of new teaching approaches.
- iii) Experimenting with and developing efficient and effective uses of technology for knowledge delivery.

14.9 Service and engagement related work, includes but is not limited to:

- i) Service to research related activities at the university including assessing grant applications, examining theses, serving on ethics panels and serving as a member on other approved university research related committees and panels as required. Service in research also includes all work of a similar nature with other universities and all research related service with national and international professional discipline based societies and associations.
- ii) Service to teaching and learning development including assessing teaching and learning grant applications, serving on school, divisional or university education or course committees, contributing to other university committees such as academic board, and any IT related committee related to teaching and learning delivery enhancement. Similar service in teaching and learning at a national and international level is also recognised.
- iii) Service to the university through engagement with any other approved university committees or designated key activities such as open days, course and program promotion events.
- iv) Any other service by way of significant academic engagement with an industry, discipline or profession at a local, national or international level.
- v) Service in community, government or corporate engagement related to an academic's area of expertise.
- vi) Service to an approved regional engagement or development committee.
- vii) Service to improving Indigenous engagement at the university.
- viii) Any other service activity including intramural service, not listed above which is manifestly service or engagement related.

14.10 General Workload Principles

- 14.10.1** It is not intended that a staff member will perform simultaneously, all of the duties listed, but that through the PRPD process, a fair and reasonable selection of these duties will be allocated bearing in mind the staff member's academic level, career aspirations and teaching/research commitments.
- 14.10.2** Annual workload allocation would normally be finalised prior to the commencement of the following academic year. However, there may be circumstances, (e.g. when workload has not been fully allocated) where variations need to take place during the year. Although staff may be consulted, they will not be expected to find their own replacements for periods of annual or long-service or sick leave. There will be a pro-rata consideration of workload requirements where long periods of leave are

required, and where practicable, such leave will be flagged in the previous year. The workload allocation model is an EFTSL-based model, and any workload relief provided will be on the basis of EFTSL equivalence (e.g. an EFTSL allowance for writing new units/development of new courses). Team teaching will be prorated across the EFTSL accruing for that course.

- 14.10.3** In Team Teaching situations, the total EFTSL for the unit will be distributed amongst the members of the teaching team in accordance with their contribution to the various teaching activities (coordination / lecturing / marking / laboratories etc.) depending upon the nature of the teaching and learning methods used within the unit/course.
- 14.10.4** A minimum proportion of 20% of the EFTSL shall be allocated for unit coordination.
- 14.10.5** In general it would be expected that at least 40% of the EFTSL allocation would be allocated to teaching delivery.

14.11 Academic promotion for Academic Staff and Principal Research Employees

(This subclause does not apply to English Language Centre employees)

- 14.11.1** Promotion rounds will be conducted annually in accordance with University policy and procedures. Should the University propose changes to the relevant policy or procedures, it will consult with the JCC in relation to these changes. Promotion decisions will be based on the merit of each applicant. An employee unsuccessful in one year will be given advice by the University Committee about when subsequent application is appropriate, but in no instance will this be more than 2 years.
- 14.11.2** Upon proven attainment of a relevant Doctoral Qualification, any fixed-term or continuing Level A Academic staff member will be appointed to a minimum of Level A6 from the next pay period. Level A staff holding a relevant Doctoral Qualification and demonstrating satisfactory performance will automatically progress to Level B1 after 12 months at Level A8.
- 14.11.3** Teaching Academics will be able to have excess teaching load recognised as a contribution to scholarship of teaching and learning for the purposes of applying for promotion, provided that the contribution has not been recognised in another way such as with workload relief. All other requirements of promotion must be satisfied.
- 14.11.4** Where any alteration has been made to the policy and/or procedures, all academic staff will be eligible to reapply in the next round.

15. Professional Staff

(Including Support Research-Only Staff)

15.1 Attendance

Professional staff members will attend the University in accordance with their work cycle within the span of hours applicable, and in accordance with the needs of the work area.

15.2. Ordinary Hours of Work

Consultation should occur between supervisors and employees regarding which of the work cycles is to apply. Actual start and finish times will be discussed between the employee and their supervisor and are determined by CQUniversity, taking into account the operational requirements of the work area and also considering personal circumstances, including family/carer responsibilities.

Full-time Professional staff will work an average of 36 ¼ ordinary hours per week in accordance with one of the following work cycles (pro-rata for part-time):

- 72½ hours over a cycle of two weeks; or
- 145 hours over a cycle of four weeks.

Part-time employees ordinary hours of work are less than full-time hours. They have regular start and finish times each day and hours are worked continuously.

Casual employees ordinary hours of work may be up to 36 ¼ hours per week and employees will be paid at least the number of hours detailed in the table below each time they are called in to work (except if they are working in the Community Sports Centre on split shifts). Where additional hours become available for casual engagement, due to absence, workflow peaks or otherwise, the work should be offered in the first instance, to suitably qualified casuals with previous satisfactory performance who were recently engaged in the work team.

No employee is required to work less than four ordinary hours per day, with the exception of casuals who have a minimum engagement as per the following table:

Table 8: Minimum Engagement – Casual Staff

Description	Minimum hours of engagement for casuals
Casual professional staff employees: <ul style="list-style-type: none"> who are students of the University (including postgraduate students) with a primary occupation elsewhere (or with the University) who are note takers / scribes and examination supervisors 	1 hour
Casual Sports Centre and Student Residence Staff	2 hours
Casual professional staff tradespersons, other than electricians	2 hours
Casual professional staff grounds staff	2 hours
Casual professional staff cleaners	2 hours
All other casual professional staff employees	3 hours

An employee may make a request to work less than the minimum engagement to balance work and personal life. If granted, approval in writing will be provided from their supervisor to the People and Culture Directorate.

15.3 Span of Hours and Penalties

15.3.1 The span of hours and penalty loading(s) for each category of employee is as follows:

- Employees are required to work their ordinary hours within the spread of days and span of hours as listed in the table below, with relevant penalties and shift allowances applying as listed.
- Employees are entitled to a minimum of eight days off per four-week cycle, excluding any flex days off accrued in accordance with a variable working hours' agreement. No employee shall work their ordinary hours on more than ten days in succession without a day off.
- Support Research-only staff will be allowed two whole rest days off in each seven day period, except where operation requirements of the University necessitate an alternate pattern of 4 days off in a fortnightly cycle.
- The shift allowance and weekend penalty payments for casual employees shall be calculated upon relevant wage rates exclusive of the casual loading.

Table 9: Span of Hours, Weekend and other Penalties

Occupational Category / Work Area	Standard Spread of Days worked	Span of Ordinary Hours worked	Weekend Penalty rate on ordinary hours worked	Shift/ Penalty Loading
All professional staff except those listed below:	Monday - Friday	6am - 6pm	n/a	
Support Research-Only staff	Monday – Friday (except where the operational requirements of a particular project necessitate work at other hours or weekends as specified in the contract of employment)	6am - 6pm	n/a	
<ul style="list-style-type: none"> Student Life and Wellbeing Centre Student Governance Centre Student Admissions and Advice Centre laTD Staff: <ul style="list-style-type: none"> Data Centre (including Systems & Database Administration) Communications and Networking Field Services (including campus support) 	Monday - Friday	6am - 8pm	n/a	15% paid if ordinary hours worked past 6pm Mon-Fri: applies to all ordinary hours worked on that day
<ul style="list-style-type: none"> Building Officers, Kitchen, Dining room employees and housekeeping employees at Student Residences 	Monday - Sunday	6am - 10pm	150 % midnight Fri - midnight Sun	15% shift allowance payable if work an afternoon shift in accordance with a shift roster

Occupational Category / Work Area	Standard Spread of Days worked	Span of Ordinary Hours worked	Weekend Penalty rate on ordinary hours worked	Shift/ Penalty Loading
• Library	Monday - Sunday	7am - 9pm	150 % midnight Fri - midnight Sun. Non-casuals will not be required to work more than one day of a weekend in a fortnightly period.	15% paid if ordinary hours worked past 6pm Mon-Fri: applies to all ordinary hours worked on that day
• Graduation/ Corporate Events • Development and Alumni Relations • IaTD: ▪ Teaching Technology Support ▪ ITD Service Desk • Technical/laboratory staff involved in residential schools • Domestic and International Marketing • Conservatorium • Study Tour Guides	Monday - Sunday	6am – 10 pm	150 % midnight Fri – 10 pm Sun	15% paid if ordinary hours worked past 6pm Mon-Fri: applies to all ordinary hours worked on that day OR 15% shift allowance payable if work an afternoon shift in accordance with a shift roster.
• Security Guards	Monday - Sunday	Open span	150% midnight Fri-midnight Sat; 200% midnight Sat - midnight Sun	15% shift allowance payable if work an afternoon or night shift in accordance with a shift roster.
• Community Sports Centre	Monday - Sunday	5am - 11pm A full-time or part-time employee may split, into no more than two parts, their ordinary daily working hours to accommodate the particular needs of the employer's activities and no part shall be less than two hours.	150% midnight Fri - midnight Sun	15% shift allowance payable if work an afternoon shift in accordance with a shift roster.
• Commercial and/or training Bar and Restaurant Operations (eg. Birdcage Bar, Wilby's) – Inclusive of future similar operations however so named.	Monday – Sunday	7am – Midnight	150% midnight Fri - midnight Sun	15% shift allowance payable if work an afternoon shift in accordance with a shift roster.

15.3.2 Where the span of ordinary working hours has been changed as a result of this agreement, individual staff members will not be forced to change their hours until the following processes have occurred:

- Volunteers are sought from the area concerned to work the proposed changed hours.
- Where the area is undergoing expansion, new staff members are recruited where their hours of work are clearly stated.
- Where the above processes have been enacted and there remains positions to be filled, staff may elect to temporarily work these hours until, through expansion or natural attrition, a position becomes available in that area that better suits the individual's family/work balance.

15.3.3 Changing Working Arrangements

- If an employee is a parent, or has responsibility for the care of a child under school age or a child with a disability under the age of 18, and has completed at least 12 months continuous service (which includes casual employees), they may request a change in working arrangements* for the purpose of assisting them to care for the child. Such requests must be made in writing through the applicable Dean/Director /Head. Approvals will be provided in writing to the People and Culture Directorate. CQUniversity will only refuse the request on reasonable business grounds.

**examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.*

- By agreement between the University and the majority of employees concerned, and where they so choose their representative(s), ordinary hours of work in a work area may be varied within the span of hours detailed above provided that any such variation may not result in ordinary hours exceeding ten per day. Where such

an arrangement unreasonably disadvantages an individual employee/s in relation to their personal and family circumstances, they may apply to their Head of Organisational Area or nominee for consideration.

- iii) Other work arrangements in the spirit of this Agreement may be agreed in individual work areas in consultation with the People and Culture Directorate and the relevant Union(s).
- iv) An individual employee not covered by a 6am to 10pm span of hours who wishes to work within those hours, may apply in writing to the University to work outside of the 6am to 6pm span of hours. Approval must be provided by the Director, People and Culture to the employee in writing.
- v) Where the University proposes a change to regular rosters or ordinary hours of work, it will follow the processes outlined at clause 7.4.

15.3.4 Rosters for Shiftworkers (excluding support research only employees)

- The University will provide a minimum of 24 hours' notice prior to any change in the roster.
- Shift workers' ordinary hours shall be worked in accordance with a roster compiled after consultation has taken place between the supervisor and employees.
- Employees shall be notified one week in advance of the roster provided that notification by 1.00pm on Monday shall be sufficient notification for the week commencing the following Monday.
- A non-casual employee on shiftwork Monday to Sunday who is not rostered to work on a designated public holiday will receive a full day's ordinary pay for that day.

15.4 Meal breaks

Professional staff required to attend work for more than 5 ordinary hours are entitled to an unpaid meal break between the fourth and sixth hour of work. This meal break must be at least 30 minute duration but normally do not extend beyond 1 hour. The timing and length of this break is determined by the supervisor taking into consideration any requests staff may have, and the needs of the organisational area.

Employees who work afternoon shift or night shift are entitled to a paid meal break of 30 minutes that will be counted as working time.

If CQUniversity directs an employee to work through their meal break, they will be paid at the rate of double-time until a paid 30 minute meal break is taken or until they finish work for the day.

15.5 Rest Pauses

Full-time employees are entitled to either one paid 20 minute rest pause or two 10 minute rest pauses each day. Casual or part-time staff who work at least 4 hours but less than 7 ¼ consecutive hours in one day are entitled to one paid 10 minute rest pause. Casual or part-time staff who work at least 7 ¼ consecutive ordinary hours (excluding the meal break) will be entitled to either one paid 20 minute rest pause or two 10 minute rest pauses in the period worked.

Rest pauses are to be taken at times that do not interfere with the continuity of work.

15.6 Completion of timesheets and claims for payment

15.6.1 Employees are required to complete timesheets only if they:

- are a Professional Staff Employee approved to accrue flex-time in accordance with the University's *Flextime Procedure*; and/or
- are a Professional Staff shift worker; and/or
- have worked approved overtime.

15.6.2 In the instances above, CQUniversity requires the completion of timesheets daily which accurately reflect the hours the staff member has worked. Completed electronic timesheets will be submitted to the relevant supervisor for verification each fortnight.

15.6.3 Professional Staff casual employees are required to submit a claim for payment in accordance with Payroll cut-off times

15.6.4 Employees must have **prior** approval from their supervisor to undertake variable working hours (Flex), overtime or time off in lieu arrangements. All approved overtime claims must be submitted at the conclusion of the employees' work cycle.

- 15.6.5** Employees working shift work must submit authorised timesheets and rosters for payment of applicable penalties.
- 15.6.6** Timesheets must be kept on record for a period of seven (7) years, or for such time as prescribed in relevant legislation as amended from time to time.
- 15.6.7** Employees claiming allowances, loading, penalties or overtime must submit their authorised claims as soon as their work cycle is completed.
- 15.6.8** Where timesheets/additional pay claims are not submitted and approved within the deadlines provided by payroll, the payment of those wages may be delayed into the next pay cycle.

15.7 Overtime

- 15.7.1** Employees may be required to work reasonable overtime with reasonable notice, where work cannot reasonably be performed during ordinary hours.
- 15.7.2** All overtime must be approved in advance by the supervisor.
- 15.7.3** No claim for overtime will be approved where an employee elects to work solely for his or her own benefit or convenience.
- 15.7.4** Professional Staff employees classified up to and including HEW 7.4, and laTD staff other than the library staff are eligible for paid overtime or, where mutually agreed time off in-lieu of payment (TOIL) calculated at the relevant overtime rate. The rates are as detailed in the table below.
- 15.7.5** Professional Staff above HEW 7.4 (other than staff in laTD) are not normally eligible for paid overtime but are eligible for time-off in lieu (TOIL) on an hour-for-hour basis. Under special circumstances, the supervisor may make a case to their Executive Head for the payment of overtime on an hour-for-hour basis for employees classified above HEW 7.4.
- 15.7.6** Any unused balance of TOIL must be taken in the calendar year or by end of the fixed-term appointment, at such times as approved by the supervisor and to suit organisational needs.
- 15.7.7** In exceptional circumstances (including resignation or termination), or where the employee has not had adequate opportunity, any TOIL unused by the end of the calendar year or the end of a fixed-term contract is to be paid out at the relevant rate as outlined above.

Table 10: Overtime Rates

Staff Category	When overtime occurs	Paid Overtime or Time-off in lieu of paid overtime (TOIL)
Professional Staff (excluding Security Guards working shiftwork)	When required to work: <ul style="list-style-type: none"> outside of the normal span of hours; or more than an average of 36 ¼ ordinary hours per week (pro rata for part-time staff) according to the work cycle (i.e. fortnightly or monthly cycle); or more than 10 hours in any one day 	<ul style="list-style-type: none"> Monday-Saturday: 150% for the first three consecutive hours and 200% of the normal rate of pay for the rest of the overtime where more than three hours overtime is worked on one occasion. Sunday: 200% of the employee's normal rate of pay.
Casual Professional staff	Overtime occurs when you are required for work more than 7.25 hours in one day.	<p>Monday-Saturday: The rates of pay for overtime worked will be 150% of the employee's ordinary rate of pay (exclusive of the casual loading) for the first three consecutive hours and 200% of the ordinary rate of pay (exclusive of the casual loading) for the rest of the overtime where more than three hours overtime is worked on one occasion.</p> <p>Sunday: The rate of pay for overtime worked will be 200% of the employee's ordinary rate of pay (exclusive of the casual loading).</p>
Security guards working shiftwork	When required to work: <ul style="list-style-type: none"> outside of the normal span of hours; or more than an average of 36 ¼ ordinary hours per week (pro rata for part-time staff) according to the work cycle (i.e. fortnightly or monthly cycle); or more than 10 hours in any one day 	All overtime or TOIL is at 200% of the employee's normal rate.

15.7.8 Minimum break following overtime

- An employee who has worked overtime should be given a minimum break of ten hours between the time of ceasing overtime work and next commencing ordinary work.
- No deduction will be made from an employee's pay because of time lost when on this break.
- An employee not provided with a ten hour break will be paid at 200% of the employee's normal rate of pay for all time worked until a break of not less than ten hours has been received.
- This subclause does not apply to an employee recalled to work after the ordinary ceasing time where the actual time worked on the recall/s is less than three hours.

15.7.9 Meal allowance during overtime

This allowance will be indexed to the salary increases as outlined in this Agreement.

Monday to Friday:

An employee is entitled to be paid a \$14.50 meal allowance (in addition to any payment for overtime) where the employee is required to work overtime for more than two hours before or after the employee's ordinary starting or ceasing times.

Weekends or any public holiday:

Where an employee is required to work overtime for more than four hours, a meal allowance of \$14.50 is paid.

15.7.10 Rounding of payment

For the purposes of calculating overtime payments, overtime will be rounded to the nearest quarter of an hour.

15.8 Recall

An employee is recalled when called back to perform work at a time when the employee would not ordinarily be at work and has not been notified prior to last finishing work that he/she would be called back to the University.

An employee physically recalled to the University to perform work on any day will be paid for a minimum of two hours, with a minimum payment on a public holiday of four hours.

Where an employee is able to attend to the matter via phone or email and is not physically required to return, payment will be made at the applicable rate for the actual time worked. Additional details relating to on-call/recall allowances and benefits can be found in University policy and procedures.

Exception:

Electricians and Building Trades employees will be paid for a minimum of three hours if recalled to duty from midnight Friday to midnight Saturday, and four hours on all other days.

15.9 Work on a public holiday

An employee required to perform work on a public holiday will be paid at the rate of 250% of the normal rate of pay with a minimum of four hours. An employee may, by mutual agreement, be granted the equivalent time-off in lieu of payment for working such time.

15.10 Workload Planning

The University acknowledges that it is essential to make optimum use of its resources, both staffing and physical, over the full calendar year and recognises that to do this, careful planning is required.

Employees either individually or as a group, can raise concerns regarding unreasonable or inequitable workload issues using the process detailed in the Handling Workload Issues Clause.

15.11 Workload Principles

The guiding principle for workload allocation is that the staffing level of an organisational area is sufficient to ensure:

- that the planned level of activities can be performed within available staffing levels and with employees having reasonable workloads
- there is no aggregate increase in workloads or work intensity without necessary increases in resourcing including staffing
- that employees are not to work unpaid overtime
- quality of provision of services and activities is at an appropriate level

- adequate provision is made for the taking of recreation, long service and other forms of leave, and accrued TOIL, and for an employee's involvement in agreed workplace relations activities both within and outside the organisational unit. Supervisors shall ensure that employees who so wish are able to take their annual leave in unbroken periods at a time that accommodates operational requirements. Work areas will establish an annual leave plan which makes adequate arrangement to replace employees on significant periods of leave.
- adequate appropriate training and development (which includes appropriate opportunities to pursue qualifications) is provided to employees in accordance with the needs of the unit.

15.12 Professional Staff Reclassification

- 15.12.1** Evaluation of professional staff positions will be based on the assessment of the position description against Typical Activity Statements, Classification Descriptors and through application of external job evaluation methodologies/tools. Classification of positions for Professional Staff is undertaken in accordance with University policy and procedures.
- 15.12.2** Classification levels will be reflective of the requirements of the position and not the attributes of the occupant. Each employee shall be classified appropriate to the work they are required to regularly perform.
- 15.12.3** In the situation where a staff member or their supervisor feel that the staff member's position may require a review of classification, they will raise the matter through the PRPD process.
- 15.12.4** All job evaluation matters must be coordinated and processed centrally through the People and Culture Directorate in accordance with the policy and procedures. Following an evaluation, People and Culture will notify the relevant parties in writing of the draft classification outcome. In accordance with the policy a review of the draft classification outcome may be requested and approved, and once completed all parties will be notified of the final evaluation outcome.
- 15.12.5** Staff and/or their Managers may appeal a final evaluation outcome based on breach of process and not classification outcome. Appeals should be submitted to the relevant Deputy Vice-Chancellor/Provost or nominee within five working days from the receipt of the classification outcome. Where the DVC/Provost or nominee forms the view that there has been a breach of process, the job evaluators will be notified to recommence the process at the stage where the non-compliance occurred and notify relevant parties of this determination. All parties will be notified of the subsequent classification outcome.

16. VET Educators

16.1 Attendance

- 16.1.1** VET Educators are engaged to work and attend the University as specified by the Vice-Chancellor and President or nominee in accordance with this Agreement, and to perform their assigned duties in the interests of maintaining the efficient operation of the University.
- 16.1.2** Students can expect to have reasonable access to VET Educators. To this end, staff must be available to students during non-contact time for consultation during teaching, study and examination periods whether students are studying on-campus or in distance or online mode. Student consultation times must be advised to students at the commencement of each term for each unit and course and will be determined with consideration of all duties including those other than teaching for which an Educator is responsible. Where circumstances necessitate a change to these arrangements, (e.g. unplanned leave, approved off-campus activity), then the Head of the organisational unit must be notified so that alternative arrangements can be documented and approved to meet the needs of students.
- 16.1.3** Through consultation with their supervisor, it may be reasonable for VET Educators to perform work away from Campus. Approval from the relevant supervisor must be obtained in advance before any work is performed off-campus. Approval will not be unreasonably withheld. VET Educators who are working off campus must remain accessible and must provide contact details to the supervisor (or their nominee). There may be circumstances which require the employee to be called back to campus, this will not be done unreasonably.
- 16.1.4** For the purpose of Reflection and Professional Planning (RPP), staff are required to advise their supervisor that they will be undertaking the time away from their campus should they choose.

16.2 Ordinary Hours of Work

16.2.1 Full-time employees

Full-time ordinary hours of work are:

Table 11: Ordinary Hours/Week

Category of Staff	Ordinary Hours/Week
VET Educators:	<p>36 ¼ hours per week. Ordinary hours include:</p> <ul style="list-style-type: none"> • Contact time (Teachers may be directed to teach a maximum of 22 contact hours but may by agreement teach up to 25 hours. Tutors may be directed to tutor to a maximum of 25 contact hours but may by agreement tutor up to 28 contact hours per week); and • A VET Educator involved in work based delivery, workplace supervision, workplace assessment, other non-traditional delivery or recognition of prior learning, who undertakes hours that are not compatible with traditional modes of classroom and/or online delivery, will be allocated so as not to exceed 32 hours per week. Any flexible delivery in addition to 32 hours will be treated as overtime. In this circumstance, a full-time staff member is required to work 36 ¼ ordinary hours per week, with the difference remaining being non-contact time. • Non-contact time (the difference between 36 ¼ hours and the timetabled contact time hours per week including where applicable Recognition of Prior Learning RPL Time) <p>Start and finish times Actual start and finish times will be discussed between the employee and their supervisor and are determined by CQUniversity, taking into account the operational requirements of the work area and also considering personal circumstances, including family/carer responsibilities.</p>

16.2.2 Part-time employees

- Ordinary hours of work are less than full-time hours with no part time employee to work outside of 0.2 – 0.9 FTE;
- Will have regular start and finish times each day;
- Hours are worked continuously; and
- Work at least 4 hours on a work day, unless they request to work less than 4 hours per day and this is agreed to by CQUniversity.

16.2.3 Casual employees

- Ordinary hours of work may be up to 36 ¼ hours per week with a minimum of 1 hour engagement.
- Casual VET Educators will not be required to work more than the allocated maximum contact time as per Table 11 for more than a term unless by consultation with the relevant parties.

16.3 Span of Hours and Penalties

- 16.3.1** Employees are required to work their ordinary hours within the spread of days and span of hours as listed in the table below, with relevant penalties applying as listed.

Table 12: Span of Hours, Weekend and other Penalties

Occupational Category / Work Area	Standard Spread of Days worked	Span of Ordinary Hours worked	Penalty rate on ordinary hours worked	Casual Loading
VET Educators	Monday-Friday	8am – 9pm	50% additional payment for ordinary hours required to work prior to 8am and/or after 6pm Monday to Friday or on Saturday.	Not applicable
	Saturday	8am – 6pm by mutual agreement		

Occupational Category / Work Area	Standard Spread of Days worked	Span of Ordinary Hours worked	Penalty rate on ordinary hours worked	Casual Loading
Casual staff	Monday-Sunday	No set span of hours	For work on weekends - 50% additional payment (exclusive of loading)	A casual loading of 25% of salary is paid in lieu of benefits not provided to casual employees, including all leave entitlements (except for long service leave), redundancy, penalties and loadings not provided to casual employees.
VET Educators are required to complete a payment claim online in order to claim for any approved overtime.				

16.3.2 If an employee is a parent, or has responsibility for the care of a child under school age or a child with a disability under the age of 18, and has completed at least 12 months continuous service (which includes casual employees), they may request a change in working arrangements* for the purpose of assisting them to care for the child. Such requests must be made in writing through the applicable Dean/Director/Head. Approvals will be provided in writing to the People and Culture Directorate. CQUniversity will only refuse the request on reasonable business grounds.

**examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.*

16.4 Meal breaks and Rest Pauses

VET Educators shall not be required to work for more than 4 hours without being allowed an unpaid meal break of at least 45 minute duration.

Full-time employees are entitled to either one paid 20 minute rest pause or two 10 minute rest pauses each day. Casual or part-time staff who work at least 4 hours but less than 7 ¼ consecutive hours in one day are entitled to one paid 10 minute rest pause.

Rest pauses are to be taken at times that do not interfere with the continuity of work.

16.5 Overtime

16.5.1 Employees may be required to work reasonable overtime hours where the University has directed and approved the working of overtime that cannot reasonably be performed during ordinary hours.

16.5.2 All overtime must be approved in advance by the supervisor.

16.5.3 No claim for overtime will be approved where an employee elects to work solely for his or her own benefit or convenience.

16.5.4 VET Educators, are eligible for paid overtime or, where mutually agreed time off in-lieu of payment (TOIL) as detailed in the table below:

Table 13: Overtime Rates – VET Educators

When overtime occurs	Penalty payment(s) or Time-off in lieu of paid overtime (TOIL)	Other overtime arrangements
When required to work: <ul style="list-style-type: none"> outside of the normal span of hours; or more than 36 ¼ ordinary hours per week (pro rata for part-time staff); or 	VET Educators are compensated for overtime worked as follows, noting that by mutual agreement, time off in-lieu of paid overtime (TOIL) on an hour-for-hour basis may be agreed: <p><u>Monday - Friday</u></p> <ul style="list-style-type: none"> <u>Contact Hours Overtime Rate</u> 	Minimum break following overtime <ul style="list-style-type: none"> An employee who has worked overtime should be given a minimum break of ten hours between the time of ceasing overtime work and next commencing ordinary work. No deduction will be made from an employee's pay because of time lost when on this break.

When overtime occurs	Penalty payment(s) or Time-off in lieu of paid overtime (TOIL)	Other overtime arrangements
<ul style="list-style-type: none"> more than 9 hours in any one day (except as part of an agreed Team Based Working arrangement or as agreed under 16.3.2) ; or more than 22 contact hours per week for VET Teachers/LVTs or 25 contact hours per week for VET Tutors; or more than 32 hours non-traditional delivery (refer to Table 11). 	<p>Teachers = full-time hourly rate of Teacher Step 4 x 2.125 Tutors = full-time hourly rate of Tutor Step 1 x 1.503</p> <ul style="list-style-type: none"> <u>Non-Contact Hours Overtime Rate</u> Teachers = full-time hourly rate of Teacher Step 4 x 1.5 Tutors = full-time hourly rate of Tutor Step 1 x 1.125 <p><u>Saturday</u></p> <ul style="list-style-type: none"> 150% of their ordinary rate <p><u>Sunday</u></p> <ul style="list-style-type: none"> 200% of their ordinary rate <p><u>Public holiday</u></p> <ul style="list-style-type: none"> 250% of the normal rate of pay with a minimum of four hours. <p><u>The following limitations apply to TOIL:</u></p> <ul style="list-style-type: none"> any unused balance of TOIL is to be taken in the calendar year that it is accumulated or by end of the fixed-term appointment; Teachers/Tutors will be required to take any accumulated TOIL when teaching commitments are low or at such other times that suits organisational needs; under special circumstances including where it is not reasonably possible due to organisational needs to exhaust the TOIL balance by the end of the calendar year the staff member will receive payment of TOIL on an hour-for-hour basis. 	<ul style="list-style-type: none"> An employee not provided with a ten hour break will be paid at 200% of the employee's normal rate of pay for all time worked until a break of not less than ten hours has been received. <p><u>Meal allowance during overtime</u> - This allowance will be indexed to the salary increases as outlined in this Agreement.</p> <ul style="list-style-type: none"> Monday to Friday: An employee is entitled to be paid a \$14.50 meal allowance (in addition to any payment for overtime) where the employee is required to work overtime for more than two hours before or after the employee's ordinary starting or ceasing times. Weekends or any public holiday: Where an employee is required to work overtime for more than four hours, a meal allowance of \$14.50 is paid. <p><u>Rounding of payment:</u></p> <ul style="list-style-type: none"> For the purposes of calculating overtime payments, overtime will be rounded to the nearest quarter of an hour. <p><u>Travel time</u> forms part of the 36.25 hours/week – where travel results in > 36.25 hours/week or travel is outside ordinary hours of 8am – 6pm, staff may choose to take TOIL (time for time) or be paid at \$25.00/hour. This travel does not include travel between campuses in the same town.</p>

16.5.5 Where additional hours become available and are not able to be allocated to a VET Educator below the maximum contact hours, reasonable overtime should be offered to continuing VET Educators in the first instance prior to making a casual appointment. In this instance reasonable would equate to up to 6 hours/week. Approvals beyond 6 hr/week would be by approval by the Vice-Chancellor & President or nominee.

16.5.6 Employees who receive overtime penalties in regard to their contact time hours in a particular week cannot also receive overtime for the same work if it results in them exceeding their ordinary weekly hours of work (36 ¼ hrs/week for full-time staff), i.e. there is to be no double counting.

16.6 Claims for payment

Casual employees, or employees claiming allowances, loading, penalties or paid overtime must submit their authorised payment claims on a weekly or fortnightly basis or as soon as in accordance with their work cycle after the work is performed.

16.7 Workload Allocation

The purpose of this clause is to provide guiding principles and workload allocation guidelines for the allocation of teaching. The professionalism and experience of VET Educators will be fed into University decision making processes through workplace collaborations such as work unit, Discipline and School Meetings.

Outcomes for the various duties will be discussed and documented as part of the Performance Review.

The principles and guidelines of this clause will be applied in a transparent and equitable manner.

Employees either individually or as a group, can raise concerns regarding unreasonable or inequitable workload issues using the process detailed in the Handling Workload Issues Clause.

16.7.1 Principles to be applied include the following:

- i) Workloads are determined by the head of the unit in consultation with staff within the teaching team(s). Work allocation is best developed by each area with employees and teams actively involved in the consultation process.
- ii) The ordinary hours of work shall not exceed 36.25 per week. The ordinary hours per week is comprised of the following components:
 - a. Contact time
 - b. Non-contact time
 - c. Recognition of Prior Learning
- iii) Course Design and Programming of VET delivery must:
 - a. be developed in consultation with industry to identify and provide for the needs of industry, individual employers and students and wherever feasible to adapt to the changing environment;
 - b. be developed in accordance with relevant University policy/procedure and systems;
 - c. be completed in consultation with relevant VET teaching teams; and
 - d. be undertaken in advance and available for approval by management prior to delivery and with sufficient lead time to allow for other required associated processes (e.g. marketing) to be implemented.
- iv) Programming must occur on an annual basis or more frequently if required.
- v) Timetabling must take into account these requirements:
 - a. For our students:
 - i. be based on flexibility taking into account course and program requirements including industry, individual employer and student needs;
 - ii. be developed in accordance with relevant University policy/procedure and systems; and
 - iii. provide the most efficient and effective combination of contact, non-contact time and RPL.
 - b. For our staff:
 - i. provide a record of the allocation of contact, non-contact time and RPL and whether it is conducted on or off-campus;
 - ii. ensure equitable distribution of workload across the team;
 - iii. be completed in accordance with RPP and Preparation requirements; and
 - iv. be provided to management for approval prior to delivery.
- vi) In unforeseen circumstances, the University and the teaching team will confer urgently to prepare a temporary delivery timetable to operate until the final delivery timetable can be established. Where such a temporary delivery timetable is implemented, the University and the employee will implement a final delivery timetable as soon as practicable.
- vii) Allocation of individual workload will take into account that:
 - a. Individual VET Educators are consulted to ensure that their advice about career goals, family and carer responsibilities, disabilities, as well as annual and other leave intentions and PRP are factored in when considering their allocated duties.
 - b. Adequate provision is made in the allocation of duties for the taking of recreation, long service and other forms of paid and unpaid leave (including study leave, professional development, industry release and secondment) and RPP as well as involvement in agreed workplace activities both within and outside the organisational unit.
 - c. Total workload allocated to each employee is based on the efficient utilisation of that employees' skills and qualifications and the best fit to the operational requirements of the University.
 - d. Reasonableness of the total workload for each VET Educator is assessed by ensuring that the required duties take no more than five days per week (excluding overtime) in accordance with the span of hours clause.
- viii) Adequate and appropriate training and development will be provided to VET Educators in accordance with the needs of the unit including:

- a. appropriate opportunities to pursue industry currency requirements; and
 - b. other relevant qualifications.
- ix) Where a VET Educator's timetabled contact hours are low due to lack of demand, additional contact hours or other suitable duties will be allocated, in consultation with the employee, to ensure a reasonable and equitable workload.
- x) The agreed program and timetable will be subject to the approval of management.

16.8 Team-based Working Arrangements

- 16.8.1** CQUniversity and the majority of employees in a relevant team may agree to establish a Team-based Working Arrangement in consultation with the JCC. Such an agreement would not exceed the length of the Enterprise Agreement and would ensure that other support staff (such as Facilities and Administration staff) who may be impacted are included in the consultation process. Any agreement must be in line with the existing operational needs of the University.
- 16.8.2** A Team-based Working Arrangement may vary the effect of employment conditions for CQUniversity and the relevant employees of a team, limited to:
- i) ordinary hours of duty;
 - ii) spread of hours;
 - iii) payment for working ordinary hours (including computed time);
 - iv) meal breaks;
 - v) rest pauses;
 - vi) compensation for overtime;
 - vii) reflection and professional preparation (RPP) time; and
 - viii) class sizes.
- 16.8.3** Where a Team-based Working Arrangement unreasonably disadvantages an individual employee/s in relation to their personal and family circumstances, they may apply to their Head of Organisational Area or nominee for consideration.
- 16.8.4** A Team-based Working Arrangement will not result in an overall reduction of employment conditions.
- 16.8.5** A Team-based Working Arrangement will be consistent with the University's responsibilities to provide a safe and healthy working environment
- 16.8.6** A Team-based Working Arrangement will be provided in writing to all relevant parties and will normally be for a minimum period of no less than one term and shall not exceed 12 months without review.
- 16.8.7** Once approved by the head of the organisational area, a Team-based Working Arrangement will apply to all members of the team, including employees who join the team after the arrangement is made.
- 16.8.8** A Team-based Working Arrangement may be terminated by CQUniversity or the majority of employees in the relevant team by four weeks' written notice, effective from the last day of a teaching period.

16.9 Recognition of prior learning

- 16.9.1** Recognition of prior learning requires the Educator to complete a number of tasks which may include:
- i) reviewing evidence submitted;
 - ii) conducting a professional conversation with the candidate to evaluate their knowledge and skills;
 - iii) observing the candidate perform competency related tasks; and
 - iv) making an assessment of overall competency and credit transfers.
- 16.9.2** The time allocated for Educators to complete recognition of prior learning will:
- i) be subject to the number, range, complexity and Australian Qualifications Framework level of units being assessed;
 - ii) be allocated in no less than 15 minute blocks;
 - iii) be agreed in advance, where possible; and
 - iv) not exceed the maximum programmed hours per week without agreement.
- 16.9.3** The yearly plan and the delivery timetable will be amended to record the time the Educator is allocated to complete recognition of prior learning.

16.9.4 The time allocated will be recorded in the yearly plan and delivery timetable as recognition of prior learning.

16.9.5 RPL is not counted as contact time.

16.10 Class sizes

16.10.1 The accepted student/Tutor ratio is 15:1 and Tutors may be required to conduct tutorial classes for a minimum of one hour duration.

16.10.2 The accepted student/Teacher (including Leading Vocational Teacher) ratio may be as recorded in the table below:

Table 14: Class Sizes (not inclusive of distance delivery)

Description	Ratio
Students with Specific Learning Disabilities	5:1
Hearing impaired students Live work	7:1
Butchering and wood machining	7:1 or 8:2
Adult literacy beginners English for migrant beginners	10:1
Workshop/laboratory Adult literacy intermediate English for migrants intermediate Life skills Computing/Typing	14:1
English for migrants Advanced	20:1
Theory	28:1
Theory for Advanced Diploma and Diploma Courses	60:1

16.10.3 Class sizes may be varied by agreement, after consultation between CQUniversity, the employee and the relevant Union/s, and due consideration of:

- safety hazards or risks to students and employees;
- limitations in accommodation and/or equipment;
- students with disabilities and/or learning difficulties;
- the provisions of the Workplace Health and Safety Act 2011;
- the conduct of special programs, including: modular training, access programs, community education programs and compensatory programs;
- sustainability of the course offering; and
- mode of delivery.

- i) While class sizes may be varied by agreement, after consultation between CQUniversity, the Educator and the relevant Union/s, such flexibility will not be interpreted as a general precedent for the averaging of class sizes.
- ii) On-line or blended delivery and self-paced learning or combinations are to be discussed between the staff member and supervisor.
- iii) Advanced Diploma and Diploma lectures may have class sizes of up to 60 students for theory classes only, and they will be supported by appropriate tutorial assistance.
- iv) The class size ratios should also apply to all operations conducted off campus.

16.11 Reflection and Professional Preparation (RPP) – VET Educators

16.11.1 All continuing VET Educators shall be allocated 15 days RPP on full pay for each calendar year of service.

16.11.2 Part-time employees or employees who have been engaged for less than a complete calendar year of service shall be granted RPP calculated on a pro rata basis.

16.11.3 The allocation/approval of RPP facilitates the opportunity for VET Educators to prepare, review and update necessary work for the planned and engaged delivery of their teaching and training prior to the commencement of education delivery as outlined below.

16.11.4 As professionals, VET Educators will ensure that they are prepared to deliver the approved and agreed outcomes of RPP on the commencement of student attendance at University.

16.11.5 To ensure that the approved and agreed outcomes of RPP are successfully achieved:

- RPP activities will be discussed at Discipline Team Meetings with individual allocation of associated tasks as outlined below to be equitably distributed/allocated by the relevant supervisor in consultation with each team member and considered within the overall workload.
- Expectations will be clarified no less than 4 weeks prior to scheduled RPP about activities needed to be completed.
- VET Educators will use their professional judgement as well as their supervisor's advice to prioritise use of Reflection and Professional Preparation to ensure compliance with the clause below.
- VET Educators will remain contactable during RPP and will be reasonably available to attend meetings.

16.11.6 RPP shall be exclusive of public holidays.

16.11.7 Unless agreed otherwise during the PRPD process, RPP will be scheduled in non-teaching time as follows:

- a block of 5 days prior to the first third of the calendar year; and
- a block of 5 days prior to the second third of the calendar year; and
- a block of 5 days prior to the final third of the calendar year.

16.11.8 All RPP is to be used by the end of each calendar year and is not payable upon termination of employment. A maximum of 5 days RPP may be deferred, by agreement, from one calendar year to the next. Deferred RPP is to be taken within 6 months of the commencement of the teaching year and will lapse if not taken within the 6 month period.

16.12 Preparation

Consistent with the above clause, VET Educators will ensure necessary activities as required for the half yearly plan and delivery timetable, are completed prior to the commencement of delivery including, but not limited to:

- Confirming understanding of the packaging rules and requirements of the training package and/or accredited course units to be delivered and ensuring that planned training activity will meet those requirements;
- Reviewing, updating and/or developing course-related information at a qualification and/or unit level, including but not limited to:
 - i) Qualification Guide;
 - ii) Unit of Study Guide/s;
 - iii) Learner Guide/s;
 - iv) Competency Based Training Assessment instruments including benchmarks;
 - v) Content delivery schedule/lesson plans;
 - vi) Learning and training resources;
 - vii) Course orientation materials for existing or future programs; and
 - viii) Preparing for workplace learning, such as ensuring the templates for Provider Risk Assessments and the Logbook for Vocational Placements are up to date for future issue.
- Uploading all relevant learning and assessment resources and undertaking all other requirements for the learning management system ready for delivery and assessment including organising resources for distribution.

16.13 Leading Vocational Teacher (LVT)

Leading Vocational Teachers will commit to teaching excellence and a leadership role within the team by performing higher level duties of an educational or strategic business nature. The LVT is an initiative to further recognise the professionalism of teachers who perform these duties.

The performance of additional duties will not be so frequent or onerous as to detract from the LVT's primary role as a Teacher. Some examples of additional duties are set out in Schedule 9. Performance of such duties may necessitate a reduction in allocated contact duties.

There shall be no quota applied to the number of LVTs.

16.13.1 Eligibility to Progress to LVT

Teachers on Step 7 of the teacher salary scale are eligible to apply for and be granted the position of Leading Vocational Teacher Step 1 providing:

- i) the employee has completed at least 12 months continuous service at Step 7 and through the formal performance review process demonstrates leadership in teaching practice and performance (as outlined in the Leading Vocational Teacher Undertaking Form) in their application;
- ii) the teacher signs an undertaking to perform additional duties as discussed within the teaching team and approved by the Dean or delegate on recommendation by the supervisor, taking into account the strategic priorities of the University;
- iii) where there is more than one LVT in a teaching team, the supervisor will ensure a fair and equitable process is used to allocate additional duties and the more onerous duties are equally distributed between LVTs in the teaching team in situations where a teaching team includes mainly educators holding the position of Leading Vocational Teacher, and therefore the duties are not sufficient to distribute, consideration may be given to the appropriate allocation of additional duties consistent with the needs of the school.
- iv) an LVT who is not able to accept a duty discussed in the teaching team consultation process may perform an alternative duty or duties as approved by the supervisor. Where agreement cannot be reached between the LVT and their supervisor regarding the additional duties either party may raise the concern under the Handling Workload Issues clause.
- v) Should a circumstance arise where an LVT is unable to perform their allocated duties due to compassionate grounds or significant personal circumstances for a short period of time, management may review and reallocate existing duties in consultation with teaching teams for the period. LVTs will maintain their level in this circumstance.

16.13.2 Progression

Progression to Step 1 of the Leading Vocational Teacher classification will take effect from the date the undertaking is signed by both parties.

Progression to Steps 2 and 3 of Leading Vocational Teacher will be subject to:

- annual increment; and
- agreement of the parties to either renew the existing undertaking or an amended undertaking; and
- managerial approval of an LVT's satisfactory performance in that role, conduct, diligence and efficiency.

16.13.3 Review

Should a Leading Vocational Teacher fail to meet their undertaking they will be subject to a review of their duties and classification. Such a review may consider a reallocation of duties or a removal of the Leading Vocational Teacher classification whereby the employee may return to Step 7.

17. Handling Workload Issues

- 17.1. Staff, either individually or as a group, or their relevant Union(s) can raise concerns regarding unreasonable or inequitable workload issues, (including VET Programming concerns), using the process detailed in this clause.
- 17.2. Staff member(s) or their relevant Union(s) should discuss and document concerns about their workload with the relevant supervisor in the first instance.
- 17.3. Where the workload issue(s) remain unresolved after five working days the staff member(s) or their relevant Union(s) should discuss and document their concerns with the relevant Dean/Director/relevant head of organisational unit/ School or equivalent;
- 17.4. Where the workload issue(s) remain unresolved after a further five working days the staff member(s) or their relevant Union(s) should make a written case to the relevant Provost/Deputy Vice-Chancellor (DVC) of their Division.
- 17.5. If the relevant Provost/DVC is unable to resolve the matter on the basis of the written case within five working days, a meeting will occur between the staff member(s) and/or their relevant Union(s), and, the relevant Provost/DVC and the Head of the relevant organisational unit. A staff member(s) may choose to have a representative with them during this meeting.
- 17.6. Where the workload issue(s) remain unresolved, staff member(s) or their nominated representative(s) or the relevant Union(s) may make a case, in writing within five working days, to the Director People and Culture or nominee. If all the previous steps have been followed, the Director People and Culture or nominee will establish a Workload Review Task Force.
- 17.7. The Workload Review Task Force will comprise of a member of the Vice-Chancellor's Advisory Committee (VCAC) or nominee and an employee representative nominated by the relevant Union(s).
- 17.8. Neither of the members of the Workload Review Task Force can be drawn from the Unit in which the workload issues remain unresolved.
- 17.9. The Workload Review Task Force will report and recommend to the Vice-Chancellor and President or nominee within five working days (or other time as agreed by the parties) who will make the final decision.

- 17.10.** The Vice-Chancellor and President (or nominee) will advise the relevant DVC/Provost, the Head of the relevant organisational Unit and the staff member(s), and their representative (if applicable) of the decision.
- 17.11.** The review will be conducted expeditiously, having access to all relevant information, records and staff.
- 17.12.** The Workload Review Task Force will consult with the relevant Provost/DVC, the Head and the staff of the organisational unit.
- 17.13.** The role of all the parties to the review will be to facilitate an appropriate resolution with neither party advocating in support of any position.
- 17.14.** The relevant Provost/DVC of the organisational unit will provide the Vice-Chancellor and President or nominee with a report on the implementation of any recommendations related to the decision.

PART D: PERFORMANCE MANAGEMENT

18. Probation

All employees other than Senior Staff, casual employees and English Language Centre teachers are subject to a probationary or qualifying period according to the following:

18.1 Academic Staff Periods of Probation

All continuing and fixed-term appointments are subject to a period of probation (outlined below).

- i) Employees on fixed-term appointments of 12 months or less will have a probationary period of six months.
- ii) Employees on fixed-term appointments of over 12 months will have a probationary period of one year.
- iii) Employees on continuing appointments will have periods of probation as follows:
 - Academic Level A – two years
 - Academic Level B and above – up to two years.
- iv) Any second or subsequent fixed-term contract or continuing appointment with the University shall not contain a probationary period unless:
 - the preceding fixed-term contract length or continuing appointment was such that they could not complete the probationary period; or
 - there has been more than 3 months between appointments in which case the University will include a probationary period on appointment.
- v) Employees who receive a promotion during a period of probation will be deemed to have completed their probationary period.
- vi) A probationary period may be shortened or waived at the discretion of the Vice-Chancellor and President or nominee.

18.2 Professional and VET Educator Periods of Probation

All employees other than casual employees are subject to a probationary or qualifying period of six months.

Any second or subsequent fixed-term contract or continuing appointment with the University shall not contain a probationary period unless:

- the preceding fixed-term contract length or continuing appointment was such that they could not complete the probationary period; or
- there has been more than 3 months between appointments in which case the University will include a probationary period on appointment.

A probationary period may be shortened or waived at the discretion of the Vice-Chancellor and President or nominee.

18.3 Reviews

Each employee will be required to participate in regular reviews throughout the probationary period. A minimum of two such reviews will be completed by the employee's immediate supervisor in consultation with the employee

prior to the conclusion of the probationary period. The employee shall be given advice of any performance deficiencies and an opportunity to remedy these during the probationary period.

18.4 Confirmation/Termination of employment

Prior to the conclusion of an employee's period of probation, the University shall determine whether the probationary appointment of an employee is to be confirmed or terminated.

To have their probationary appointment confirmed by the University at the conclusion of the period of probation, an employee will be required to have performed the requirements, duties and responsibilities of the position to which the employee is appointed to a satisfactory level.

New employees who, at the end of their probationary period, have not had two reviews or who have not been given "testing" time to improve their performance based on feedback from their supervisors, will be deemed to have successfully completed their probationary period.

Employment may be terminated at any time during the probationary period and in such cases the Notice of Termination clause will apply.

18.5 Exemption from Procedure

Probationary staff are not subject to the provisions of the University's policies/procedures in respect to unsatisfactory performance or misconduct/serious misconduct.

19. Building performance capability

- 19.1** The University strongly supports its employees to achieve and maintain an effective level of performance at work.
- 19.2** Employees are encouraged to undertake professional development and skills recognition activities to enable them to build performance capacity, to create and achieve career opportunities and goals within University objectives. Employees are encouraged to participate in professional development activities, including development opportunities aimed at furthering the Employee's career prospects.
- 19.3** The University is committed to supporting its employees to meet performance expectations and behavioural expectations as set out in relevant University policy and procedures.
- 19.4** Approved professional development activities will prioritise activities which support University accreditation requirements and maintain, develop and extend staff competency and currency of skills and knowledge relevant to their roles within the University.
- 19.5** The University is committed to maintaining professional development funding with a minimum of 2 percent of salaries budget of each organisational unit, in accordance with the needs of the unit.
- 19.6** VET Educators will have access to a minimum of ten days per year (non-cumulative) for the purpose of Professional Development/Release to Industry as agreed in the annual performance review and planning processes. This is available to VET Educators as detailed in University policy and procedures.
- 19.7** Release to industry will be observational, research, hands-on experience within industry or commerce or other appropriate setting. A VET Educator on release to industry will work the normal hours of the industry concerned and will follow the same conditions as other workers in the setting concerned. CQUniversity will meet all related expenses associated with the agreed release to industry and will provide workers' compensation, professional indemnity, personal injury and property damage insurance for each VET Educator on release to industry.

20. Performance Review, Planning and Development (PRPD)

- 20.1** Performance Review, Planning and Development will be undertaken by University employees in accordance with University procedures.
- 20.2** Staff will be required to participate at least annually in the performance review process at the successful conclusion of their probationary period. More frequent performance reviews may occur between a supervisor and staff member to allow for timely constructive performance feedback, counselling and any required remedial actions which may include a performance improvement plan. Supervisors should also use this opportunity to formally record any concerns regarding a staff member's performance previously discussed through informal meetings and feedback.
- 20.3** Supervisors are responsible for initiating, conducting and then completing the review process at least annually for staff who report to them and staff must participate in this process.

- 20.4** PRPD training is mandatory for all staff prior to undertaking the PRPD process.
- 20.5** PRPD documentation must be maintained in the designated format for placement on the staff member's file.
- 20.6** Where a staff member has worked with more than one supervisor during the review cycle, they will be reviewed by one nominated supervisor and comments will be sought from the other supervisor(s).
- 20.7** For professional staff, as part of the review discussion, a supervisor and employee should review the Position Description to ensure that it reflects the work that is regularly required to be performed.
- 20.8** For VET Educators and Academic Staff performance review is also an opportunity to express interest in teaching related activities across a broader range of the AQF. If this is seen as mutually beneficial, planning should occur regarding necessary qualifications and professional development.
- 20.9** Academic Staff PRPD is also an opportunity to plan for promotion.

21. Increments

(This clause does not apply to Senior Staff)

21.1 Incremental Advancement

Full-time and part-time employees are eligible for annual incremental progression within their respective classification, subject to satisfactory performance of duties by the employee.

Professional Staff Casual Employees are awarded an increment in salary after working 920 hours at the same HEW or SRE Level and Step in the 12 month period since their last increment or date of appointment, subject to satisfactory performance.

21.2 Increment Deferred

- 21.2.1** A supervisor who believes that an increment should be deferred will discuss the reasons for that view, and recommended steps for improvement, toward gaining the next increment with the employee prior to the increment date.
- 21.2.2** The supervisor will consider any advice from the employee in making their recommendation.
- 21.2.3** If the supervisor's recommendation is to defer, that recommendation shall be made to the relevant Deputy Vice-Chancellor/Dean/Director etc.
- 21.2.4** An employee who seeks a review of the recommendation shall advise the supervisor and the relevant Deputy Vice-Chancellor/Dean/Director of that intention, within one calendar month.
- 21.2.5** Upon that advice the supervisor shall reduce the matters raised in the discussion above to writing, and will provide those to the employee and the relevant Deputy Vice-Chancellor or nominee.
- 21.2.6** Following receipt of the supervisor's reasons the employee shall be entitled to raise their arguments that the increment should be afforded.
- 21.2.7** The relevant Deputy Vice-Chancellor or nominee shall advise the employee of their decision.
- 21.2.8** If the employee remains dissatisfied with the decision they may refer the matter to the relevant Deputy Vice-Chancellor for final determination by the Vice-Chancellor and President or nominee.
- 21.2.9** The decision to defer an increment shall be reviewed by the supervisor within a period not exceeding three months from the original decision. When the supervisor determines that the increment can be approved, the date of that decision will be the date of effect of the payment of the increment. This date of effect will become the employee's new increment date.
- 21.2.10** All parties shall deal with these matters in a timely manner and the time limit provided may be changed by agreement.

22. Incidental and peripheral tasks

Employees may be expected to perform duties peripheral to their main duties or functions consistent with the classification descriptors/positions descriptions detailed in this Agreement. Employees performing new duties should receive appropriate training and/or instruction prior to commencing such tasks.

The University may direct an employee to carry out such incidental and peripheral duties and use such tools and equipment as may be required provided that the employee has the competence and skill and has been properly trained in the duties and use of such tools and equipment (where relevant).

Any direction issued by the University in relation to incidental and peripheral tasks must be consistent with the University's responsibilities to provide a safe and healthy working environment.

23. Transfer

- 23.1.** After consultation with the employee concerned, the University may transfer or second an employee to another position within the University either within the same city/town or to another city/town in which the University has, or may have in the future, a campus or presence, appropriate to their skills and experience - particularly when their existing position is in an area of demonstrated decline in student demand or is affected by the introduction of technological, organisational and other changes.
- 23.2.** Where the transfer is to another city/town more than 100 kms from the staff member's current work location, the employee will receive 12 months' notice of the transfer and will be entitled to the relocation entitlements as detailed in the Relocation clause of this agreement.
- 23.3.** Employees on secondment must be consulted about changes which impact on their substantive position.
- 23.4.** An employee performing new duties should receive appropriate training and/or instruction prior to commencing such tasks.
- 23.5. Academic and Professional Staff Appointed prior 5 May 2010**

Should the University wish to transfer an employee whose current appointment commenced prior to 5 May 2010, and whose letter of offer does not state that they may be transferred to a different location to another position within the University outside of the same city/town, such a transfer will be by mutual agreement. In this instance, the employee will be entitled to the relocation entitlements detailed in the Relocation clause of this agreement.

In situations where a transfer may be required other than by mutual agreement, based upon the circumstances as detailed above, the individual(s) who is impacted by this decision will be provided with an opportunity to make a written submission to the Vice-Chancellor and President or nominee if they wish the University to reconsider its decision.

The submission would need to evidence how the proposed transfer would impact negatively on the individual or their family's personal circumstances. In these circumstances, the University would, where possible, seek to find alternate work opportunities in the employee's current geographic location.

24. Job Rotation and Multi-skilling

Professional employees may be required to participate in job rotation or multi-skilling in consultation with their supervisor. Job rotation may be instigated as a professional development opportunity. Academic and VET Educator employees may agree to participate in job rotation and multi-skilling.

25. Requirement to Notify of Absence from Work

Where an employee is absent from work without approval and/or due cause, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes work or is granted leave.

26. Unsatisfactory Performance

26.1 Application

The procedures outlined in this clause apply to all continuing and fixed-term employees, excluding probationary employees and to Senior Staff except as provided for in the clause Senior Staff Appointments.

No disciplinary action, as defined in this Agreement, for unsatisfactory performance can be taken against an employee other than through the process and terms of this clause.

Regular and informal feedback sessions are an opportunity to raise problems or concerns regarding a staff member's performance at an early stage. This allows for strategies to be put in place to resolve these concerns prior to formal meetings within the PRPD cycle and prior to Counsel and First Warning. It is recommended that the supervisor maintain a written record of these conversations.

26.2 Counsel and First Warning

If a supervisor believes that the performance of a staff member is unsatisfactory, the supervisor will advise and meet with the staff member to discuss their concerns. The staff member and/or supervisor may choose to be assisted by a representative to prepare for and participate in this discussion. The supervisor will provide the staff

member with a written document which clearly outlines and provides examples of the perceived performance deficiencies. The supervisor will provide the staff member with the opportunity to respond to the issues of concern and discuss any mitigating circumstances. The intent of the discussion will be to address and resolve instances of possible unsatisfactory performance through guidance, counsel and appropriate employee development wherever possible.

After considering the staff member's response, the supervisor will:

- If satisfied that performance is satisfactory, cease the Unsatisfactory Performance process and follow-up on any other issues raised as appropriate; or
- Specify any improvement required and the date by which reasonable improvement is expected (ie, the Review Period). Adequate and reasonable support, training and staff development to assist in remedying performance deficiencies will be provided as required and/or requested.

Prior to the commencement of the Review Period, the supervisor will provide the staff member written advice in the form of a 'First Warning Performance Improvement Plan' that will include:

- the specific areas of performance that are considered to be unsatisfactory
- the nature of the improvement required
- the time (as relevant to the nature of the performance issue but no less than four weeks) within which such improvement should occur
- the date of the performance review and
- the availability of professional development and other resources, where appropriate, to assist the staff member in improving performance/conduct

26.3 Formal Meeting and Second Warning

Within 10 working days after the review date set out in the 'First Warning Performance Improvement Plan', the supervisor will meet with the staff member in a Review Meeting to discuss levels of performance attained during the Review Period. At this meeting the staff member and/or supervisor, where they choose, may be assisted by a representative to prepare for and participate in this discussion. As a result of discussion, the following will then occur:

- Where performance is deemed to be satisfactory, the Unsatisfactory Performance process will cease and normal performance review process will resume; or
- Where the supervisor believes that the first warning and counsel has not led to an adequate improvement in performance, the supervisor will discuss the situation with the staff member. The supervisor will give due and proper weight to any response provided by the staff member in relation to performance during the Review Period. The supervisor will then inform the staff member whether or not the supervisor continues to believe performance improvement is required. If performance improvement is still required, the process shall proceed to a second warning.

The second warning will be provided by the supervisor to the staff member in writing in the form of a 'Second Warning Performance Improvement Plan' that will include:

- the specific areas of performance that are considered to be unsatisfactory
- the nature of the improvement required
- the time (as relevant to the nature of the performance issue but no less than four weeks) within which such improvement should occur
- the date of the performance review and
- the availability of professional development and other resources, where appropriate, to assist the staff member in improving performance

26.4 Review by Supervisor

Within 10 working days after the review date set out in the Formal Meeting and Second Warning, the supervisor will meet with the staff member in a Review Meeting to discuss levels of performance attained during the Review Period. At this meeting the staff member and/or supervisor, where they choose, may be assisted by a representative to prepare for and participate in this discussion. As a result of discussion, the following will then occur:

- Where performance/conduct is deemed to be satisfactory, the Unsatisfactory Performance process will cease and normal performance review process will resume; or
- Where the outcome of the review is that the supervisor decides that the required improvement (s) in performance of the staff member has not been achieved and that the performance has remained unsatisfactory, the process shall proceed to Report by Supervisor.

Where within 10 working days of the review date the supervisor does not either advise the staff member of the outcome of the review, or agree a revised review date, the staff member will be deemed to be performing satisfactorily.

26.5 Report by Supervisor

Where the supervisor decides that the required improvement(s) in performance has not been achieved and that the performance is still unsatisfactory, a formal report will be made, through the relevant head of organisational area to the relevant Deputy Vice-Chancellor or nominee. The formal report will clearly state the aspects of performance/conduct seen as unsatisfactory, the record of attempts to remedy the problem and a recommendation of the disciplinary action to be taken.

26.6 Submission by Staff member

The staff member, and where they have so chosen their representative, will be provided with a copy of the supervisor's formal report at the time it is submitted and will have ten working days from receipt of the report to submit to the Deputy Vice-Chancellor or nominee:

- a written response to the Report, including comment on the severity/appropriateness of the recommended disciplinary action; and/or
- a written request for an independent review of the process leading to the supervisor's recommendation.

26.7 Review of Process

The review will be conducted by a member of senior management who is not from the same work area as the staff member and will occur no later than ten working days from the date of receipt of that request by the Vice-Chancellor or nominee or such other time as agreed between the parties. The independent reviewer will report on whether the process set out in this clause has been followed.

26.8 Action by the Vice-Chancellor and President, or Nominee

The Vice-Chancellor and President, or nominee, in consultation with the Deputy Vice-Chancellor or nominee, will consider the supervisor's formal report, the staff member's written response and comment (if any) and the report of the independent reviewer where this is sought, and will have five working days in which to determine the action to be taken. Such determination will be communicated in writing by the Vice-Chancellor and President, or nominee to the staff member.

26.9 Re-occurrence of Unsatisfactory Performance

Where, within 12 months of completing a Review Period associated with this clause, there is a repeat of the prior unsatisfactory performance, the performance management process will commence at the 'Formal Meeting and Second Warning' stage of these Procedures.

26.10 Other Matters

Nothing in this clause prevents the Vice-Chancellor and President, or nominee on his or her own motion, referring a question of possible unsatisfactory performance to a supervisor for appropriate action.

The action of the Vice-Chancellor and President, or nominee shall be final except that nothing shall be construed as excluding the jurisdiction of any external court or tribunal which would be competent to deal with this matter.

In determining questions of procedural fairness or due process under this clause, the parties to the procedure will be guided by the principle of a "fair go all round" as mentioned in the Fair Work Act 2009 s381.

If the Vice-Chancellor and President, or nominee is of the view that there has been no unsatisfactory performance, the Vice-Chancellor and President, or nominee will forthwith advise the employee in writing, and may by agreement with the employee, publish the advice in an appropriate manner.

27. Misconduct or Serious Misconduct

(This clause does not apply to Senior Staff except as provided for in the clause Senior Staff Appointments)

Staff members are required, through the undertaking of their duties, to behave in accordance with the University's Code of Conduct.

The University is committed to ensuring that cases of alleged misconduct or serious misconduct by a staff member are dealt with promptly and are subject to a fair process which affords natural justice prior to any resulting disciplinary action being taken against a staff member whose conduct is found to be inappropriate.

No disciplinary action for misconduct or serious misconduct can be taken against an employee other than under the terms of this clause.

27.1 Statement of allegations

Allegations of misconduct or serious misconduct must be made in writing to the employee and signed by the Deputy Vice-Chancellor/Provost or nominee. The allegations and potential disciplinary action must be in sufficient detail to enable the employee to understand their precise nature and to properly consider and respond to them.

27.2 Suspension

At any time during this process, the Vice-Chancellor and President may suspend an employee on full pay or without pay if the Vice-Chancellor and President is of the view that the alleged conduct amounts to conduct of a kind such that other than for this clause it would be unreasonable to require the University to continue employment during the process.

If the suspended employee is on pre-approved paid leave of absence then the period of suspension without pay will take effect following the period of paid leave.

A suspended employee may be excluded from the campus, provided that they will be permitted reasonable access for the preparation of their case and to collect personal property.

Where a suspension without pay has been imposed and the matter is subsequently referred to a Review Committee or independent investigator, they will as a threshold matter determine whether suspension without pay should be revoked or continue.

If the original allegations of misconduct or serious misconduct are not upheld, any lost income because of the suspension will be reimbursed.

27.3 Employee's Response

Within ten (10) working days from receipt of the allegations, the employee will submit a written response either admitting or denying the allegations of misconduct or serious misconduct in part or in full, and may also provide comment on the potential disciplinary action.

27.4 Action open to the Vice-Chancellor and President

Where the employee admits the allegations in full or has not responded to the allegations, the Vice-Chancellor and President may take disciplinary action.

For academic and professional staff only - where allegations of serious misconduct are denied in part or in full, and termination is a potential outcome of the process, the Vice-Chancellor will refer the matter to a single independent agreed reviewer who may be internal to the University however must not have previously been involved in the matter.

For academic and professional staff only, in cases where the allegations are related to academic misconduct and/or research misconduct and the allegations are denied in part or in full, the Vice-Chancellor and President will refer the matter to a Review Committee.

In all other cases for academic and professional staff, where the allegations are denied in part or in full, the Vice-Chancellor and President shall give due consideration to the response of the employee in making a decision. If the Vice-Chancellor and President believes that more information is required prior to a decision being made, he or she may select and appoint an agreed independent reviewer who may be internal to the University however must not have previously been involved in the matter, to conduct an inquiry into the matter.

For VET Educators in all cases where the allegations are denied in part or in full, the Vice-Chancellor and President shall give due consideration to the response of the employee in making a decision. If the Vice-Chancellor and President believes that more information is required prior to a decision being made, he or she may select and appoint an agreed independent reviewer who may be internal to the University however must not have previously been involved in the matter, to conduct an inquiry into the matter.

27.5 Review Committee Constitution

A Review committee will be established as expeditiously as possible with its composition as follows:

- An agreed independent chair (which may be an internal staff member), previously not involved in the matter, that commands the confidence of management and employees. (Consultation will occur with the relevant Union/s)
- An employee, previously not involved in the matter, nominated by the Vice-Chancellor or nominee, and
- An employee, previously not involved in the matter, nominated by the relevant union.

A Review Committee shall proceed as follows:

- The review committee may interview any person it thinks fit to establish the merits or facts of the case and take into account such further material, as it believes appropriate to the case
- Conduct proceedings as expeditiously as possible consistent with the need for fairness
- Recognize that the employee and University management, if they so choose, may be represented before the Committee by representatives as defined in this Agreement
- Proceedings will be in camera but in the presence of the employee and where the employee and University management choose, their representative
- Both the employee and University management (or their respective, chosen representative) shall have the right to ask questions of interviewees, make submissions and to present and challenge evidence and
- A recording shall be made of all proceedings except the deliberations of Review Committee members. The recording will be made available to the employee, and where they choose, their representative and University management as they become available.

The report of the Review Committee will be provided to the employee and the Vice-Chancellor or nominee within ten working days of the written request from the employee, or such other time as agreed between the Vice-Chancellor or nominee and the employee or at the employee's choice their representative. The report will include the Committee's reasons in support of its findings.

27.6 Purpose of the Review Committee

The purpose of the Review Committee as constituted under the Agreement is to report to the Vice-Chancellor and President, or nominee:

- The facts as found by the Review Committee, relating to the alleged academic/research misconduct or serious misconduct,
- Whether in the Review Committee's opinion the alleged conduct comprised either misconduct or serious misconduct, and
- Taking any mitigating circumstances into account, to recommend what disciplinary action, if any, should be taken.

27.7 Inquiry by an Independent Investigator

The purpose of the Inquiry by the independent investigator is to report to the Vice-Chancellor and President the facts, as found by the independent investigator, relating to the alleged misconduct or serious misconduct.

27.8 Action by the Vice-Chancellor and President

After considering the employee's response and the report of the independent investigator and/or Review Committee, if any, the Vice-Chancellor and President will have five (5) working days in which to determine what Disciplinary Action, if any, should be taken. Such determination will be communicated in writing by the Vice-Chancellor and President to the employee.

27.9 Repeated misconduct or serious misconduct

Where it is alleged that an employee has engaged in acts similar in nature to misconduct or serious misconduct for which they have previously been disciplined in accordance with this clause, the Vice-Chancellor and President, shall consider the matter and prior to making a decision will:

- i. Request that an investigation into the alleged further acts of misconduct or serious misconduct and in doing so interview relevant people, obtain information or request written reports to enable the Vice-Chancellor and President, to establish the relevant facts;
- ii. notify the employee in writing of the alleged misconduct or serious misconduct to enable the employee to understand the precise nature of the alleged further acts of misconduct or serious misconduct;
- iii. provide an opportunity for the employee to respond in writing and to be interviewed in the presence of his or her representative; and
- iv. take into consideration any mitigating circumstances.

If after having investigated the matter, the Vice-Chancellor and President is of the view that the behaviour constituted misconduct or serious misconduct and the employee has engaged in such conduct contrary to earlier warnings, the Vice-Chancellor and President may dismiss the employee without notice or take other Disciplinary Action as defined in this agreement.

27.10 Other Matters

The action of the Vice-Chancellor and President shall be final, except that nothing in this clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with this matter.

If the Vice-Chancellor and President is of the view that there has been no misconduct or serious misconduct, he/she will forthwith advise the employee in writing, and may by agreement with the employee, publish the advice in an appropriate manner.

28. Medical Examinations in relation to Health and Safety concerns

- 28.1** The University is committed to the effective management of ill and injured Employees. The University is focused on supporting ill and injured Employees with managing their medical conditions and/or facilitating their return to work at the earliest opportunity.

Where the University forms a view that there are genuine health and safety concerns in respect to an employee's capacity to perform the inherent tasks of their position, the University may direct the employee to attend a medical examination for an assessment and report addressing the University's concerns (the document outlining the University's concerns will also be provided to the employee). For this initial medical assessment and report, the University will meet all associated costs, however further medical costs and treatment options will be met by the employee.

- 28.2** Prior to the employee returning to full duties, the University will require a medical clearance stating that the employee is able to perform the inherent tasks of their position, along with any restrictions on normal duties which the medical practitioner recommends be put in place as required. In the event of the treating Medical Practitioner placing restrictions on the staff member which affect their work, the staff member will then participate in a rehabilitation plan in accordance with the University's Rehabilitation policy and procedures.
- 28.3** Any such direction to undertake a medical examination under this clause will operate independently of other clauses in this Agreement.

29. Separation on the Grounds of Ill Health

- 29.1** The Vice-Chancellor and President or nominee may require an Employee whose capacity to perform their regular duties is in doubt to undergo a medical examination by a qualified medical specialist chosen by the University, at the University's expense, where the Employee's health:

- (a) may be affecting, or has affected, the Employee's work performance or conduct;
- (b) has caused, or may cause, the Employee to have an extended absence from work of more than 3 months from work within a twelve month period.

- 29.2** Where the University arranges for the Employee to attend a medical practitioner of its choice, the University will notify the Employee in writing (with not less than six weeks' notice) with the time and place of the appointment, the purpose of the appointment and the reason for the appointment. A copy of the report of that examination will be made available to the Vice-Chancellor and President or nominee and to the employee.
- 29.3** At this time, the University will provide information to the employee on their options regarding retirement or temporary disability pursuant to the rules of the relevant superannuation fund. Where the Employee applies to the Employee's superannuation fund, before the expiry of the period of notice, for ill health retirement or temporary disability benefit pursuant to the rules of the superannuation fund the requirement for a medical examination will lapse.
- 29.4** Where the superannuation fund determines that the Employee is ineligible under the rules of the fund to receive a temporary disability benefit, the University may proceed in accordance with this clause without further notice. This does not apply in circumstances where the staff member is on sick leave but has not reached the expiry of the qualifying period of the employee's relevant superannuation fund.
- 29.5** If the medical report reveals that the Employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the University may, subject to the review procedure set out below, terminate the employment of the Employee with notice as provided in this Agreement. The University will provide the Employee an opportunity to respond to management's proposal to terminate employment, and this response may include the opportunity for the Employee to resign from their employment.

- 29.6** An Employee or their Representative may request that the findings of the medical report are confirmed by an independent health professional, not previously involved in the matter, appointed by the AMA in consultation with the University and the Employee and/or their Representative. Such a request must be received within ten (10) working days of the report being made available, and the University will not terminate the employment of the Employee unless and until the findings of the medical report are confirmed. For clarity, any costs associated with this sub-clause will be borne by the University.
- 29.7** In making an assessment as to whether or not an Employee is unable to perform their duties and is unlikely to resume them within a reasonable period, the initial qualified medical specialist and, if necessary, the AMA appointed independent health professional will, as far as possible apply the same criteria and standards as are used by the Employee's superannuation scheme in determining qualification of a disablement pension or other similar benefit.
- 29.8** If an employee fails to undergo a medical examination within 2 months of a written notification to do so, the University will assume that the employee is unable to perform their duties and is unlikely to resume them within twelve (12) months, in which case their employment will cease and the relevant termination entitlements will apply.

Other Matters

- 29.9** An employee who receives a temporary disability benefit from the superannuation fund will not accrue leave entitlements during this period except where the employee is in receipt of a partial temporary disability benefit, in which case leave entitlements will accrue on a pro-rata basis.
- 29.10** Where the superannuation fund determines that an employee is permanently disabled the University will be entitled to consider that the employee's employment has ceased.
- 29.11** These provisions will not displace or override any existing workers compensation schemes whether State or Federal (e.g. WorkCover Qld) or the provisions contained in any workers compensation legislation that may be enacted.

PART E: REMUNERATION AND ALLOWANCES

30. Salary

30.1 Salary increases

The salary increases contained in the Agreement are payable to staff employed by the University at or after the date of approval of the Agreement.

The arrangements and provisions contained within this Agreement have been developed and will be implemented as detailed below within the context of CQUniversity's approved budget:

2%	payable on	Following FWC approval
2%	payable on	30 September 2018
2%	payable on	30 August 2019
2%	payable on	30 July 2020
2%	payable on	30 June 2021

10% TOTAL

The salary rates payable to staff members are outlined in Schedule 1.

The Vice-Chancellor and President may supplement an employee's pay and benefits at any time with additional monetary or other benefits.

30.2 Minimum payable rates

The minimum payable rates to employees are as contained in Schedule 1. Each employee will receive at least the minimum rate of pay appropriate to their classification level and incremental step.

30.3 Salaries at Appointment

All staff will be paid according to the relevant salary scale contained in Schedule 1 commensurate with the requirements of the relevant position description or classification descriptor.

30.3.1 Academic Staff

Any Level A academic required to carry out full unit coordination duties as part of his or her normal duties or who upon appointment holds or during appointment gains a relevant doctoral qualification will be paid a salary no lower than Level A Step 6 of the Academic Staff Salary Scale.

30.3.2 VET Educators

- (i) A Teacher will possess minimum qualifications, skills and experience as prescribed in Schedule 9.
- (ii) A VET Teacher without an approved teaching qualification shall not progress beyond Step 4 of the Teacher Salary Scale. Progression beyond Step 4 will be in accordance with the University's policy and procedures on Approved Teaching Qualifications for VET.
- (iii) A Teacher may only be placed at the Leading Vocational Teacher classification level where they possess an approved teaching qualification.
- (iv) The University will appoint Vocational Educational Employees to the relevant salary scale contained at Schedule 1 commensurate with the appointee's educational/industry qualifications and experience, and in accordance with the Classification Descriptors contained at Schedule 9 - ensuring that the requirements of the Australian Qualifications Framework are met as outlined in University policy and procedure.
- (v) In particular circumstances and subject to the consultation with the relevant Union, the Provost may determine that a Teacher be placed on any classification level and step between Teacher step 1 and Leading Vocational Teacher step 3.

While circumstances may vary, the Provost will consider:

- the business needs of the Region including isolation of the location, the local industry training needs and the ability to attract and retain Teachers;
- qualifications including teaching, industry, licenses, tickets, professional body credentials, accreditation and registration;
- skills including the ability to teach a broad range or higher level of qualifications/courses, expertise in business development, industry liaison, or financial, project or relationship management, or shortage of or specialist skills required for a particular content area;
- experience including teaching experience in the type, currency, length, breadth and range of delivery methods, and length and breadth of industry experience; and
- labour market competition including remuneration differentials and the ability to attract and retain Teachers.

The Provost will demonstrate a clear and direct linkage between the classification level and step a Teacher is placed and the emergent circumstances.

The Provost will not approve the placement of a Teacher prescribed by this clause unless there is a compelling reason/s.

30.4 Junior rates of pay

Junior rates are applicable to HEW and SRE Levels 1, 2 and 3. The minimum rates payable to juniors is a percentage of the first step of the relevant adult classification rate according to age, as follows:

- 16 years - 50%
- 17 years - 60%
- 18 years - 70%
- 19 years - 85%
- 20 years - 98%

30.5 Apprentice rates of pay

Apprentices are paid a percentage of the first step of the HEW Level 4 rate according to years of apprenticeship and will be as follows (or in accordance with the apprentice rate percentages as set from time to time by the State Apprenticeship Board, whichever is the greater):

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

Adult apprentices (that is, 21 years of age and over) will be appointed at the 4th year Apprentice rate (i.e. 90% of HEW Level 4).

30.6 Traineeship rates of pay

A trainee employed by the University will be paid in accordance with the *Higher Education Industry – General Staff – Award 2010* (or successor award).

30.7 Supported wages system for employees with disabilities

See Schedule 2.

30.8 Casual employee loading

Casual employees will receive a loading of 25 per cent of salary in lieu of benefits not provided to casual employees, including all leave entitlements (except for long service leave), redundancy pay, penalties and loadings not provided to casual employees.

30.9 Market loading

Market loadings may be paid to certain groupings of University staff, as determined by the University from time to time. Any such payment will occur as detailed in University policy and procedures. In all cases, the determination of the quantum of any market loading paid to University staff will be at the absolute discretion of the University.

31. Overpayment of entitlements and recovery of outstanding debts

- 31.1** Where an Employee owes a debt or is overpaid an amount of salary or other remuneration, the University will notify the Employee who may authorise the University to deduct the amount of the overpayment or debt from the next available salary instalment. The University and the Employee may agree, in writing, on deduction by instalment to recover the overpayment or debt. In the event that the staff member is not satisfied with the discussions, they may refer the matter to the Director People and Culture or nominee.
- 31.2** If no arrangement is made within two pay periods from notification of the overpayment or debt, the Employee authorises the University to deduct the debt through salary deduction;
- i) in full in the next available pay period in instances where the debt is up to 10% of the total salary instalment payable; or
 - ii) in instalments equivalent to 10% of the total salary instalments, from the next available pay period, until the debt is repaid.
- 31.3** The Employee authorises the University to deduct from their final pay, including any leave entitlements, on cessation of employment, any overpayment balance remaining outstanding, or any debt owing. This applies whether or not the Employee and the University had previously agreed to deduction of the overpayment by instalment.
- 31.4** Where the overpayment or debt is discovered after cessation of employment or after payment of any final entitlements, the Employee must repay the amount to the University on receipt of an invoice from the University.
- 31.5** The Employee authorises the disclosure of personal address and other personal information to enable the issuing of an invoice to the Employee and recovery of a debt or overpayment.

32. Superannuation

32.1 Existing members of QSuper

At the date of approval of this Agreement, an existing Staff Member who is receiving contributions through CQUniversity to QSuper will retain that membership, and the University will make employer superannuation contributions in accordance with the relevant scheme requirements.

32.2 Eligible UniSuper Members

For all other eligible employees the University shall, during the life of this Agreement, maintain current arrangements and entitlements for the payment to UniSuper of an employer contribution of 17% of salary in respect of existing continuing staff and new continuing staff eligible to receive that level of contribution.

32.3 Fixed Term Employees

Fixed-term employees who are eligible under the Superannuation Guarantee Administration Act 1992 for employer superannuation, will receive 17% employer contribution from the beginning of the contract that would take their continuous service to two years or greater, except;

From the beginning of the pay period immediately following 1 March 2020, all fixed-term employees eligible under the Superannuation Guarantee Administration Act 1992 will have their employer contribution increased from the standard superannuation guarantee rate to 17%. Super contributions will be paid in accordance with the Superannuation Guarantee Administration Act 1992.

32.4 Staff not eligible for 17% Superannuation

For those staff not eligible for the 17% employer contribution, the University will make payments to UniSuper in accordance with the current superannuation guarantee legislation.

The University agrees to apply 9% for those casual staff who meet the criteria as outlined in the former TESS Superannuation Award – 1998. This amount replaces the 3% required in accordance with the Award and will be paid at the end of June and December each year.

Other Matters

- 32.5** The University agrees that for the life of this Agreement, it will maintain the arrangements for superannuation in respect of access to superannuation schemes and contribution rates that are in effect as of the date of lodgement of this Agreement, except as specified in this clause.
- 32.6** Should changes to the trust deeds be proposed because of external influences, the University will consult with the parties to this Agreement on the effects of any changes.
- 32.7** Where agreed between the Parties that an enabling clause is necessary as a result of the current UniSuper stakeholders' working party and any associated decisions of the UniSuper Board, the Parties agree to vary the Enterprise Agreement to incorporate an agreed enabling clause.
- 32.8** Requests by employees to attend presentations by a superannuation fund associated with their employment at the University during normal working hours will not be unreasonably refused. Staff will not be required to access their leave balances to attend such presentations.
- 32.9** This clause satisfies the choice of funds requirements for all eligible employees of the University.

33. Relocation Entitlements

- 33.1** Employees who are required to relocate as a condition of their employment to another CQUniversity facility in another town more than 100km away from their current work location, will be entitled to reimbursement of resettlement expenses on submission of a valid tax invoice or receipt as follows:

- i) The removal or storage of household effects in respect to the packing, transportation, unpacking and insurance costs incurred by relocating as per University procedure.

Removal or storage must take place within twelve months after the day on which the employee commenced duties at the new place of employment.

- ii) Travelling expenses as per the University's Recruitment and Relocation Expenses Procedures.
- iii) Costs incurred for the connection of the following utilities:

- Telephone
- Electricity and
- Gas.

Costs incurred for the sale of principal place of residence as follows:

- Advertising
- Legal Fees
- Agents Commission and
- Fees to discharge mortgage (but not interest charges).

Cost incurred for the purchase of a principal place of residence as follows:

- Legal Fees
- Stamp Duty
- Valuation Fees
- Mortgage Costs and
- Building Inspection.

Cost incurred for the lease of accommodation and household goods while living away from the principal place of residence for a period of not more than six months.

Reimbursement of costs for this sub-section will be to a maximum of \$9,000. A Contract of Sale for the principal place of residence must be entered into within two years after the day on which the employee commenced duties at the new place of employment. Lodgement of receipts/invoices for expense reimbursements must be made within two months of when the expense was incurred.

- 33.2** Relocation entitlements paid to employees required to relocate as a condition of their employment shall be on the terms that, if for any reason other than ill health, the employee voluntarily terminates their services with the University or is terminated due to unsatisfactory performance or misconduct during the first three years from the initial date of their employment, they will be required to repay to the University the amount of the housing assistance less 1/36 of the amount for each calendar month elapsing after commencement of the employment and before termination of employment.
- 33.3** In the case of two employees who are relocating who are partners, they shall be treated as separate individuals for the purposes of travel and settling-in allowance however transfer of effects and travel in respect to dependent children will only be claimable by one of the appointees.

34. Salary Packaging (including Flexible Remuneration)

- 34.1** The parties to this Agreement agree that notwithstanding the rates of pay specified in Schedule 1 of this Agreement, employees will have the option to convert their gross salaries as prescribed by this Agreement, to alternative benefits, as detailed in University guidelines. The University will explore widening the range of benefits available to employees subject to the employee meeting, where applicable, the full cost of any fringe benefit tax or similar tax introduced by the Government and any administrative cost associated with the provision of the benefit on a cost recovery basis. There will be no administrative charge for packaging superannuation contributions.
- 34.2** Employees are responsible for ensuring that they have obtained independent financial advice before converting any part of their salary under this subclause.
- 34.3** The parties to this Agreement agree that if legislation or other changes result in an increased cost to the University of providing salary packaging (including flexible remuneration), the University may discontinue the arrangement, upon four weeks written notice of intent to withdraw being provided to the affected employees.
- 34.4** Notwithstanding anything contained within this clause, the employee's rate of pay as specified in Schedule 1, will be used as the basis for calculation of the following entitlements:
- termination payments
 - annual leave and long service leave payments
 - calculation of redundancy benefits
 - calculation of overtime and shift payments
 - calculation of leave loading and
 - calculation of allowances.
- 34.5** Employer and employee superannuation contributions will be based upon the employee's rate of pay as specified in Schedule 1.

- 34.6** Subject to any contractual obligations which require a longer notice period, an employee who enters into a salary packaging (including flexible remuneration) arrangement with the University shall, subject to the subclause below, be entitled to withdraw from the arrangement at any time upon four weeks written notice being provided to the Director, People and Culture or nominee. The receipt of a written acknowledgement from the Director, People and Culture signifying the receipt of the employee's notice of intent to withdraw from salary packaging (including flexible remuneration) arrangements will constitute evidence of the advice having been received by the University.
- 34.7** The University provides a range of salary packaging options to its employees through an external provider. This arrangement is outlined in University policy. Withdrawal from a salary packaging arrangement with an external provider will be as per the terms of the contract between the employee and the external provider.

35. First Aid Allowance

An employee holding a current nationally accredited certificate in Applying First Aid and Cardiopulmonary Resuscitation, or equivalent qualifications, who is appointed as a first aid attendant by the University in writing and/or is required as a condition of their employment to hold a current nationally accredited certificate in Applying First Aid and Cardiopulmonary Resuscitation, shall be paid an allowance of \$13.90 per week in addition to the ordinary rate of pay. This allowance will be indexed to the salary increases as outlined in this Agreement.

36. Higher Duties Allowance

(This clause does not apply to English Language Centre employees and Senior Staff)

Where the University requires an employee to temporarily act in a position of higher classification for more than 5 continuous working days, the employee will be paid a higher duties allowance equivalent to the difference between the employee's normal salary and the minimum salary of the higher classification. Where the employee will only be performing part of the duties of the higher level classification, the percentage of the higher duties payable will be determined by the Head of the organisational area in consultation with the employee. The higher duties payment will be quantified and paid as a percentage of the higher level position classification.

The procedures in respect to payment of a higher duties allowance are contained in University policy and procedures.

37. Professional Staff Allowances

(The following allowances only apply to Professional Employees)

37.1 Toilet Cleaning Allowance

An employee required to clean toilets connected with septic tanks or sewerage shall be paid, in addition to the ordinary rate of pay, an allowance at the rate of \$13.25 per week. This allowance will be indexed to the salary increases as outlined in this Agreement.

37.2 Tool Allowance/Licensing Allowance

Electrical Trades Professional Employees \$/week

- Electrical Fitters / Mechanics 32.85
- Refrigeration Mechanic 32.85

Building Trades Professional Employees \$/week

- Carpenter, Plumber and Gasfitter 32.85

The following allowance will be paid to licensed: electricians, refrigeration mechanics and plumbers to reflect legal obligations imposed on them to meet compliance with legislation and licencing.

These employees shall be paid a percentage of allowance at the rate of \$29.10 per week in addition to the ordinary rate of pay, and will be as follows:

- Licensed electricians..... 100%
- Refrigeration mechanics 50%
- Licensed plumbers..... 25%

These allowances will be indexed to the salary increases as outlined in this Agreement.

37.3 Confined Spaces Allowance

CQUniversity has an obligation to provide a work environment without risks to health and safety, so far as is reasonably practicable. This obligation includes eliminating or minimising, so far as is reasonably practicable, the risks presented by working in confined spaces and other restricted areas. Employees required to enter and work within a confined space must comply with the relevant CQUni procedure, in addition to AS 2865-2009.

An employee required to work in a confined space (as defined in the relevant CQUni procedure) will be paid \$0.80 cents per hour or part thereof.

37.4 Live Sewer Work Allowance

The term 'live sewer work' shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. The term shall also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewerage. Employees engaged in live sewer work or cleaning septic tanks shall, during ordinary hours, be paid at the rate of time and a-half for all time so engaged.

During overtime or on weekends or public holidays employees shall be paid the relevant overtime, weekend or public holiday penalty rate based on the ordinary hours rate, above, for all time engaged on live sewer work.

Where aerial connection with a sewer or septic tank is blocked by a disc, plug, valve, water seal or other means, the live sewer rate shall not apply.

Employees who are on any day required to carry out work in connection with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than four hours at the appropriate rates. All time involved in travelling to and from such operations shall be deemed to be time worked for this purpose.

PART F: LEAVE

This *Agreement* offers a range of leave benefits.

The details about leave entitlements are set out in various policies/procedures which are provided on the policy portal.

38. Public Holidays**38.1 Days that are observed as public holidays**

CQUniversity will observe gazetted public holidays applicable in the State (or locality) where the campus is located.

However there may be times when staff may be required to work on public holidays; particularly in the case of academic staff and VET Educators when courses may be programmed in weeks where there is a public holiday. If there is a requirement to work, consultation will occur with the employee and their supervisor.

38.2 Work on public holidays – Security Guards

If required to work ordinary hours on a public holiday, a Security Guard will be entitled to take the equivalent time off (on an hour-for-hour basis), at a time in the future convenient to the work area.

38.3 Work on public holidays – Professional Staff and VET Educators

If required to work ordinary hours on a public holiday, a staff member will be paid at 250% of the normal rate of pay with a minimum payment of four hours. Casual rates are exclusive of loading.

38.4 Overtime on a public holiday – Professional Staff

If required to work overtime on a public holiday, a Professional staff member will be paid at double the applicable overtime rate. Casual rates are exclusive of loading.

38.5 Overtime on a public holiday – VET Educators

If required to work overtime on a public holiday, a VET Educator will be paid at double and one-half the applicable overtime rate of pay with a minimum of four hours. Casual rates are exclusive of loading.

38.6 Public holidays falling on a Professional Staff employee's rostered day off

(This subclause applies to Professional staff employed on shift work only)

If a public holiday falls on a rostered day off, the Professional Staff Member is entitled to either:

- payment of an extra days pay; or
- at the discretion of CQUniversity, an alternative day off, or, the addition of an extra day to the annual leave entitlement.

39. Closure over Christmas/New Year Period

CQUniversity will close over the Christmas/New Year period.

The Christmas/New Year closure period will be from the close of business on the last working week day prior to Christmas Day, with staff returning to work on the first week day immediately following the New Year's Day holiday as proclaimed for the relevant year. The closure will consist of the following:

- three working days on full pay without debit to any leave account; and
- three public holidays.

Those Security staff who are required to work during the Christmas/New Year period will be entitled to take the equivalent time off at a mutually agreed time as approved by the head of the organisational area or nominee.

40. Leave entitlements

Table 15: Leave Entitlements

Leave Type	Entitlement	Conditions
Annual Leave (excluding casual staff) is for rest and recreation	<ul style="list-style-type: none"> • 5.4 weeks (195.75 hours per year for fulltime employees and pro rata for part time employees) cumulative leave per year. • Employees will receive a leave loading of 12.96% in addition to ordinary wages/salary on 5.4 weeks. (This amount is based on 17% Leave loading on 4 weeks wages/salary) <p>Shift workers (Professional staff only) will be calculated in one of the following ways, whichever is the greater amount:</p> <p>a) Payment of the roster or projected roster for the period of annual leave including any shift allowances and/or weekend/public holiday penalty rates; OR</p> <p>b) ordinary salary/wage (excluding shift premiums and weekend penalty rates), plus a leave loading of 12.96%.</p>	<ul style="list-style-type: none"> • In addition to three working days paid at Christmas/New year. • Accrues progressively throughout the year and is cumulative. • Leave taken excludes public holidays. • Leave can be used over one or more periods. • Leave needs to be approved by the supervisor in advance. • All leave loading accrued during a calendar year will be paid in December each year (except for employees at HEW/SRE Level 1-3) • Employees at the HEW/SRE Level 1-3 will have their leave loading paid when they take annual leave. • Annualised Hours, Flexible Year Employees and Term Employees will accrue annual leave during hours worked and will be taken during the periods of paid work. • The University may direct an employee to take annual leave if the employee has accrued more than eight weeks annual leave, in which case the University will require that the employee take one quarter of the amount of annual leave credited to him/her at the time that the direction to take leave is given. • Staff on fixed-term contracts will be required to exhaust their annual leave prior to the end of the fixed-term contract; any exception to this arrangement will require the relevant Deputy Vice-Chancellor or nominee's approval. • Staff who become ill during annual leave may claim sick leave (to the extent of sick leave accrued) by providing documentation as per the sick leave provision below. • Continuing and Research Contingent Continuing staff may apply to cash out some annual leave in accordance with the clause below. • All annual leave accrued will be paid on termination.

Leave Type	Entitlement	Conditions
Sick leave is for the purposes of personal illness or injury.	<ul style="list-style-type: none"> 10 days paid leave per year for full-time employees. Pro rata for part-time employees (including annualised hours employment, flexible employment and term employment). This leave is cumulative and in the first year of employment, up to 10 days paid sick leave may be granted 12 months in advance. This also applies if the staff member has been employed for more than 12 months and has exhausted all paid sick leave entitlements. 	<ul style="list-style-type: none"> It is the staff member's responsibility to inform their supervisor as soon as possible of the inability to attend work (preferably by phone) and of the expected duration of absence. The staff member is also required to submit a leave application to cover the absence. Any absence in excess of three consecutive working days must be supported by a medical certificate or statutory declaration; this certificate or statutory declaration must cover the whole period of absence. If employment terminates prior to regaining a positive sick leave balance, the University may recoup the amount of paid sick leave in excess of the leave accrued. If there is a proven pattern of recurring absences on sick leave, the University has the right to request the provision of a medical certificate or statutory declaration in respect of each period of sick leave taken for the following 6 months.
Carer's leave is available to provide care and support for a member of immediate family or household	<ul style="list-style-type: none"> Five days paid per year that is non-cumulative. (fixed term and continuing employees) All employees including casuals are entitled to a period of unpaid carer's leave up to 2 days per occasion. Unpaid carers leave is only available when all paid carers leave is exhausted To assist with caring responsibilities, staff who have exhausted their carer's leave entitlement may access their sick leave and annual leave. The care/support can relate to a medical condition, injury or emergency, pupil-free school days for care of school-aged children or other circumstances consistent with the intent of the use of this leave as agreed with the supervisor. Professional staff, with the consent of their supervisor, may elect to work make-up time. 	<p>Clause 4 of this Agreement provides the definition of 'immediate family'.</p> <p>Wherever practicable, staff must give prior notice of their intention to take this leave and advise –</p> <ul style="list-style-type: none"> the name of the person requiring care and their relationship; the reasons for taking the leave; and the estimated length of absence. <ul style="list-style-type: none"> If unable to give prior notice, the staff member must notify the supervisor by telephone as soon as possible on the first day of absence. Any absence more than three consecutive working days requires a medical certificate/statutory declaration setting out the reasons for the leave; this certificate or statutory declaration must cover the whole period of absence. If there is a proven pattern of recurring absences on sick leave, the University has the right to request the provision of a medical certificate or statutory declaration in respect of each period of sick leave taken for the following 6 months.
Compassionate leave is for when an immediate family member has passed away or at imminent risk of same.	<p>Up to two days on full pay, per occasion to spend time with a person who:</p> <p>a) is an immediate family or household member; and</p> <p>b) has a personal illness/injury that poses a serious threat their life.</p> <p>Up to three days paid compassionate leave per occasion when a member of the immediate family or household dies.</p>	<p>Clause 4 of this Agreement provides the definition of 'immediate family'.</p> <p>The staff member may be required to provide evidence of the illness, injury or death such as a medical certificate from a registered health practitioner, a statutory declaration, or a copy of a death or funeral notice.</p> <p>Where an employee is part time – full consecutive days of compassionate leave will be provided as would be allowed for full time employees and paid at the relevant part time rate of pay.</p>

Leave Type	Entitlement	Conditions
Domestic and Family violence leave is available where violence or abuse affects attendance or performance at work	<p>CQUniversity recognises that an employee may sometimes experience situations of violence or abuse in their personal life and may offer the following support:</p> <ul style="list-style-type: none"> Up to 10 days paid non-cumulative leave per year upon request to the Director, People and Culture or nominee access to sick, carer's, annual leave or leave without pay; flexible working arrangements, including changes to working times consistent with the needs of the organisational unit; changing work location, telephone number or email address. 	An employee may be required to provide supporting evidence of treatment for domestic violence which could take the form of a document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, or a counselling professional.
Long Service Leave is an extended break from the University to rest and recuperate	<p>An employee who has completed at least ten years of service will be entitled to long service leave at the rate of one and three-tenth weeks (6.5 days for a full time employee) cumulative leave on full pay for each year of continuous service and a proportionate amount for part of an incomplete year.</p> <p>Pro rata for part-time employees (including annualised hours employment, flexible employment and term employment).</p>	<p>If a staff member has accumulated a long service leave entitlement in excess of 4.5 months (equivalent to 100 full-time days), the Director People and Culture may give written notice to take up to three months of leave, at a time convenient to the needs of CQUniversity in accordance with policy and procedure.</p> <p>Staff are entitled to take leave at the time of their choosing, provided that applications are lodged at least 6 months prior (or less by approval from the Head of Organisational area)</p> <p>Transfer of long service leave entitlements will be detailed in University Policy.</p>
Engaged Service Leave is available to support the University's engagement agenda	A maximum of 7½ hours paid leave per calendar year (non-cumulative).	Details are outlined in University policy regarding what activities may be covered in accessing this leave.
Workplace Relations Training Leave is available to contribute to a better understanding of workplace relations	Up to five working days leave on ordinary pay each calendar year, non-cumulative 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.	<p>The granting of such leave is subject to the convenience of the work area and will not unduly affect the operation of the work area. Such leave requests will not be unreasonably refused.</p> <p>The scope, content and level of the course must be such as to contribute to a better understanding of workplace relations or to allow elected or accredited union representatives to conduct official union business which requires the attendance of the staff member personally. Official union business includes meetings of State or National union bodies of which the staff member is a member, and includes attendance at meetings of those bodies.</p>
Cultural and Religious Leave to provide an opportunity for staff who may celebrate cultural or religious days of observance which do not coincide with existing public holidays	Where this may involve time away from work, suitable arrangements could include re-scheduling of work commitments or use of annual leave.	<p>Reasonable evidence of the need to be absent from work may be required</p> <p>A supervisor should not unreasonably refuse the use of annual leave for this purpose.</p>
Indigenous Cultural or Ceremonial Leave only applies to staff members who identify as being of Aboriginal or Torres Strait Islander descent	<p>The following leave is available each calendar year to fulfil ceremonial obligations:</p> <ul style="list-style-type: none"> Up to 5 days paid non-cumulative leave; and Up to ten days unpaid non-cumulative leave. 	<p>A supervisor should not unreasonably refuse the use of annual leave or long service leave for this purpose.</p> <p>The definition of 'Ceremonial obligations' can be found in the definitions section of this agreement.</p>

Leave Type	Entitlement	Conditions
Leave to contest elections is available for staff nominated for election to parliament, a local authority or an Aboriginal and Torres Strait Islander Council.	<p>If a staff member is able to fulfil their duties in normal way between the day nominations close and the day of the poll, they will be paid their normal salary payments.</p> <p>If a staff member is unable to fulfil their duties during the election campaign, they may access long service leave, annual leave or leave without pay for the period between the close of nominations and the day of the poll.</p>	Supporting evidence needs to be provided to the authorising officer in regards to fulfilling normal duties
Defence Forces Leave	An employee who is a member of the Defence Reserve Forces is entitled to leave in accordance with the University policy and procedures.	
Jury Duty is a legal obligation.	An employee required to perform jury duty will be granted paid leave.	<p>The employee must produce:</p> <ul style="list-style-type: none"> • a certificate from the Sheriff's Office indicating attendance and • a receipt from Financial Services verifying that the employee has reimbursed the University for any monies paid to them by the Court. <p>Employees are to return to work if they are required for only part of a normal working day during the period of jury service.</p>

40.1 Cashing out of annual leave – all Continuing employees and Research Contingent Continuing Employees

- 40.1.1** Paid annual leave must not be cashed out except in accordance with this agreement.
- 40.1.2** The University and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave. Each instance of cashing out of paid annual leave must be the subject of a separate written arrangement. The decision to approve the request to cash out annual leave will be at the sole discretion of the University (Executive Head of the Area).
- 40.1.3** The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- 40.1.4** Staff may cash out annual leave provided that they have taken at least 4 weeks annual leave in the previous 12 months.
- 40.1.5** An arrangement must:
- state the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - state the date on which the payment is to be made.
 - not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
 - be signed by the University and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
 - The University must keep a copy of any arrangement as an employee record.

41. Parental Leave

41.1 Eligibility and periods of leave

Parental leave applies to all employees, other than casual employees who are not eligible casual employees as defined in this Agreement. In the case of fixed-term and continuing employees, the employee is required to have served for a continuous period of 12 months at the time of commencement of the period of leave, and in the case of eligible casual employees the period of service is as defined.

The University shall not be required to extend a contract of employment solely by reason of the provisions of this clause.

Parental leave may take the form(s) of:

41.1.1 Maternity leave:

- Paid - 26 weeks paid for eligible fixed-term or continuing employees (the period of leave must be for at least six weeks from the date of birth). This paid leave of up to 26 weeks applies if the birth mother is to be the primary carer.
- Unpaid - up to 26 weeks unpaid for eligible fixed-term and continuing employees.

- Casual unpaid - up to 52 weeks unpaid for eligible casual employees (the period of leave must be for at least six weeks from the date of birth).
- Up to 26 weeks unpaid for fixed-term and continuing employees with less than 12 months continuous service at the time of commencement of the period of leave (the period of leave must be for at least six weeks from the date of birth).

41.1.2 Primary Care-Giver's leave:

- Paid - up to 20 weeks paid for an eligible fixed-term and continuing employee who is to be the primary carer of the child and whose spouse is also an employee of CQUniversity. Such leave may not be taken at the same time as the birth mother is on paid leave.
- Unpaid - up to 52 weeks unpaid for an eligible casual, fixed-term and continuing employee which must not include any period during which the spouse is taking maternity leave, or any other authorised leave of the same type as maternity leave, because of the birth.

The total of paid Maternity leave and paid Primary Care-Giver's leave cannot exceed 26 weeks per occasion.

41.1.3 Partner leave:

- Short paid - up to two weeks paid for an eligible fixed-term and continuing employee, which may be taken while the spouse is on authorised leave.
- Short unpaid - up to two weeks unpaid for an eligible casual employee, which may be taken while the spouse is on authorised leave.

41.1.4 Adoption, Long Term Foster Care and Surrogacy leave:

- Paid - up to 20 weeks paid for an eligible fixed-term and continuing employee who is to be the primary carer of the child.
- Unpaid - up to 26 weeks unpaid for an eligible fixed-term and continuing employee who is to be the primary carer of the child.
- Casual unpaid - up to 52 weeks unpaid for an eligible casual employee.

41.1.5 Permanent Care Orders:

- Paid - up to 6 weeks paid for an eligible fixed-term and continuing employee who is to be the primary carer of the child.
- Unpaid - up to 26 weeks unpaid for an eligible fixed-term and continuing employee who is to be the primary carer of the child.
- Casual unpaid - up to 52 weeks unpaid for an eligible casual employee.

41.1.6 Child Rearing Leave:

- In addition to and following on from any form of parental leave, a further 52 weeks child-rearing leave without pay shall be made available to staff members for the care of pre-school age children.
- A request for child rearing leave must be made at least three months in advance of the planned commencement of leave.
- Staff may apply for an extension to child rearing leave beyond the 52 weeks entitlement. Applications for any such extension must be made at least three months prior to the expiration of the period of child rearing leave. If any such extension is granted, the University and the staff member shall negotiate arrangements for return to work.

41.2 Transfer to safe duties

If an employee eligible for maternity leave, paid or unpaid, produces a medical certificate from a medical practitioner which states that the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of illness, or risks arising out of her pregnancy or hazards connected with that position, such an employee will either be:

- transferred to safe duties or
- placed on paid special leave.

A period of paid special leave ends at the earliest of whichever of the following times is applicable:

- i) the end of the period stated in the medical certificate
- ii) if the employee's pregnancy results in the birth of a living child; the end of the day before the date of birth

- iii) if the employee's pregnancy ends otherwise than with the birth of a living child; the end of the day before the end of the pregnancy.

Such paid special leave is in addition to any other leave entitlement she has.

41.3 Resumption of duty

An employee resuming duty after parental leave shall be placed in the former position, and at not less than his/her salary and classification, in the School/Directorate/Division from which she or he was granted leave. Where the University has made a decision about changes in the organisation, program structure or technology of work which may impact on the position of the employee on parental leave, the employee will be notified. A full-time staff member on a period of parental or child rearing leave will not unreasonably be refused a request to return to work on a part-time basis. Anytime up to 12 months after commencing such part-time work, the staff member shall if at all practicable be returned to the position held before commencing parental leave on a full-time basis, by giving three months' notice. If the substantive position no longer exists, the University shall employ the staff member in a position commensurate with the classification and duties for which she or he is qualified, provided that position is at the substantive grade held prior to commencement of parental leave.

41.4 Procedures

The process for the administration of parental leave are as detailed in University policy and procedures. Should the University propose changes to the relevant policy or procedures, it will consult with the JCC in relation to these changes.

PART G: OTHER CONDITIONS

42. Code of Conduct

- 42.1 Employees of the University are entitled to an environment in which ethical conduct is expected, encouraged and supported. To that end, the University has a '*Code of Conduct*' as contained in University policy and procedures.
- 42.2 The '*Code of Conduct*' is a guide to appropriate behaviour for the University Community.
- 42.3 The '*Code of Conduct*' provides a framework for acceptable workplace behaviour. Acceptable workplace behaviour excludes such actions as bullying, discrimination, harassment, intimidation and vilification. Significant departure from the principles contained within the '*Code of Conduct*' may amount to serious misconduct on the part of the employee.
- 42.4 In the event that any employee believes that any other employee (including a supervisor) is in breach of the Code, the employee should, in the first instance, contact their immediate supervisor to ensure appropriate action is taken. If the employee feels unable to inform their supervisor, they shall bring the issue to the attention of their supervisor's immediate supervisor. Depending on the nature of the alleged conduct, appropriate action may include contacting relevant University personnel (e.g. People and Culture, Financial Services, Dean and/or Deputy Vice-Chancellor etc).
- 42.5 In all cases of an alleged breach of the '*Code of Conduct*', the relevant officer to whom the matter is referred will ensure that the matter is dealt with promptly and fairly, consistent with existing procedures, except where the relevant officer forms the view that there are insufficient grounds to pursue the matter.
- 42.6 The outcome of any process in relation to the concerns raised by the employee will be communicated to the employee by the University officer who has dealt with the matter.

43. Intellectual and Academic Freedom

- 43.1 The parties to this Agreement recognise that guarantees of intellectual and academic freedom are essential to the proper functioning of a university culture. Consequently, the following rights of all University employees will be recognised and protected. These are the rights to:
- pursue critical and open inquiry
 - participate in public debates and express opinions about their discipline, general social issues and higher education issues
 - participate in decision making processes within the University via appropriate representation on University committees
 - participate in professional and representative bodies, including trade unions, without fear of harassment or intimidation and

- undertake all aspects of their role without fear or harassment, bullying, intimidation or unfair treatment.

43.2 Employees have the right to express unpopular or controversial views, but this does not mean they have a right to harass, bully, vilify or intimidate.

43.3 These rights are linked to the responsibilities of employees and students to support the role of CQUniversity as a place of independent learning and thought, where ideas may be put forward and opinion expressed freely; and as an institution which must be accountable for its expenditure of public money, and which upholds the values of truth, accuracy, honesty, civility and courage.

43.4 Any alleged limitation of these rights shall be pursued through the grievance resolution procedures as detailed at in this Agreement.

44. Indigenous Employment

44.1 The University remains committed to its responsibilities and commitments as outlined in the CQUniversity Reconciliation Action Plan and the Aboriginal and Torres Strait Islander Employment and Career Development Strategy. The parties give respect and consideration to the cultural, social and religious systems practiced by Indigenous Australians, and acknowledge the scholarship that Indigenous Australian employees bring to the University.

44.2 The Aboriginal and Torres Strait Islander Employment and Career Development Strategy will provide the framework to deliver programs and strategies supportive of and relevant to Indigenous Australians in order to improve employment outcomes.

44.3 The University will maintain the Indigenous Employment Reference Group (IERG), which will assist the University to regularly review, improve and implement the Aboriginal and Torres Strait Islander Employment and Career Development Strategy and to recommend strategies to increase the proportion of Aboriginal and Torres Strait Islander employees across the University. Terms of Reference for this Committee will be maintained and should changes be proposed, the University will consult with the JCC.

44.4 The University will take active measures over the life of the Agreement to achieve the University Australia targets for employment of Indigenous staff utilising the strategies outlined in the Aboriginal and Torres Strait Islander Employment and Career Development Strategy.

44.5 The University is committed to the principle of Indigenisation and wherever possible and appropriate, Aboriginal and Torres Strait Islander people will be encouraged to apply for positions within the University and appointed through a merit-based selection process. From time to time, vacancies may be recruited using a targeted process.

45. Facilitating Union Involvement

45.1 The University recognises the significant role played by employees in workplace relations and agrees to recognise reasonable involvement of employees in workplace relations matters as part of normal duties and to facilitate and resource this involvement at a reasonable level. A staff member who has been appointed as a Union Representative will be allowed reasonable time off during working hours for the conduct of Union business.

45.2 The University agrees to allow union officials to attend and hold discussions with an individual employee or group of employees on the University campuses and will make available upon request suitable room/s, and communication technologies at no charge. Unless otherwise agreed, the relevant union will provide no less than 24 hours' notice of the intention to hold such meetings to the relevant head of the organisational area and to the Director People and Culture or nominee. Such meetings will not interfere with the performance of duties of employees and will, unless otherwise agreed, be held in non-work time.

45.3 Union officers or staff shall have reasonable access to make presentations to all induction sessions for new staff and shall be advised of these in reasonable time. The University shall include material provided by the Union in induction information provided to all new employees.

45.4 Where an employee requests the University to deduct a union subscription by payroll deduction at a rate or amount advised from time to time as payable under the Union's rules, the University agrees to process this request in the same manner as for all other employee requests for payroll deduction, conditional upon written authorisation from the employee, and to transmit such deduction to the relevant union without charge to the employee or the union. The employee or the Union shall be entitled to cancel the arrangement by advice in writing.

45.5 The University shall provide the Unions with reasonable access via the Director, People and Culture to the all-staff email lists without charge for the purpose of legitimate University business.

46. Grievance Resolution Procedures

46.1 Development of procedures

The University has the following process for the resolution of complaints, grievances, or problems related to internal personnel and related matters at CQUniversity. This process emphasises a collegial approach to grievance resolution through informal facilitation and mediation and is designed to lead to a prompt resolution of difficult problems.

46.2 Process not to over-ride other legislation

This process does not and cannot be applied to matters covered by applicable regulations and industrial legislation. In short, where the University is required by legislation or agreement to deal with a particular matter in another way, this process shall not be available.

46.3 Fair treatment for all

All parties concerned are entitled to fair treatment in relation to the procedures.

46.4 First Level: one-on-one informal discussion/facilitation

- 46.4.1** When an employee wishes to raise a grievance with the University within this process, the employee should initially attempt to resolve the grievance through informal discussions with the other party or parties involved.

The employee should also verbally advise their immediate supervisor of the situation. However, where an employee claims to have been aggrieved by the immediate supervisor, the employee shall instead inform that supervisor's immediate manager if the employee feels unable to approach the immediate supervisor on the issue in grievance.

Staff members from the People and Culture Directorate are available to facilitate one-on-one informal discussions on request.

- 46.4.2** The person with whom the grievance was raised shall make a full verbal response to the employee not later than five working days from the date the matter is raised.

The supervisor should ensure the matter is proceeding according to the time-frames contained in this process.

46.5 Second level: informal mediation

- 46.5.1** If the concerned employee is dissatisfied with the reply (or if there was not a timely reply at the first level), the employee should verbally advise the Director, People and Culture of the unresolved grievance.

- 46.5.2** At the request of the parties involved, or the discretion of the Director, People and Culture, processes will be instigated within five working days to arrange a mediation of the grievance with the aggrieved person(s) by independent and neutral mediators.

46.6 Third level: referral to independent external investigator

- 46.6.1** If agreement has not been reached within five working days following the second level (or if a timely meeting was not convened) the employee shall advise the Director, People and Culture in writing of the continuing unresolved grievance. Upon such notice, the Director, People and Culture shall hand the matter over to an independent external investigator and advise all parties of this action.

- 46.6.2** Within ten working days of the written notice to the Director, People and Culture of the continuing grievance, the independent external investigator shall commence duties. The independent external investigator shall make all reasonable attempts to establish the validity of the grievance and shall have access to relevant information, records, and persons.

- 46.6.3** The independent external investigator's recommendations will be forwarded to the Vice-Chancellor and President or nominee for consideration and final determination.

46.7 Fourth level: Vice-Chancellor and President makes final determination.

SCHEDULE 1 – SALARY RATES

PROFESSIONAL STAFF SALARY RATES																				
HEW Level & Step	2% INCREASE EFFECTIVE 2017				2% INCREASE EFFECTIVE 30/09/2018				2% INCREASE EFFECTIVE 30/08/2019				2% INCREASE EFFECTIVE 30/07/2020				2% INCREASE EFFECTIVE 30/06/2021			
	\$/annum	\$/f'night	\$/hour	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)
1.16 Jnr	23,700	908.40	12.5297	15.6621	24,174	926.60	12.7807	15.9759	24,657	945.10	13.0359	16.2949	25,150	964.00	13.2966	16.6208	25,654	983.30	13.5628	16.9535
1.17 Jnr	28,435	1,089.90	15.0331	18.7914	29,003	1,111.70	15.3338	19.1673	29,583	1,133.90	15.6400	19.5500	30,175	1,156.60	15.9531	19.9414	30,778	1,179.70	16.2717	20.3396
1.18 Jnr	33,183	1,271.90	17.5434	21.9293	33,846	1,297.30	17.8938	22.3673	34,521	1,323.20	18.2510	22.8138	35,213	1,349.70	18.6166	23.2708	35,917	1,376.70	18.9890	23.7363
1.19 Jnr	40,287	1,544.20	21.2993	26.6241	41,093	1,575.10	21.7255	27.1569	41,915	1,606.60	22.1600	27.7000	42,753	1,638.70	22.6028	28.2535	43,608	1,671.50	23.0552	28.8190
1.20 Jnr	46,444	1,780.20	24.5545	30.6931	47,373	1,815.80	25.0455	31.3069	48,320	1,852.10	25.5462	31.9328	49,285	1,889.10	26.0566	32.5708	50,271	1,926.90	26.5779	33.2224
1.1	47,394	1,816.60	25.0566	31.3208	48,341	1,852.90	25.5572	31.9465	49,309	1,890.00	26.0690	32.5863	50,295	1,927.80	26.5903	33.2379	51,302	1,966.40	27.1228	33.9035
1.2	48,416	1,855.80	25.5972	31.9965	49,384	1,892.90	26.1090	32.6363	50,373	1,930.80	26.6317	33.2896	51,380	1,969.40	27.1641	33.9551	52,408	2,008.80	27.7076	34.6345
1.3	49,434	1,894.80	26.1352	32.6690	50,423	1,932.70	26.6579	33.3224	51,432	1,971.40	27.1917	33.9896	52,460	2,010.80	27.7352	34.6690	53,509	2,051.00	28.2897	35.3621
2.16 Jnr	25,471	976.30	13.4662	16.8328	25,980	995.80	13.7352	17.1690	26,499	1,015.70	14.0097	17.5121	27,028	1,036.00	14.2897	17.8621	27,569	1,056.70	14.5752	18.2190
2.17 Jnr	30,571	1,171.80	16.1628	20.2035	31,182	1,195.20	16.4855	20.6069	31,805	1,219.10	16.8152	21.0190	32,442	1,243.50	17.1517	21.4396	33,092	1,268.40	17.4952	21.8690
2.18 Jnr	35,664	1,367.00	18.8552	23.5690	36,376	1,394.30	19.2317	24.0396	37,104	1,422.20	19.6166	24.5208	37,845	1,450.60	20.0083	25.0104	38,602	1,479.60	20.4083	25.5104
2.19 Jnr	43,303	1,659.80	22.8938	28.6173	44,169	1,693.00	23.3517	29.1896	45,054	1,726.90	23.8193	29.7741	45,954	1,761.40	24.2952	30.3690	46,872	1,796.60	24.7807	30.9759
2.20 Jnr	49,924	1,913.60	26.3945	32.9931	50,924	1,951.90	26.9228	33.6535	51,941	1,990.90	27.4607	34.3259	52,980	2,030.70	28.0097	35.0121	54,039	2,071.30	28.5697	35.7121
2.1	50,947	1,952.80	26.9352	33.6690	51,967	1,991.90	27.4745	34.3431	53,006	2,031.70	28.0234	35.0293	54,065	2,072.30	28.5834	35.7293	55,145	2,113.70	29.1545	36.4431
2.2	52,220	2,001.60	27.6083	34.5104	53,264	2,041.60	28.1600	35.2000	54,328	2,082.40	28.7228	35.9035	55,414	2,124.00	29.2966	36.6208	56,522	2,166.50	29.8828	37.3535
3.16 Jnr	26,755	1,025.50	14.1448	17.6810	27,289	1,046.00	14.4276	18.0345	27,835	1,066.90	14.7159	18.3949	28,390	1,088.20	15.0097	18.7621	28,959	1,110.00	15.3103	19.1379
3.17 Jnr	32,092	1,230.10	16.9669	21.2086	32,734	1,254.70	17.3062	21.6328	33,389	1,279.80	17.6524	22.0655	34,057	1,305.40	18.0055	22.5069	34,738	1,331.50	18.3655	22.9569
3.18 Jnr	37,446	1,435.30	19.7972	24.7465	38,195	1,464.00	20.1931	25.2414	38,959	1,493.30	20.5972	25.7465	39,739	1,523.20	21.0097	26.2621	40,535	1,553.70	21.4303	26.7879
3.19 Jnr	45,471	1,742.90	24.0400	30.0500	46,382	1,777.80	24.5214	30.6518	47,310	1,813.40	25.0124	31.2655	48,257	1,849.70	25.5131	31.8914	49,223	1,886.70	26.0234	32.5293
3.20 Jnr	52,421	2,009.30	27.7145	34.6431	53,470	2,049.50	28.2690	35.3363	54,540	2,090.50	28.8345	36.0431	55,630	2,132.30	29.4110	36.7638	56,742	2,174.90	29.9986	37.4983
3.1	53,488	2,050.20	28.2786	35.3483	54,558	2,091.20	28.8441	36.0551	55,648	2,133.00	29.4207	36.7759	56,762	2,175.70	30.0097	37.5121	57,897	2,219.20	30.6097	38.2621
3.2	55,009	2,108.50	29.0828	36.3535	56,110	2,150.70	29.6648	37.0810	57,232	2,193.70	30.2579	37.8224	58,377	2,237.60	30.8634	38.5793	59,546	2,282.40	31.4814	39.3518
3.3	56,538	2,167.10	29.8910	37.3638	57,668	2,210.40	30.4883	38.1104	58,821	2,254.60	31.0979	38.8724	59,998	2,299.70	31.7200	39.6500	61,198	2,345.70	32.3545	40.4431
3.4	58,056	2,225.30	30.6938	38.3673	59,217	2,269.80	31.3076	39.1345	60,402	2,315.20	31.9338	39.9173	61,610	2,361.50	32.5724	40.7155	62,841	2,408.70	33.2234	41.5293
3.5	59,598	2,284.40	31.5090	39.3863	60,791	2,330.10	32.1393	40.1741	62,006	2,376.70	32.7821	40.9776	63,246	2,424.20	33.4372	41.7965	64,511	2,472.70	34.1062	42.6328

PROFESSIONAL STAFF SALARY RATES																				
HEW Level & Step	2% INCREASE EFFECTIVE 2017				2% INCREASE EFFECTIVE 30/09/2018				2% INCREASE EFFECTIVE 30/08/2019				2% INCREASE EFFECTIVE 30/07/2020				2% INCREASE EFFECTIVE 30/06/2021			
	\$/annum	\$/f'night	\$/hour	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)
4.1	61,151	2,343.90	32.3297	40.4121	62,374	2,390.80	32.9766	41.2208	63,621	2,438.60	33.6359	42.0449	64,894	2,487.40	34.3090	42.8863	66,191	2,537.10	34.9945	43.7431
4.2	62,878	2,410.10	33.2428	41.5535	64,135	2,458.30	33.9076	42.3845	65,419	2,507.50	34.5862	43.2328	66,729	2,557.70	35.2786	44.0983	68,064	2,608.90	35.9848	44.9810
4.3	64,592	2,475.80	34.1490	42.6863	65,883	2,525.30	34.8317	43.5396	67,201	2,575.80	35.5283	44.4104	68,544	2,627.30	36.2386	45.2983	69,914	2,679.80	36.9628	46.2035
4.61 Apprent	24,464	937.70	12.9338	16.1673	24,954	956.50	13.1931	16.4914	25,453	975.60	13.4566	16.8208	25,961	995.10	13.7255	17.1569	26,481	1,015.00	14.0000	17.5000
4.62 Apprent	33,637	1,289.30	17.7834	22.2293	34,310	1,315.10	18.1393	22.6741	34,996	1,341.40	18.5021	23.1276	35,695	1,368.20	18.8717	23.5896	36,410	1,395.60	19.2497	24.0621
4.63 Apprent	45,857	1,757.70	24.2441	30.3051	46,775	1,792.90	24.7297	30.9121	47,712	1,828.80	25.2248	31.5310	48,667	1,865.40	25.7297	32.1621	49,640	1,902.70	26.2441	32.8051
4.64 Apprent	55,041	2,109.70	29.0993	36.3741	56,142	2,151.90	29.6814	37.1018	57,263	2,194.90	30.2745	37.8431	58,409	2,238.80	30.8800	38.6000	59,577	2,283.60	31.4979	39.3724
5.1	66,340	2,542.80	35.0731	43.8414	67,668	2,593.70	35.7752	44.7190	69,022	2,645.60	36.4910	45.6138	70,402	2,698.50	37.2207	46.5259	71,811	2,752.50	37.9655	47.4569
5.2	68,411	2,622.20	36.1683	45.2104	69,778	2,674.60	36.8910	46.1138	71,174	2,728.10	37.6290	47.0363	72,599	2,782.70	38.3821	47.9776	74,052	2,838.40	39.1503	48.9379
5.3	70,470	2,701.10	37.2566	46.5708	71,879	2,755.10	38.0014	47.5018	73,316	2,810.20	38.7614	48.4518	74,782	2,866.40	39.5366	49.4208	76,277	2,923.70	40.3269	50.4086
5.4	72,554	2,781.00	38.3586	47.9483	74,005	2,836.60	39.1255	48.9069	75,484	2,893.30	39.9076	49.8845	76,995	2,951.20	40.7062	50.8828	78,534	3,010.20	41.5200	51.9000
5.5	74,626	2,860.40	39.4538	49.3173	76,118	2,917.60	40.2428	50.3035	77,642	2,976.00	41.0483	51.3104	79,194	3,035.50	41.8690	52.3363	80,778	3,096.20	42.7062	53.3828
6.1	76,692	2,939.60	40.5462	50.6828	78,226	2,998.40	41.3572	51.6965	79,791	3,058.40	42.1848	52.7310	81,388	3,119.60	43.0290	53.7863	83,016	3,182.00	43.8897	54.8621
6.2	78,638	3,014.20	41.5752	51.9690	80,212	3,074.50	42.4069	53.0086	81,816	3,136.00	43.2552	54.0690	83,452	3,198.70	44.1200	55.1500	85,122	3,262.70	45.0028	56.2535
6.3	80,613	3,089.90	42.6193	53.2741	82,226	3,151.70	43.4717	54.3396	83,869	3,214.70	44.3407	55.4259	85,547	3,279.00	45.2276	56.5345	87,258	3,344.60	46.1324	57.6655
6.4	82,599	3,166.00	43.6690	54.5863	84,250	3,229.30	44.5421	55.6776	85,935	3,293.90	45.4331	56.7914	87,655	3,359.80	46.3421	57.9276	89,408	3,427.00	47.2690	59.0863
7.1	84,589	3,242.30	44.7214	55.9018	86,280	3,307.10	45.6152	57.0190	88,004	3,373.20	46.5269	58.1586	89,765	3,440.70	47.4579	59.3224	91,560	3,509.50	48.4069	60.5086
7.2	87,224	3,343.30	46.1145	57.6431	88,970	3,410.20	47.0372	58.7965	90,749	3,478.40	47.9779	59.9724	92,565	3,548.00	48.9379	61.1724	94,417	3,619.00	49.9172	62.3965
7.3	89,870	3,444.70	47.5131	59.3914	91,667	3,513.60	48.4634	60.5793	93,501	3,583.90	49.4331	61.7914	95,372	3,655.60	50.4221	63.0276	97,279	3,728.70	51.4303	64.2879
7.4	92,510	3,545.90	48.9090	61.1363	94,360	3,616.80	49.8869	62.3586	96,246	3,689.10	50.8841	63.6051	98,171	3,762.90	51.9021	64.8776	100,136	3,838.20	52.9407	66.1759
8.1	95,145	3,646.90	50.3021	62.8776	97,047	3,719.80	51.3076	64.1345	98,988	3,794.20	52.3338	65.4173	100,968	3,870.10	53.3807	66.7259	102,987	3,947.50	54.4483	68.0604
8.2	99,113	3,799.00	52.4000	65.5000	101,096	3,875.00	53.4483	66.8104	103,118	3,952.50	54.5172	68.1465	105,182	4,031.60	55.6083	69.5104	107,284	4,112.20	56.7200	70.9000
8.3	103,081	3,951.10	54.4979	68.1224	105,142	4,030.10	55.5876	69.4845	107,245	4,110.70	56.6993	70.8741	109,390	4,192.90	57.8331	72.2914	111,579	4,276.80	58.9903	73.7379
8.4	107,052	4,103.30	56.5972	70.7465	109,194	4,185.40	57.7297	72.1621	111,378	4,269.10	58.8841	73.6051	113,606	4,354.50	60.0621	75.0776	115,878	4,441.60	61.2634	76.5793
9.1	111,005	4,254.80	58.6869	73.3586	113,225	4,339.90	59.8607	74.8259	115,489	4,426.70	61.0579	76.3224	117,798	4,515.20	62.2786	77.8483	120,154	4,605.50	63.5241	79.4051
9.2	113,653	4,356.30	60.0869	75.1086	115,925	4,443.40	61.2883	76.6104	118,244	4,532.30	62.5145	78.1431	120,608	4,622.90	63.7641	79.7051	123,021	4,715.40	65.0400	81.3000
9.3	116,298	4,457.70	61.4855	76.8569	118,625	4,546.90	62.7159	78.3949	120,997	4,637.80	63.9697	79.9621	123,418	4,730.60	65.2497	81.5621	125,886	4,825.20	66.5545	83.1931
10.1	118,878	4,556.60	62.8497	78.5621	121,255	4,647.70	64.1062	80.1328	123,681	4,740.70	65.3890	81.7363	126,155	4,835.50	66.6966	83.3708	128,678	4,932.20	68.0303	85.0379

ACADEMIC STAFF SALARY RATES																
Level & Step	Step	2% INCREASE EFFECTIVE 2017			2% INCREASE EFFECTIVE 30/09/2018			2% INCREASE EFFECTIVE 30/08/2019			2% INCREASE EFFECTIVE 30/07/2020			2% INCREASE EFFECTIVE 30/06/2021		
		\$/annum	\$/f'night	\$/hourly	\$/annum	\$/f'night	\$/hourly	\$/annum	\$/f'night	\$/hourly	\$/annum	\$/f'night	\$/hourly	\$/annum	\$/f'night	\$/hourly
A1	1	66,569	2,551.60	35.1945	67,900	2,602.60	35.8979	69,259	2,654.70	36.6166	70,645	2,707.80	37.3490	72,059	2,762.00	38.0966
A2	2	70,290	2,694.20	37.1614	71,696	2,748.10	37.9048	73,131	2,803.10	38.6634	74,594	2,859.20	39.4372	76,087	2,916.40	40.2262
A3	3	74,010	2,836.80	39.1283	75,489	2,893.50	39.9103	77,000	2,951.40	40.7090	78,539	3,010.40	41.5228	80,110	3,070.60	42.3531
A4	4	77,723	2,979.10	41.0910	79,278	3,038.70	41.9131	80,864	3,099.50	42.7517	82,481	3,161.50	43.6069	84,130	3,224.70	44.4786
A5	5	80,767	3,095.80	42.7007	82,382	3,157.70	43.5545	84,031	3,220.90	44.4262	85,711	3,285.30	45.3145	87,425	3,351.00	46.2207
A6*	6	83,846	3,213.80	44.3283	85,523	3,278.10	45.2152	87,235	3,343.70	46.1200	88,980	3,410.60	47.0428	90,759	3,478.80	47.9834
A7	7	86,937	3,332.30	45.9628	88,675	3,398.90	46.8814	90,449	3,466.90	47.8193	92,257	3,536.20	48.7752	94,101	3,606.90	49.7503
A8	8	90,003	3,449.80	47.5834	91,803	3,518.80	48.5352	93,640	3,589.20	49.5062	95,513	3,661.00	50.4966	97,423	3,734.20	51.5062
B1	1	94,743	3,631.50	50.0897	96,637	3,704.10	51.0910	98,571	3,778.20	52.1131	100,543	3,853.80	53.1559	102,554	3,930.90	54.2193
B2	2	98,297	3,767.70	51.9683	100,264	3,843.10	53.0083	102,270	3,920.00	54.0690	104,315	3,998.40	55.1503	106,403	4,078.40	56.2538
B3	3	101,855	3,904.10	53.8497	103,893	3,982.20	54.9269	105,969	4,061.80	56.0248	108,088	4,143.00	57.1448	110,251	4,225.90	58.2883
B4	4	105,409	4,040.30	55.7283	107,517	4,121.10	56.8428	109,666	4,203.50	57.9793	111,860	4,287.60	59.1393	114,099	4,373.40	60.3228
B5	5	108,949	4,176.00	57.6000	111,127	4,259.50	58.7517	113,350	4,344.70	59.9269	115,617	4,431.60	61.1255	117,929	4,520.20	62.3476
B6	6	112,510	4,312.50	59.4828	114,762	4,398.80	60.6731	117,057	4,486.80	61.8869	119,398	4,576.50	63.1241	121,785	4,668.00	64.3862
C1	1	116,063	4,448.70	61.3614	118,385	4,537.70	62.5890	120,754	4,628.50	63.8414	123,170	4,721.10	65.1186	125,633	4,815.50	66.4207
C2	2	119,538	4,581.90	63.1986	121,928	4,673.50	64.4621	124,368	4,767.00	65.7517	126,854	4,862.30	67.0662	129,390	4,959.50	68.4069
C3	3	123,021	4,715.40	65.0400	125,482	4,809.70	66.3407	127,991	4,905.90	67.6676	130,551	5,004.00	69.0207	133,162	5,104.10	70.4014
C4	4	126,507	4,849.00	66.8828	129,038	4,946.00	68.2207	131,618	5,044.90	69.5848	134,250	5,145.80	70.9766	136,935	5,248.70	72.3959
C5	5	129,995	4,982.70	68.7269	132,596	5,082.40	70.1021	135,247	5,184.00	71.5034	137,952	5,287.70	72.9338	140,713	5,393.50	74.3931
C6	6	133,468	5,115.80	70.5628	136,137	5,218.10	71.9738	138,860	5,322.50	73.4138	141,639	5,429.00	74.8828	144,472	5,537.60	76.3807
D1	1	139,280	5,338.60	73.6359	142,067	5,445.40	75.1090	144,908	5,554.30	76.6110	147,806	5,665.40	78.1434	150,762	5,778.70	79.7062
D2	2	143,929	5,516.80	76.0938	146,807	5,627.10	77.6152	149,742	5,739.60	79.1669	152,737	5,854.40	80.7503	155,792	5,971.50	82.3655
D3	3	148,563	5,694.40	78.5434	151,534	5,808.30	80.1145	154,566	5,924.50	81.7172	157,658	6,043.00	83.3517	160,812	6,163.90	85.0193
D4	4	153,209	5,872.50	81.0000	156,275	5,990.00	82.6207	159,400	6,109.80	84.2731	162,588	6,232.00	85.9586	165,839	6,356.60	87.6772
E1	1	178,751	6,851.50	94.5034	182,325	6,988.50	96.3931	185,972	7,128.30	98.3214	189,693	7,270.90	100.2883	193,486	7,416.30	102.2938

* Any Level A Academic required to carry out full unit coordination duties as part of their normal duties, or who upon appointment holds or during appointment gains a relevant doctoral qualification will be paid a salary no lower than this salary point.

ACADEMIC STAFF CASUAL SALARY RATES										
Classification	2% INCREASE EFFECTIVE 2017		2% INCREASE EFFECTIVE 30/09/2018		2% INCREASE EFFECTIVE 30/08/2019		2% INCREASE EFFECTIVE 30/07/2020		2% INCREASE EFFECTIVE 30/06/2021	
	\$/Hr	\$/Hr If staff member is responsible for subject co-ord. and/or has relevant PhD	\$/Hr	\$/Hr If staff member is responsible for subject co-ord. and/or has relevant PhD	\$/Hr	\$/Hr If staff member is responsible for subject co-ord. and/or has relevant PhD	\$/Hr	\$/Hr If staff member is responsible for subject co-ord. and/or has relevant PhD	\$/Hr	\$/Hr If staff member is responsible for subject co-ord. and/or has relevant PhD
Specialised Lecture	315.07		321.37		327.80		334.35		341.04	
Developed Lecture	252.05		257.10		262.24		267.48		272.83	
Basic Lecture	189.05		192.83		196.69		200.62		204.63	
Repeat Lecture	126.03		128.55		131.12		133.74		136.42	
Tutorial	135.17	161.25	137.87	164.47	140.63	167.76	143.44	171.12	146.31	174.54
Repeat Tutorial	90.12	107.50	91.92	109.65	93.76	111.84	95.63	114.08	97.54	116.36
Marking 1	63.02	63.02	64.28	64.28	65.57	65.57	66.88	66.88	68.22	68.22
Standard Marking	45.06	53.75	45.96	54.82	46.88	55.92	47.82	57.04	48.77	58.18
Clinical Education 1	67.58	80.62	68.94	82.23	70.31	83.88	71.72	85.56	73.16	87.27
Clinical Education 2	90.12	107.50	91.92	109.65	93.76	111.84	95.63	114.08	97.54	116.36
Musical Accompanying	90.12	107.50	91.92	109.65	93.76	111.84	95.63	114.08	97.54	116.36
Other	45.06	53.75	45.96	54.82	46.88	55.92	47.82	57.04	48.77	58.18

PRINCIPAL RESEARCH STAFF SALARY RATES																
Classification	Step	2% INCREASE EFFECTIVE 2017			2% INCREASE EFFECTIVE 30/09/2018			2% INCREASE EFFECTIVE 30/08/2019			2% INCREASE EFFECTIVE 30/07/2020			2% INCREASE EFFECTIVE 30/06/2021		
		\$/annum	\$/f'night	Casual \$/Hr	\$/annum	\$/f'night	Casual \$/Hr	\$/annum	\$/f'night	Casual \$/Hr	\$/annum	\$/f'night	Casual \$/Hr	\$/annum	\$/f'night	Casual \$/Hr
Research Officer or Postdoctoral Research Fellow	1	74,010	2,836.80	48.9104	75,489	2,893.50	49.8879	77,000	2,951.40	50.8863	78,539	3,010.40	51.9035	80,110	3,070.60	52.9414
	2	77,723	2,979.10	51.3638	79,278	3,038.70	52.3914	80,864	3,099.50	53.4396	82,481	3,161.50	54.5086	84,130	3,224.70	55.5983
	3	80,767	3,095.80	53.3759	82,382	3,157.70	54.4431	84,031	3,220.90	55.5328	85,711	3,285.30	56.6431	87,425	3,351.00	57.7759
	4	83,846	3,213.80	55.4104	85,523	3,278.10	56.5190	87,235	3,343.70	57.6500	88,980	3,410.60	58.8035	90,759	3,478.80	59.9793
	5	86,937	3,332.30	57.4535	88,675	3,398.90	58.6018	90,449	3,466.90	59.7741	92,257	3,536.20	60.9690	94,101	3,606.90	62.1879
	6	90,003	3,449.80	59.4793	91,803	3,518.80	60.6690	93,640	3,589.20	61.8828	95,513	3,661.00	63.1208	97,423	3,734.20	64.3828
Senior Research Officer or Senior Postdoctoral Research Fellow	1	94,743	3,631.50	62.6121	96,637	3,704.10	63.8638	98,571	3,778.20	65.1414	100,543	3,853.80	66.4449	102,554	3,930.90	67.7741
	2	98,297	3,767.70	64.9604	100,264	3,843.10	66.2604	102,270	3,920.00	67.5863	104,315	3,998.40	68.9379	106,403	4,078.40	70.3173
	3	101,855	3,904.10	67.3121	103,893	3,982.20	68.6586	105,969	4,061.80	70.0310	108,088	4,143.00	71.4310	110,251	4,225.90	72.8604
	4	105,409	4,040.30	69.6604	107,517	4,121.10	71.0535	109,666	4,203.50	72.4741	111,860	4,287.60	73.9241	114,099	4,373.40	75.4035
	5	108,949	4,176.00	72.0000	111,127	4,259.50	73.4396	113,350	4,344.70	74.9086	115,617	4,431.60	76.4069	117,929	4,520.20	77.9345
	6	112,510	4,312.50	74.3535	114,762	4,398.80	75.8414	117,057	4,486.80	77.3586	119,398	4,576.50	78.9051	121,785	4,668.00	80.4828

PRINCIPAL RESEARCH STAFF SALARY RATES																
Classification	Step	2% INCREASE EFFECTIVE 2017			2% INCREASE EFFECTIVE 30/09/2018			2% INCREASE EFFECTIVE 30/08/2019			2% INCREASE EFFECTIVE 30/07/2020			2% INCREASE EFFECTIVE 30/06/2021		
		\$/annum	\$/f'night	Casual \$/Hr	\$/annum	\$/f'night	Casual \$/Hr	\$/annum	\$/f'night	Casual \$/Hr	\$/annum	\$/f'night	Casual \$/Hr	\$/annum	\$/f'night	Casual \$/Hr
Research Fellow	1	116,063	4,448.70	76.7018	118,385	4,537.70	78.2363	120,754	4,628.50	79.8018	123,170	4,721.10	81.3983	125,633	4,815.50	83.0259
	2	119,538	4,581.90	78.9983	121,928	4,673.50	80.5776	124,368	4,767.00	82.1896	126,854	4,862.30	83.8328	129,390	4,959.50	85.5086
	3	123,021	4,715.40	81.3000	125,482	4,809.70	82.9259	127,991	4,905.90	84.5845	130,551	5,004.00	86.2759	133,162	5,104.10	88.0018
	4	126,507	4,849.00	83.6035	129,038	4,946.00	85.2759	131,618	5,044.90	86.9810	134,250	5,145.80	88.7208	136,935	5,248.70	90.4949
	5	129,995	4,982.70	85.9086	132,596	5,082.40	87.6276	135,247	5,184.00	89.3793	137,952	5,287.70	91.1673	140,713	5,393.50	92.9914
	6	133,468	5,115.80	88.2035	136,137	5,218.10	89.9673	138,860	5,322.50	91.7673	141,639	5,429.00	93.6035	144,472	5,537.60	95.4759
Senior/Principal Research Fellow	1	139,280	5,338.60	92.0449	142,067	5,445.40	93.8863	144,908	5,554.30	95.7638	147,806	5,665.40	97.6793	150,762	5,778.70	99.6328
	2	143,929	5,516.80	95.1173	146,807	5,627.10	97.0190	149,742	5,739.60	98.9586	152,737	5,854.40	100.9379	155,792	5,971.50	102.9569
	3	148,563	5,694.40	98.1793	151,534	5,808.30	100.1431	154,566	5,924.50	102.1465	157,658	6,043.00	104.1896	160,812	6,163.90	106.2741
	4	153,209	5,872.50	101.2500	156,275	5,990.00	103.2759	159,400	6,109.80	105.3414	162,588	6,232.00	107.4483	165,839	6,356.60	109.5965
Professorial Research Fellow	1	178,751	6,851.50	118.1293	182,325	6,988.50	120.4914	185,972	7,128.30	122.9017	189,693	7,270.90	125.3603	193,486	7,416.30	127.8672

SUPPORT RESEARCH STAFF SALARY RATES																				
RWK Level & Step	2% INCREASE EFFECTIVE 2017				2% INCREASE EFFECTIVE 30/09/2018				2% INCREASE EFFECTIVE 30/08/2019				2% INCREASE EFFECTIVE 30/07/2020				2% INCREASE EFFECTIVE 30/06/2021			
	\$/annum	\$/f'night	\$/hour	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)
1.16 Jnr	23,700	908.40	12.5297	15.6621	24,174	926.60	12.7807	15.9759	24,657	945.10	13.0359	16.2949	25,150	964.00	13.2966	16.6208	25,654	983.30	13.5628	16.9535
1.17 Jnr	28,435	1,089.90	15.0331	18.7914	29,003	1,111.70	15.3338	19.1673	29,583	1,133.90	15.6400	19.5500	30,175	1,156.60	15.9531	19.9414	30,778	1,179.70	16.2717	20.3396
1.18 Jnr	33,183	1,271.90	17.5434	21.9293	33,846	1,297.30	17.8938	22.3673	34,521	1,323.20	18.2510	22.8138	35,213	1,349.70	18.6166	23.2708	35,917	1,376.70	18.9890	23.7363
1.19 Jnr	40,287	1,544.20	21.2993	26.6241	41,093	1,575.10	21.7255	27.1569	41,915	1,606.60	22.1600	27.7000	42,753	1,638.70	22.6028	28.2535	43,608	1,671.50	23.0552	28.8190
1.20 Jnr	46,444	1,780.20	24.5545	30.6931	47,373	1,815.80	25.0455	31.3069	48,320	1,852.10	25.5462	31.9328	49,285	1,889.10	26.0566	32.5708	50,271	1,926.90	26.5779	33.2224
1.1	47,394	1,816.60	25.0566	31.3208	48,341	1,852.90	25.5572	31.9465	49,309	1,890.00	26.0690	32.5863	50,295	1,927.80	26.5903	33.2379	51,302	1,966.40	27.1228	33.9035
1.2	48,416	1,855.80	25.5972	31.9965	49,384	1,892.90	26.1090	32.6363	50,373	1,930.80	26.6317	33.2896	51,380	1,969.40	27.1641	33.9551	52,408	2,008.80	27.7076	34.6345
1.3	49,434	1,894.80	26.1352	32.6690	50,423	1,932.70	26.6579	33.3224	51,432	1,971.40	27.1917	33.9896	52,460	2,010.80	27.7352	34.6690	53,509	2,051.00	28.2897	35.3621
2.16 Jnr	25,471	976.30	13.4662	16.8328	25,980	995.80	13.7352	17.1690	26,499	1,015.70	14.0097	17.5121	27,028	1,036.00	14.2897	17.8621	27,569	1,056.70	14.5752	18.2190
2.17 Jnr	30,571	1,171.80	16.1628	20.2035	31,182	1,195.20	16.4855	20.6069	31,805	1,219.10	16.8152	21.0190	32,442	1,243.50	17.1517	21.4396	33,092	1,268.40	17.4952	21.8690
2.18 Jnr	35,664	1,367.00	18.8552	23.5690	36,376	1,394.30	19.2317	24.0396	37,104	1,422.20	19.6166	24.5208	37,845	1,450.60	20.0083	25.0104	38,602	1,479.60	20.4083	25.5104
2.19 Jnr	43,303	1,659.80	22.8938	28.6173	44,169	1,693.00	23.3517	29.1896	45,054	1,726.90	23.8193	29.7741	45,954	1,761.40	24.2952	30.3690	46,872	1,796.60	24.7807	30.9759
2.20 Jnr	49,924	1,913.60	26.3945	32.9931	50,924	1,951.90	26.9228	33.6535	51,941	1,990.90	27.4607	34.3259	52,980	2,030.70	28.0097	35.0121	54,039	2,071.30	28.5697	35.7121
2.1	50,947	1,952.80	26.9352	33.6690	51,967	1,991.90	27.4745	34.3431	53,006	2,031.70	28.0234	35.0293	54,065	2,072.30	28.5834	35.7293	55,145	2,113.70	29.1545	36.4431
2.2	52,220	2,001.60	27.6083	34.5104	53,264	2,041.60	28.1600	35.2000	54,328	2,082.40	28.7228	35.9035	55,414	2,124.00	29.2966	36.6208	56,522	2,166.50	29.8828	37.3535

SUPPORT RESEARCH STAFF SALARY RATES																				
RWK Level & Step	2% INCREASE EFFECTIVE 2017				2% INCREASE EFFECTIVE 30/09/2018				2% INCREASE EFFECTIVE 30/08/2019				2% INCREASE EFFECTIVE 30/07/2020				2% INCREASE EFFECTIVE 30/06/2021			
	\$/annum	\$/f'night	\$/hour	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f'night	\$/hourly	Casual \$/hour (incl. 25% loading)
3.16 Jnr	26,755	1,025.50	14.1448	17.6810	27,289	1,046.00	14.4276	18.0345	27,835	1,066.90	14.7159	18.3949	28,390	1,088.20	15.0097	18.7621	28,959	1,110.00	15.3103	19.1379
3.17 Jnr	32,092	1,230.10	16.9669	21.2086	32,734	1,254.70	17.3062	21.6328	33,389	1,279.80	17.6524	22.0655	34,057	1,305.40	18.0055	22.5069	34,738	1,331.50	18.3655	22.9569
3.18 Jnr	37,446	1,435.30	19.7972	24.7465	38,195	1,464.00	20.1931	25.2414	38,959	1,493.30	20.5972	25.7465	39,739	1,523.20	21.0097	26.2621	40,535	1,553.70	21.4303	26.7879
3.19 Jnr	45,471	1,742.90	24.0400	30.0500	46,382	1,777.80	24.5214	30.6518	47,310	1,813.40	25.0124	31.2655	48,257	1,849.70	25.5131	31.8914	49,223	1,886.70	26.0234	32.5293
3.20 Jnr	52,421	2,009.30	27.7145	34.6431	53,470	2,049.50	28.2690	35.3363	54,540	2,090.50	28.8345	36.0431	55,630	2,132.30	29.4110	36.7638	56,742	2,174.90	29.9986	37.4983
3.1	53,488	2,050.20	28.2786	35.3483	54,558	2,091.20	28.8441	36.0551	55,648	2,133.00	29.4207	36.7759	56,762	2,175.70	30.0097	37.5121	57,897	2,219.20	30.6097	38.2621
3.2	55,009	2,108.50	29.0828	36.3535	56,110	2,150.70	29.6648	37.0810	57,232	2,193.70	30.2579	37.8224	58,377	2,237.60	30.8634	38.5793	59,546	2,282.40	31.4814	39.3518
3.3	56,538	2,167.10	29.8910	37.3638	57,668	2,210.40	30.4883	38.1104	58,821	2,254.60	31.0979	38.8724	59,998	2,299.70	31.7200	39.6500	61,198	2,345.70	32.3545	40.4431
3.4	58,056	2,225.30	30.6938	38.3673	59,217	2,269.80	31.3076	39.1345	60,402	2,315.20	31.9338	39.9173	61,610	2,361.50	32.5724	40.7155	62,841	2,408.70	33.2234	41.5293
3.5	59,598	2,284.40	31.5090	39.3863	60,791	2,330.10	32.1393	40.1741	62,006	2,376.70	32.7821	40.9776	63,246	2,424.20	33.4372	41.7965	64,511	2,472.70	34.1062	42.6328
4.1	61,151	2,343.90	32.3297	40.4121	62,374	2,390.80	32.9766	41.2208	63,621	2,438.60	33.6359	42.0449	64,894	2,487.40	34.3090	42.8863	66,191	2,537.10	34.9945	43.7431
4.2	62,878	2,410.10	33.2428	41.5535	64,135	2,458.30	33.9076	42.3845	65,419	2,507.50	34.5862	43.2328	66,729	2,557.70	35.2786	44.0983	68,064	2,608.90	35.9848	44.9810
4.3	64,592	2,475.80	34.1490	42.6863	65,883	2,525.30	34.8317	43.5396	67,201	2,575.80	35.5283	44.4104	68,544	2,627.30	36.2386	45.2983	69,914	2,679.80	36.9628	46.2035
5.1	66,340	2,542.80	35.0731	43.8414	67,668	2,593.70	35.7752	44.7190	69,022	2,645.60	36.4910	45.6138	70,402	2,698.50	37.2207	46.5259	71,811	2,752.50	37.9655	47.4569
5.2	68,411	2,622.20	36.1683	45.2104	69,778	2,674.60	36.8910	46.1138	71,174	2,728.10	37.6290	47.0363	72,599	2,782.70	38.3821	47.9776	74,052	2,838.40	39.1503	48.9379
5.3	70,470	2,701.10	37.2566	46.5708	71,879	2,755.10	38.0014	47.5018	73,316	2,810.20	38.7614	48.4518	74,782	2,866.40	39.5366	49.4208	76,277	2,923.70	40.3269	50.4086
5.4	72,554	2,781.00	38.3586	47.9483	74,005	2,836.60	39.1255	48.9069	75,484	2,893.30	39.9076	49.8845	76,995	2,951.20	40.7062	50.8828	78,534	3,010.20	41.5200	51.9000
5.5	74,626	2,860.40	39.4538	49.3173	76,118	2,917.60	40.2428	50.3035	77,642	2,976.00	41.0483	51.3104	79,194	3,035.50	41.8690	52.3363	80,778	3,096.20	42.7062	53.3828
6.1	76,692	2,939.60	40.5462	50.6828	78,226	2,998.40	41.3572	51.6965	79,791	3,058.40	42.1848	52.7310	81,388	3,119.60	43.0290	53.7863	83,016	3,182.00	43.8897	54.8621
6.2	78,638	3,014.20	41.5752	51.9690	80,212	3,074.50	42.4069	53.0086	81,816	3,136.00	43.2552	54.0690	83,452	3,198.70	44.1200	55.1500	85,122	3,262.70	45.0028	56.2535
6.3	80,613	3,089.90	42.6193	53.2741	82,226	3,151.70	43.4717	54.3396	83,869	3,214.70	44.3407	55.4259	85,547	3,279.00	45.2276	56.5345	87,258	3,344.60	46.1324	57.6655
6.4	82,599	3,166.00	43.6690	54.5863	84,250	3,229.30	44.5421	55.6776	85,935	3,293.90	45.4331	56.7914	87,655	3,359.80	46.3421	57.9276	89,408	3,427.00	47.2690	59.0863
7.1	84,589	3,242.30	44.7214	55.9018	86,280	3,307.10	45.6152	57.0190	88,004	3,373.20	46.5269	58.1586	89,765	3,440.70	47.4579	59.3224	91,560	3,509.50	48.4069	60.5086
7.2	87,224	3,343.30	46.1145	57.6431	88,970	3,410.20	47.0372	58.7965	90,749	3,478.40	47.9779	59.9724	92,565	3,548.00	48.9379	61.1724	94,417	3,619.00	49.9172	62.3965
7.3	89,870	3,444.70	47.5131	59.3914	91,667	3,513.60	48.4634	60.5793	93,501	3,583.90	49.4331	61.7914	95,372	3,655.60	50.4221	63.0276	97,279	3,728.70	51.4303	64.2879
7.4	92,510	3,545.90	48.9090	61.1363	94,360	3,616.80	49.8869	62.3586	96,246	3,689.10	50.8841	63.6051	98,171	3,762.90	51.9021	64.8776	100,136	3,838.20	52.9407	66.1759

VET EDUCATORS SALARY RATES																
Classification	Step	2% INCREASE EFFECTIVE 2017*			2% INCREASE EFFECTIVE 30/09/2018			2% INCREASE EFFECTIVE 30/08/2019			2% INCREASE EFFECTIVE 30/07/2020			2% INCREASE EFFECTIVE 30/06/2021		
		\$/annum	\$/f'night	\$/hourly	\$/annum	\$/f'night	\$/hourly	\$/annum	\$/f'night	\$/hourly	\$/annum	\$/f'night	\$/hourly	\$/annum	\$/f'night	\$/hourly
Tutor	1	49,658	1,903.40	26.2538	50,652	1,941.50	26.7793	51,665	1,980.30	27.3145	52,698	2,019.90	27.8607	53,752	2,060.30	28.4179
	2	51,046	1,956.60	26.9876	52,066	1,995.70	27.5269	53,107	2,035.60	28.0772	54,169	2,076.30	28.6386	55,252	2,117.80	29.2110
	3	52,980	2,030.70	28.0097	54,039	2,071.30	28.5697	55,119	2,112.70	29.1407	56,222	2,155.00	29.7241	57,347	2,198.10	30.3186
	4	55,119	2,112.70	29.1407	56,222	2,155.00	29.7241	57,347	2,198.10	30.3186	58,495	2,242.10	30.9255	59,664	2,286.90	31.5434
	5	57,689	2,211.20	30.4993	58,842	2,255.40	31.1090	60,018	2,300.50	31.7310	61,219	2,346.50	32.3655	62,442	2,393.40	33.0124
Teacher	1	67,096	2,571.80	35.4731	68,437	2,623.20	36.1821	69,807	2,675.70	36.9062	71,203	2,729.20	37.6441	72,627	2,783.80	38.3972
	2	70,217	2,691.40	37.1228	71,620	2,745.20	37.8648	73,053	2,800.10	38.6221	74,514	2,856.10	39.3945	76,003	2,913.20	40.1821
	3	73,337	2,811.00	38.7724	74,803	2,867.20	39.5476	76,298	2,924.50	40.3379	77,824	2,983.00	41.1448	79,382	3,042.70	41.9683
	4 [^]	76,509	2,932.60	40.4497	78,041	2,991.30	41.2593	79,601	3,051.10	42.0841	81,192	3,112.10	42.9255	82,815	3,174.30	43.7834
	5	79,747	3,056.70	42.1614	81,341	3,117.80	43.0041	82,969	3,180.20	43.8648	84,628	3,243.80	44.7421	86,322	3,308.70	45.6372
	6	82,956	3,179.70	43.8579	84,615	3,243.30	44.7352	86,309	3,308.20	45.6303	88,036	3,374.40	46.5434	89,797	3,441.90	47.4745
Leading Vocational Teacher	1	88,354	3,386.60	46.7117	90,120	3,454.30	47.6455	91,923	3,523.40	48.5986	93,762	3,593.90	49.5710	95,638	3,665.80	50.5628
	2	90,519	3,469.60	47.8566	92,330	3,539.00	48.8138	94,177	3,609.80	49.7903	96,061	3,682.00	50.7862	97,981	3,755.60	51.8014
	3	92,667	3,551.90	48.9917	94,519	3,622.90	49.9710	96,410	3,695.40	50.9710	98,338	3,769.30	51.9903	100,305	3,844.70	53.0303

* This increase is based on the salary rate as at 30 April 2015 + 2.5%

[^] Top step for Teachers without an approved teaching qualification

VET EDUCATORS OVERTIME RATES						
Classification	Step/Rate	2% INCREASE EFFECTIVE 2017*	2% INCREASE EFFECTIVE 30/09/2018	2% INCREASE EFFECTIVE 30/08/2019	2% INCREASE EFFECTIVE 30/07/2020	2% INCREASE EFFECTIVE 30/06/2021
		\$/hourly	\$/hourly	\$/hourly	\$/hourly	\$/hourly
Teacher	Contact	85.96	87.68	89.43	91.22	93.04
	Non-Contact	60.67	61.89	63.13	64.39	65.68
Tutor	Contact	39.46	40.25	41.05	41.87	42.71
	Non-Contact	29.54	30.13	30.73	31.34	31.97

* This increase is based on the salary rate as at 30 April 2015 + 2.5%

CASUAL VET EDUCATORS SALARY RATES					
Classification	2% INCREASE EFFECTIVE 2017*	2% INCREASE EFFECTIVE 30/09/2018	2% INCREASE EFFECTIVE 30/08/2019	2% INCREASE EFFECTIVE 30/07/2020	2% INCREASE EFFECTIVE 30/06/2021
	\$/hourly	\$/hourly	\$/hourly	\$/hourly	\$/hourly
Casual Teacher (Contact)	85.96	87.68	89.43	91.22	93.04
Casual Non-Contact	50.56	51.57	52.61	53.66	54.73
Casual Marking	44.34	45.23	46.13	47.06	48.00
Casual Tutor (Contact)	39.46	40.25	41.05	41.87	42.71

* This increase is based on the salary rate as at 30 April 2015 + 2.5%

ENGLISH LANGUAGE CENTRE TEACHER SALARY RATES

Salary Level	2% INCREASE EFFECTIVE 2017			2% INCREASE EFFECTIVE 30/09/2018			2% INCREASE EFFECTIVE 30/08/2019			2% INCREASE EFFECTIVE 30/07/2020			2% INCREASE EFFECTIVE 30/06/2021		
	\$/annum	\$/f'night	\$/hourly	\$/annum	\$/f'night	\$/hourly	\$/annum	\$/f'night	\$/hourly	\$/annum	\$/f'night	\$/hourly	\$/annum	\$/f'night	\$/hourly
1	60,744	2,328.30	32.1145	61,959	2,374.90	32.7572	63,199	2,422.40	33.4124	64,461	2,470.80	34.0800	65,750	2,520.20	34.7614
2	61,858	2,371.00	32.7034	63,094	2,418.40	33.3572	64,357	2,466.80	34.0248	65,643	2,516.10	34.7048	66,956	2,566.40	35.3986
3	64,107	2,457.20	33.8924	65,388	2,506.30	34.5697	66,695	2,556.40	35.2607	68,028	2,607.50	35.9655	69,390	2,659.70	36.6855
4	66,421	2,545.90	35.1159	67,749	2,596.80	35.8179	69,103	2,648.70	36.5338	70,485	2,701.70	37.2648	71,894	2,755.70	38.0097
5	69,995	2,682.90	37.0055	71,396	2,736.60	37.7462	72,823	2,791.30	38.5007	74,279	2,847.10	39.2703	75,763	2,904.00	40.0552
6	72,385	2,774.50	38.2690	73,833	2,830.00	39.0345	75,309	2,886.60	39.8152	76,815	2,944.30	40.6110	78,351	3,003.20	41.4234
7	74,772	2,866.00	39.5310	76,267	2,923.30	40.3214	77,793	2,981.80	41.1283	79,348	3,041.40	41.9503	80,934	3,102.20	42.7890
8	77,167	2,957.80	40.7972	78,711	3,017.00	41.6138	80,285	3,077.30	42.4455	81,889	3,138.80	43.2938	83,527	3,201.60	44.1600
9	79,823	3,059.60	42.2014	81,419	3,120.80	43.0455	83,047	3,183.20	43.9062	84,709	3,246.90	44.7848	86,402	3,311.80	45.6800
10	82,925	3,178.50	43.8414	84,584	3,242.10	44.7186	86,275	3,306.90	45.6124	87,999	3,373.00	46.5241	89,760	3,440.50	47.4552
11	85,909	3,292.90	45.4193	87,629	3,358.80	46.3283	89,382	3,426.00	47.2552	91,169	3,494.50	48.2000	92,993	3,564.40	49.1641
12	88,466	3,390.90	46.7710	90,235	3,458.70	47.7062	92,040	3,527.90	48.6607	93,882	3,598.50	49.6345	95,761	3,670.50	50.6276

CASUAL ENGLISH LANGUAGE CENTRE TEACHER SALARY RATES

Classification	2% INCREASE EFFECTIVE 2017	2% INCREASE EFFECTIVE 30/09/2018	2% INCREASE EFFECTIVE 30/08/2019	2% INCREASE EFFECTIVE 30/07/2020	2% INCREASE EFFECTIVE 30/06/2021
	\$/hourly	\$/hourly	\$/hourly	\$/hourly	\$/hourly
Face to Face teaching	76.52	78.05	79.61	81.20	82.83
Non-teaching duties	40.26	41.06	41.88	42.72	43.58

SCHEDULE 2 – SUPPORTED WAGES SYSTEM FOR EMPLOYEES WITH DISABILITIES

This Schedule defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.

This Schedule does not apply to any existing employee who has a claim against the University which is subject to the provisions of workers compensation legislation or any provision relating to the rehabilitation of the employee who is injured in the course of their employment.

1. Supported wage rates

Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according the following schedule:

Assessed Capacity	% of Prescribed Agreement Rate
*10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable shall not be less than \$75 per week.

*Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

2. Assessment of capacity

For the purpose of establishing the percentage of this Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the University and the employee, and if the employee so desires, a union which the employee is eligible to join.

An approved assessor means a person accredited by the Commonwealth Government to perform assessments of an individual's productive capacity within the Supported Wage System.

Assessment made under this Agreement must be documented in a SWS wage assessment agreement, and retained by the University as a time and wages record in accordance with the Fair Work Act.

3. Lodgement of assessment instrument

An assessment instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

All assessment instruments under the conditions of this clause, including the appropriate percentage of this Agreement wage to be paid to the employee, shall be lodged by the University with Fair Work Commission.

All SWS wage assessment agreements must be agreed and signed by the employee and the University. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Commission within ten working days.

4. Review of assessment

The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage Scheme.

5. Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the relevant wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

6. Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

7. Trial period

In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employee shall be determined.

The minimum amount payable to the employee during the trial period shall be no less than \$75 per week.

Work trials should include induction or training as appropriate to the job being trialled.

Where the University and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of the assessment of the employee's capacity as detailed above.

SCHEDULE 3 – CONDITIONS – ENGLISH LANGUAGE CENTRE TEACHERS

CLASSIFICATIONS AND CAREER PROGRESSION

1. Classifications

- 1.1 On appointment, a teacher shall be placed on a salary level commensurate with the minimum salary level for his/her qualifications and experience by reference to sub-clauses 1.2 and 1.3.
- 1.2 Based on an assessment of a teacher's qualifications, a teacher shall be assigned to one of the following classification categories:

Table S3.1: Classification Categories – English Language Centre Teachers

CATEGORY	QUALIFICATIONS REQUIRED
A	Degree and Diploma of Education or equivalent and either a diploma in TESOL (e.g. Dip RSA, Grad Dip TESOL); or post graduate diploma in applied linguistics, languages other than English (LOTE), multicultural education.
B	Degree and Diploma of Education or equivalent plus recognised TESOL certificate; or Degree and Diploma including LOTE/TESOL method.
C	Any Degree/Diploma (3 year minimum) plus recognised TESOL certificate; or Any Degree/Diploma (3 year minimum) including LOTE/TESOL method.
D	Other qualifications not provided for above and/or expected to acquire minimum TESOL qualifications.

- 1.3 Category A commences at Level 4 with a maximum of Level 12
 Category B commences at Level 3 with a maximum of Level 12
 Category C commences at Level 2 with a maximum of Level 12
 Category D commences at Level 1 with a maximum of Level 9

Provided that a Category D employee who achieves Level 9 may be promoted beyond that level where that employee can demonstrate that he/she is able to carry out the full range of duties carried out by a Category A, B or C staff member.

2. Incremental advancement

- 2.1 Teachers shall be accredited with teaching experience and be allocated a higher salary in accordance with the following:
- One increment for each year of full-time TESOL teaching or equivalent.
 - One increment for each two years of full-time teaching in other subjects including other languages to a maximum of three increments.
 - A teacher shall accrue equivalent full-time experience for a period of part-time service on a pro rata basis.
- 2.2 Progression from one salary level to the next salary level shall occur annually, up to the maximum salary level provided for in Schedule 1 subject to the gaining of new skills, continuing satisfactory conduct, diligence and performance of an employee against the requirements established for the salary level.

REMUNERATION

3. Rates of pay

The minimum payable rates for English Language Centre teachers are contained in Schedule 1 of this Agreement.

4. Allowances

- 4.1 Position of responsibility allowances

Where a position of responsibility is required, it shall be determined in accordance with the position classification standards determined by the employer.

There shall be three levels of allowances at the following rates:

Table S3.2: Responsibility Allowances

Responsibility Allowance	\$/annum	Description
Level 1	\$1 348.70	Coordinate programs or portfolio according to the Centre's workload model.
Level 2	\$2 697.10	Duties as for Level 1 plus additional duties as a result of increased student enrolments, staff and course offerings. Assist the Director of Studies with the selection of staff and timetabling as applicable.
Level 3	\$4 045.90	Duties as for Level 2 plus further responsibilities as a result of increases in student enrolments, staff and course offerings. Assist Directors of Studies with supervision of staff.

4.2 An employee may be appointed to a position of responsibility for a period of up to five years.

4.3 A position of responsibility allowance shall be paid in addition to the substantive salary of the employee appointed to the position of responsibility.

HOURS OF WORK AND CLASS SIZE

5. Hours of work

Ordinary hours of work for full-time employees shall be as specified by the Vice-Chancellor and President or nominee and within such hours the following shall apply:

- Employees shall not be required to undertake more than 20 contact hours per week.
- Employees shall not be required to undertake more than five contact hours in any one day.
- No employee shall be required to undertake contact hours for more than 43 weeks per annum unless by mutual agreement with the Director/Head of the Centre.

6. Class size

The ratio of teachers to students shall average over two successive blocks 1 to 15, with a maximum of 1 to 18 in student visa class (as per National ELICOS Accreditation Scheme (NEAS) requirements).

The ratio of teachers to students in non-student visa classes shall as far as possible follow NEAS accreditation requirements.

OTHER CONDITIONS

7. Categories of employment

7.1 Types of employment

The University may engage a person as an employee on continuing (full-time or part-time), fixed-term (full-time, part-time or term) employment or casual employment.

7.2 Employment status

7.2.1 Continuing employment

'Continuing employment' shall mean employment made for an indefinite period. A continuing appointment may be either on a full-time or part-time basis and may contain a reasonable probationary period

7.2.2 Fixed-term employment

'Fixed-term employment' means employment for a specified term or ascertainable period. The contract for this employment will specify the starting and finishing dates of that employment (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire).

7.2.3 Casual employment

Casual employee shall mean a person engaged by the hour and paid on an hourly basis that includes a 25% loading in lieu of benefits not provided to casual employees, including all leave entitlements, penalties and loadings not provided to casual employees.

8. Modes of employment**8.1 Full-time employment**

A full-time employee is engaged to work and attend the University as specified by the Vice-Chancellor and President or nominee and to perform their assigned duties in the interests of maintaining the efficient operation of the University. Such an employee is paid a full-time salary rate in accordance with Schedule 1.

8.2 Part-time employment

A part-time employee is engaged to work and attend the University for a specific proportion of a full-time position as specified by the Vice-Chancellor and President or nominee and to perform their assigned duties and receive that proportion of the relevant full-time salary, and is entitled, pro rata, to the benefits and non-salary conditions of a full-time position in the interests of maintaining the efficient operation of the University. The pattern of the part-time employment will be determined by the University in consultation with the employee.

8.3 Term employment

A term employee is appointed on a continuing or fixed-term basis to work one or more periods in each year.

During the periods of the calendar year that the employee is not required to perform work, the employee's employment contract will continue. However, with the exception of periods of approved paid leave, the employee will be deemed to be on leave without pay. Such periods will not count as service for any purpose, but will not break the continuity of service.

9. Probation

An employee appointed to a continuing or fixed-term position of over 12 months is subject to a probationary period of 12 months. Employees on fixed-term appointments of 12 months or less will have a probationary period of six months.

10. Redundancy

(This does not apply to fixed-term or casual employees)

10.1 Redundancy package

10.1.1 Measures to mitigate the adverse effects of the termination(s) will include a redundancy package. The redundancy package shall comprise of the following benefits:

- Six weeks further employment or payment in lieu thereof at the discretion of the University plus
- A sum calculated at the rate of two weeks' salary, which shall include work related allowances, for each completed year of service with the University or part thereof, to a maximum entitlement of 52 weeks' salary plus
- Payment on a pro-rata basis for long service leave calculated on completed years of service or part thereof, less any period(s) of long service leave already taken plus

Other leave entitlements and loadings payable on termination.

The benefits in this subclause are in lieu of any notice period prescribed in subclause 11 of this Schedule.

An employee who has worked different modes of employment on a continuous basis (e.g. full-time, part-time or casual), will have the equivalent full-time years of service used in the calculation of their redundancy benefit. For example, where an employee has served for ten years, eight years on a full-time basis and two years on a 50% part-time basis, this service will equate to nine years full-time service.

10.1.2 All payments under this clause shall be calculated on the employee's salary rate at the date of cessation of employment.

10.1.3 In order to maintain the integrity of the redundancy clause and the approval of the Australian Taxation Office, the University can make no commitment of future employment at CQUniversity to employees who

have accepted a redundancy package. Future employment opportunities would be available to the extent allowed by Australian Taxation legislation.

10.2 Other procedural matters

An employee who is terminated for reasons of redundancy shall be entitled to reasonable leave as determined by the Director, People and Culture with full pay to attend necessary employment interviews.

In the event of an employee being made redundant, any monies payable to the University with respect to appointment and relocation expenses, HECS or student contribution fees (except if the employee fails) shall be waived.

An employee whose employment with the University is terminated due to redundancy will be issued with a letter signed by the Director, People and Culture certifying that the individual was the occupant of a position deemed to be surplus to the requirements of the institution.

11. Notice of termination

11.1 Termination of employment may only occur on the following grounds and according to the procedures of this agreement:

- termination during a period of probation
- unsatisfactory performance
- serious misconduct
- termination on medical grounds and
- redundancy

11.2 Notice of termination by an employee

In order to terminate the employment of a non-casual employee, the employer shall give to the employee the period of notice specified in the table below or, at the discretion of the University, payment in lieu as follows:

Table S3.3: Notice periods

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

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

Where the University terminates an employee found to have engaged in serious misconduct, no notice of termination is required.

11.3 Notice of resignation by employee

The notice of resignation required to be given by an employee shall be the same as outlined above, save and except that there shall be no additional notice based on the age of the employee concerned.

At the discretion of the Dean/Director/Head, the University may accept a shorter period of notice.

Where an employee fails to give required notice, the University has the right to withhold monies due to the employee, to a maximum amount equal to the ordinary rate of pay for the period of notice.

11.4 Casual employees

Casual employees may be dismissed or leave the University's service at any moment without notice.

SCHEDULE 4 – CLASSIFICATION DESCRIPTORS

ACADEMIC EMPLOYEES

Level A Academic - Associate Lecturer

GENERAL STANDARD

A Level A academic is expected to make contributions to the teaching effort of the institution, particularly at undergraduate and graduate diploma level and may teach into VET units, provided that the academic staff member's qualifications and experience meet the minimum requirements of a Registered Training Organisation as outlined in the relevant government Standards. A Level A academic is also expected to carry out activities which develop his/her scholarly, research and/or professional expertise relevant to the profession or discipline.

Scope of the Position

A Level A academic is responsible to the relevant Provost/Deputy Vice-Chancellor (or Head of organisational unit), through the Dean/Head as appropriate, with respect to the conduct of assigned academic, teaching, administrative and research duties.

A Level A academic may initiate formal or informal interactions with students and staff across the University and externally with staff from other tertiary institutions, industrial and commercial organisations, professional groups and community individuals/organisations. Formal interactions should be sanctioned by the relevant Provost/Deputy Vice-Chancellor (or Head of organisational unit), through the Dean/Head as appropriate. A Level A academic shall work with support and direction from academic staff classified at Level B and above and with an increasing degree of autonomy as the academic gains in skill and experience. A Level A academic will not be required to teach primarily in units which are offered only at Masters level or above. Unit co-ordination of very complex offerings (for example, units requiring the supervision of tutors and/or multiple campus offerings and/or large simultaneous internal and external offerings) should not be carried out by a Level A academic.

Principal Accountability

A Level A academic performs assigned teaching duties with students on and off campus with a standard of planning, preparation, presentation and assessment as necessary for students to achieve unit and course objectives.

SPECIFIC DUTIES

If appropriately qualified, specific duties required of a Level A academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions.
- The preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity. This should not normally represent the principal duties for any individual at this level.
- The conduct of research (either individually or within a larger project as appropriate to the academic's abilities).
- Involvement in professional activity.
- Consultation with students.
- Marking and assessment primarily connected with units in which the academic teaches.
- Production of teaching materials for students for whom the academic has responsibility.
- Development of unit material with appropriate guidance from the unit or course coordinator.
- Limited administrative functions primarily connected with units in which the academic teaches.
- Acting as unit coordinators (at or above Step 6) provided that skills and experience demonstrate this capacity.
- Attendance at school and/or directorate/organisational unit meetings and/or membership of a limited number of Committees.

SKILL BASE: EDUCATION, EXPERIENCE AND JOB KNOWLEDGE

Education

A Level A academic will normally have completed four years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional experience. In many cases a position at this level will require an honours degree or higher qualification, an extended professional degree, or a three year degree with a postgraduate diploma.

Experience and Job Knowledge

In determining experience additional to qualifications, regard is to be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement according to the definitions and levels as specified under the appointment/promotion criteria.

Level B Academic - Lecturer

GENERAL STANDARD

A Level B academic is expected to make contributions to the teaching effort of the institution, particularly at undergraduate, honours and postgraduate level and may teach into VET units, provided that the academic staff member's qualifications and experience meet the minimum requirements of a Registered Training Organisation as outlined in the relevant government Standards. A Level B academic is also expected to carry out activities to maintain and develop his/her scholarly, research and/or professional activities relevant to the profession or discipline.

Scope of the Position

A Level B academic is responsible to the relevant Deputy Vice-Chancellor (or Head of organisational unit), through the Dean/Director as appropriate, with respect to the conduct of assigned academic, teaching, administrative and research duties.

A Level B academic may initiate formal or informal interactions with students and staff across the University and externally with staff from other tertiary institutions, industrial and commercial organisations, professional groups and community individuals/organisations. Formal interactions should be sanctioned by the relevant Deputy Vice-Chancellor (or Head of organisational unit), through the Dean/Head as appropriate.

Principal Accountability

A Level B academic performs assigned teaching duties with students on and off campus with a standard of planning, preparation, presentation and assessment as necessary for students to achieve unit and course objectives.

SPECIFIC DUTIES

If appropriately qualified, specific duties required of a Level B academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions.
- Initiation and development of unit material.
- Acting as unit coordinators.
- The preparation and delivery of lectures and seminars.
- Supervision of the program of study of honours students or of postgraduate students engaged in unit work.
- Supervision of honours or postgraduate research projects.
- The conduct of research (either individually or within a larger project as appropriate to the academic's abilities).
- Involvement in professional activity.
- Development of unit material with appropriate advice from and support of more senior staff.
- Marking and assessment.
- Consultation with students.
- A range of administrative functions the majority of which are connected with the units in which the academic teaches.
- Attendance at school and/or directorate/organisational unit meetings and/or membership of a number of committees.

SKILL BASE: EDUCATION, EXPERIENCE AND JOB KNOWLEDGE

Education

A Level B academic shall have qualifications and/or experience recognised by the institution as appropriate for the relevant discipline area. In many cases a position at this level will require a doctoral or masters qualification or equivalent accreditation and standing.

Experience and Job Knowledge

In determining experience additional to qualifications, regard is to be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement according to the definitions and levels as specified under the appointment/promotion criteria.

Level C Academic - Senior Lecturer

GENERAL STANDARD

A Level C academic is expected to make significant contributions to the teaching effort of a school/division or other organisational unit or to an interdisciplinary area. An academic at this level is also expected to play a major role in scholarship, research and/or professional activities. A Level C academic may teach into VET units, provided that the academic staff member's qualifications and experience meet the minimum requirements of a Registered Training Organisation as outlined in the relevant government Standards.

Scope of the Position

A Level C academic is responsible to the relevant Deputy Vice-Chancellor (or Head of organisational unit), through the Dean/Director as appropriate, with respect to the conduct of assigned academic, teaching, administrative and research duties.

A Level C academic may initiate formal or informal interactions with students and staff across the University and externally with staff from other tertiary institutions, industrial and commercial organisations, professional groups and community individuals/organisations. Formal interactions should be sanctioned by the relevant Deputy Vice-Chancellor (or Head of organisational unit) through the Dean/Head as appropriate.

A Level C academic may be required to supervise/co-ordinate the work of other staff if appointed Unit Coordinator.

Principal Accountability

A Level C academic performs assigned teaching duties with students on and off campus with a standard of planning, preparation, presentation and assessment as necessary for students to achieve unit and course objectives. A Level C academic critically evaluates the operation of the teaching program and communicates such evaluations to the relevant Deputy Vice-Chancellor / Dean / Head as appropriate.

A Level C academic provides leadership in the discipline through activities such as consultancy, performance and exhibition.

SPECIFIC DUTIES

If appropriately qualified, specific duties required of a Level C academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of unit material.
- Course co-ordination.
- The preparation and delivery of lectures and seminars.
- Supervision of honours or postgraduate research projects.
- Supervision of the programs of study of honours students and of postgraduate students engaged in course work.
- A significant role in research projects including, where appropriate, leadership of a research team.
- Involvement in professional activity.
- Consultation with students.
- Broad administrative functions.
- Marking and assessment.
- Attendance at school and/or division/organisational unit meetings and a major role in planning or committee work.

SKILL BASE: EDUCATION, EXPERIENCE AND JOB KNOWLEDGE

Education

A Level C academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing.

Experience and Job Knowledge

In determining experience additional to qualifications, regard is to be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement according to the definitions and levels as specified under the appointment/promotion criteria. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

Level D Academic - Associate Professor

GENERAL STANDARD

A Level D academic is expected to make significant contributions to all activities of the organisational unit or interdisciplinary area and play a significant role within their profession or discipline. Academics at this level may be appointed in recognition of distinction in their disciplinary area.

Scope of the Position

A Level D academic is responsible to the relevant Deputy Vice-Chancellor (or Head of organisational unit), through the Dean/Head as appropriate, with respect to the conduct of assigned academic, teaching, administrative and research duties.

A Level D academic may initiate formal or informal interactions with students and staff across the University and externally with staff from other tertiary institutions, industrial and commercial organisations, professional groups and community individuals/organisations. Formal interactions should be sanctioned by the relevant Deputy Vice-Chancellor (or Head of organisational unit), through the Dean/Head as appropriate.

Principal Accountability

As a senior academic in the University, a Level D academic promotes and contributes to the successful attainment of the stated mission and objectives of the school/organisational unit and the University.

A Level D academic provides a high level of academic leadership to the discipline, school/organisational unit and University through initiating, implementing and participating in activities such as internal and/or external teaching, research and development activities, and educational development.

A Level D academic critically evaluates the operation of the teaching program and communicates such evaluations to the Dean/Director as applicable.

A Level D academic provides leadership in the discipline and professional service to industry, commerce, the arts and/or the community through activities such as consultancy, performance and exhibition.

SPECIFIC DUTIES

If appropriately qualified, specific duties required of a Level D academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The development of and responsibility for curriculum/courses of study.
- Course co-ordination.
- The preparation and delivery of lectures and seminars.
- Supervision of honours or postgraduate research projects.
- Supervision of the programs of study of honours students and of postgraduate students engaged in course work.
- The conduct of research including, where appropriate, leadership of a large research team.
- Significant contribution to the profession, and/or discipline.
- High level administrative functions.
- Consultation with students.
- Marking and assessment.
- Attendance at school and/or division/organisational unit meetings.

SKILL BASE: EDUCATION, EXPERIENCE AND JOB KNOWLEDGE

Education

A Level D academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing (usually evidenced by an extensive research publication record).

Experience and Job Knowledge

In determining experience additional to qualifications, regard is to be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement according to the definitions and levels as specified under the appointment/promotion criteria. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

Level E Academic - Professor

GENERAL STANDARD

A Level E academic is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the academic discipline within the school or other comparable organisational unit, within the institution and within the community, both scholarly and general.

Scope of the Position

A Level E academic is responsible to the relevant Deputy Vice-Chancellor (or Head of organisational unit), through the Dean of School/Head as appropriate, with respect to the conduct of assigned academic, teaching, administrative and research duties.

A Level E academic may initiate formal or informal interactions with students and staff across the University and externally with staff from other tertiary institutions, industrial and commercial organisations, professional groups and community individuals/organisations. Formal interactions should be sanctioned by the relevant Deputy Vice-Chancellor (or Head of organisational unit), through the Dean of School/Head as appropriate.

Principal Accountability

As a senior academic in the University, a Level E academic promotes and contributes to the successful attainment of the stated mission and objectives of the school/organisational unit and the University.

A Level E academic provides a high level of academic leadership to the discipline, school/organisational unit and University through initiating, implementing and participating in activities such as internal and/or external teaching, research and development activities, and educational development.

A Level E academic critically evaluates the operation of the teaching course and communicates such evaluations to the Dean/Director as applicable.

A Level E academic provides leadership in the discipline and professional service to industry, commerce, the arts and/or the community through activities such as consultancy, performance and exhibition.

SPECIFIC DUTIES

If appropriately qualified, specific duties required of a Level E academic may include:

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

SKILL BASE: EDUCATION, EXPERIENCE AND JOB KNOWLEDGE

Education

A Level E academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing (usually evidenced by an extensive research publication record).

Experience and Job Knowledge

In determining experience additional to qualifications, regard is to be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement according to the definitions and levels as specified under the appointment/promotion criteria. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession. A Level E academic will be recognised as a leading authority in the relevant discipline area.

SCHEDULE 5 – CLASSIFICATION DESCRIPTORS

CASUAL ACADEMIC EMPLOYEES

1. Classification Title: Casual Lecturer

- 1.1 A casual employee required to provide a lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and marking related to the lecture conducted within that face-to-face contact and provide directly associated non-contact duties in the nature of preparation, administration and student consultation, shall be paid a rate for each hour of lecture delivered, calculated in accordance with the following table:

Table S5.1: Casual Lecturer

Type of lecturing and associated working time assumed	* Hourly rate calculation
Basic lecture (1 hour of delivery and 2 hours associated working time)	$\left[\frac{(\$ \text{ p.a. of Level B, Step 2}) / 52}{37.5} \right] + 25\% \times 3 = \$/\text{hr}$
Developed lecture (1 hour of delivery and 3 hours associated working time)	$\left[\frac{(\$ \text{ p.a. of Level B, Step 2}) / 52}{37.5} \right] + 25\% \times 4 = \$/\text{hr}$
Specialised lecture (1 hour of delivery and 4 hours associated working time)	$\left[\frac{(\$ \text{ p.a. of Level B, Step 2}) / 52}{37.5} \right] + 25\% \times 5 = \$/\text{hr}$
Repeat lecture (1 hour of delivery and 1 hour associated working time)	$\left[\frac{(\$ \text{ p.a. of Level B, Step 2}) / 52}{37.5} \right] + 25\% \times 2 = \$/\text{hr}$

* Casual academic rates of pay can be found in the Schedule 1

- 1.2 The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same subject matter within a period of 7 days, and any marking related to the lecture conducted within that face-to-face contact and associated student consultation.
- 1.3 For the purposes of this Agreement, the term 'lecture' means any education delivery described as a lecture in a unit profile, or in an official timetable issued by the University.

2. Classification Title: Casual Tutor

- 2.1 A casual employee required to deliver or present a tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and provide marking related to the tutorial conducted within that face-to-face contact and directly associated non-contact duties in the nature of preparation, administration and student consultation, shall be paid a rate for each hour of tutorial delivered or presented, calculated in accordance with the following tables:

Table S5.2: Casual Tutor

Type of tutoring and associated working time assumed: Tutorial (1 hour of delivery and 2 hours associated working time)	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\left[\frac{(\$ \text{ p.a. of Level A, Step 2}) / 52}{37.5} \right] + 25\% \times 3 = \$/\text{hr}$	$\left[\frac{(\$ \text{ p.a. of Level A, Step 6}) / 52}{37.5} \right] + 25\% \times 3 = \$/\text{hr}$
Type of tutoring and associated working time assumed: Repeat Tutorial (1 hour of delivery and 1 hour associated working time)	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\left[\frac{(\$ \text{ p.a. of Level A, Step 2}) / 52}{37.5} \right] + 25\% \times 2 = \$/\text{hr}$	$\left[\frac{(\$ \text{ p.a. of Level A, Step 6}) / 52}{37.5} \right] + 25\% \times 2 = \$/\text{hr}$

* Casual academic rates of pay can be found in the Schedule 1

- 2.2** The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of 7 days, and any marking related to the tutorial conducted within that face-to-face contact and associated student consultation.
- 2.3** For the purposes of this agreement, the term 'tutorial' means any education delivery described as a tutorial in a unit profile, or in an official timetable issued by the University.

3. Musical Accompanying with Special Education Services

- 3.1** For musical accompanying, the casual employee shall be paid for each hour of accompanying, as well as for one hour of preparation time for each hour of accompanying delivered, calculated in accordance with the following table:

Table S5.3: Casual Musical Accompanying

Musical Accompanying with special educational service and associated working time assumed: Music accompanying (1 hour of delivery and 1 hour preparation time)	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\left[\frac{(\$ \text{ p.a. of Level A, Step 2}) / 52}{37.5} \right] + 25\% \times 2 = \$/\text{hr}$	$\left[\frac{(\$ \text{ p.a. of Level A, Step 6}) / 52}{37.5} \right] + 25\% \times 2 = \$/\text{hr}$

* Casual academic rates of pay can be found in the Schedule 1

- 3.2** For the purposes of this sub clause, the term 'musical accompanying with special education service' means the provision of musical accompaniment to one or more students or staff in the course of teaching by another member of the academic staff 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.

4. Clinical Education

- 4.1** A casual academic employee required to provide clinical education shall be paid for each hour of clinical education delivered and provide marking related to the clinical education conducted within that face-to-face contact and directly associated non-contact duties in the nature of preparation, administration and student consultation, at a rate calculated in accordance with the following tables:

Table S5.4: Casual Clinical Education

Type of clinical education and associated working time assumed: Clinical Education 1 - Little preparation required (1 hour of delivery and 0.5 hrs associated working time)	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\left[\frac{(\$ \text{ p.a. of Level A, Step 2}) / 52}{37.5} \right] + 25\% \times 1.5 = \$/\text{hr}$	$\left[\frac{(\$ \text{ p.a. of Level A, Step 6}) / 52}{37.5} \right] + 25\% \times 1.5 = \$/\text{hr}$
Type of clinical education and associated working time assumed: Clinical Education 2 - Normal preparation time (1 hour of delivery and 1 hour associate working time)	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\left[\frac{(\$ \text{ p.a. of Level A, Step 2}) / 52}{37.5} \right] + 25\% \times 2 = \$/\text{hr}$	$\left[\frac{(\$ \text{ p.a. of Level A, Step 6}) / 52}{37.5} \right] + 25\% \times 2 = \$/\text{hr}$

* Casual academic rates of pay can be found in the Schedule 1

- 4.2** For the purposes of this Agreement, the term 'undergraduate clinical education' means the conduct of education in a pre-clinical and clinical setting.

5. Marking

- 5.1** All marking other than that referred to in 1, 2 and 4 above shall be paid a rate for all time worked, calculated in accordance with the following tables:

Table S5.5: Casual Marking

Type of marking: Marking 1 (marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B status).	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\left[\frac{(\$ \text{ p.a. of Level B, Step 2}) / 52}{37.5} \right] + 25\% \times 1 = \$/\text{hr}$	$\left[\frac{(\$ \text{ p.a. of Level B, Step 6}) / 52}{37.5} \right] + 25\% \times 1 = \$/\text{hr}$
Type of marking: Standard Marking	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\left[\frac{(\$ \text{ p.a. of Level A, Step 2}) / 52}{37.5} \right] + 25\% \times 1 = \$/\text{hr}$	$\left[\frac{(\$ \text{ p.a. of Level A, Step 6}) / 52}{37.5} \right] + 25\% \times 1 = \$/\text{hr}$

* Casual academic rates of pay can be found in the Schedule 1

6. Other Required Academic Activity

- 6.1 A casual employee required to perform any other required academic activity as defined in subclause 6.2 of Schedule 5 of this Agreement shall be paid at an hourly rate calculated in accordance with the table below, for each hour of such activity as required and demonstrated to have been performed.

Table S5.6: Casual Other

Other: as described at 6.2 below	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\left[\frac{(\$ \text{ p.a. of Level A, Step 2}) / 52}{37.5} \right] + 25\% \times 1 = \$/\text{hr}$	$\left[\frac{(\$ \text{ p.a. of Level A, Step 6}) / 52}{37.5} \right] + 25\% \times 1 = \$/\text{hr}$

* Casual academic rates of pay can be found in the Schedule 1

- 6.2 For the purposes of this Agreement, 'other required academic activity' includes work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions
- the conduct of clinical sessions other than clinical education
- the conduct of performance and visual art studio sessions
- musical coaching, repititeurship (*note 'repititeurship' is a term used to describe a keyboard specialist required to accompany and coach singers in the preparation towards specific performance events*), and musical accompanying other than with special educational service
- development of teaching and unit materials such as the preparation of laboratory manuals, resource materials, study guides and reading lists, and basic activities associated with unit coordination
- required activities associated with unit coordination
- required additional consultation with students, including face-to-face and by email or telephone
- required attendance at lectures, labs and seminars that form part of the relevant unit and
- attendance at teaching team meetings, school and/or divisional meetings as required.

The above list is not intended to be exhaustive, but is provided by way of examples and guidance.

SCHEDULE 6 – CLASSIFICATION DESCRIPTORS

PRINCIPAL RESEARCH EMPLOYEES

Preamble

These classification descriptors describe the broad categories of responsibilities attached to principal research employee positions at different levels. The descriptors are not exhaustive of all tasks in principal research employment, which is by its nature, multi-skilled and involves an overlap of duties between levels. The descriptors aim to provide an adequate basis to differentiate between the various levels of employment and define the broad relationships between classifications.

When appointing new staff, it is important to equate the level of appointment with the descriptors below as applicable to the position being filled.

RESEARCH OFFICER, POSTDOCTORAL RESEARCH FELLOW

General Standard

A Research Officer or Postdoctoral Research Fellow (henceforth referred to as Research Officer) is expected to contribute towards the research effort of CQUniversity and to develop expertise through the pursuit of defined projects relevant to the particular field of research.

Specific Duties

Specific duties required of a Research Officer may include:

- The conduct of research under limited supervision either as a member of a team or, where appropriate, independently, and the production or contribution to the production of conference and seminar papers and publications from that research.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Limited administrative functions primarily connected with the area of research of the staff member.
- Development of a limited amount of research-related material for teaching or other purposes with appropriate guidance from other staff.
- Occasional contributions to teaching in the field/discipline of his/her research or consultancy. By agreement, the staff member may undertake more than occasional teaching if it contributes to greater employment continuity and professional development, but in no case will it be equal to or more than a Research Intensive allocation.
- Experimental design and operation of advanced laboratory and technical equipment or conduct of advanced research procedures.
- Attendance at meetings associated with research or the work of the organisational unit to which the staff member is connected, and/or at department and/or school meetings and/or membership of a limited number of committees.
- Advice within the field of the staff member's research to postgraduate students.

A Research Officer shall work with support, guidance and/or direction from staff classified as Senior Research Officers and above and with an increasing degree of autonomy as the Research Officer gains in skill and experience.

Skill Base

A Research Officer will normally have completed four years of tertiary study in the relevant discipline and have relevant work experience; or have an equivalent combination of qualifications and/or research experience. In many cases a position at this level will require an honours degree or higher qualifications or equivalent research experience. A Postdoctoral Research Fellow will normally have completed a postdoctoral degree and is not expected to have additional experience at this level.

Research experience may include having contributed to or resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research potential.

SENIOR RESEARCH OFFICER/SENIOR POSTDOCTORAL FELLOW

General Standard

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

Specific Duties

Specific duties required of a Senior Research Fellow / Senior Postdoctoral Fellow may include:

- The conduct of research either as a member of a team or independently, and the production of conference and seminar papers and publications from the research.
- Supervision of support research staff involved in the staff member's research.
- Guidance in the research effort of junior members of principal research employees in the staff member's research area.
- Contribution to the preparation, or where appropriate individual preparation, of research proposal submissions to external funding bodies.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Administrative functions primarily connected with the staff member's area of research.
- Occasional contributions to teaching in the field/discipline of his/her research or consultancy. By agreement, the staff member may undertake more than occasional teaching if it contributes to greater employment continuity and professional development, but in no case will it be equal to or more than a Research Intensive allocation.
- Co-supervision, or where appropriate supervision, of major honours or postgraduate research projects within the field of the staff member's area of research.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or school meetings, and/or membership of a limited number of committees.

Skill Base

A Senior Research Officer / Senior Postdoctoral Research Fellow will normally have completed a relevant doctoral qualification or have equivalent qualifications or research experience. In addition some post-doctoral research experience which has resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research ability may be expected.

RESEARCH FELLOW

General Standard

A Research Fellow is expected to make independent or original contributions to the research effort within the field of expertise and to the organisational unit or inter-disciplinary area of which the staff member is a part. A principal research employee member at this level is expected to play a major role in research including the exercise of some leadership in research.

Specific Duties

Specific duties of a Research Fellow may include:

- The conduct of research and the production of conference and seminar papers and publications from that research.
- Supervision of support research and general staff involved in the staff member's research.
- Supervision where appropriate of the research of less senior principal research employees.
- Involvement, where appropriate, in the promotion of research links with outside bodies.
- Preparation of research proposal submissions to external funding bodies.
- Significant role in research projects including, where appropriate, leadership of research teams or management of projects.
- Responsibility for the oversight of financial management of grants received for research projects.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to teaching in the field/discipline of his/her research or consultancy. By agreement, the staff member may undertake more than occasional teaching if it contributes to greater employment continuity and professional development, but in no case will it be equal to or more than a Research Intensive allocation.
- Supervision of major honours or postgraduate research projects within the field of the staff member's area of research.
- Various research-related administrative functions.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected, and/or departmental and/or school meetings, and a major role in planning and committee work.

Skill Base

A Research Fellow will normally have a relevant doctoral qualification or equivalent accreditation and standing together with subsequent research experience. A position at this level will require a demonstrated strong record of publications, conference papers, reports and/or professional and/or technical contributions in the relevant discipline area

SENIOR RESEARCH FELLOW
General Standard

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

Specific Duties

The specific duties of a Senior Research Fellow may include:

- The conduct of independent research in which the staff member may work as part of a team and the production of conference and seminar papers and publications from that research.
- Supervision of support research and general staff.
- A major role in all aspects of major research projects including management and/or leadership of large research projects or teams.
- Supervision of the research of less senior principal research employees.
- Promotion of research links with outside bodies.
- Preparation of research proposal submissions to external bodies.
- Responsibility for the oversight of financial management of grants.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to teaching in the field/discipline of his/her research or consultancy. By agreement, the staff member may undertake more than occasional teaching if it contributes to greater employment continuity and professional development, but in no case will it be equal to or more than a Research Intensive allocation.
- Supervision of major honours or postgraduate research projects.
- Higher level research-related administrative functions.
- Some involvement in the development of research policy.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or school meetings and a major role in planning and committee work.
- Significant contribution to the discipline in which the research efforts of the staff member are undertaken.

Skill Base

A Senior Research Fellow will normally have the same skill base as a Research Fellow. In addition there will be a requirement for academic excellence and outstanding contribution to research.

PROFESSORIAL RESEARCH FELLOW
General Standard

A Professorial Research Fellow is expected to exercise a special responsibility in providing leadership and in fostering excellence in research in a specific discipline, in the organisation unit, within the institution and within the scholarly and general community.

Specific Duties

The specific duties of a Professorial Research Fellow may include:

- Provision of a continuing high level of personal commitment to, and distinguished achievement in, a particular area of research or scholarship.
- Fostering the research of other groups and individuals within the organisational unit and more broadly within the institution.
- Development of research policy.
- Preparation of research proposal submissions to external bodies.
- Responsibility for the oversight of financial management of grants.
- The conduct of independent research in which the staff member may provide leadership within a team and the preparation of conference and seminar papers and publications from that research.
- Supervision of research and administrative staff and other academic staff responsible to the professorial research fellow.
- Making a distinguished personal contribution to the conduct of research at all levels.

- Management of large research projects or teams.
- Developing policy and being involved in administrative matters within the department or other comparable organisational units and within the institution.
- Participating in community and professional activities related to a particular disciplinary area, including involvement in commercial and industrial sectors where appropriate.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to teaching in the field/discipline of his/her research or consultancy. By agreement, the staff member may undertake more than occasional teaching if it contributes to greater employment continuity and professional development, but in no case will it be equal to or more than a Research Intensive allocation.
- Supervision of major honours or postgraduate research projects.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected, and/or departmental and/or divisional meetings, and a major role in planning and committee work.

Skill Base

A Professorial Research Fellow shall have the same skill base as a Senior Research Fellow but will be recognised as a leading authority in an area of research.

SCHEDULE 7 – CLASSIFICATION DESCRIPTORS HIGHER EDUCATION WORKER (HEW)

HIGHER EDUCATION WORKER LEVEL 1

Training level or qualifications

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

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Level of supervision

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

Task level

- Straightforward manual duties or elements of Level 2 duties under close supervision and structured on the job training.
- Some knowledge of materials, e.g. cleaning chemicals and hand tools may be required.
- Established procedures exist.
- Organisational knowledge.
- May provide straightforward information to others on building or service locations.
- Judgement, independence and problem solving.
- Resolve problems where alternatives for the job holder are limited and the required section is clear or can be readily referred to higher levels.

Typical activities

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

HIGHER EDUCATION WORKER LEVEL 2

Training level or qualifications

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

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

Typical activities

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

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

HIGHER EDUCATION WORKER LEVEL 3

Training level or qualifications

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

- completion of a trades certificate; or
- completion of Year 12, with relevant work experience; or
- equivalent relevant experience or combination of relevant experience and education/training.

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

Exercise judgement on work methods and task sequence within specified time-lines and standard practices and procedures.

Typical activities

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

In technical assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies
- assist in setting up routine experiments
- monitor experience for report to a technical officer
- assist with the preparation of specimens
- assist with the feeding and care of animals.

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

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

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

HIGHER EDUCATION WORKER LEVEL 4

Training level or qualifications

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

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

Level of supervision

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

May supervise or coordinate others to achieve objectives, including liaison with staff at higher levels. May undertake standalone work.

Task level

May undertake limited creative, planning or design functions.

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

In trades positions:

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

In technical positions:

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

In library technician positions:

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

In clerical/secretarial positions:

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

HIGHER EDUCATION WORKER LEVEL 5

Training level or qualifications

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

- completion of a degree without subsequent relevant work experience or
- completion of an associate diploma and at least two years subsequent relevant work experience or
- completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician or
- an equivalent combination of relevant experience and/or education/training.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

In technical positions:

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

In library technician positions:

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

In administrative position:

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

In professional positions and under professional supervision:

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

HIGHER EDUCATION WORKER LEVEL 6

Training level or qualifications

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

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

In technical positions:

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

In administrative positions:

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

In professional positions:

- work as part of a research team
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services
- undertake a range of computer programming tasks
- provide documentation and assistance to computer users
- analyse less complex user and system requirements.

HIGHER EDUCATION WORKER LEVEL 7

Training level or qualifications

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

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

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

HIGHER EDUCATION WORKER LEVEL 8

Training level or qualifications

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

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

HIGHER EDUCATION WORKER LEVEL 9

Training level or qualifications

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

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

HIGHER EDUCATION WORKER LEVEL 10

Training level or qualifications

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

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

SCHEDULE 8 – CLASSIFICATION DESCRIPTORS

SUPPORT RESEARCH-ONLY EMPLOYEES

Preamble

This section acts a guideline to determine the appropriate level of appointment for support research-only employee positions. It describes factors such as:

- typical activities
- training level
- occupational equivalent
- supervision
- task level
- organisational knowledge
- judgement, independence and problem solving

appropriate for each classification level.

When appointing new employees, it is important to equate the level of appointment with the above factors as applicable to the position being filled.

Part 1 of this document includes definitions of the four levels of supervision, the eight qualification levels and the seven classification dimensions that are referred to in the descriptors.

Part 2 lists the details the seven Position Standards (Descriptors). Terms defined in Part 1 are included here in bold type for easy reference.

Part 1 Definitions

The terms defined below are used frequently in the support research-only classification descriptors. It is important that consistent understanding of these terms occurs to ensure positions are classified appropriately. The terms defined are printed in bold text when used in the classification descriptors so that the reader knows to refer to the definitions below.

Advanced certificate:

A two year part-time post-Year 12 or post-trade certificate course, or a four year part-time course for those who have completed Year 10 of secondary school.

Advanced Diploma/Associate Degree:

A two year full-time or four year part-time course with a Year 12 prerequisite.

Broad direction:

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

Certificate:

A two year full-time or four year part-time course with a Year 12 prerequisite.

Close supervision:

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

Degree:

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

General direction:

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. In the absence of established procedures or detailed instructions, guidance will be given by the Chief Investigator. Performance is checked by assignment completion.

Judgement, independence and problem solving:

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

Occupational equivalent:

Occupations typically falling within each proposed classification level.

Organisational knowledge:

The level of knowledge and awareness of the organisation that would be expected of employees at each proposed classification level and the purposes to which that organisational knowledge may be put.

Post-trade certificate:

A course of study over and above a trade certificate and less than an advanced certificate.

Postgraduate degree:

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

Routine supervision:

Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by the Chief Investigator or a more senior member of the research staff. Checking is selective rather than constant.

Supervision:

Type of supervision received and where applicable, exercised.

Task level:

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

This dimension looks at how much of each of these three qualities applies at each proposed classification level.

Trade certificate:

Completion of an apprenticeship, normally of four years' duration, or equivalent qualification.

Training level:

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

Typical activities:

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

Year 12: Completion of Year 12 of secondary school.

Part 2 – Classification Descriptors

The classification descriptors listed below use various factors to describe the overall content of positions at the different levels. When determining the correct level for appointment, the overall job requirements should be examined and then compared to the descriptors below. The appropriate level will be the one best matched to the position. Terms defined in Part 1 above are printed in bold for easy reference.

SUPPORT RESEARCH-ONLY EMPLOYEE LEVEL 1
Typical activities:

Perform a range of manual tasks.

Training level or qualifications:

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

Occupational equivalent:

Cleaner, labourer.

Level of supervision:

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

Task level:

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

Organisational knowledge:

May provide straightforward information to others.

Judgement, independence and problem solving:

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

SUPPORT RESEARCH-ONLY EMPLOYEE LEVEL 2

Typical activities:

A Support Research-only Employee this level may undertake duties involving straightforward data entry and retrieval and basic laboratory or technical work.

Training level:

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

Occupational equivalent:

Glassware attendant, grounds-person/mailroom attendant, receptionist, administrative assistant.

Level of supervision:

Routine supervision of straightforward research tasks; **close supervision** of more complex tasks.

Task level:

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

Organisational knowledge:

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

Judgement, independence and problem solving:

- Undertake tasks with reference to established research techniques and practices.
- A Support Research-only Employee at this level will normally be expected to perform a combination of various routine tasks where the prearranged work priorities are set by the Chief Investigator or a more senior member of the research staff.

SUPPORT RESEARCH-ONLY EMPLOYEE LEVEL 3

Typical activities:

As a Support Research-only Employee functioning in a technical/laboratory position:

- order supplies
- assist in setting up routine experiments
- monitor experiments for report to the Chief Investigator or more senior research staff
- assist with the preparation of specimens
- care for animals, plants and microbe cultures.

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

In clerical positions:

- use in a standard manner a word processing package (including storage and retrieval of documents, keying and setting out of correspondence and reports, merging, moving and copying, using columns, tables and basic graphics) or an established spreadsheet or database application
- provide clerical support to senior research staff, including setting up meetings and answering straightforward inquiries
- process accounts for payment

A Support Research-only Employee Level 3 may, as directed by the Chief Investigator or a more senior member of the research staff:

- undertake library or archival work
- process and collate information and data
- assist with surveys, observations, field trials, tests and associated research activity.

Training level or qualifications:

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

- completion of a **trades certificate** or
- completion of **Year 12**, with relevant work experience or
- equivalent relevant experience or combination or relevant

- experience and education/training.

A Support Research-only Employee Level 3 may require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or advanced diploma/associate degree.

Occupational equivalent:

Post apprenticeship tradesperson, technical assistant/technical trainee, library assistant, clerk, administrative assistant/typist.

Level of supervision:

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

Task level:

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

Organisational knowledge:

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

Judgement, independence and problem solving:

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

SUPPORT RESEARCH-ONLY EMPLOYEE LEVEL 4

Typical activities:

As a Support Research-only Employee in a trades related position:

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

Similarly, in technical positions:

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

In administrative/secretarial positions:

- be able to undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
- take responsibility for providing a full range of secretarial services in a research unit
- plan and set up spreadsheets or data base applications
- maintain records
- provide information to postgraduate research students.

A Support Research-only Employee Level 4 may, as directed by the Chief Investigator or a more senior member of the research staff:

- carry out or participate in surveys, investigations, analyses, tests, observations or field trials
- undertake library or archival searches or related activities
- undertake case studies and collate relevant information
- assist with data analysis.

Training level or qualifications:

A Support Research-only Employee Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a ***degree*** without subsequent relevant work experience; or
- completion of an advanced diploma/associate degree level qualification with relevant work related experience or a ***certificate*** level qualification with post-certificate relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent:

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

Level of supervision:

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

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

Task level:

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

Organisational knowledge:

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

Judgement, independence and problem solving:

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

SUPPORT RESEARCH-ONLY EMPLOYEE LEVEL 5

Typical activities:

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

In technical positions:

- develop new equipment to general specifications
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up and using complex equipment for a range of experiments and demonstrations
- prepare reports of a technical nature
- carry out tasks described for a Level 4, but at a more advanced level
- draft reports on the research tasks carried out
- provide authoritative advice within area of specialisation

Training level or qualifications:

A Support Research-only Employee Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a ***degree*** in a field related to the research project with some subsequent relevant work experience or
- completion of an advanced diploma/associate degree and at least 2 years' subsequent relevant work experience or
- completion of a ***post-trades certificate*** or ***advanced certificate*** and extensive relevant experience as a technician or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent:

Graduate (i.e. degree) or professional, with limited subsequent work experience on entry; experienced technical/scientific officer.

Level of supervision:

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

Task level:

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

Organisational knowledge:

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

Judgement, independence and problem solving:

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

SUPPORT RESEARCH-ONLY EMPLOYEE LEVEL 6

Typical activities:

In technical positions:

- manage a research laboratory of a field station
- provide highly specialised technical services
- set up complex experiments
- design and construct complex or unusual equipment to general specifications

In administrative positions:

- provide financial, policy and planning advice
- monitor expenditure against budget equivalent in size to that of a department or small school

In professional positions:

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

Training level or qualifications:

A Senior Support Research-only Employee Level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent:

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

Level of supervision:

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

Task level:

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

Organisational knowledge:

A Support Research-only Employee perform tasks/assignments which require proficiency in the work area and knowledge of how they interact with other related functions and to adapt by those procedures and techniques as required by the Chief Investigator to achieve objectives.

Judgement, independence and problem solving:

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

SUPPORT RESEARCH-ONLY EMPLOYEE LEVEL 7

Typical activities

In technical manager positions:

- the management of research facilities for a department
- acknowledged expertise in a specialised area
- or a combination of technical management and specialist research

In professional positions:

- work as part of research team.

A Support Research-only Employee Level 7 may, while receiving broad direction from the Chief Investigator:

- design and conduct standard research experiments, case studies and questionnaires
- evaluate and interpret the results for presentation to the Chief Investigator as analysed data

- prepare reports resulting from surveys, investigations, tests, field trials, observations and related activities.

A Support Research-only Employee Level 7 are normally responsible for meeting objectives set by the Chief Investigator which may include the completion of research tasks, preparation of reports, data analysis and staff supervision.

Training level or qualifications

A Support Research-only Employee Level 7 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a **degree** with extensive relevant experience or
- extensive experience and expertise in a technical field or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent:

Technical manager, senior professional or scientific officer.

Level of supervision:

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

Task level:

Independently relate a body of knowledge to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

Organisational knowledge:

Detailed knowledge of research methodology and research planning.

Judgement, independence and problem solving:

Independently relate research methodology to work assignments, or adapt a specific body of knowledge to solve problems. Use theoretical principles in modifying and adapting techniques. May involve standalone work or the supervision of others in order to achieve objectives.

SCHEDULE 9 – DESCRIPTORS – VET Educators

Leading Vocational Teacher (LVT)

The duties of a Leading Vocational Teacher will be:

- i) the same as the duties prescribed as a VET Teacher.
- ii) and additional duties which may include, but are not limited to:
 - a) leadership in teaching practice including providing professional development and leading innovation;
 - b) mentoring or coaching Teachers or Tutors;
 - c) professional/team leadership including leading the planning, design, and review of educational programs;
 - d) where qualified, monitor, evaluate and review Workplace Health and Safety responsibilities and obligations for the team;
 - e) functional responsibility and accountability for financials or staffing;
 - f) facilitation of performance, planning and review;
 - g) international projects/business;
 - h) industry liaison and consultation;
 - i) assistance with marketing and development of promotional strategies;
 - j) development of training product and resources to meet specific business needs;
 - k) where qualified, coordinate the identification of learning support needs of students and co-ordinate intervention plans on behalf of the team;
 - l) lead and co-ordinate quality assurance processes related to learning and assessment;
 - m) performance of high level duties of a critical nature to the business provided they are not those expected of the Manager of a teaching team/s; or
 - n) co-ordinate and facilitate partnerships with educational organisations, third parties and industry.
- iii) The qualifications, skills and experience of a Leading Vocational Teacher will be the same as a Teacher and will include completion of 12 months at classification level Teacher Step 7 and an approved teaching qualification.
- iv) The duties of a Leading Vocational Teacher will be allocated:
 - a) fairly and equitably subject to consultation between the Leading Vocational Teacher and their supervisor;
 - b) such that they are not so frequent or onerous as to detract from the Leading Vocational Teacher's primary role as a Teacher;
 - c) initially with consultation with the teaching team and approval by management. Where such a practice applies, a peer review process occurs prior to management approval; and
 - d) to perform in a team/s inside the Region but outside of the Leading Vocational Teachers own team where it is deemed appropriate and that educational leadership is required.
- v) The additional duties will be recorded on the LVT's personnel file and will be subject to regular review as part of the PRPD process.

VET Teacher

- (a) The contact time duties of a Teacher include, but are not limited to:
- (i) facilitate learning of content in a range of learning environments, including classroom, workplace, simulated and online;
 - (ii) conduct student assessment; and
 - (iii) provide supervision of student participation.
- (b) The non-contact time duties of a Teacher include, but are not limited to:
- (i) conduct general administration of an education program associated to a teaching role, such as participation/roll management, marking and assigning grades;
 - (ii) perform other duties incidental to the delivery of the education program, including planning, designing, delivery and review of educational programs;
 - (iii) undertake the preparation and development of learning and assessment resources;
 - (iv) provide support and advice to students and industry clients;
 - (v) review and update the Educator profile to meet currency and competency requirements in area/s of delivery;
 - (vi) regularly liaise with team members (within and across Regions), industry and external educational institution to discuss educational matters;
 - (vii) promote CQUniversity products to industry;
 - (viii) monitor academic progress and provide or facilitate access to educational support services where required; and
 - (ix) participate in workload allocation discussions with VET teaching team and supervisor.
- (c) The qualifications and skills of a Teacher are as required by:
- (i) the National Vocational Education and Training Regulator's standards for registered training organisations;
 - (ii) training packages and accredited courses; and
 - (iii) other relevant regulatory, licencing and accreditation requirements.
- (d) Where a Government or Non-Government contract requires, a Teacher will possess the qualification/s agreed in the terms of the contract.
- (e) A Teacher will possess training and assessment and/or industry experience.
- (f) A Teacher Step 5 or higher must possess an approved teaching qualification, except in emergent circumstances as prescribed in this agreement.

VET Tutor

- (a) The duties of a Tutor are to:
- (i) conduct tutorial activities, in a range of learning environments, including simulated, workplace, online to revise and reinforce learning on content that has been previously instructed by a Teacher, Leading Vocational Teachers or other mode of delivery;
 - (ii) facilitate learner skill development, provide support and guidance as directed by the Teacher, Leading Vocational Teacher or other mode of delivery;
 - (iii) supervise and/or provide support in student assessment processes;

- (iv) undertake compliance and quality assurance activities as required;
- (v) provide support where academic progression intervention is required as directed by the Teacher, Leading Vocational Teacher or other mode of delivery;
- (vi) contribute to the planning, design and review of educational programs;
- (vii) Tutors will review and maintain their Educator profile to meet currency and competency requirements in area/s of delivery;
- (viii) regularly liaise with team members to discuss issues such as tutorial requirements and content; and
- (ix) provide advice on trends and practices in industry.

(b) The qualifications, skills and experience of a Tutor are as required by:

- (i) the National Vocational Education and Training Regulator's standards for registered training organisations;
- (ii) training packages and accredited courses; and
- (iii) other relevant regulatory, licencing and accreditation requirements.

(c) Where a Government or Non-Government contract requires, a tutor will possess the qualification/s agreed in the terms of the contract.

(d) It is desirable that a Tutor should possess training and assessment experience and/or should have industry experience.

(e) The following minimum provisions relating to the appointment of tutors:

- (i) a tutor with a qualification in excess of a diploma or equivalent will be appointed at no less than Tutor Level 2.
- (ii) a tutor with a base and/or higher vocational qualification and five years' post-trade training industry/teaching experience will be appointed at no less than Tutor Level 3.
- (iii) a tutor with a base qualification or higher vocational qualification, a teaching qualification, and five years' post-trade training industry/teaching experience will be appointed at no less than Tutor Level 4.

VET Teaching Team Functional Responsibilities

Examples of general organisational functions that may be undertaken by teaching teams includes the below. It is understood that some teams, due to their size, may not have the capacity to perform all of these roles.

Programmed Non-Contact Time – Examples of Team Responsibilities

Planning/operations

- a) facilitate program registration processes as required;
- b) contribute information to the appropriate University systems and processes e.g. Nexus;
- c) facilitate the timetabling process within the team;
- d) completion of training assessment strategy;
- e) contribute information to monitoring of start of study/close of study dates and submission of withdrawal forms as necessary;
- f) facilitate effective management of physical resources; and
- g) facilitate professional development for maintaining currency and competence including formal and informal development and industry release opportunities.

Student support

Monitor student progress and address issues as required e.g. liaise with Student Experience as necessary; language, literacy and numeracy or extra learning support.

Human Resources

- a) induct and support new employees to the team – both initially and ongoing; and
- b) represent the team in recruitment and selection processes.

Finance

Facilitate prioritisation of expenditure for the team e.g. financial planning.

Marketing

- a) respond to program enquiries and conduct pre-enrolment interviews;
- b) contribute to the preparation and updating of program information;
- c) liaise with Marketing employees; and
- d) proactively market vocational education and training programs as necessary.

Communication/Team Liaison

Represent and communicate with employees outside of team.

Industry Liaison & Marketing

- a) liaise with industry and the community to identify current and future vocational education and training needs, including commercial opportunities;
- b) monitor employment trends and identify skills requirements; and
- c) liaise and collaborate with other educational institutions.

Committee Representation

- a) team representative on relevant committees;
- b) attend meetings - report to team; and
- c) assist employees to complete Risk Assessments, Incident Reports.

Continuous Improvement

- a) contribute to research, development, implementation and review of programs and processes; and
- b) identify and trial alternative learning strategies and methods of delivery for instruction of students.

SCHEDULE 10 – CLASSIFICATION DESCRIPTORS

CASUAL VET EDUCATORS

1. Classification descriptor – Casual VET Teacher

- 1.1 A casual employee required to provide teaching (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and provide directly associated non-contact duties in the nature of preparation, marking, administration and student consultation, shall be paid a rate for each hour of lecture delivered, calculated in accordance with the following table:

Table S10.1: Casual VET Teacher

Teaching delivery and associated working time assumed	* Hourly rate calculation
Teaching delivery (1 hour of delivery and 0.7 hr of associated working time)	$(\text{Ordinary \$ p.hr of Teacher}/4 \times 1.7) + 25\%$

* Casual VET Teacher rates of pay can be found in the Schedule 1

- 1.2 For the purposes of this Agreement, the term 'class' means any teaching delivery described in a unit profile, or in an official timetable issued by the University.

2. Classification Title: Casual VET Tutor

- 2.1 A casual employee required to deliver or present a tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration shall be paid a rate for each hour of tutorial delivered or presented, calculated in accordance with the following table:

Table S10.2: Casual VET Tutor

Type of tutoring and associated working time assumed:	
Tutorial (1 hour of delivery and 0.2024 hr associated working time)	* Hourly rate calculation $(\text{Ordinary \$ p.hr of Tutor } 1 \times 1.2024) + 25\%$

* Casual VET Tutor rates of pay can be found in the Schedule 1

- 2.2 For the purposes of this agreement, the term 'tutorial' means any education delivery described as a tutorial in a unit profile, or in an official timetable issued by the University.

3. VET Marking

- 3.1 All marking other than that referred to in 1 above shall be paid a rate for all time worked, calculated in accordance with the following tables:

Table S10.3: Casual VET Marker

Type of marking: Standard Marking
* Hourly rate VET Marker
$(\text{Ordinary \$ p.hr. of VET Teacher Step 1}) + 25\% = \$/\text{hr}$

* Casual VET Marker rates of pay can be found in the Schedule 1

4. Other Required VET Educator Activity

- 4.1** A casual employee required to perform any other required non-contact activity shall be paid at an hourly rate calculated in accordance with the table below, for each hour of such activity as required and demonstrated to have been performed.

Table S10.4: Casual VET Other

Other: as described at 4.2 below
* Hourly rate Other required VET Educator
(Ordinary \$ p.hr. of VET Teacher Step 4 + 25% = \$/hr

* Casual VET Other rates of pay can be found in the Schedule 1

- 4.2** For the purposes of this Agreement, 'other required VET Educator activity' includes work of the following nature:

- * non-contact duties of a teacher including RPL activities
- * duties described as "VET Teaching Team Functional responsibilities"
- * required attendance of the VET Educator at classes, labs and seminars that form part of the relevant course and
- * required attendance of the VET Educator at school and/or divisional meetings.

The above list is not intended to be exhaustive, but is provided by way of examples and guidance.

SCHEDULE 11 – AUSTRALIAN QUALIFICATIONS FRAMEWORK

1. The Australian Qualifications Framework (the AQF) is a unified system of fifteen national qualifications in schools, vocational education and training (TAFEs, Agricultural Colleges and private providers) and the higher education sector (mainly universities):

AQF Qualifications

- Senior Secondary Certificate of Education
- Certificate I
- Certificate II
- Certificate III
- Certificate IV
- Diploma
- Advanced Diploma
- Associate Degree
- Bachelor Degree
- Graduate Certificate
- Vocational Graduate Certificate
- Graduate Diploma
- Vocational Graduate Diploma
- Master's Degree
- Doctoral Degree

Referred to in this Agreement as:

- AQF I
- AQF II
- AQF III
- AQF IV
- AQF V
- AQF VI

The Framework links together all these qualifications and is a highly visible, quality-assured national system of educational recognition, which promotes lifelong learning and a seamless and diverse education and training system.

2. Why is the AQF important?

Qualifications certify the knowledge and skills a person has achieved through study, training, work and life experience. The AQF helps all learners, employers and education and training providers to participate and navigate the qualifications system. Under the AQF, learners can start at the level that suits them and then build up as their needs and interests develop and change over time. The Framework assists learners to plan their career progression, at whatever stage they are within their lives and when they are moving interstate and overseas. In this way, the AQF supports national standards in education and training and encourages lifelong learning.

3. What are the key objectives of the AQF?

The AQF:

- provides nationally consistent recognition of outcomes achieved in post-compulsory education;
- helps with developing flexible pathways which assist people to move more easily between education and training sectors and between those sectors and the labour market by providing the basis for recognition of prior learning;
- including credit transfer and work and life experience;
- integrates and streamlines the requirements of participating providers, employers and employees, individuals and interested organisations;
- offers flexibility to suit the diversity of purposes of education and training;
- encourages individuals to progress through the levels of education and training by improving access to qualifications, clearly defining avenues for achievement, and generally contributing to lifelong learning;
- encourages the provision of more and higher quality vocational educational and training through qualifications that normally meet workplace requirements and vocational needs, thus contributing to national economic performance; and
- promotes national and international recognition of qualifications offered in Australia.

Signed for and on behalf of
Australian Education Union
(AEU):

Signature

G. Moloney

Title

Branch Secretary

Printed Name

GRAHAM MOLONEY

In the presence of:

Signature

A. Mitsoul

Printed Name

Annette Mitsoul

Dated

17, 10, 17

Signed for and on behalf of
Australian Education Union Queensland
(AEUQ)
21 Graham Street, Milton Q 4064:

Signature

G. Moloney

Title

Branch Secretary

Printed Name

Graham Moloney

In the presence of:

Signature

T Edmonds

Printed Name

THALIA EDMONDS

Dated

12, 2, 18

Signed for and on behalf of
Australian Municipal, Administrative, Clerical and Services Union
(AMACSU known as Together, Qld):

Signature 

Title Branch Secretary

Printed Name Alex Scott


In the presence of: Signature 

Printed Name VALDA GRAHAM

Dated 16, 10, 17

Signed for and on behalf of
Australian Municipal, Administrative, Clerical and Services Union
(AMASCU known as Together, Qld)
Level 1, 27 Peel Street, South Brisbane Q 4101:

Signature



Title

Branch Secretary

Printed Name

Alex Scott.

In the presence of:

Signature



Printed Name

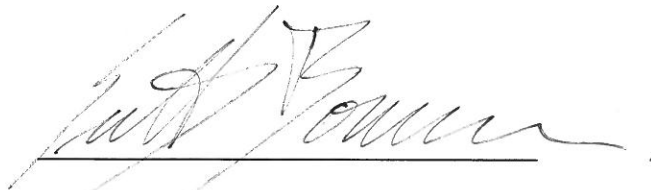
Nicole Hipkin

Dated

12, 2, 18

Signed for and on behalf of
Central Queensland University
(CQUniversity):

Signature



Title

Vice-Chancellor and President

Printed Name

Professor Scott Bowman

In the presence of:

Signature



Printed Name

Carol Burnett

Dated

18, 10, 2017

Signed for and on behalf of
Central Queensland University
(CQUniversity)
Bruce Highway, North Rockhampton Q 4702:

Signature



Title

Vice-Chancellor and President

Printed Name

Professor Scott Bowman

In the presence of:

Signature



Printed Name

CAROL BURNETT

Dated

12, 02, 2018

Signed for and on behalf of
National Tertiary Education Industry Union
(NTEU):

Signature



Title

General Secretary

Printed Name

Grahame McCulloch

Address
3205

Level 1, 120 Clarendon Street, South Melbourne VIC

In the presence of:

Signature



Printed Name

Renee Veal

Dated

11/10/2017

Signed for and on behalf of
National Tertiary Education Industry Union
(NTEU)
Level 1, 120 Clarendon Street, South Melbourne, VIC 3205:

Signature



Title

General Secretary

Printed Name

Grahame McCulloch

In the presence of:

Signature



Printed Name

Renee Veal

Dated

12/_02_/2018

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

-
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

6 March 2018

Commissioner Lee
 Fair Work Commission
 11 Exhibition Street
 Melbourne VIC 3000

Dear Commissioner Lee

AG2017/4963 – Central Queensland University Agreement 2017

Undertakings by Central Queensland University in accordance with s 190 of the Fair Work Act 2009 (Cth).

Undertaking 1: Senior Staff Appointments - Replacement of Clause 2.4

2.4 Senior Staff Appointments

A staff member may be offered a Senior Staff Contract if they are to be paid a salary rate that is above that prescribed for a HEW Level 10 or Level E Academic and is appointed to a Senior Position.

2.4.1 Appointment to a Senior Staff Contract may be on a continuing, fixed term, casual or other basis and is not restricted by the fixed term provisions of this agreement.

2.4.2 Remuneration, packaging of remuneration and benefits may differ from this Agreement and will be outlined in the Senior Staff Contract, however the arrangements will not be less than those provided by the agreement.

2.4.3 A senior staff contract may provide for an appointment to a senior position, duties and title, whilst the employee holds a substantive underlying appointment.

2.4.4 The following clauses of this Agreement do not apply to staff on a Senior Staff Contract –

Clause

- 8 – Categories of Employment which includes Fixed Term restrictions;
- 14/15/16 – Part C – hours patterns of work and workloads Academic, Professional and VET Educators

Undertaking 2: Representative

Adjust the definition of “Representative”

Representative means a person chosen by an affected staff member or the University to assist or represent them.

Undertaking 3: Redundancy

Where a redundancy is applicable under any section of the Agreement, specifically clauses 13.5 and clause 10 of Schedule 3, and an employee has completed between one and two years of service, they will be entitled to a minimum of four weeks' pay in accordance with s119 (2) of the Act.

Undertaking 4: Shiftworker

Include the Definition "Shiftworker"

***Shiftworker** means, for the purposes of the NES, a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in an institution in which shifts are continuously rostered 24 hours a day seven days a week.*

Undertaking 5: Supported Wage System Employees

The minimum payment under Schedule 2 will be not less than \$84.00 per week.

Undertaking 6: Overtime for Part Time VET Educators and ELICOS Staff

In clause 16.3 - Part Time VET Educators and Schedule 3 - ELICOS staff, who are approved to work beyond their ordinary part time hours will be eligible for overtime calculated at the appropriate rates.

Additionally, Part Time VET Educators are eligible for overtime if they work more than the pro-rata rate of contact hours even if they are within their total ordinary hours for the fortnight.

Undertaking 7: Penalty Rates for Casual VET Educators and ELICOS Staff

Casual VET Educators required to work on a Sunday will be entitled to 200% of their ordinary rate as outlined in Schedule 1 "Casual VET Educators Salary Rates" with a four hour minimum engagement.

Additionally, the University and the parties undertake that any approved work before 8am, unless subject to a Team Based Working Arrangement or other documented flexibility arrangement, will attract overtime rates.

Casual ELICOS Staff required to work on a Sunday will be entitled to 200% of their ordinary rate as outlined in Schedule 1 "Casual ELICOS Salary Rates" with a four hour minimum engagement.

Sincerely



Barbara Miller
Director People and Culture