



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Queensland University of Technology
(AG2014/1094)

QUEENSLAND UNIVERSITY OF TECHNOLOGY ENTERPRISE AGREEMENT (ACADEMIC STAFF) 2014 - 2017

Educational services

COMMISSIONER WILSON

MELBOURNE, 14 JULY 2014

Application for approval of the Queensland University of Technology Enterprise Agreement (Academic Staff) 2014 - 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Queensland University of Technology Enterprise Agreement (Academic Staff) 2014 - 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Queensland University of Technology. The Agreement is a single-enterprise agreement.

[2] I have accepted the undertaking attached to this decision and marked Annexure A, which has been provided by the Applicant. The undertaking is attached to the Agreement and will be taken to be a term of the Agreement pursuant to s.191 of the Act.

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

[4] The Independent Education Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 July 2014. The nominal expiry date of the Agreement is 1 March 2017.

COMMISSIONER 


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Annexure 1

Queensland University of Technology (QUT) gives the following undertaking in respect of the proposed *Queensland University of Technology Enterprise Agreement (Academic Staff) 2014-2017 (Agreement)*:

Consultation

QUT undertakes to apply clause 35 of the Agreement in a manner consistent with that required by section 205(1A) of the *Fair Work Act 2009* (Cth).

Signed

A handwritten signature in blue ink, appearing to read 'P. Coaldrake', written in a cursive style.

Professor Peter Coaldrake
Vice-Chancellor



CORRECTION TO DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Queensland University of Technology

(AG2014/1094)

COMMISSIONER WILSON

MELBOURNE, 15 JULY 2014

Application for approval of the Queensland University of Technology Enterprise Agreement (Academic Staff) 2014 - 2017.

[1] The Decision [2014] FWCA 4678 issued by the Fair Work Commission on 14 July 2014 is corrected as follows:

By deleting all references to the *Independent Education Union of Australia*

And inserting in its place *National Tertiary Education Industry Union*.



COMMISSIONER

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ENTERPRISE AGREEMENT (ACADEMIC STAFF) 2014 – 2017

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PART A – AGREEMENT FORMALITIES

1. TITLE

This Agreement will be known as the Queensland University of Technology Enterprise Agreement (Academic Staff) 2014 – 2017.

2. ARRANGEMENT

Part A - Agreement Formalities

Part B - Classification and Remuneration

Part C - Leave

Part D - Other Conditions

3. APPLICATION OF THE AGREEMENT

This Agreement has been negotiated between the Queensland University of Technology and the National Tertiary Education Industry Union and will be binding according to its terms upon the following:

- (a) Academic staff employed at Queensland University of Technology (QUT) either classified:
 - (i) as levels A-E as defined in Schedule 3; or
 - (ii) as research-only staff classified as levels A-E as defined in Schedule 4; or
 - (iii) as sessional staff as defined in Schedule 5;
- (b) Director of Studies, Assistant Director of Studies and Educators employed in International College (ELICOS, University Entry Program (UEP) including University Diploma/Certificate programs and Foundations/Non-Award programs). The provisions of this Agreement apply to Educators only as specified in Schedule 6. Educators are not academic staff.
- (c) QUT; and
- (d) National Tertiary Education Industry Union.

4. DATE AND PERIOD OF OPERATION

This Agreement will operate from seven (7) days after the date it is approved by the Fair Work Commission and has a nominal expiry date of 1 March 2017.

The University and the Union agree to commence negotiations for a replacement Agreement not less than three (3) months before the nominal expiry date of this Agreement. The University and the Union will endeavor to provide each other with an initial set of claims at the commencement of the negotiations.

5. STATUS OF AGREEMENT

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

5.1 Relationship with previous Agreements

This Agreement replaces and prevails over any other Agreement that might otherwise apply to staff covered by this Agreement

5.2 Relationship with awards

This Agreement displaces all relevant awards that might otherwise apply to staff covered by this Agreement.

5.3 Relationship with University Policies

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

No substantive changes will be made to existing University policies which directly affect the employment conditions of academic staff, without reasonable notice and prior consultation with affected staff and the Union.

5.4 Relationship with National Employment Standards

No term in this Agreement is to be interpreted in a way that is detrimental to an employee in any respect when compared to the National Employment Standards.

5.5 Reference to Organisational units or Position Titles

Reference to an area such as Business Unit, Department, School, Discipline, Institute or equivalent includes any subsequent or alternative entity undertaking those functions. Reference to a position title includes any changed title performing similar functions.

6. DEFINITIONS

6.1 'Authorising Officer' means the Vice-Chancellor, Senior Deputy Vice-Chancellor or head of the relevant organisational area, usually the Executive Dean of Faculty or Head of School/Discipline or nominee.

6.2 'Consultation' means the conferring between the University and the affected staff member(s) and the Union, in such a way that the views expressed shall be taken into account before the final decisions are made with the objective of reaching shared views. Consultation shall involve a full exchange of information and meaningful discussions. At the request of the staff member(s) or the Union, consultation will also occur at the Academic Consultative Committee (ACC).

- 6.3** **'Continuous Service'** means a period of service which is unbroken. A staff member's service will be deemed to be unbroken provided that the time between ceasing employment and recommencing employment with the University does not exceed three (3) months. For the purposes of long service leave only, in the case of sessional staff, service with breaks exceeding three (3) months will be recognised where it is a result of a break between consecutive semesters.
- 6.4** **'Council'** means the Council of the University constituted under *The Queensland University of Technology Act 1988*.
- 6.5** **'Disciplinary Action'** means action by the University to discipline a staff member and is defined as:
- formal censure or counselling; formal warning; withholding of an increment; demotion; suspension with, or without pay; reallocation of duties; and termination of employment with four (4) months notice or payment in lieu thereof or in the case of serious misconduct, termination of employment without notice.
- 6.6** **'Family'** includes
- (a) spouse (including a current or former: spouse, de facto spouse, or partner, regardless of gender identity or sexuality) of the staff member;
 - (b) a child (including an adult child, adopted child, step child and ex nuptial child), parent or step parent, grandparent, grandchild or sibling of either the staff member or their spouse; and
 - (c) a person, who due to kinship, cultural or religious beliefs is considered a member of the staff member's family.
- 6.7** **'Head'** means the person appointed to be the Head of the School/Discipline with which a staff member is associated, and includes anyone acting in that role on a temporary basis or any nominee. In the case of a staff member who is associated with a research centre or other unit, the Head shall be construed to mean the head of the research centre or unit.
- 6.8** **'Household member'** is someone with whom the staff member lives and for whom the staff member has responsibility.
- 6.9** **'Human Resources Director'** means the person appointed to be the Human Resources Director of the University and includes anyone acting in that role on a temporary basis or any nominee of the Human Resources Director.
- 6.10** **'Misconduct'** means conduct that is unsatisfactory but which is not so serious as to justify the possibility of termination of employment.
- 6.11** **'Negotiation'** shall mean holding discussions and making genuine efforts to resolve differences and reach agreement.
- 6.12** **'Partner'** means spouse including a current or former: spouse, de facto spouse, or partner, regardless of gender identity or sexuality.
- 6.13** **'Primary Carer'** shall mean a person who assumes the principal role of having responsibility of, and providing care to a child.

6.14 **‘Representative’** means, a person chosen by an affected staff member or the University to assist or represent them. At the choice of the staff member this person may be a union officer or official.

A person who is currently practising as a solicitor or barrister is excluded.

6.15 **‘Senior Deputy Vice-Chancellor (SDVC)’** means the person appointed to be the Senior Deputy Vice-Chancellor of the University, and includes anyone acting in that role on a temporary basis, or any nominee of the Senior Deputy Vice-Chancellor.

6.16 **‘Serious Misconduct’** is misconduct of a serious and wilful nature which is conduct of a type that would make it unreasonable to require the University to continue employment of the staff member concerned and is normally limited to:

- (a) theft from the University, or from staff or students;
- (b) assault involving another staff member, or student, or which is occasioned on campus or at a work related function or activity;
- (c) conduct of a kind which constitutes a significant impediment to the carrying out of a staff member’s duties or to the staff member’s colleagues carrying out their duties;
- (d) conviction by a court of an offence or judgment entered in a court or tribunal which constitutes a serious impediment of the kind referred to in (c);
- (e) conduct of a serious or repeated nature which in the reasonable opinion of the Vice-Chancellor breaches the University's Code of Conduct;
- (f) serious dereliction of the duties required of the staff member’s position; or
- (g) wilful conduct in bad faith which is reasonably likely to significantly damage the University's reputation.

6.17 **‘Significant consequences’** referred to in clause 10 include, but are not limited to:

- (a) substantial changes in the composition, operation or size of the University workforce or in the skills required;
- (b) the restructuring of organisational units; and
- (c) any changes likely to lead to job losses.

6.18 **‘Staff member’** means a member of the staff employed by the University as defined in clause 3 of this Agreement.

6.19 **‘Supervisor’** means a staff member who is responsible for supervision of academic staff and is an Executive Dean, Head of School/Discipline, Head of Discipline or Head of unit, or nominee.

6.20 **‘The University’** means the Queensland University of Technology as the employer.

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

6.22 **‘Union(s)’** means the National Tertiary Education Industry Union (NTEU).

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

7. OBJECTIVES OF AGREEMENT

The objectives of the Agreement are to:

- (a) create and maintain harmonious workplace relations at the University;
- (b) provide competitive pay and conditions in recognition of the contribution made by academic staff and to strengthen the University's ability to attract and retain staff of the highest quality;
- (c) provide for the participation of staff in the implementation of changes to support the University mission while minimising adverse impacts on staff;
- (d) support strategies that enhance the University's position as a leading tertiary education and research provider;
- (e) strengthen the University's competitive advantage through improvements in productivity, efficiency, effectiveness, quality, flexibility and equity through the contribution of academic staff; and
- (f) foster the development of a positive, safe and productive workplace culture underpinned by co-operative and consultative approaches to work.

8. AGREEMENT TO BE DISPLAYED

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

9. JOB SECURITY

- 9.1** The University reaffirms that it highly values its academic staff as a critical element in the provision of quality service. The University is committed, wherever possible, to retaining the services of, and offering ongoing opportunities to current staff members. The University is committed to ensuring that staff have job security and will seek to avoid job losses.
- 9.2** The University will, wherever possible, implement alternative voluntary measures prior to job loss, including redeployment, voluntary flexible working arrangements, and consideration of job swap arrangements.
- 9.3** Where job losses are unavoidable, the University will strenuously explore all measures available to minimise involuntary redundancies, including voluntary early retirement and voluntary redundancies. Involuntary redundancies will be used as a last resort and should be avoided if possible.

10. MANAGING CHANGE

- 10.1** The effective management of workplace change requires the involvement of people who will be directly affected by that change.
- 10.2** Following a decision by the University that changes are required in organisation, structure or technology which may have significant consequences as defined in sub clause 6.17, the University will consult with affected staff and the relevant Union about the proposed changes, the need for the change and the development of a change process. If a formal review process is established to inform the proposed changes, there will also be consultation about that process. Consultation will provide sufficient time for affected staff members and the Union, to have meaningful input into the final decision about the proposed change and the development of a change process.
- 10.3** Where, following the consultation in sub clause 10.2, the University decides to proceed with a significant change proposal, consultation will occur with affected staff and the Union, with the aim of reaching agreement where possible, about the impact of that change on the work or conditions of staff and will include the timetable for change, consideration of alternative ways of introducing change and means of avoiding detrimental outcomes for staff.
- 10.4** Any proposed job losses resulting from change will be handled in accordance with clause 11.

11. CHANGE RESULTING IN JOB LOSSES

- 11.1** Where it is envisaged that change will lead to job losses, the University will consult with the staff likely to be affected and with the Union as soon as practicable. All relevant information and data will be provided to assist in the consultations.
- 11.2** Following the consultation as prescribed in clause 10 and sub clause 11.1 and a decision by the University that staff reductions will occur, there will be consultation with affected staff and the Union, with the aim of reaching agreement on an implementation plan to achieve job reductions without increasing the average workloads of the relevant school or unit and ensuring any job losses are genuine redundancies. The plan will include:
- (a) the reduction to be achieved in terms of either staffing costs or number of staff;
 - (b) the timetable for achieving staff reductions;
 - (c) the preferred measures for achieving staff reductions;
 - (d) measures to avoid forced redundancy including retraining and redeployment, voluntary flexible working arrangements, consideration of job swap arrangements and one or more rounds of voluntary redundancy; and
 - (e) objective criteria to be used to determine if an application for voluntary redundancy is acceptable.

12. CONTRACTING OUT

12.1 Consistent with clause 10 where the University proposes new outsourcing arrangements (including contracting out of work that has been or is currently being undertaken by University staff), the University will initiate consultation with affected staff members and the Union. Such consultation will occur prior to any final decision by the University to take any steps to outsource the work.

12.2 The University will provide all relevant documentation and information on the proposal including why it considers contracting out to be necessary and shall consult in good faith about whether the work should be contracted out and alternatives to contracting-out to minimise any possible impact on existing staff members.

12.3 The University will report to the Academic Consultative Committee (ACC) on the outcome of the consultation process and the rationale for the decision made.

12.4 Post implementation review

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

13. DISPUTES ARISING FROM THIS AGREEMENT

13.1 Scope

13.1.1 This procedure applies to disputes arising out of this Agreement or arising in relation to the National Employment Standards.

13.1.2 Grievances that do not relate to the interpretation or implementation of this Agreement, such as individual grievances, can be dealt with under the Grievance Resolution Procedures for Workplace Related Grievances and Bullying as contained in Chapter B of the Manual of Policies and Procedures.

13.2 Internal Dispute Resolution Processes

13.2.1 The University, staff member(s) directly affected by the matters in dispute or the Union covered by this Agreement (parties to the dispute) will refer a dispute to the Human Resources Director. The Human Resources Director may:

- (a) discuss the matter privately with the parties to the dispute;
- (b) seek advice or clarification concerning the matters in dispute from the parties to the dispute or other person(s);
- (c) propose a basis for resolution in writing to the parties to the dispute; and/or
- (d) at any time, and must if required by a party to the dispute, arrange a conference of the parties to the dispute in order to discuss and seek to resolve the dispute.

13.2.2 The parties to the dispute will take all reasonable steps to undertake the processes required by sub clause 13.2.1 within ten (10) days of the matter being referred to the Human Resources Director.

- 13.2.3 A resolution reached under sub clause 13.2 will only be binding on the University if accepted in writing by the Human Resources Director on behalf of the University and by the other party/parties to the dispute.

13.3 Resolution by the Fair Work Commission

- 13.3.1 If a dispute is not resolved pursuant to sub clause 13.2, a party to the dispute may refer the matter to the Fair Work Commission for resolution by conciliation and/or arbitration.

- 13.3.2 If the matter is resolved following a reference to the Fair Work Commission then:

- (a) subject to any right of appeal, the resolution will be binding on the parties to the dispute;
- (b) the parties to the dispute must take immediate steps to implement the resolution, including where necessary by making any changes required to work arrangements or the organisation of work required by the resolution.

13.4 Arrangements while Dispute Resolution Procedures are being followed

Until the procedures set out in sub clauses 13.2 and 13.3 are exhausted:

- (a) work shall continue in the normal manner (other than with respect to bona fide health and safety issues);
- (b) no industrial action shall be taken by a party to the dispute;
- (c) management shall not change work, staffing or the organisation of work if such is the subject of the dispute; and
- (d) parties to the dispute shall not take any other action likely to exacerbate the dispute.

13.5 Representation

The parties to the dispute may be represented or assisted by a person of their choice at any stage during this process.

13.6 Obligation to act in good faith

Parties to a dispute will comply with the following when utilising this Dispute Resolution Procedure:

- (a) disputes dealt with under this Disputes Resolution Procedure must be genuine disputes which are sought to be resolved in good faith;
- (b) disputes will not be raised or progressed for any purpose other than the effective resolution of the specific dispute;
- (c) all parties to a dispute will cooperate to ensure that disputes are resolved as quickly and efficiently as possible;
- (d) the requirements of sub clause 13.4 will not be invoked by any party to a dispute in a way which unreasonably or unnecessarily obstructs the organisation or operational affairs of the University or any part of it, and, where appropriate, parties to a dispute will negotiate in good faith to reach an agreement on how the requirements of sub clause 13.4 are to be applied to meet this objective.

14. UNION PARTICIPATION AND RESOURCES

The University recognises the contribution of effective union organisation to productive workplace relations as well as assisting staff in understanding their terms and conditions of employment, and their entitlements contained within the provisions of this Agreement. To facilitate this, the following arrangements are available:

14.1 Union Delegates:

- (a) may meet with staff they represent in the workplace and will be provided with reasonable time during normal working hours and as part of their normal duties for the purposes of holding discussions, reporting on matters relevant to the agreement or ascertaining staff members' views or concerns.
- (b) will be provided with time off during normal working hours to attend one (1) delegate meeting per month for one (1) hour and fifteen (15) minutes on each occasion which may occur in conjunction with a lunch break to provide for a maximum meeting duration of two (2) hours plus any necessary travel time.
- (c) The Union shall provide the Human Resources Director with a list of names of staff recognised as Union delegates.

14.2 Union Meetings

- (a) Staff members covered by this Agreement may attend paid time meetings conducted by the Union. These meetings may be of up to two (2) hours duration, held one (1) hour either side of the lunch period, up to four (4) times per year. Such meetings will not disrupt normal work programs and activities.
- (b) The Union will provide no less than twenty-four (24) hours notice of the intention to hold such meetings to the relevant head of organisational area, and to the Human Resources Director where the meeting involves staff from more than one area. The Union will ensure such meetings do not interfere with the performance of duties of staff and will, as far as possible, be held in meal breaks or other breaks.

14.3 Union Resources

- (a) The University will provide the facility for the deduction of union dues from salary with an appropriate administration fee charged to the union as determined by the University.
- (b) The Union may use a designated email address and internal mail systems to communicate on industrial issues with the members of staff they represent.
- (c) The University will provide at least one fully equipped office for the use of the Union.
- (d) The Union will be provided with access to designated notice boards within the University to display Union material.
- (e) Staff members who are members of the Union may access Trade Union Leave, as per clause 25 Leave Entitlements.

- (f) The activities of staff members involved in the Academic Consultative Committee (ACC) will be recognised as part of their University duties for the purposes of workload management. The relevant supervisor will be advised of the staff member's involvement, in writing, including prior notice of ACC commitments.

15. ACADEMIC STAFF CONSULTATIVE COMMITTEE

- 15.1** An Academic Consultative Committee (ACC) will be formed to consult on the implementation of this Agreement and to act as a forum for discussion of various workplace relations issues.
- 15.2** 'Academic Consultative Committee' (ACC) is a Committee comprising of three (3) representatives from the University and three (3) Union representatives.
- 15.3** The ACC will determine its own procedures of operation and organise an agreed schedule of meetings each calendar year. However, meetings of the ACC can be convened at the request of either the University or the Union.

16. NO EXTRA CLAIMS

The parties covered by this Agreement agree not to pursue any further claims in respect of enterprise bargaining other than in relation to clause 4 prior to the nominal expiry date of this Agreement.

PART B – CLASSIFICATION AND REMUNERATION

17. POSITION CLASSIFICATION STANDARDS

- 17.1** The duties of academic staff will be consistent with the applicable Position Classification Standards for the relevant level of appointments as outlined in Schedule 3.
- 17.2** The duties of research-only staff members will be consistent with the applicable Position Classification Standards for the relevant level of appointments as outlined in Schedule 4.
- 17.3** Academic work comprises academic leadership, teaching performance and leadership, research, scholarship, creative activity, professional practice, commercialisation activity, service/engagement, administration, and professional leadership. Academic staff (except sessionals) will be provided with adequate and appropriate opportunities to perform in relevant areas of this work.

18. SESSIONAL STAFF CLASSIFICATIONS

The definitions for sessional academic classifications are outlined in Schedule 5.

19. INCREMENTAL PROGRESSION

- 19.1** Incremental progression is available for staff members excluding sessional staff and those staff at the top salary point of the relevant level.
- 19.2** On completion of twelve (12) months satisfactory service, in accordance with the Performance Planning and Review (PPR-AS) Policy, a staff member will progress to the next increment within the salary scale.
- 19.3** An increment may only be withheld on performance grounds where a staff member is subject to the formal procedures relating to unsatisfactory performance (clause 44).

20. SALARY INCREASES AND RATES OF PAY

20.1 Salary Increases

This Agreement provides for increases in salary rates as follows:

- 3% from 1 December 2013 (paid);
- 3% from 1 December 2014;
- 3% from 1 December 2015;
- 3% from 1 December 2016.

20.2 Rates of Pay

Schedule 1 sets out the full salary scale of minimum rates of pay for full-time academic and research-only staff as defined in the Agreement. Schedule 2 sets out the salary rates for sessional staff.

21. ALLOWANCES

21.1 Allowance increases

Except for the travel allowance in sub clause 21.4 and the allowance for use of privately owned vehicles in sub clause 21.5, this Agreement provides allowance increases in accordance with sub clause 20.1. Schedule 1 sets out the allowances.

21.2 Higher Duties

Staff members temporarily performing the duties of a designated higher classified position involving a significant coordination/management role (i.e. acts in a vacant Course Coordinator, Head of School/Discipline position, Director of Centre or Executive Dean) for ten (10) or more consecutive working days, will be paid an allowance equivalent to the difference between their salary and the minimum salary of the higher classification.

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

21.3 First aid allowance

21.3.1 Staff eligible for first aid allowance will be paid per fortnight.

21.3.2 Where a staff member is designated as a First Aid Officer and the staff member agrees in writing to undertake the role of a First Aid Officer the University will:

- (a) Fund the obtaining and renewal of first aid certificates; and
- (b) Pay an allowance per fortnight in addition to the staff member's ordinary rate of pay.

21.4 Travel allowance

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

21.5 Use of privately owned vehicles

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

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

22. FLEXIBLE REMUNERATION SCHEME

- 22.1** The Flexible Remuneration Scheme is available to all ongoing and fixed-term staff members, provided that the fixed-term appointment is for a minimum period of twelve (12) months.
- 22.2** Details of the Scheme are outlined in University Policy.
- 22.3** The Scheme provides for staff members to package gross salary up to a maximum of 50% of their total employment cost, in return for non-cash benefits offered by the University. Staff members are required to meet the full cost of the provision of such benefits and associated taxation and administration costs. For the purposes of this clause, total employment cost means current gross salary, plus loadings, plus superannuation and payroll tax.
- 22.4** Allowances and/or payments not paid as part of base salary such as higher duties allowance will not be considered as part of gross salary for the purposes of flexible remuneration unless a commitment has been made by the University to provide the allowance on a continuous basis for at least twelve (12) months into the future.
- 22.5** Participation in the Scheme is voluntary and reviewed annually. Participants are encouraged to seek financial advice prior to partaking in the scheme. Those staff who choose not to seek financial advice will be required to sign a release form and submit it to the Human Resources Department.

23. SUPERANNUATION

- 23.1** The University will make and maintain contributions for eligible staff, including new staff, at the relevant level of contribution in effect at QUT at the date of approval of this Agreement, for the life of this Agreement. Where legislation requires an increase to the level of contributions, QUT will pay in line with legislative requirements.
- 23.2** Contributions will be made to the UniSuper fund for all staff, except that staff who are members of QSuper and have their University contributions directed to that fund at the commencement of this Agreement may continue to have contributions under this Agreement made to that fund.
- 23.3** During the life of this Agreement, the University will consult should any amendments occur to relevant legislation or to the Trust Deeds of the relevant funds which impact upon the funds. Consultation will occur with affected staff and the Union.

PART C – LEAVE

24. PUBLIC HOLIDAYS

All staff members, except sessional staff members, will be entitled to public holidays as gazetted annually, without loss of pay, including but not limited to:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday
- (f) Anzac Day
- (g) Labour Day
- (h) Queen's Birthday
- (i) Christmas Day
- (j) Boxing Day
- (k) Show Day, as observed for the relevant campus locations.

25. LEAVE ENTITLEMENTS

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

Part-time staff members accrue leave on a proportional basis of the full-time entitlement in the following table.

Leave type	Staff Category	Entitlement	Conditions
Recreation Leave	Ongoing and fixed-term	20 days for each 12 months of continuous service.	<ul style="list-style-type: none"> - Staff and Head of School/Discipline to plan for and discuss leave periods during Performance Planning and Review and annual work plans. Leave not taken to be carried forward to subsequent year. Maximum accrual is 40 days before a staff member may be directed to take leave. - Leave loading of 17.5 % of ordinary salary. - Leave can be taken in unbroken periods.
Sick/Carer's Leave	Ongoing and fixed-term	10 days (cumulative) per annum.	<ul style="list-style-type: none"> - Staff employed as ongoing or fixed-term for at least 12 months

Leave type	Staff Category	Entitlement	Conditions
			<p>have entitlement in advance for first year of entitlement.</p> <ul style="list-style-type: none"> - Sick/carer's leave entitlement will transfer to a further new appointment at the University provided the break in employment is not greater than 3 months. - On sick/carer's leave for more than 3 consecutive days must provide appropriate evidence.
	Sessional	No entitlement to paid sick/carer's leave.	
Long Service Leave	Ongoing and fixed-term	<p>On completion of 7 years service entitled to 6.5 days paid leave for each year of continuous service and a proportionate amount for part of an incomplete year.</p> <p>During their employment, a staff member may seek a partial cashing out of accrued long service leave in exceptional circumstances on the grounds of compassionate or financial hardship at the discretion of the Vice-Chancellor.</p>	<ul style="list-style-type: none"> - Until 31 December 2015, maximum accrual is 80 days (before a staff member is required to take leave with 12 months notice). - From 1 January 2016, maximum accrual is 70 days (before a staff member is required to take leave with 12 months notice). - Recognition of prior service subject to Policy. - Leave can be taken for a minimum period of 1 day. - A staff member who has a leave balance in excess of 70 days may elect to convert all or part of the period in excess of 70 working days to half the leave on double the pay. - May claim sick leave instead of long service leave if ill for three or more consecutive days, by submitting a medical certificate. - Can take leave at time of choosing provided 6 months notice is given, prior to leave commencing. - Applies to sessional staff who have completed 7 years continuous service. - Staff with an entitlement to accrued long service leave will be paid their entitlement upon ceasing employment at the University. - Payment of pro-rata long service leave if staff member's employment ceases as a result of voluntary or involuntary redundancy, voluntary early retirement or due to ill-health.
	Sessional	<p>Entitlement on completion of 7 years service.</p> <p>Formula: Actual Units x 0.025 x hourly rate.</p> <p>Actual units means total hours paid. Hourly rate is average of the hourly rate paid during the 12 months service prior to taking long service leave, or by request of the staff member, the average of the hourly rate paid over the 3 years prior to taking long service leave, or current ordinary hourly rate, whichever is greater.</p>	
Maternity Leave including Primary Carer Parental Leave	Ongoing and fixed-term	<p>Up to 26 weeks paid leave after 12 months service:</p> <ul style="list-style-type: none"> - 12 weeks paid maternity leave; and - 14 weeks paid primary carer parental leave. 	<ul style="list-style-type: none"> - Entitled to return to position held immediately prior to taking parental leave. - 12 weeks paid leave in special circumstances defined in Policy. - Can use accrued recreation leave or long service leave, where an

Leave type	Staff Category	Entitlement	Conditions
		<p>Up to 12 weeks paid leave between 9-12 months service:</p> <ul style="list-style-type: none"> - 6 weeks paid maternity leave; and - 6 weeks paid primary carer parental leave. <p>52 weeks unpaid parental leave, less any paid leave accessed (excluding Federal Government Paid Parental Leave).</p> <p>Nil paid leave less than 9 months service.</p>	<p>entitlement exists, in addition to parental leave.</p> <ul style="list-style-type: none"> - Where 2 staff members share the primary care of a new child, the combined leave limit for both parents to share is 52 weeks of which 26 weeks is paid leave. - Primary carer parental leave only available to staff member if they take on the primary care giver role, subject to satisfying responsibilities requirements in Policy.
	Sessionals – primary carer	52 weeks unpaid leave.	
Partner Leave including Primary Carer Parental Leave	Ongoing and fixed-term	<p>Up to 16 weeks paid leave after 12 months service:</p> <ul style="list-style-type: none"> - 10 days paid partner leave; and - 14 weeks paid primary carer parental leave. <p>Up to 7 weeks paid leave between 9-12 months service:</p> <ul style="list-style-type: none"> - 5 days paid Partner Leave; - 6 weeks paid primary carer parental leave. <p>Nil paid leave less than 9 months service.</p> <p>52 weeks unpaid parental leave, less any paid leave accessed (excluding Federal Government Paid Parental Leave).</p>	<ul style="list-style-type: none"> - Partner leave can be taken in single days. - Entitled to return to position held immediately prior to taking parental leave in accordance with Policy. - Primary carer parental leave only available to staff member if they take on the primary care giver role, subject to satisfying responsibilities requirements in Policy. - Primary carer parental leave entitlement, is reduced by any paid parental leave (excluding Federal Government Paid Parental Leave) accessed by a partner who is not a QUT staff member, in excess of 12 weeks.
	Sessionals – primary carer	52 weeks unpaid leave.	
Adoption Leave	Ongoing and fixed-term – primary carer	Up to 26 weeks paid adoption leave after 12 months service.	<ul style="list-style-type: none"> - Paid adoption leave only available to staff member if they take on the primary care giver role, subject to satisfying responsibilities requirements in Policy.
	* Partner leave as per above.	<p>Up to 12 weeks paid adoption leave between 9-12 months service.</p> <p>Nil paid adoption leave less than 9 months service.</p> <p>52 weeks unpaid parental leave, less any paid leave accessed (excluding</p>	

Leave type	Staff Category	Entitlement	Conditions
		Federal Government Paid Parental Leave).	
	Sessionals – primary carer	52 weeks unpaid leave.	
Personal Leave (including unpaid carer's leave)	Ongoing and fixed-term	7 days paid leave each 12 months.	- Non-cumulative. - Where a staff member has exhausted their personal leave they are further entitled to 2 days unpaid carer's leave per occasion.
	Sessionals	2 days unpaid carer's leave per occasion.	
Compassionate Leave	Ongoing and fixed-term	2 days paid compassionate leave per occasion.	
	Sessionals	2 days unpaid compassionate leave per occasion.	
Defence Reserve Forces Leave	Ongoing and fixed-term	Paid leave.	- Only members of Reserve Forces - In accordance with Federal Government Provisions.
Jury Service	Ongoing and fixed-term	Paid leave.	Staff can elect to take: a) unpaid leave - can retain all jury fees; or b) full pay leave jury fees must be paid to the University.
State Emergency Services Leave	Eligible staff	Paid leave.	- Only members of the State Emergency Service. - Emergency declared by authority of the <i>Disaster Management Act</i> , or at HR Director's discretion.
	All staff	Unpaid leave.	- Only members of a recognised emergency management body. - Voluntary emergency management activity or eligible community service activity (excluding jury service).
Leave Without Pay	All staff	Unpaid leave.	- Recreation leave entitlement should be used first. - At University discretion. - First 10 days recognised as service for the purpose of leave accrual.
Trade Union Leave	Ongoing and fixed-term	5 days per calendar year at ordinary rate of pay.	- Subject to work area not being unduly affected or inconvenienced. - May be used: by staff members who are members of the Union to attend union training; by trade union delegates in nominated position(s) within their Union to attend conferences associated with their position. - Two weeks notice prior to taking

Leave type	Staff Category	Entitlement	Conditions
			leave.
Aboriginal and/or Torres Strait Islander Cultural and Ceremonial Leave	Ongoing and fixed-term	3 days paid leave each 12 months.	- Available to a staff member who identifies as an Aboriginal and/or Torres Strait Islander and is accepted as such by their community as defined in clause 39. - To be used to fulfil cultural and ceremonial obligations. Non-cumulative.
	Sessionals	No entitlement to paid Aboriginal and/or Torres Strait Islander Cultural and Ceremonial Leave	

26. REDUCED WORKING YEAR SCHEME

All staff members (excluding sessional staff) are eligible to apply to their Head for agreement to work a Reduced Working Year.

Under the Reduced Working Year scheme, within a twelve (12) month period, a staff member is entitled to up to eight (8) weeks paid leave in addition to the normal four (4) weeks recreation leave, with a commensurate reduction in total salary rate for the twelve (12) months. This additional leave (up to eight (8) weeks) provided to the staff member under the Reduced Working Year scheme will not attract leave loading.

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

In the case of academic staff, the teaching load undertaken across the year will be at the appropriate proportion of that of a person in an equivalent area who is working for the full fifty-two (52) weeks.

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

PART D - OTHER CONDITIONS

27. CATEGORIES OF APPOINTMENT

This clause outlines the employment arrangements that the University may enter into with staff.

27.1 Ongoing appointment

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

27.2 Fixed-term appointment

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

The staff member will be advised in writing of the term of the appointment, the length and terms of any period of probation and the circumstance(s) by reference to which the use of a fixed-term appointment has been decided.

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

A fixed-term staff member who has a period of continuous service in a classification which has an incremental structure shall be entitled to progress through that structure as outlined in clause 19.

Prior to the expiration of a fixed-term appointment and where it is determined that the position will continue on a fixed-term basis, the University will offer the staff member a subsequent appointment to that position where the duties of the position remain substantially unchanged and the staff member has demonstrated satisfactory performance.

27.2.2 Conversion to an ongoing appointment

Prior to the expiration of a fixed-term appointment and where the University has determined that the position has ongoing funding and will continue on an ongoing basis, the University will offer a fixed-term staff member an ongoing appointment when all the following conditions are met:

- (a) the staff member is not engaged under categories 3, 6, 7, 9, or 10 as defined in sub clause 27.2.4, unless in exceptional circumstances as determined by the Authorising Officer and the Human Resources Director;
- (b) the staff member has occupied the position for a minimum period of three (3) years, or in exceptional circumstances, a lesser period as determined by the Authorising Officer and the Human Resources Director;

- (c) the position will be vacant following the expiration of the fixed-term appointment, and is not substantively occupied by another staff member;
- (d) the duties of the position remain substantially unchanged;
- (e) the staff member was initially appointed through a merit based selection process; and,
- (f) the staff member has demonstrated satisfactory performance in all areas of academic activity through Performance, Planning and Review cycles.

27.2.3 Fixed-term employment shall not be used to fill ongoing positions or undertake work that is ongoing except in the circumstances specified in categories 4, 6, 8, 9 and 10 below in sub clause 27.2.4.

27.2.4 **Fixed-term employment categories**

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

1. Specified task or project

"Specified 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.

2. External funding

"External funding" shall mean identifiable funding external to the University not being funding that is part of an operating grant from government, or funding comprised of payment of fees made by or on behalf of students.

3. Research

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

4. Replacement Staff Member

"Replacement staff member" means a staff member engaged for the purpose of replacing a staff member on leave, acting or seconded to duties away from their usual area of employment for a defined period not normally exceeding twelve (12) months.

5. Recent professional practice required

Where a curriculum in professional or vocational education requires that work be undertaken by a person who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding two (2) years.

6. Pre-retirement contract

Where a full-time or a part-time staff member declares that it is their 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 (5) years.

7. Student

Where a person is enrolled as a student at the University, a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the

description of another circumstance in this clause, provided that the work is generally related to a degree course that the student is undertaking and the work would normally be performed within the student's academic unit.

An offer of fixed-term employment:

- shall not be made on the condition that the person offered the employment enrol as a student;
- will 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; and
- shall not be used as a means of using fixed-term appointments to undertake work of an ongoing nature.

8. Uncertainty over future requirements

Where there is uncertainty over future requirements related to a formal organisational change process occurring within an area of the University, or where a new course or activity is being developed and implemented, a fixed-term contract can be used for a defined period not normally exceeding twelve (12) months within that organisational area.

9. Fill a vacancy on a temporary basis

A staff member may be employed on a fixed-term basis for a defined period not normally exceeding twelve (12) months (with the possibility of an extension for a further period or periods by agreement between the parties) to replace a staff member who has resigned or retired, where the position is pending advertisement and appointment.

10. Post-retirement

A retired, former staff member of the University whose date of cessation with the University was less than twelve (12) months prior to the date of re-engagement, and whose employment with the University did not cease due to redundancy, or retirement following participation in an Early Retirement Scheme (ERS), may be re-engaged, in the same or similar role, for a defined period not normally exceeding twelve (12) months due to a requirement for a particular skill set or level of experience.

For the purposes of this clause, a person is defined as being retired if they are eligible to access superannuation entitlements as either a lump sum or pension.

27.3 Sessional appointment

27.3.1 A sessional appointment is an appointment of a staff member by the hour and the payment of such staff member on an hourly basis that includes a twenty-five (25) per cent loading to compensate for Award and Agreement based benefits for which a sessional staff member is not eligible.

27.3.2 The definitions for sessional academic classifications, and arrangements relating to marking and assessment performed by a sessional staff member are contained in Schedule 5.

27.3.3 The University is committed to the principle that sessional employment should be complementary to and not a substitute for, the creation of ongoing and fixed-term positions. It is acknowledged however, the important role that sessional academics have in relation to the University's mission.

- 27.3.4 The University will use its best endeavours to not increase, during the life of this Agreement, the proportion of academic staff employed on a sessional basis.
- 27.3.5 The University shall provide all sessional academic staff with adequate and appropriate access to essential resources including, but not limited to, shared workstations with a telephone, computer and internet access, and reasonable access to facilities and storage space, to support the requirements of the position including student consultation.
- 27.3.6 Sessional academic staff will be provided with reasonable access to appropriate professional development opportunities as agreed by the Head of School/Discipline, and will be paid an appropriate rate for attendance at approved activities.
- 27.3.7 Sessional academic staff, or representatives, may be invited to attend relevant school/department meetings as required by the Head of School/Discipline, and will be paid an appropriate rate for attendance at approved meetings.
- 27.3.8 A sessional academic staff member's projected workload will be made clear to them before they are appointed and confirmed in writing normally prior to the commencement of teaching.
- 27.3.9 Payment for work performed by sessionals will be paid in the next available pay period, within twenty-two (22) days of a formal claim application being submitted to the pay office.

27.4 Continuing (Contingent Research Funded) Appointment

A fixed-term staff member appointed to a position(s) engaged in research-only functions, funded by contingent research funding for a period of continuous service of three (3) years or more, and who is to be, or has been, appointed to a further consecutive contract of at least twelve (12) months duration, may be employed on a Continuing (Contingent Research Funded) appointment.

"Contingent Research Funding" is limited term funding provided from external sources, but not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

Such staff members may apply for ongoing employment on the basis of a Continuing (Contingent Research Funded) Contract in accordance with Schedule 7 and no further probation shall apply.

27.5 Additional Appointment

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

28. MODES OF EMPLOYMENT

28.1 Full-time employment

Full-time employment is employment other than part-time or sessional. A staff member may be employed full-time on either an ongoing or fixed-term basis.

28.2 Part-time employment

Part-time employment is employment for a proportion of full-time employment. A staff member may be employed part-time on either an ongoing or fixed-term basis. Staff members employed on a part-time basis will receive the salary and non-salary conditions of a full-time appointment calculated on a proportional basis.

29. FLEXIBILITY AGREEMENT

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

29.2 The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the agreement if:

- (a) the arrangement is about a variation to clause 28 of this Agreement so that the staff member's mode of employment changes from part-time to full-time, or at the request of the staff member from full-time to part-time for a specified period;
- (b) the arrangement meets the genuine needs of the University and the staff member in relation to the matter mentioned in paragraph (a);
- (c) the arrangement is genuinely agreed to by the University and the staff member, without coercion or duress; and
- (d) the arrangement does not disadvantage other staff members in the workplace in relation to their terms and conditions of employment.

29.3 The University must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*;
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the staff member being better off overall than the staff member would be if no arrangement was made; and
- (d) are consistent with the University's responsibilities to provide a safe and healthy working environment.

29.4 The University must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the University and the staff member;
- (c) is signed by the University and the staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member;
- (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 staff member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement;
 - (e) states the day on which the arrangement commences; and
 - (f) does not require that any one else approve, other than the staff member and the University.
- 29.5** The University must give the staff member a fully signed copy of the individual flexibility arrangement no later than 14 days after it has been fully signed and further at any later time upon request and reasonable notice of the staff member.
- 29.6** The staff member may terminate the individual flexibility arrangement by giving written notice to the University within three (3) working days after making the individual flexibility arrangement.
- 29.7** The University or the staff member may terminate the individual flexibility arrangement:
- (a) by giving 28 days written notice to the other party to the arrangement; or
 - (b) if the University and the staff member agree in writing – at any time.
- 29.8** A staff member may be represented by the Union or other Representative of their choosing in negotiating an individual flexibility arrangement. Union officials and/or other representatives have a standing invitation by the University to access the workplace for the purposes of representing staff who have requested representation in relation to the negotiation of an individual flexibility arrangement. Such access shall include time to confer with the staff member(s), where necessary, to ensure the efficient negotiation of the arrangement.

30. COMMITTEES

30.1 Application

This section applies to the appointment of committees under clause 33 (Probation Review Committee), clause 44 (Unsatisfactory Performance Review Committee), Clause 45 (Misconduct Investigation Committee) and clause 46 (Redundancy Review Committee).

30.2 The Establishment of Committees

30.3 Where a Committee is required to be established, the Vice-Chancellor shall establish the Committee as expeditiously as possible, comprising three (3) people as follows:

- (a) a Chair, who will be jointly appointed by the Vice-Chancellor and the Union. The Chair must be external to the staff member's division or faculty and may be external to the University;
- (b) one staff member who must be external to the staff member's division or faculty; and
- (c) one staff member nominated by the Union.

30.4 Conflict of Interest

The Vice-Chancellor will establish a Committee where, having consulted with the staff member concerned, the Vice-Chancellor is reasonably satisfied that none of the proposed committee members has an actual or potential conflict of interest, having regard to the identity of the staff member and the subject matter to be considered by the Committee.

30.5 Committee Procedures

30.5.1 A Committee established pursuant to this clause may determine its own procedures, however it must act consistently with the principles set out in this clause.

30.5.2 A Committee must conduct its proceedings in private, however, it must allow the staff member and the University to be represented as required by this Agreement, and will allow the staff member or witnesses to be supported by a support person if requested.

30.6 Natural Justice

A Committee must act in accordance with the principles of natural justice, which will require the Committee to proceed in accordance with the following principles:

- (a) No committee member will serve or continue to serve if he or she is at any time in a position of actual or potential conflict of interest, and each committee member must be in a position to discharge their function as a member of the Committee free from actual or ostensible bias.
- (b) The staff member concerned will be provided with a copy of all information considered by the Committee, including any written statements or other evidence before the Committee, in a manner and at a time which allows the staff member a reasonable opportunity to understand and respond to that material.
- (c) A Committee will provide the staff member concerned or, where applicable, their Representative with a reasonable opportunity to call and to question witnesses, to present and challenge evidence, to provide a verbal or written response and/or present a submission, and to be present at all times when the Committee is interviewing witnesses, receiving oral evidence or information from any person or hearing submissions.

30.7 Record Keeping

30.7.1 A Committee must keep a complete record of proceedings. The record will include an audio recording and a transcript of oral proceedings before the Committee. Where it is impracticable to obtain both records, the record must include either an audio recording or transcript of oral proceedings. The Committee must make the record(s) available to the staff member or Vice-Chancellor upon request.

30.7.2 Following the delivery of its report, a Committee will deliver the record to the Human Resources Director, who shall maintain the record in a secure and confidential way.

30.8 How decisions are made and recorded

30.8.1 A Committee must record its decision in writing, and give reasons for its conclusions.

30.8.2 A Committee will make its decision unanimously or by majority. A dissenting member of the Committee must record their dissenting decision with reasons.

30.9 Material to be taken into account by the Committee

- 30.9.1 A Committee must take into account all information which it considers relevant to the case, including any evidence, information or response provided by the staff member concerned.
- 30.9.2 If a Committee believes there is or may be relevant information which was not provided to it during the course of the proceedings:
- (a) the Committee will advise the relevant staff member, and provide the staff member with an opportunity to provide the Committee with additional information and to make submissions in relation to the circumstances;
 - (b) the Committee may still conduct its proceedings and make its decision; but
 - (c) the Committee must, in its report, explain the circumstances and advise the impact, if any, which those circumstances had on the capacity of the Committee to make its decision.

30.10 Support for Committees

The University will provide each Committee with reasonable secretarial support, and make available premises and other support required for the Committee to discharge its functions.

31. STANDARDS OF PERFORMANCE

All determinations about appointment, probation and promotion will require demonstrated evidence of the relevant standard of performance currently in place at QUT at the date of this Agreement in respect of each of the areas of academic activity.

32. PERFORMANCE PLANNING AND REVIEW FOR ACADEMIC STAFF (PPR-AS)

The management of performance will be in accordance with the University's Policy on Performance Planning and Review for Academic Staff (PPR-AS). The principles of that Policy are:

- (a) PPR-AS applies to all academic staff employed on an ongoing or fixed-term basis (full-time or part-time) for more than twelve (12) months;
- (b) PPR-AS combines performance review, planning for staff development, incremental progression, probation, and renewal of fixed-term appointments into one integrated process;
- (c) The PPR-AS cycle will normally occur over a twelve (12) month period;
- (d) PPR-AS will be conducted by the supervisor who will normally be the Head. It is acknowledged that the Executive Dean may approve the delegation of the authority to supervise;
- (e) The supervisor will provide the staff member with feedback;

- (f) Activities or involvement in professional associations shall be recognised as contributing to the professional leadership area of achievement for all relevant purposes;
- (g) Where PPR-AS discussions result in decisions concerning annual increments, promotion, probation, renewal of fixed-term appointments, applications for Professional Development Leave or any similar matters where the Head gives a reference or assessment, the supervisor will provide the staff member with full details of their recommendations in writing as soon as practicable;
- (h) The performance management documentation remains confidential to the supervisor and the staff member. The Head will also have access to the documentation unless the Executive Dean has replaced the Head as supervisor at the staff member's request;
- (i) Any matters of disagreement between the staff member and supervisor regarding PPR-AS will be referred to the Head (if not the supervisor) or the Executive Dean of Faculty (if the Head is the supervisor). If disagreements are unable to be resolved, the staff member may refer them to the University's Grievance Resolution Procedures for Workplace Related Grievances and Bullying in the Manual of Policies and Procedures.

33. PROBATION

33.1 Ongoing appointments

A period of probation will apply to all staff members (Levels A to E) appointed to an ongoing position.

33.1.1 Confirmation of Appointment

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

33.1.2 Period of Probation

The period of probation shall be up to three (3) years. At the time of making an appointment, the Authorising Officer may waive or fix a shorter period of probation, having regard to prior service, qualifications and experience of the appointee. The period of probation will be suspended for the period of any extended leave.

The Head may recommend termination or confirmation of appointment before the end of the probation period and the staff member may apply for confirmation before the end of the probation period. Confirmation before the end of the probation period would be approved only in exceptional circumstances. In the case of either termination or confirmation of appointment before the end of the probation period, the procedures relating to the final review process under sub clause 33.1.3 will apply.

For those staff who do not report to a Head the probation assessment will be conducted by the supervisor stated in the appointment letter.

33.1.3 Probation Reviews

The staff member and the supervisor will carry out joint probation reviews as part of the annual PPR-AS process. A final review will be conducted by the supervisor before the

conclusion of the probationary period. The final review may be conducted at any time during the period of probation for the purposes of early confirmation or termination of appointment.

The outcomes of reviews will be documented in the PPR-AS activity statement. Either party may append comments additional to those contained in the activity statement. As part of the final review, the supervisor will consult with the staff member's colleagues in relation to performance during the probation period. For Levels A to C, these documents will be confidential to the supervisor and the staff member but will be made available for the purposes of the final probation review. For levels D to E, the activity statement and appended comments will be confidential to the supervisor and the staff member but will be made available to the Head of School/Discipline/Department, Executive Dean, Senior Deputy Vice-Chancellor and Vice-Chancellor for the purposes of the final probation review.

At the time of the final review, or for the purposes of early confirmation, the supervisor will recommend, where applicable:

- (a) For Levels A to C, through the Head (where the Head is not the supervisor) to the Authorising Officer, that the appointment be confirmed and the appointee offered ongoing employment or terminated; or
- (b) For Levels D to E, through the Head (where the Head is not the supervisor) and the Executive Dean to the Authorising Officer, that the appointment be confirmed and the appointee offered ongoing employment or terminated.

Where the supervisor's recommendation is to terminate the appointment, the staff member will be advised and can make a submission to the Senior Deputy Vice-Chancellor (for Levels A to C) or Vice-Chancellor (for Levels D to E), regarding the recommendation, for consideration prior to any decision being made.

If the recommendation is to confirm the appointment and the Authorising Officer approves the recommendation, then the staff member will be offered an ongoing appointment.

If the recommendation is to terminate the appointment and the Senior Deputy Vice-Chancellor (for Levels A to C), or the Vice-Chancellor, (for Levels D to E), approves the recommendation, then the staff member will be terminated.

Where employment is to be terminated, the University will provide four (4) months notice or, at its discretion, payment in lieu thereof to the staff member.

33.1.4 Review – Termination

A probationary staff member who has been served with a notice of termination from employment may seek a review of the decision. An application for review must be lodged with the Vice-Chancellor within ten (10) days of the service of notice.

The Vice-Chancellor will establish a Probation Review Committee in accordance with clause 30 which will conduct the review as expeditiously as possible.

The Committee shall have access to all relevant information, records and persons. After considering all such material, the Committee will recommend to the Senior Deputy Vice-Chancellor (for levels A to C) or to the Vice-Chancellor (for levels D to E):

- (a) that the appointment be terminated; or
- (b) confirmation and that the appointee be offered ongoing employment.

In the case of consideration of early termination of appointment, the Probation Review Committee may recommend to the Senior Deputy Vice-Chancellor (for levels A to C) or to the Vice-Chancellor (for levels D to E), that the staff member's appointment continue on a probationary basis for the remainder of the term of the probation period. In such cases, the staff member would be counselled and probation reviews would be conducted in accordance with this clause.

The staff member shall be advised in writing of the Committee's decision. The final decision on probation review will be made by the Senior Deputy Vice-Chancellor for levels A to C and by the Vice-Chancellor for levels D to E.

33.2 Fixed-term appointments

33.2.1 A period of probation will apply to staff employed on their first fixed-term appointment having regard to the period of fixed-term employment and the nature of the work.

Period of fixed-term appointment	Period of Probation
More than 6 months and up to 1 year	1 – 3 months
More than 1 year and up to 3 years	6 – 9 months
More than 3 years	12 months

A supervisor may seek approval from the Authorising Officer for the period of probation to be waived, in which case the appointment will be confirmed on commencement.

Any second or subsequent fixed-term appointment in the same or substantially similar position will not contain a probationary period unless there has been a break of more than three months between appointments.

33.2.2 Probation reviews

It is recognised that the PPR-AS cycle for staff on probation will take into account the period of probation but will otherwise be consistent with the PPR-AS process.

The staff member and supervisor will conduct discussions at intervals during the period of probation. These discussions will inform the probationary review which will be conducted before the conclusion of the probationary period.

The outcomes of reviews will be documented in the PPR-AS activity statement, where appropriate. Either party may append comments additional to those contained in the activity statement. These documents will be confidential to the supervisor and the staff member but will be made available for the purposes of the final probation review.

At the time of the probation review, the supervisor will recommend, through the Head (where the supervisor is not the Head), to the Authorising Officer that the appointment be:

- (a) confirmed and the appointee will continue in their fixed-term employment; or
- (b) terminated.

The final decision on probation will be made by the Authorising Officer.

Where employment is to be terminated, the University will provide three (3) weeks notice or, at its discretion, payment in lieu thereof to the staff member.

The staff member will be provided with a copy of the recommendation from the final probation review with the written notification of the outcome of the probation review.

- 33.2.3 Despite any other provision of this sub clause 33.2, the University may at any time during the probation period confirm or terminate the employment of a probationary staff member.

34. AVAILABILITY

In ensuring that the needs of the University and of students are effectively met, staff will spend most of their working time at the University. Heads can expect staff to be available during the University's normal operating hours for consultation and meetings concerning teaching, research, service and the organisation.

Whilst travel and off-campus work are normal for many academic staff the University and its campuses will remain the focal point of each staff member's professional life. Staff will regularly advise their Head of their general activities and be contactable during these times.

35. WORKLOADS AND ALLOCATION OF WORK

35.1 Academic Work

Academic work comprises academic leadership, teaching performance and leadership, research, scholarship, creative activity, professional practice, commercialisation activity, service/engagement, administration, and professional leadership. Academic staff (except sessionals) will be provided with adequate and appropriate opportunities to perform in relevant areas of this work.

The objective of this clause is to ensure that the workloads of all academic staff are fair, reasonable, distributed equitably, and take adequate account of a realistic amount of time required to perform work and the changing circumstances in which they work.

Whilst hours of work for academic staff are not prescribed, there are limits set out in this clause on the amount of work that academic staff can be required to undertake or be allocated.

35.2 Allocation of Work

Work will be allocated according to this clause and a University-wide Framework for Academic Workload.

Each school or faculty will have School/Faculty Workload Guidelines which will be consistent with the principles in this clause and the requirements set out in the University-wide Framework for Academic Workload. The University will consult with the Union prior to any proposed changes to the Framework.

School/Faculty Workload Guidelines will be developed and reviewed as appropriate through consultation between the Executive Dean/Head of School/Discipline or equivalent and staff. The consultation will include but not be confined to a meeting to which all academic staff of the school/faculty are invited. The Executive Dean, in consultation with the Human Resources Director will consider the Guideline's compliance with this clause and the Framework, before any Guideline is implemented. The Human Resources Director will consult with the Union on draft Workload Guidelines where there are significant changes proposed.

School/Faculty Workload Guidelines shall indicate the comparative contribution of each of the major activities to meeting the school/faculty requirements across the year and should be applied consistently over time unless there are reasonable grounds for review such as major curricula changes or the development of a new research centre.

Factors to be included, as relevant, in the School/Faculty Workload Guidelines are contained in the University-wide Framework for Academic Workload.

Following approval of this Agreement, all School/Faculty Workload Guidelines will be reviewed and revised in accordance with this clause by no later than 31 December 2015. Until completion of this process, the University-wide Framework will not be changed, unless by agreement.

35.3 Workloads of Individual staff

The duties (including all relevant areas of academic work) of each academic staff member over a relevant period (usually a year) will be determined by the Head following adequate and proper consultation with that staff member.

Discussion on career development and workload will form part of PPR-AS discussions.

A staff member may discuss and request variations to their workload allocation prior to the workload allocation of the school being finalised.

In allocating workload the Head will make reasonable efforts to ensure that:

- (a) allocations reflect a realistic amount of time to perform work at the relevant standard;
- (b) staff members do not have an unreasonable workload taking account of the total quantum of workload for each individual over the year and the definition of reasonable workload;
- (c) workloads and timetabling of teaching, including evening and weekend work, are distributed equitably amongst staff;
- (d) staff members have the opportunity to demonstrate performance which may lead to promotion;
- (e) staff members can participate in, develop and balance their expertise in all the relevant academic areas but need not undertake duties in all of these areas in any one year;
- (f) appropriate recognition is given to all expected activities, some of which may not easily be measurable or quantifiable;
- (g) the importance of a work and life balance, and leave planning is recognised;
- (h) the average allocated workload of a school does not increase from year to year taking account of the staffing levels and work practices of the school; and
- (i) professorial staff maintain direct teaching contact, particularly with undergraduate and/or postgraduate students.

35.4 Reasonable workload

The School/Faculty Workload Guidelines must provide that each staff member can complete their allocated workload working within an indicative average of five (5) days

per week across forty-six (46) working weeks (fifty-two (52) weeks less four (4) weeks recreation leave and ten (10) days of public holidays).

An unreasonable workload would be where a staff member is not able to complete their allocated work within an average of five (5) days per week across forty-six (46) working weeks in a year and/or is regularly required to work an average of more than 37.5 hours per week over an extended period.

35.5 Workload Review

In the first instance, staff should raise any concerns regarding workload or their proposed work allocation with their supervisor. Options and strategies to vary workload should be discussed and where agreed implemented and monitored.

Where discussions with the supervisor fail to resolve workload concerns, the staff member(s) or the Union may raise the matter with the Human Resources Director seeking a workload review. Following consultation with the relevant Executive Dean and Head, the Human Resources Director will establish a workload review where there are reasonable grounds for doing so.

The review will be conducted by a nominee of the Senior Deputy Vice-Chancellor and a nominee of the Union.

The reviewers will provide a report containing findings and, where appropriate, recommendations to resolve workload concerns to the Human Resources Director. A copy of the report will be provided to the relevant parties to the review. The Human Resources Director will provide advice to the Senior Deputy Vice-Chancellor who will then forward their written decision to all relevant parties and where appropriate, make recommendations to resolve the matter.

A dispute about issues in this clause, other than one relating to implementation, cannot be referred to Fair Work Commission.

36. SUMMER PROGRAM

Where the University conducts summer programs for accredited courses the following apply:

- (a) participation of academic staff in summer program teaching will be by mutual agreement between the staff member and the Head;
- (b) where the staff member has agreed to undertake summer program teaching, their teaching workload for the year or such other period as may be agreed (which would normally be not longer than eighteen (18) months), will be no greater than a teaching workload undertaken over the same period without any summer program teaching. This will be achieved in one of the following ways:
 - (i) the staff member and the Head will agree that the staff member has no teaching duties in the semester either preceding or following the summer semester; or
 - (ii) the staff member and the Head will agree that the staff member will work in three (3) semesters in the calendar year and agree to the allocation and distribution of their teaching workload to ensure it is no greater than if they taught in two (2) semesters only; or

- (iii) as otherwise agreed.
- (c) in reaching agreement under sub clauses 36(b)(i) and (ii) above, the Head will ensure that:
 - (i) staff who teach in the summer program will normally have at least one (1) week free of teaching and marking between the previous or following semester and the summer program;
 - (ii) staff teaching in a summer program will be able to take at least twenty (20) consecutive days as recreation leave during a preceding or following semester.

37. WORKING OVERSEAS

Working overseas will be voluntary unless it is part of the duties of the position for which the staff member applied or there are exceptional circumstances. Overseas work is considered as part of a staff member's normal workload and is considered when determining a staff member's workload allocation.

Where, for personal circumstances, it is difficult for a staff member to work overseas, the staff member will discuss such difficulties with their supervisor. The supervisor will not require the staff member to work overseas where it would be unreasonable given the staff member's circumstances. A staff member may decline travel to areas they feel may be unsafe without disadvantage. While working overseas a staff member's conditions of work will be reasonable and comparable to their usual employment arrangements in Australia.

38. INTELLECTUAL AND ACADEMIC FREEDOM

- 38.1** Guarantees of intellectual and academic freedom are essential to the proper functioning of a University culture. The rights of academic freedom that will be recognised and protected, include the rights to:
- (a) pursue critical and open inquiry;
 - (b) participate in public debates and express opinions about issues and ideas related to their field of expertise;
 - (c) participate in established decision making structures and processes within the University; and
 - (d) participate in professional and representative bodies, including trade unions.
- 38.2** In the first instance any alleged limitation of these rights will be dealt with under the Grievance Resolution Procedures for Workplace Related Grievances and Bullying in the Manual of Policies and Procedures.
- 38.3** Academic staff members have the right to express unpopular or controversial views, but this does not mean that they have a right to harass, vilify, defame or intimidate.

39. INDIGENOUS EMPLOYMENT

39.1 Definition

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

39.3 Employment Strategy

39.3.1 Principles

39.3.2 The University is committed to the objective of increasing employment of Indigenous Australians at the University. The University aspires to increase the workforce participation of Indigenous Australians to 1.7% as articulated in QUT's *Blueprint*.

Consistent with this aspiration, the QUT Indigenous Strategy aims to maximise the employment of Indigenous Australians.

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

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

39.3.3 Objectives

The Strategy includes measures to increase Indigenous employment and participation at all levels of work activity throughout the University and is guided by the employment target reflective of relevant demographic data, as revised and specified within the current strategy.

Measures will include:

- (a) Identification of positions for which being an Indigenous Australian is a genuine occupational qualification.
- (b) Designation of positions which offer genuine developmental opportunities to Indigenous staff.
- (c) Facilitating and encouraging the direct involvement of Indigenous staff in determining their own career strategies, goals and objectives.

- (d) Maximising career development for current and new Indigenous staff in order to enhance the experience of University operations.
- (e) Ensuring that management and staff are provided with opportunities to receive appropriate training and exposure to Indigenous knowledge and culture.
- (f) Progress towards the target for Indigenous employment can be raised through the ACC.

39.3.4 **Indigenous Employment Reference Group**

The Reference Group will include the Senior Deputy Vice-Chancellor, and a total of one (1) nominee from the NTEU and one (1) nominee from the Unions covered by the Queensland University of Technology Enterprise Agreement (Academic Staff) 2014-2017, a University senior manager (nominated by the Senior Deputy Vice-Chancellor), the Human Resources Director or nominee, the Oodgeroo Unit Director, the Indigenous Employment Coordinator, an Indigenous staff member (Oodgeroo Unit) elected by Oodgeroo staff, an Indigenous staff member (non-Oodgeroo Unit) elected by Indigenous staff outside the Oodgeroo Unit, an Indigenous staff member from the Indigenous Studies Research Network (ISRN) elected by the Indigenous staff from the ISRN and a senior staff member from a Division, nominated by the Reference Group.

The Reference Group will recommend actions and strategies to the Senior Deputy Vice-Chancellor and provide a six-monthly report to the Consultative Committees.

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

39.3.5 **Oodgeroo Unit**

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

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

39.3.6 **Employment of Non-Indigenous Staff in Identified positions**

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

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

39.3.7 **Language Allowance**

The Authorising Officer will approve the payment of a language allowance to eligible Indigenous staff. Where an Indigenous staff member uses an Indigenous language in performing their work they will be paid a language allowance as outlined in Schedule 1.

39.3.8 Cultural and Ceremonial Leave

An Indigenous Australian staff member (excluding sessional staff) may be granted up to three (3) days non-cumulative Aboriginal and/or Torres Strait Islander Cultural and Ceremonial Leave in a 12 month period to fulfil ceremonial or cultural obligations to comply with traditional customs and laws. Part-time staff are granted this Leave on a proportional basis.

Where this Leave is exhausted, leave additional to the entitlement may be granted under Personal Leave (clause 25).

40. CODE OF CONDUCT

In the event that any staff member believes that another staff member (including a supervisor) is in breach of the University's Code of Conduct, the staff member may refer their concerns to the relevant officer for handling that type of issue or may refer the matter to the University Registrar.

41. WORKPLACE BULLYING AND GRIEVANCE PROCEDURES

QUT is committed to ensuring a harmonious, fair and just working and learning environment, and to the elimination of any workplace bullying at the University.

The Grievance Resolution Procedures for Workplace Related Grievances and Bullying ensure that staff have access to processes that allow for grievances, disputes and complaints to be resolved. The University is committed to ensuring the Policy and guidelines are implemented.

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

42. TERMINATION OF EMPLOYMENT ON MEDICAL GROUNDS

42.1 The procedures outlined in this clause apply to all staff members other than sessional staff.

42.2 Process

42.2.1 The Vice-Chancellor may require, in writing and by providing two (2) months notice, any staff member whose capacity to perform their duties is in doubt to undergo a medical examination by a medical practitioner chosen and paid for by the University. At this time, the University will offer advice to the staff member on their options regarding retirement or temporary incapacity pursuant to the rules of the relevant superannuation fund.

42.2.2 Where the staff member elects to apply to the staff member's superannuation fund, prior to the expiry of the period of notice, for permanent disablement or temporary incapacity benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under sub clause 42.2.1 will lapse and no further action will, subject to sub clause 42.2.3, be taken by the Vice-Chancellor under this clause.

- 42.2.3 Where the superannuation fund decides that the staff member, following a period of receipt of temporary incapacity benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed in accordance with this clause without further recourse to the provisions of sub clause 42.2.2.
- 42.2.4 A copy of the medical report made by the medical practitioner under sub clause 42.2.1 will be made available to the Vice-Chancellor and to the staff member.
- 42.2.5 If the medical examination reveals that the staff member 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 Vice-Chancellor may, subject to sub clause 42.2.6, terminate the employment of the staff member in accordance with the relevant notice period outlined in sub clause 42.2.11. Prior to taking action to terminate the employment of a staff member, the Vice-Chancellor may offer the staff member the opportunity to submit a resignation and where submitted, it will be accepted and no action taken to proceed with termination.
- 42.2.6 A staff member (or person acting on their behalf) may request within fourteen (14) days of the medical report being made available to the staff member, that the findings of the medical examination referred to in sub clause 42.2.5 be confirmed by a panel of medical practitioners or by an independent specialist in accordance with sub clause 42.2.7 below.
- 42.2.7 If such a request is received, the Vice-Chancellor will not terminate the employment of the staff member unless and until the findings of the report are confirmed by;
- (a) a panel consisting of three medical practitioners as follows :
 - (i) One (1) medical practitioner appointed by the University;
 - (ii) One (1) medical practitioner appointed by the staff member or a person acting on their behalf; and
 - (iii) One (1) medical practitioner appointed by the President of the Queensland Branch of the Australian Medical Association;
 - Or
 - (b) An independent specialist, agreed to between the University and the staff member or where the staff member requests a Representative as defined in sub clause 6.14.
- 42.2.8 This panel or an independent specialist will not include the practitioner who made the initial report. Every effort will be made to appoint the panel no later than seven (7) days from the staff member's request being received by the Vice-Chancellor.
- 42.2.9 In making an assessment as to whether or not a staff member is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner, panel of medical practitioners, or independent specialist, as far as possible, will apply the same definitions of permanent disablement as contained in the trust deeds of the staff member's superannuation scheme, if any, in determining qualification of a disablement pension or other similar benefit.

- 42.2.10 The Vice-Chancellor may construe a failure by a staff member to undergo a medical examination in accordance with these procedures within three (3) months of a written notification to do so as establishing that such a medical examination would have found that the staff member is unable to perform their duties and is unlikely to be able to resume them within twelve (12) months. In such circumstances, the Vice-Chancellor may act accordingly provided that such a refusal by a staff member in these circumstances will not constitute misconduct or serious misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.
- 42.2.11 For the purpose of sub clause 42.2.5, the University will provide a period of notice of six (6) months. Payment in lieu of the notice prescribed above may be made by agreement between the staff member and the University.

43. NOTICE OF TERMINATION

43.1 Notice and Circumstances of termination by the University

43.1.1 The University may only terminate the employment of a staff member appointed to ongoing or fixed-term positions under the following circumstances and in accordance with the provisions of this Agreement:

- (a) voluntary and involuntary redundancy;
- (b) termination of employment as a result of Disciplinary Action for either unsatisfactory performance or Serious Misconduct;
- (c) termination on medical grounds; and
- (d) termination during or at the end of the period of probation.

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

43.1.2 The University is required to provide sessional staff members with two (2) weeks notice of termination of employment.

43.2 Notice of termination by a staff member

43.2.1 Staff members appointed to ongoing or fixed-term positions are required to give a minimum of four (4) months notice of termination unless a staff member's contract of employment specifies a different period of notice. At its discretion, the University may accept a shorter period of notice.

At the discretion of the Vice-Chancellor, payment may be made in lieu of any or all of the required period of notice.

If a staff member fails to give the required notice, the University may withhold and debit monies due to the staff member or take legal action to recover monies, to a maximum amount equal to the pay for the period of notice which should have been given.

43.2.2 Sessional staff members are required to give two (2) weeks notice of termination of employment unless the University agrees to accept a shorter period of notice.

43.3 Expiration of a fixed-term appointment

43.3.1 Notice of renewal or non-renewal

A staff member appointed to a fixed-term appointment as described in category 1, 2, 3, 5 or 8 in sub clause 27.2.4 will be provided with the following written notice of the intention to renew or not renew the appointment:

Period of continuous service	Period of notice
less than 1 year	2 weeks
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years or over	4 weeks

In addition to this notice, a staff member over the age of 45 years at the time of the giving of notice and with not less than two (2) years continuous service shall be entitled to an additional week's notice.

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

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

43.3.2 Severance pay

- (a) Severance pay will be payable for continuous service under the following conditions:
 - (i) a staff member on a fixed-term appointment in category 1, 2, 3, 5, or 8 in sub clause 27.2.5; and
 - (ii) the staff member's appointment is not renewed because:
 - a) in the case of a staff member on a second or subsequent fixed-term appointment, the same or substantially similar duties are no longer required by the University; or
 - b) the duties continue to be required but another person has been appointed, or is to be appointed, to undertake the same or substantially similar duties; and
 - (iii) when the staff member seeks to continue the employment; and
 - (iv) when there is no further offer of employment for a reasonably related appointment.

- (b) Staff eligible for severance pay in accordance with sub clause 43.3.2(a)(i) to (iv) above will be entitled to the following amount of severance pay in respect of continuous service:

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

- (c) The University may defer the payment of severance pay for a maximum of four (4) weeks after the expiry of a staff member's fixed-term appointment under the following circumstances:
- (i) where the University may offer further reasonably related employment within six (6) weeks of the expiry of the staff member's fixed-term appointment; and
 - (ii) where the staff member is advised of this in writing.
- (d) For the purposes of sub clause 43.3, breaks between appointments of up to two (2) times per year and of up to six (6) weeks in total will not constitute breaks in service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for purposes of this sub clause.

44. MANAGING UNSATISFACTORY PERFORMANCE

44.1 Application

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

- 44.2** When a supervisor identifies the performance of a staff member as unsatisfactory every effort must be made to resolve performance issues through guidance, counselling, appropriate academic staff development, and/or appropriate work allocation. Disciplinary Action should be used as a last resort.

This process may occur as part of PPR-AS. The PPR-AS activity statement can be used to inform the process for managing unsatisfactory performance. A record of discussions will be kept and supplied to the staff member.

- 44.3** A staff member is entitled to be represented throughout this process by a Representative as defined in sub clause 6.14.

- 44.4** When following efforts to resolve unsatisfactory performance through appropriate measures outlined in sub clause 44.2, a supervisor believes the performance of a staff member continues to be unsatisfactory, the supervisor:

- (a) will discuss with the staff member the nature of the improvement required and the time within which improvement is expected. The review period will normally be up to six (6) months.

- (b) where appropriate, direct the staff member to undertake a course of professional development or other appropriate programs designed to assist in improving performance.
- (c) may consult with the staff member's colleagues about the performance matters and will advise the staff member prior to such consultation taking place.
- (d) will provide regular feedback to the staff member on their progress and, where appropriate, provide any further support to assist in improving performance.

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

44.5 Where following the review period, the performance of the staff member is deemed by the supervisor as being no longer unsatisfactory, the staff member will be advised in writing and no further action will be taken under these procedures.

Where the supervisor believes that the performance of the staff member continues to be unsatisfactory, the supervisor will make a formal report to the Senior Deputy Vice-Chancellor, through the Executive Dean and the Human Resources Director. The report will state clearly the aspects of performance seen as unsatisfactory, the record of attempts to remedy the problem, and the recommended disciplinary action.

44.6 The supervisor will provide the staff member with a copy of the report at the time it is submitted. The staff member will be entitled to ten (10) working days from the receipt of the supervisor's report to submit a written response to the Senior Deputy Vice-Chancellor.

44.7 Upon receipt of the supervisor's report and any written response from the staff member, the Senior Deputy Vice-Chancellor will first be satisfied that:

- (a) the performance standards expected by the supervisor are reasonable;
- (b) appropriate steps have been taken to bring the unsatisfactory nature of the performance to the staff member's attention;
- (c) adequate opportunity to respond to the supervisor's report was given to the staff member;
- (d) the response was given due and proper consideration;
- (e) a reasonable opportunity has been provided to remedy the unsatisfactory performance.

44.8 The Senior Deputy Vice-Chancellor will then decide to:

- (a) take no further action; or
- (b) refer the matter back to the supervisor to ensure the matters in sub clause 44.7 have been complied with; or
- (c) recommend to the Vice-Chancellor that Disciplinary Action be taken in accordance with sub clause 6.5.

44.9 The Senior Deputy Vice-Chancellor will advise the staff member in writing of any decision made in accordance with sub clause 44.8.

- 44.10** Where disciplinary action has been recommended, the staff member may advise the Senior Deputy Vice-Chancellor within ten (10) working days if they wish to refer the matter to an Unsatisfactory Performance Review Committee.
- 44.11** Where the staff member elects to have the matter referred to an Unsatisfactory Performance Review Committee, the Vice-Chancellor will establish a Committee in accordance with clause 30.
- 44.12** Where the staff member does not elect to have the matter referred to a Review Committee, the Vice-Chancellor will consider the recommendation of the Senior Deputy Vice-Chancellor and may take disciplinary action consistent with sub clause 6.5. The Vice-Chancellor will advise the staff member in writing of any decision made and such decision will take effect no earlier than five (5) working days from the date of the Vice-Chancellor's written advice.
- 44.13** Where a matter is referred to the Unsatisfactory Performance Review Committee:
- (a) the Committee shall operate in accordance with clause 30 and will, unless otherwise agreed, report its findings to the Vice-Chancellor as expeditiously as possible and within thirty (30) days of the Review Committee being established.
 - (b) the staff member and the University are entitled to be represented in proceedings before the Review Committee by a relevant Representative as defined in sub clause 6.14.
- 44.14** The Review Committee will provide a written report to the staff member and the Vice-Chancellor containing its findings on:
- (a) whether the procedures outlined in sub clauses 44.4 to 44.8 have been followed; and/or
 - (b) the appropriateness of the disciplinary action recommended by the Senior Deputy Vice-Chancellor.
- 44.15** Following consideration of the report of the Review Committee (which will not be binding on the Vice-Chancellor) the Vice-Chancellor will either:
- (a) advise the staff member in writing that they are satisfied that there has been no unsatisfactory performance; or
 - (b) take Disciplinary Action and decide what that Disciplinary Action will be.
- 44.16** The Vice-Chancellor will advise the staff member in writing of any decision made and such decision will take effect no earlier than five (5) working days from the date of the Vice-Chancellor's written advice.
- 44.17** Nothing in this clause prevents or affects the procedures for the denial of an increment as referred to in clause 19.
- 44.18** Nothing in this clause prevents the Vice-Chancellor on the Vice-Chancellor's own motion referring a question of possible unsatisfactory performance to a supervisor for appropriate action.

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

45. DISCIPLINARY ACTION FOR MISCONDUCT AND SERIOUS MISCONDUCT

45.1 Application

This clause applies to all ongoing and fixed-term staff members, engaged for six (6) months or more.

45.2 Procedures

45.2.1 Before the Vice-Chancellor takes Disciplinary Action against a staff member for conduct amounting to Misconduct or Serious Misconduct, the Vice-Chancellor must take the steps in this clause, except that, where a matter which may involve Misconduct or Serious Misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under clause 44 the procedures in this clause are not required.

45.2.2 If at any time the Vice-Chancellor becomes aware that there has been a failure to follow procedures required by the Vice-Chancellor or the MIC in relation to this clause, then:

- (a) the Vice-Chancellor must advise the staff member concerned of the failure, including the steps proposed to be taken pursuant to this clause, and invite the staff member's response to that proposal;
- (b) the Vice-Chancellor must take any steps available to remedy the failure or reduce its impact, taking into account any response received from the staff member;
- (c) the Vice-Chancellor must take into account the effect (if any) of the non-compliance when making a decision which affects the interests of the staff member.

45.2.3 A failure to follow procedure which is of a minor nature and does not materially prejudice the staff member or have a genuine capacity to lead to a wrong or unfair outcome does not of itself invalidate a disciplinary process as long as the Vice-Chancellor has complied with sub clause 45.2.2.

45.3 Allegations

If the Vice-Chancellor has information that a staff member may have engaged in Misconduct or Serious Misconduct, the Vice-Chancellor will:

- (a) notify the staff member in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegations and to properly consider and respond to them; and
- (b) require the staff member to submit a written response to the allegations within ten (10) working days of the date of receipt of the written allegations.

45.4 Suspension

- 45.4.1 At the time of notifying the staff member in accordance with sub clause 45.3 if the Vice-Chancellor is of the view that the alleged conduct is such that it would be unreasonable to require the University to continue the staff member's attendance at work pending investigation of the allegations in accordance with the procedure outlined in this clause, the Vice-Chancellor may suspend the staff member with or without pay.
- 45.4.2 Where suspension without pay occurs:
- (a) the staff member can draw on any recreation leave or long service leave entitlements for the duration of the suspension without pay; and
 - (b) the Vice-Chancellor may at any time direct that salary be paid on the grounds of hardship.
- 45.4.3 During any period of suspension, the staff member may be excluded from the University, provided that the staff member will be permitted reasonable access to the University for the preparation of their case and to collect personal property.
- 45.4.4 If the staff member is for any period suspended without pay, then, following the process required by this clause:
- (a) if the Vice-Chancellor concludes that the staff member has not engaged in Misconduct or Serious Misconduct, the staff member will be reimbursed any lost salary;
 - (b) if the Vice-Chancellor is satisfied that the staff member has engaged in misconduct or serious misconduct but decides to impose no Disciplinary Action, the Vice-Chancellor may, in their discretion, determine whether or not the staff member should be reimbursed for lost salary.

45.5 Response

- 45.5.1 If, having considered the staff member's response, the Vice-Chancellor is of the view that there has been no Misconduct or Serious Misconduct, they will immediately advise the staff member in writing and will, at the request of the staff member, publish the advice in an appropriate manner.
- 45.5.2 If the staff member does not respond to the allegations, and the Vice-Chancellor has confirmed that the staff member received the allegations and was in a position to respond then the Vice-Chancellor may:
- (a) decide to take no further action;
 - (b) counsel or censure the staff member in relation to the conduct in question and take no further action; or
 - (c) refer the matter to the Misconduct Investigation Committee.
- 45.5.3 If the staff member wholly or partly admits one or more of the allegations in their response, and the Vice-Chancellor is of the view that the admitted allegations constitute Misconduct or Serious Misconduct, the Vice-Chancellor may:
- (a) proceed on the basis only of the admitted allegations and advise the staff member in writing of their decision in relation to Disciplinary Action; or

- (b) refer the allegations which have not been admitted to a Misconduct Investigation Committee.

45.5.4 If the staff member denies all of the allegations then the Vice-Chancellor may:

- (a) decide to take no further action;
- (b) counsel or censure the staff member in relation to the conduct in question and take no further action; or
- (c) refer the matter to the Misconduct Investigation Committee.

45.6 Misconduct Investigation Committee

45.6.1 How an MIC is constituted

The Vice-Chancellor must convene an MIC in accordance with clause 30 of this Agreement.

45.6.2 Role of MIC

The MIC's role is to:

- (a) Determine the facts relating to the alleged Misconduct / Serious Misconduct including any mitigating circumstances.
- (b) Provide the Vice-Chancellor and the staff member with a written report setting out findings on:
 - (i) which allegations are substantiated, and which allegations are not substantiated, including written reasons for each conclusion;
 - (ii) whether, from the material considered by the MIC, there are any mitigating circumstances which the Vice-Chancellor should take into account in making any decision in relation to Disciplinary Action; and
 - (iii) whether the staff member has engaged in Misconduct or Serious Misconduct.

45.6.3 MIC procedure

When allegations are referred to an MIC:

- (a) The MIC will be provided with all relevant material as expeditiously as possible including a copy of the written allegations, a copy of any written response to the allegations by the staff member and a copy of any written material considered by the Vice-Chancellor in making their decision pursuant to sub clause 45.3.
- (b) The MIC will provide a recommendation to the Vice-Chancellor as to whether suspension without pay should continue and whether the nature of the suspension be amended to one with pay from the date on which the suspension took effect. Any change to the suspension without pay in this regard will be at the discretion of the Vice-Chancellor.
- (c) The MIC will discharge its role in accordance with clause 30 of this Agreement, however in determining its procedures pursuant to sub clause 30.5:

- (i) must consider whether it would be oppressive or unreasonable for the staff member to be permitted to directly cross examine a complainant or other witness, having regard to the nature of the allegations, the identity and relative status of the complainant or other witness and the staff member and any other relevant consideration;
 - (ii) if it believes there are reasonable grounds for concern in this regard, may make directions in relation to cross examination which address the concern, which may include a direction that the staff member must appoint an independent representative to conduct all or part of the staff member's cross examination before the MIC.
- (d) The MIC will complete its role as expeditiously as possible, and will unless exceptional circumstances exist provide its report to the Vice-Chancellor within thirty (30) days of the MIC receiving from the Vice-Chancellor the information and material pursuant to sub clause 45.6.3(a).

45.6.4 Representation

The staff member and the University are entitled to be represented in proceedings before the MIC by a Representative as defined in this Agreement.

45.6.5 How the MIC reaches its decision

The MIC may make and record decisions as follows:

- (a) A finding of a majority of an MIC is a finding of the MIC.
- (b) If the MIC makes a finding in relation to any fact by majority, the MIC member who holds a minority view shall include in the report to the Vice-Chancellor the reasons for their minority view.

45.7 Vice-Chancellor's Decision

45.7.1 Upon receiving the MIC's report, the Vice-Chancellor:

- (a) must have regard to the MIC report, however is not bound by the report or its findings;
- (b) must take into account any mitigating factors set out in the report;
- (c) may, if they are satisfied that Misconduct or Serious Misconduct has occurred, determine to impose Disciplinary Action;
- (d) shall advise the staff member in writing of their decision, including the nature of any Disciplinary Action with reasons for the decision and any Disciplinary Action; and
- (e) may, at the request of the staff member, publish the decision in an appropriate manner.

45.7.2 Before imposing Disciplinary Action, the Vice-Chancellor will advise the staff member of their preliminary decision in relation to Disciplinary Action, unless exceptional circumstances render this unnecessary. Where advised, the staff member will be allowed an opportunity to respond, limited to the issue of whether the Disciplinary Action should be imposed, and if so, what the nature of the Disciplinary Action should be.

45.7.3 The Vice-Chancellor's decision and actions taken pursuant to that decision will be final, except that nothing in this clause will be construed as excluding the jurisdiction of any court or tribunal.

45.8 Confidentiality

Proceedings pursuant to this clause are confidential and must not be disclosed outside of the University by the Vice-Chancellor, the staff member or any other University staff member. This does not prevent disclosure of information to any party's advisors or anyone who reasonably needs to be advised of that information, as long as the recipients are also advised to maintain similar confidentiality.

46. VOLUNTARY AND INVOLUNTARY REDUNDANCY

46.1 Application

This clause applies to staff members employed on an ongoing or fixed-term basis (excluding pre-retirement fixed-term appointment and contingent research funded fixed-term appointment).

Positions may become surplus to the University's requirements for reasons of an economic, technological, structural or similar nature, including:

- (a) a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
- (b) a decision to cease offering or to vary the academic context of any course or subject or combination or mix of courses or subjects conducted on one or more campuses;
- (c) financial exigency within an organisational unit or cost centre; or
- (d) changes in technology or work methods.

Where positions are identified as surplus to requirements, the following steps will apply.

46.2 Step 1 – Voluntary Redundancy

46.2.1 Where the University identifies a need to achieve staff reductions, the Vice-Chancellor (or nominee) will call for applications from staff members interested in voluntary redundancy.

46.2.2 Applications will be sought from staff members in areas identified in the implementation plan as outlined in clause 11.

46.2.3 The call for applications will be made in writing and will include the timelines relevant to the process for receipt, consideration and approval of applications, and final termination date for approved applicants (subject to sub clause 46.2.3(d) below). For voluntary redundancy the process will take up to six (6) weeks to complete unless a lesser period is agreed and will involve the following:

- (a) A staff member may make application.
- (b) The Vice-Chancellor has the discretion to accept or reject any staff member's application in accordance with the objective criteria in the implementation plan.

- (c) The staff member will be informed that either the application is accepted, or will be provided with reasons for not accepting an application.
- (d) Where an application is accepted by the Vice-Chancellor, consultation will occur as soon as possible between the staff member and the Authorising Officer to determine a termination date.

46.2.4 Staff whose applications for voluntary redundancy are approved will receive the benefits for voluntary redundancy as outlined in sub clause 46.5.1 payable in the next available pay run following the date of termination of employment.

46.3 Step 2 – Involuntary Redundancy

46.3.1 Where the voluntary measures do not achieve the appropriate staff reductions as set out in the implementation plan, the University may identify specific positions as surplus.

46.3.2 Following the identification of these positions the following process will occur:

- (a) The University will hold discussions with the staff member(s) directly affected and the Union. The discussions will take place as soon as practicable after the University has made a decision to declare the position(s) redundant and will cover the following:
 - (i) the reasons for the position(s) becoming surplus;
 - (ii) measures to avoid or minimise the redundancies including the feasibility of alternative employment arrangements such as part-time employment and job share; and
 - (iii) measures to mitigate any adverse effects on the staff member(s) concerned.

All relevant information and data will be provided to staff and the Union to assist in the consultations.

(b) Following these discussions and investigation of alternative employment arrangements, the Vice-Chancellor may formally notify the staff member(s) that the position they occupy is surplus to the University's requirements. A staff member who applied for voluntary redundancy and whose application was rejected cannot be made redundant under the arrangements for involuntary redundancy.

(c) Within ten (10) working days of notification, the staff member may elect one of the following options and notify the Vice-Chancellor in writing:

- (i) agree to the redundancy and consult with the Authorising Officer as soon as possible to determine a termination date; or
- (ii) seek redeployment in accordance with the relevant provisions of the University's Policy on Redeployment; or
- (iii) seek review of decision to terminate.

46.3.3 Staff who accept involuntary redundancy will receive the benefits for involuntary redundancy as outlined in sub clause 46.5.1 payable in the next available pay run following the date of termination of employment.

46.3.4 Where a staff member elects to seek redeployment, and where at the end of the redeployment search period, the staff member has not been redeployed, the staff member will receive the benefits for involuntary redundancy outlined in sub clause 46.5.1 less the salary paid during the redeployment search period.

46.4 Review of involuntary redundancy decision

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

- (a) failure of the University to follow its procedures for involuntary redundancy as outlined in sub clause 46.3.
- (b) failure to follow principles of natural justice in making the decision that the position is redundant.
- (c) the redundancy is not a genuine redundancy.
- (d) the redundancy was not made on a fair and objective basis.

46.4.2 Upon receipt of an application for review (which must be provided within ten (10) working days of receipt of the notification in accordance with sub clause 46.3.2(c)), the Vice-Chancellor will establish a Redundancy Review Committee in accordance with clause 30.

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

46.4.4 In its consideration of the staff member's application for review, the Committee will consider the grounds outlined in sub clause 46.4.1.

46.4.5 The staff member and the University may be assisted or represented before the Redundancy Review Committee by a Representative as defined in sub clause 6.14. The staff member and University or their Representatives will have the right to ask questions of interviewees, and to make submissions. They also shall have the right to present and challenge evidence.

46.4.6 The Committee will make a recommendation to the Vice-Chancellor whose decision will be final. The staff member will receive a copy of the Committee's recommendation.

46.4.7 If the outcome of the review process is that the staff member's position remains redundant, the staff member will receive the benefits for involuntary redundancy outlined in sub clause 46.5.1 less the salary paid during the review period.

46.5 Benefits for Voluntary and Involuntary Redundancy

46.5.1 Subject to sub clause 46.5.2, a staff member whose application for voluntary separation is accepted by the Vice-Chancellor, or who is made redundant involuntarily by the Vice-Chancellor, will be entitled to the following benefits:

Voluntary Redundancy	Involuntary Redundancy
Ongoing and fixed-term staff members:	Ongoing and fixed-term staff members:
<p>A lump sum of 30 weeks salary plus two (2) weeks salary for each completed year of continuous ongoing and fixed-term service up to five (5) years, plus three (3) weeks for each completed year of continuous ongoing and fixed-term service from six (6) to fifteen (15) years, plus two (2) weeks for each completed year of continuous ongoing and fixed-term service of sixteen (16) years or more, and an additional payment of eight (8) weeks salary.</p>	<p>A lump sum of 30 weeks salary plus two (2) weeks salary for each completed year of continuous ongoing and fixed-term service up to five (5) years, plus three (3) weeks for each completed year of continuous ongoing and fixed-term service from six (6) to fifteen (15) years, plus two (2) weeks for each completed year of continuous and fixed-term service of sixteen (16) years or more.</p>
<p>Ongoing and fixed-term staff members with eligible prior QUT sessional service (as per sub clause 46.5.6(d)):</p> <p>An additional payment of one (1) weeks salary.</p>	<p>Ongoing and fixed-term staff members with eligible prior QUT sessional service (as per sub clause 46.5.6(d)):</p> <p>An additional payment of one (1) weeks salary.</p>
The total amount will be capped at 78 weeks.	The total amount will be capped at 78 weeks.

46.5.2 A staff member employed on a fixed-term basis whose application for voluntary separation is accepted by the Vice-Chancellor, or who is made redundant involuntarily by the Vice-Chancellor, will be entitled to the benefits outlined in sub clause 46.5.1 or payment of a lump sum equal to the staff member's salary for the remainder of their fixed-term contract whichever is the greater amount.

46.5.3 The benefits in this clause are in lieu of access to a scheme of redeployment or any other redundancy benefit.

46.5.4 The benefits in this clause for involuntary redundancy will also be paid to a staff member where a staff member:

- (a) elects redeployment but is not able to be redeployed to a suitable vacant position;
or
- (b) participates in a trial redeployment period which is unsuccessful; or
- (c) rejects an offer of redeployment to a suitable position.

46.5.5 **Leave entitlements**

A staff member whose employment is terminated under this clause will receive payment for accrued or pro-rata long service leave and accrued recreation leave (and recreation leave loading) applicable at the date of termination.

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

46.5.6 Calculation of redundancy benefits

The calculation will be based on the following:

- (a) 'Salary' means the ordinary rate of pay for the staff member concerned including any allowances applicable at the date of termination of employment.
- (b) 'Continuous service' means a period of service, which is unbroken, as defined in sub clause 6.3 for the purpose of calculating a redundancy.
- (c) For staff who have worked varied hours during their ongoing or fixed-term period of service, payment will be calculated as the actual percentage of full-time employment over the full period of that service, or on their existing percentage of full-time employment, whichever is greater.
- (d) For ongoing or fixed-term staff with prior QUT sessional service to be eligible to receive an additional payment of one (1) weeks' salary for the purpose of calculating a redundancy, the prior QUT sessional service must have been:
 - (i) in a same or substantially similar position (to the redundant ongoing or fixed-term position occupied by the staff member) for more than twelve (12) months; and
 - (ii) served immediately prior to the current ongoing or fixed-term appointment; and
 - (iii) be sessional service which is unbroken (i.e. continuous) as defined in sub clause 6.3.

47. REDEPLOYMENT

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

SCHEDULE ONE
SALARY SCALE – FULL TIME ACADEMIC STAFF

Classification	Step	01/12/2013	01/12/2014	01/12/2015	01/12/2016
		3%	3%	3%	3%
LEVEL A	01	\$58,903.34	\$60,670.37	\$62,490.36	\$64,364.87
	02	\$62,267.55	\$64,135.55	\$66,059.37	\$68,041.11
	03	\$65,628.90	\$67,597.60	\$69,625.52	\$71,714.22
	04	\$69,002.50	\$71,072.43	\$73,204.44	\$75,400.38
	05	\$71,728.83	\$73,880.68	\$76,096.96	\$78,379.78
	06*	\$74,467.43	\$76,701.45	\$79,002.27	\$81,372.22
	07	\$77,193.50	\$79,509.18	\$81,894.26	\$84,351.09
	08	\$79,926.35	\$82,323.95	\$84,793.57	\$87,337.27
LEVEL B	01	\$84,133.77	\$86,657.64	\$89,257.18	\$91,934.72
	02	\$87,299.18	\$89,918.02	\$92,615.39	\$95,393.64
	03	\$90,448.16	\$93,161.44	\$95,956.13	\$98,834.56
	04	\$93,610.44	\$96,418.69	\$99,311.21	\$102,290.34
	05	\$96,759.94	\$99,662.63	\$102,652.46	\$105,731.78
	06	\$99,918.83	\$102,916.23	\$106,003.63	\$109,183.66
LEVEL C	01	\$103,068.33	\$106,160.17	\$109,344.89	\$112,625.09
	02	\$106,229.83	\$109,416.63	\$112,698.93	\$116,079.84
	03	\$109,373.59	\$112,654.57	\$116,034.18	\$119,515.01
	04	\$112,535.61	\$115,911.56	\$119,388.74	\$122,970.28
	05	\$115,682.24	\$119,152.63	\$122,727.13	\$126,408.85
	06	\$118,859.13	\$122,424.75	\$126,097.34	\$129,880.03
LEVEL D	01	\$124,097.86	\$127,820.54	\$131,655.14	\$135,604.80
	02	\$128,305.28	\$132,154.23	\$136,118.76	\$140,202.25
	03	\$132,515.83	\$136,491.05	\$140,585.76	\$144,803.10
	04	\$136,726.64	\$140,828.39	\$145,053.03	\$149,404.46
LEVEL E	01	\$159,865.48	164,661.22	\$169,600.96	\$174,688.90

* A PhD Holder or Unit Coordinator will be paid a minimum of Level A Step 6

ALLOWANCES

Allowance	Clause	1/12/2013	1/12/14	1/12/15	1/12/16
		3%	3%	3%	3%
First Aid	21.3	\$24.57	\$25.30	\$26.05	\$26.83
Indigenous Language – Level 1	39.3.7	\$2,092 p.a.	\$2,154.71 p.a.	\$2,219.15 p.a.	\$2,285.68 p.a.
Indigenous Language – Level 2	39.3.7	\$3,490 p.a.	\$3,594.58 p.a.	\$3,702.33 p.a.	\$3,813.21p.a.

SCHEDULE TWO

Salary Rates – Sessional Staff

Classification	Step	01/12/2013	01/12/2014	01/12/2015	01/12/2016
		3%	3%	3%	3%
CAAAR - Casual Other Academic Activity-Normal	01	\$39.87	\$41.06	\$42.29	\$43.55
CAAAS - Casual Other Academic Activity-PhD/Coord	01	\$47.64	\$49.06	\$50.53	\$52.04
CACNK - Casual Clinical Nurse Ed.-Normal Prep	01	\$79.73	\$82.12	\$84.58	\$87.11
CACNL - Casual Clinical Nurse Ed.-Little Prep	01	\$59.81	\$61.60	\$63.44	\$65.34
CACNM - Casual Clinical Nurse Ed.-Normal Prep,PhD/Coord	01	\$95.46	\$98.32	\$101.26	\$104.29
CACNN - Casual Clinical Nurse Ed.-Little Prep, PhD/Coord	01	\$71.50	\$73.64	\$75.84	\$78.11
CALRA - Casual Lecture-Basic	01	\$167.77	\$172.80	\$177.98	\$183.31
CALRB - Casual Lecture-Developed	01	\$223.83	\$230.54	\$237.45	\$244.57
CALRC - Casual Lecture-Specialised	01	\$279.73	\$288.12	\$296.76	\$305.66
CALRD - Casual Lecture-Repeat	01	\$111.82	\$115.17	\$118.62	\$122.17
CAMAI - Casual Musical Accompanying-Normal	01	\$79.74	\$82.13	\$84.59	\$87.12
CAMAJ - Casual Musical Accompanying-PhD/Coord	01	\$95.46	\$98.32	\$101.26	\$104.29
CAMGO - Casual Marking-Higher Level	01	\$55.89	\$57.56	\$59.28	\$61.05
CAMGP - Casual Marking-Standard	01	\$39.87	\$41.06	\$42.29	\$43.55
CAMGQ - Casual Marking-Standard, PhD/Coord	01	\$47.64	\$49.06	\$50.53	\$52.04
CATRE - Casual Tutoring-Normal	01	\$119.61	\$123.19	\$126.88	\$130.68
CATRF - Casual Tutoring-Repeat	01	\$79.73	\$82.12	\$84.58	\$87.11
CATRG - Casual Tutoring-Normal, PhD/Coord	01	\$143.17	\$147.46	\$151.88	\$156.43
CATRH - Casual Tutoring-Repeat, PhD/Coord	01	\$95.46	\$98.32	\$101.26	\$104.29

SCHEDULE THREE

POSITION CLASSIFICATION STANDARDS

INTRODUCTION

The Position Classification Standards for the classifications of academic staff employed at QUT are set out below. These standards are generic statements used to describe the broad categories of responsibilities attached to academic staff at different levels. The Position Classification Standards provide the basis to differentiate between the various levels of appointment and define the broad relationships between classifications. The Standards are not exhaustive of all tasks in academic employment.

The duties and responsibilities of academic staff will be consistent with the appropriate Position Classification Standard.

The Position Classification Standards have three parts:

(i) General Standard

This contains a generic statement of the function and rationale of positions at a given level. These are stated with regard to the form and level of contribution which an occupant of a position can be expected to make to academic leadership, research and scholarship, teaching performance and leadership, and professional leadership.

(ii) Specific Duties

Examples of specific duties are provided. The lists of duties are illustrative and not a set of mandatory requirements to be placed upon someone holding a position at a given level. There are a number of distinctive duties between the levels and these are especially pertinent in establishing where a position and its incumbent should be classified.

(iii) Skill Base

The skill base is a generic statement of the qualification and experience which can be expected of a person holding a position at a given level. The skill base is stated as a combination of formal qualifications and/or experience according to the relevant discipline area. Selection and other criteria need to be sensitive to the discipline area of candidates.

ASSOCIATE LECTURER (LEVEL A)

General Standard

An associate lecturer is expected to make contributions to the teaching effort of the institution, particularly at undergraduate and graduate diploma level and to carry out activities to develop their scholarly research and/or professional expertise relevant to the profession or discipline.

The most complex levels of unit coordination should not be carried out by an associate lecturer.

An associate lecturer will not be required to teach primarily in units which are offered only at masters degree level or above.

An associate lecturer shall work with support and direction from academic staff classified at lecturer and above and with an increasing degree of autonomy as the academic gains in skill and experience.

Specific Duties

Specific duties required of an associate lecturer may include:

Academic leadership

- limited administrative functions primarily connected with units in which the academic teaches
- development of subject area material with appropriate guidance from the unit, subject area or course coordinator
- acting as unit coordinator provided that skills and experience demonstrate this capacity
- attendance at school and/or faculty meetings and/or membership of a limited number of Committees

Research and scholarship

- Conduct of research

Teaching performance and leadership

- conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions
- preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity
- 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

Professional leadership

- Limited involvement in professional activity.

Skill base

An associate lecturer 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, extended professional degree or three year degree with an associated postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

LECTURER (LEVEL B)

General Standard

A lecturer is expected to make contributions to the teaching effort of the institution and to carry out activities to maintain and develop their scholarly, research and/or professional activities relevant to the profession or discipline.

Specific Duties

Specific duties required of a lecturer may include:

Academic leadership

- initiation and development of unit material
- acting as unit or subject area coordinator
- development of course material with appropriate advice from and support of more senior academic staff
- a range of administrative functions, the majority of which are connected with the units or subject areas in which the academic teaches
- attendance at school and/or faculty meetings and/or membership of a number of Committees

Research and scholarship

- conduct of research

Teaching performance and leadership

- conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions
- preparation and delivery of lectures and seminars
- supervision of the program of study of honours students or of postgraduate students engaged in course work
- marking and assessment
- consultation with students
- production of teaching materials for students for whom the academic has responsibility

Professional leadership

- involvement in professional activity

Skill base

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

SENIOR LECTURER (LEVEL C)

General Standard

A senior lecturer is expected to make significant contributions to the teaching effort of a school/faculty or other organisational unit or an interdisciplinary area. An academic at this level is also expected to play a major role in scholarship, research and/or professional activities.

Specific Duties

Specific duties required of a senior lecturer may include:

Academic leadership

- initiation and development of course material
- course coordination
- broad administrative functions
- attendance at school and/or faculty meetings and a major role in planning or Committee work
- providing advice and support to more junior academic staff

Research and scholarship

- conduct of research

Teaching performance and leadership

- exercising a significant role in teaching and teaching development within the University
- conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions
- preparation and delivery of lectures and seminars
- supervision of the program of study of honours students and or postgraduate students engaged in course work
- marking and assessment
- consultation with students
- development and promotion of innovative teaching methods
- production of teaching materials for students for whom the academic has responsibility

Professional leadership

- substantial involvement in professional activity

Skill base

A senior lecturer 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 or standing. In determining experience relative to qualifications regard shall be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

ASSOCIATE PROFESSOR (LEVEL D)

General standard

An associate professor is expected to make a significant contribution 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.

Specific duties

Specific duties of an associate professor may include:

Academic leadership

- development of and responsibility for curriculum/programs of study
- course coordination
- high level administrative functions
- attendance at school and faculty meetings and a major role in planning or Committee work
- providing advice and support to more junior academic staff

Research and scholarship

- conduct of research

Teaching performance and leadership

- conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions
- preparation and delivery of lectures and seminars
- supervision of the program of study of honours students and of postgraduate students engaged in course work
- marking and assessment
- consultation with students
- development and promotion of innovative teaching methods
- production of teaching materials for students for whom the academic has responsibility

Professional leadership

- significant contribution to the profession and/or discipline

Skill base

An associate professor 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 or standing. In determining experience relative to qualifications regard shall be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

There is also a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

PROFESSOR (LEVEL E)

General standard

A professor 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.

Specific duties

Specific duties of a professor may include:

Academic leadership

- development of research policy
- 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 and being involved in administrative matters within the school or other comparable organisational unit and within the institution
- providing advice and support to more junior academic staff

Research and scholarship

- conduct of research

Teaching performance and leadership

- fostering excellence in teaching within the University and University system
- conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions
- preparation and delivery of lectures and seminars
- supervision of the program of study of honours students and of postgraduate students engaged in course work
- making a distinguished personal contribution to teaching at all levels
- marking and assessment
- consultation with students
- development and promotion of innovative teaching methods
- production of teaching materials for students for whom the academic has responsibility

Professional leadership

- participating in and providing leadership in community affairs, particularly those related to the discipline, and in professional, commercial and industrial sectors where appropriate

Skill base

A professor 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 or standing. In determining experience relative to qualifications regard shall be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributors and/or to technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

There is also a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession, and that a professor will be a leading authority in the relevant discipline area.

SCHEDULE FOUR

Research Only Academic Positions

Research only academic staff positions are defined by the following titles:

- Principal Research Fellow
- Senior Research Fellow
- Research Fellow
- Research Officer
- Senior Research Officer
- Post-Doctorate Fellow
- Senior Research Associate
- Research Associate

The Position Classification Standards for the classification of research only academic staff positions are set out below.

Position Classification standards for research-only academic positions (levels A to E) are generic statements used to describe the broad categories of responsibilities which may be required of staff at each level. The research-only Position Classification Standards provide the basis to differentiate between the various classifications and define the broad relationships between classifications.

The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the research academic. The responsibilities of research-only staff may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual staff development.

A research academic appointed to a particular level may be assigned and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, a research academic may choose to undertake elements of the work of a higher level without receiving additional remuneration in order to gain experience and expertise consistent with the requirements of an institution's promotion processes. If a research academic chooses to undertake such work it shall be by prior agreement between the staff and their supervisor.

The skill base outlined for each level is a generic statement of the qualification and experience which can be expected of a person holding a position at a given level. The skill base is stated as a combination of formal qualifications and/or experience according to the relevant discipline area.

Examples of the specific duties are provided. The lists of duties are illustrative and not a set of mandatory requirements to be placed upon someone holding a position at a given level. There are a number of distinctive duties between the levels and these are especially pertinent in establishing where a position and its incumbent should be classified. The duties and responsibilities of research only academic staff will be consistent with the appropriate research Position Classification Standard.

LEVEL A (Research Fellow, Postdoctoral Fellow, Research Associate)

A Level A research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.

A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, will normally supervise student research projects, normally seek external research grant funding and may publish results of the research conducted as sole author or in collaboration or otherwise engage in knowledge transfer activities appropriate to the relevant discipline. He or she will undertake administration primarily relating to their activities at the institution.

Skill base

A Level A research academic will normally hold a relevant higher degree in the relevant discipline and/or have equivalent qualifications and/or professional experience. In determining experience relative to qualifications, regard is had to experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

Specific Duties

In addition to the above, specific duties required of a Level A research academic may include:

- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars
- Development of a limited amount of research related material for teaching purposes
- Experimental design and operation of advanced laboratory and technical equipment or conduct of advanced research procedures
- Advice within the field to postgraduate students
- Attendance at meetings and membership of relevant committees.

LEVEL B (Research Fellow, Postdoctoral Fellow, Senior Research Associate, Research Associate)

A Level B research academic will normally have experience in externally funded research or scholarly activities, which have resulted in publications in refereed journals or other demonstrated scholarly activities, including knowledge transfer activities appropriate to the relevant discipline.

A Level B research academic will carry out independent and/or team research. A Level B academic may supervise Honours and postgraduate research students or projects and be involved in research training.

Skill base

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

Specific Duties

In addition to the above, specific duties required of a Level B research academic may include:

- Supervision of support research staff
- Contribution to the preparation or 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
- Administrative functions connected with the research
- Occasional contributions to the teaching program within the field of the staff member's research
- Attendance at meetings and membership of relevant committees.

LEVEL C (Senior Research Fellow, Senior Research Associate)

A Level C research academic will make independent and original contributions to research which have a significant impact on their field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of their discipline or relevant professional field. This standing will normally be demonstrated by a strong record of funded research, published work or other demonstrated scholarly activities which may include knowledge transfer activities appropriate to the relevant discipline.

A Level C research academic will provide leadership in research, including research training and supervision.

Skill Base

A Level C research 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 or standing. In determining experience relative to qualifications regard shall be had to experience in research, experience outside tertiary education, creative achievement, professional contributions and/or technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

Specific Duties

In addition to the above, specific duties required of a Level C research academic may include:

- Involvement in the promotion of research links with outside bodies
- Responsibility for the oversight of financial management of grants
- Supervision of major honours or postgraduate research projects
- Preparation of research proposal submissions to external funding bodies
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars
- Administrative functions connected with the research
- Occasional contributions to the teaching program within the field of the staff member's research
- Attendance at meetings and a major role in planning and committee work.

LEVEL D (Principal Research Fellow)

A Level D research academic will make major original and innovative contributions to their field of study, research or professional practice which are recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within their institution, discipline and/or profession in fostering the research activities of others and in research training.

Skill base

A Level D research 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 or standing. In determining experience relative to qualifications regard shall be had to experience and success in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area, including significant external funding.

There is also a requirement for academic excellence which may be evidenced by an outstanding contribution to research and/or the profession, and which may include knowledge transfer activities appropriate to the relevant discipline.

Specific Duties

In addition to the above, specific duties required of a Level D research academic may include:

- A major role in all aspects of research including project leadership and management
- Responsibility for the oversight of financial management of grants
- Supervision of major honours or postgraduate research projects
- Promotion of research proposal submissions to external funding bodies
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars
- Occasional contributions to the teaching program within the field of the staff member's research
- Attendance at meetings and a major role in planning and committee work.

LEVEL E (Principal Research Fellow)

A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in their field of research within their institution, discipline and/or profession and within the scholarly and/or general community. He or she will foster excellence in research, research policy and research training.

Skill base

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

Specific Duties

In addition to the above, specific duties required of a Level E research academic may include:

- Management of all aspects of research including project leadership management of research teams, and mentoring of early career researchers.
- Responsibility for the oversight of financial management of grants
- Supervision of major honours or postgraduate research projects
- Responsibility for preparation of research proposal submissions to external funding bodies
- Participation in community and professional activities, including involvement in commercial sector where appropriate
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars
- Occasional contributions to the teaching program within the field of the staff member's research
- Attendance at meetings and a major role in planning and committee work.

SCHEDULE FIVE

SESSIONAL ACADEMIC STAFF POSITIONS

The definitions for sessional academic position classifications and sessional marking arrangements are outlined below.

1. SESSIONAL LECTURING

Lecture means any educational delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University.

A sessional academic staff member required to provide a lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and the directly associated working time shall be paid at a rate for each hour of lecture delivered according to the table below.

Directly associated working time means duties in the nature of marking and assessment directly related to and undertaken during the lecture, as well as preparation and student consultation.

Basic Lecture: 1 hour of delivery and 2 hours of associated working time.

Developed Lecture: 1 hour of delivery and 3 hours of associated working time.

Specialised Lecture: 1 hour of delivery and 4 hours of associated working time.

Repeat Lecture: 1 hour of delivery and 1 hour of associated working time, provided that the repeat lecture applies to a lecture in the same subject matter delivered within a period of 7 days.

2. SESSIONAL TUTORING

Tutorial means any educational delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the University.

A sessional academic staff member required to provide a tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and the directly associated working time shall be paid at a rate for each hour of tutorial delivered according to the table below.

Directly associated working time means duties in the nature of marking and assessment directly related to and undertaken during the tutorial, as well as preparation and student consultation.

Normal Tutorial: 1 hour of delivery and 2 hours of associated working time.

Repeat Tutorial: 1 hour of delivery and 1 hour of associated working time, provided that the repeat tutorial applies to a tutorial in the same subject matter delivered within a period of 7 days.

Normal Tutorial - PhD/Coordination: 1 hour of delivery and 2 hours of associated working time, in circumstances where full subject coordination duties are included as part of normal duties or the staff member holds a relevant doctoral qualification.

Repeat Tutorial - PhD/Coordination: 1 hour of delivery and 1 hour of associated working time, in circumstances where full subject coordination duties are included as part of normal duties or the staff member holds a relevant doctoral qualification, provided that the repeat tutorial applies to a tutorial in the same subject matter delivered within a period of 7 days.

3. MUSIC ACCOMPANYING

Music accompanying means the provision of music accompaniment to one or more students or staff in the course of teaching by another member of 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.

A sessional academic staff member required to provide music accompanying with directly associated working time in the nature of preparation shall be paid at a rate for each hour of music accompanying delivered according to table below.

Music Accompanying - Normal: 1 hour of delivery and 1 hour of associated working time.

Music Accompanying – PhD/Coordination: 1 hour of delivery and 1 hour of associated working time, in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.

4. UNDERGRADUATE CLINICAL NURSE EDUCATION

Undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting.

A sessional academic staff member required to provide undergraduate clinical nurse education and the directly associated working time shall be paid at a rate for each hour of clinical nurse education delivered according to the table below.

Directly associated working time means marking and assessment directly related to and undertaken during the clinical nurse education session, as well as preparation and student consultation.

Normal Preparation Required: 1 hour of delivery and 1 hour of associated working time.

Little Preparation Required: 1 hour of delivery and 0.5 hour of associated working time.

Normal Preparation Required - PhD/Coordination: 1 hour of delivery and 1 hour of associated working time, in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.

Little Preparation Required - PhD/Coordination: 1 hour of delivery and 0.5 hour of associated working time, in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.

5. SESSIONAL MARKING

Marking and assessment duties shall be set by the Head of School and will be paid for at the prescribed marking rate, except in the case of marking and assessment directly related to and undertaken during the lecture, tutorial or clinical nurse education session.

Sessional staff members must obtain prior approval for any marking and assessment work in excess of the set hours. Approved marking and assessment work in excess of the set hours will be paid for at the prescribed marking rate.

6. SESSIONAL MARKING LEVELS

Higher Level Marking: Marking as a supervising examiner or marking requiring a significant exercise of academic judgment appropriate to an academic at Level B.

Standard Marking

Standard Marking - PhD/Coordination: Standard marking, in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.

7. OTHER REQUIRED ACADEMIC ACTIVITIES

Other Required Academic Activities: Includes work that a person, acting as or on behalf of the University requires the sessional academic to perform and that is performed in accordance with any such requirement, being the work of the following nature of, but not limited to:

- the conduct of practical classes, demonstrations, workshops, student field excursions and preparation for such activities as required, and agreed with the Head of School;
- the conduct of clinical sessions other than clinical nurse education;
- the conduct of performance or visual art studio sessions;
- musical coaching, repititeurship, musical accompanying other than with special educational service;
- development of teaching and subject materials such as the preparation of subject guides, reading lists and basic activities associated with subject coordination;
- consultation with students;
- supervision;
- attendance at departmental and/or faculty meetings as required by the Head of School including meetings related to moderation and assessment;
- moderating a discussion forum, being available for student consultation online or in person, being available for consultation/assistance on a specific activity such as a simulation and that no preparation or follow up is required outside of paid time; and
- attendance at any activities set out in this Schedule from 1 to 5.

This above list is not intended to be exhaustive, but is provided by way of examples and guidance.

Other Required Academic Activities - PhD/Coordination: In circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.

SCHEDULE SIX

INTERNATIONAL COLLEGE EDUCATORS

Staff employed as Educators in the International College will be employed under the following arrangements:

1. DEFINITIONS

- 1.1 **'Assistant Director of Studies'** is a University Educator who is also responsible for the co-ordination and development of nominated subject areas and nominated systems, and assisting the Director of Studies with co-ordination of the University Entry Programs or English Language Programs.
- 1.2 **'Co-ordinators'** are English Language Educators who are also responsible for the co-ordination and development of an identified program or portfolio in conjunction with the Director of Studies.
- 1.3 **'Contact hours'** shall mean hours of work in which an Educator is engaged in face to face teaching and supervision of students in scheduled classes, including computer laboratory classes, but does not include time spent on consulting with students, tours or excursions, materials development, course preparation, marking and assessment, or administration.
- 1.4 **'Director'** means the Director International College.
- 1.5 **'Director of Studies' (DOS)** In consultation with the Director, the DOS provides leadership of the English Language Programs or University Entry Programs through course development, implementation, review, supervision, and the day to day running of the programs.
- 1.6 **'Educators'** shall mean a qualified employee engaged to conduct, teach, prepare and assess classes and to perform any or all of the following teaching related duties as may be required: consulting with students outside class time, course preparation, participating in the development of teaching and assessment materials, coordinate programs, conducting computer laboratory and/or language laboratory classes, tours and excursions, marking and assessing assignments and examinations, any program related assessment, program administration, meetings, participating in student activities, any other activity normally associated with teaching and the operation of teaching programs.
- 1.7 **'Senior Educators'** are University Educators who are also responsible for the co-ordination and development of a subject area or portfolio in conjunction with the Director of Studies.
- 1.8 **'Subject area co-ordination'** means assisting the course-coordinator with subject development, approval of examination papers and unit outlines, maintenance of subject material and with other relevant administration matters.
- 1.9 **'Professional Staff Enterprise Agreement'** shall mean the Queensland University of Technology Enterprise Agreement (Professional Staff) 2014 - 2017.
- 1.10 **'Academic Staff Enterprise Agreement'** shall mean the Queensland University of Technology Enterprise Agreement (Academic Staff) 2014-2017.

1.11 'Union' shall mean a Union covered by this Agreement.

2. HOURS OF WORK

2.1 Full-time Educators

Ordinary hours of work for full-time Educators are 145 hours over a four (4) week cycle. The normal span of hours will be 8am - 6pm Monday to Friday. Contact hours will be reduced in recognition of additional allocated duties as required by the Director or Director of Studies and other relevant factors in the Workload Models.

The maximum contact hours for full-time English Language Educators are 800 contact hours per annum. Contact hours for full-time English Language educators shall not exceed 20 hours per week.

The maximum contact hours for full-time Educators in the University Diploma/Certificate Programs are 624 contact hours per annum. Full-time Educators in the University Diploma/Certificate Programs shall be required to undertake up to 16 contact hours per week in each teaching term. A one week non-teaching period will be available to Educators each semester, in accordance with the scheduled breaks in the International College teaching program.

The maximum contact hours for full-time Educators in the Foundation Program are 702 contact hours per annum. Full-time Educators in the Foundation Program shall be required to undertake up to 18 contact hours per week in each teaching term. A one week non-teaching period will be available to Educators each semester, in accordance with the scheduled breaks in the International College teaching program.

Where a full-time Educator undertakes teaching in both the University Diploma/Certificate Programs and Foundation/Non-Award Programs the staff member's total maximum contact hours per week will be calculated as a percentage of the maximum contact hours per week for each Program.

2.2 Sessional Educators

English Language educators employed on a sessional basis may work a maximum of 25 teaching contact hours per week by mutual agreement. Educators employed on a sessional basis within the University Entrance Program may work a maximum of 20 teaching contact hours per week by mutual agreement. Educators will not normally be required to undertake more than 6 contact hours in any one day unless otherwise agreed.

2.3 Off-campus or outside ordinary hours of work

All work performed off-campus or outside of the ordinary hours of work must be authorised by the Director prior to the work commencing.

2.4 Overtime

All overtime must be authorised by the Director. In relation to full-time staff members overtime occurs when a staff member is required to work:

- Outside of the normal span of hours; or
- More than ten (10) hours in any one (1) day; or
- More than 145 hours in the four (4) week cycle

The rates payable for overtime are as outlined in clause 34 of the Professional Staff Enterprise Agreement. The Director and staff member may agree that overtime may be taken as time off in lieu of payment. Time off in lieu accrues at the appropriate penalty rate. Meal allowances applicable during overtime are as outlined in sub clause 34.7 of the Professional Staff Enterprise Agreement.

Provisions relating to meal breaks and rest pauses are as outlined in the Professional Staff Enterprise Agreement clauses 36 and 37.

3. CLASS SIZE

Class size for English Language Programs will be in accordance with the National ELT (English Language Teaching) Accreditation Scheme guidelines. The ratio of English Language Educators to students in non student visa classes will not normally exceed 1:20.

4. REMUNERATION

4.1 Salary

(a) Director of Studies and Assistant Director of Studies

- (i) The salary of a Director of Studies and an Assistant Director of Studies is aligned with the rates for professional staff as outlined in the Professional Staff Enterprise Agreement.

(b) Ongoing and fixed-term Educators

- (i) The classification structure and salaries of English Language Educators are outlined in Attachment 1.
- (ii) On appointment, a full-time English Language Educator shall be placed on a salary level commensurate with the minimum salary level for their qualifications and experience by reference to Attachment 2.

The salaries of full-time University Entry Program Educators in the University Diploma/Certificate and Foundation Programs are aligned with the rates for academic staff (Level A) as outlined in Schedule 1.

University Entry Program staff may apply to be promoted to Senior Educator in accordance with the International College University Entry Program Promotion Guidelines. The salaries of full time Senior Educators are aligned with the rates for academic staff (Level B steps 1-3) as outlined in Schedule 1. The International College University Entry Program Promotion Guidelines will not be changed without prior consultation with the Union.

(c) Sessional Educators

- (i) The salary rates of sessional Educators includes face-to-face teaching in scheduled classes and associated lesson preparation, marking (subject to applicable marking and assessment arrangements), written feedback on student progress and student consultation.
- (ii) The salary rates of University Entry Program Educators employed on a sessional basis are aligned with the rates for sessional academic staff as outlined in Schedule 2 in accordance with the following:

- a) Staff employed on a sessional basis in the Foundation Programs shall receive the salary rate for Sessional Tutoring (Normal) and the rate for Sessional Tutoring (Repeat) for classes given in the same subject matter within a period of seven (7) days.
 - b) Staff employed on a sessional basis in the University Diploma/Certificate Programs shall receive the salary rates for Sessional Lecturing (Basic and Repeat) and Sessional Tutoring (Normal and Repeat) for class contact duties as applicable.
- (iii) English Language Program Educators employed on a sessional basis will be paid the salary rates outlined in Attachment 1. Upon appointment, Sessional Educators will be placed on a salary level commensurate with their qualifications and experience, as outlined in Attachment 1.
- (iv) The salary rate for Sessional Other Required Academic Activity (Normal) will be paid as applicable for additional required non-contact duties.
- (v) Marking and assessment by sessional University Entry Program Educators in the Foundation/Non Award Programs will be undertaken in accordance with the following:
- a) Marking and assessment which forms part of the associated duties of a sessional Educator can be accumulated across the entire period of teaching.
 - b) Marking and assessment duties up to ten (10) hours across the teaching period shall apply for each thirteen (13) hours of actual class contact (or its equivalent under on-line and flexible delivery arrangements). Any marking and assessment work in excess of ten (10) hours will be paid at the appropriate marking rate. For each hour of actual class contact less or more than thirteen (13) hours, the ten (10) hours marking and assessment time shall be decreased or increased proportionately.
 - c) Supervisors are required to specify in writing the marking and assessment that sessional Educators will be required to undertake during the teaching period. Sessional Educators will be asked to maintain a log of time spent on marking and assessment.
 - d) In units or courses which require sessional Educators to have an above average amount of consultation with students, an accumulation of less than ten (10) hours of marking and assessment (for each thirteen (13) hours of class contact) may be agreed. Any marking and assessment work in excess of the agreed hours will be paid at the appropriate marking rate.
- (vi) Marking and assessment by sessional University Entry Program Educators in the University Diploma/Certificate Programs will be undertaken in accordance with Schedule 5, clause 5 of the Academic Staff Enterprise Agreement.
- (vii) Sessional English Language Program Educators in the English for Academic Purposes (EAP) Program marking the “EAP Assignment” will be paid at the prescribed marking rate.

4.2 Incremental Progression

Incremental progression is available for staff members excluding those at the top salary point of the relevant level. Recommendations on incremental progression are on the basis of satisfactory performance and are determined as part of Performance Planning and Review. A staff member denied incremental progression may seek a review of the decision in accordance with the provisions of clause 19.3 of the Academic Staff Enterprise Agreement.

4.3 Flexible Remuneration Scheme

Eligible staff may participate in the University's Flexible Remuneration Scheme as outlined in clause 24 of the Professional Staff Enterprise Bargaining Agreement and as detailed in University policy.

5. LEAVE

Provisions relating to the following types of leave are as outlined in the Professional Staff Enterprise Bargaining Agreement:

Recreation leave

Sick/Carer's leave

Long service leave

Parental leave (including maternity, partner and adoption)

Personal leave

Compassionate leave

Defence Reserve Forces Leave

Jury Service

State Emergency Services Leave

Leave Without Pay

Trade Union Leave

Aboriginal and Torres Strait Islander Cultural and Ceremonial Leave

Reduced Working Year

Public Holidays

6. OTHER CONDITIONS

6.1 Categories of Appointment

An ongoing appointment is as defined by sub clause 27.1 of the Academic Staff Enterprise Agreement. An ongoing appointment may be made on either a full-time or part-time basis.

A fixed-term appointment is an appointment made for a specific period of time or for a specified task or project. A fixed-term appointment made be made on either a full-time or part-time basis.

A sessional appointment is appointment and payment of a staff member by the hour. The hourly payment includes a loading to compensate for award based benefits for which a sessional staff member is not eligible. The University acknowledges its

responsibility in providing sessional staff with access to professional development opportunities.

6.2 Modes of employment

Full-time employment is employment for 145 hours over a four (4) week cycle.

Part-time employment is employment for a proportion of full-time employment. Staff members employed on a part-time basis will receive the salary and non-salary conditions of a full-time appointment calculated on a pro-rata basis.

6.3 Probation

6.3.1 Ongoing Appointment

Provisions relating to probation for staff members appointed on an ongoing basis are as outlined in clause 52 of the Professional Staff Enterprise Agreement except that:

- (a) where a decision is made to terminate the employment of a staff member the period of notice will be eight (8) weeks; and
- (b) where a probationary staff member receives a notice of termination from the Human Resources Director (as an outcome of the final PPR review) the staff member may seek a review of the procedures followed by the University in making the decision to terminate.

An application for review must be made in writing and lodged with the Vice-Chancellor within ten (10) working days of the receipt of notice. The Vice-Chancellor will establish a Probation Review Committee in accordance with clause 55 of the Professional Staff Enterprise Agreement which will conduct the review as expeditiously as possible

The Committee shall have access to all relevant information, records and persons. After considering all such material as the Committee considers necessary, the Committee may either dismiss the review or, if it finds that the University has not complied with its procedures, it may refer the case back to the Human Resources Director for re-consideration. Where the matter is referred back for re-consideration, the Committee will indicate clearly where there had been a departure(s) from the procedures. The decision of the Committee is final and binding on all parties.

The staff member will be advised in writing of the Committee's decision.

6.3.2 Fixed-term appointment

A fixed-term appointment may contain a probationary period. The Director will determine the period of probation to apply to each appointment having regard to the period of fixed-term employment and the nature of the work. Any second or subsequent fixed-term appointment will not contain a probationary period.

The performance of a staff member during the probation period will be assessed as part of the Performance Planning and Review process.

6.4 Allocation of Workload

The duties of each staff member will be determined by the Director of Studies, in consultation with the Director, who will ensure that workloads are reasonable, can be undertaken within the ordinary hours of work, and are distributed equitably amongst all ongoing and fixed-term staff.

Workloads will be allocated by the Director, in conjunction with the Director of Studies, and in accordance with the English Language Program Workload Model or University Entry Program Workload Model. The Workload Models will be developed in consultation

with the relevant staff and will include considerations such as class contact, class size, type of teaching, level of students, and other associated duties and expected activities. The University will conduct a review of the Workload Models in early 2015.

In determining workloads, the Director of Studies shall consult with individual staff members, and the supervisor where required, prior to the commencement of each term and during PPR discussions. The Director, in conjunction with the Director of Studies, will finalise the workload allocations.

Staff members may raise concerns about the allocation of their workload with their supervisor in the first instance. Where the matter remains unresolved, the staff member may raise their concern with the Director, before accessing the Workload Review process in sub clause 35.5 of the Academic Staff Enterprise Agreement.

6.5 Performance Planning and Review

The Performance Planning and Review (PPR) Scheme for professional staff will apply to all staff of International College employed for more than one year on an ongoing or fixed-term appointment (either on a full-time or part-time basis).

6.6 Leave for Staff Development Purposes

Staff appointed on an ongoing or fixed-term basis (for more than 12 months) are eligible to apply for the following types of leave: study assistance and conference leave as outlined in Chapter B of the Manual of Policies and Procedures.

6.7 Process for Managing Unsatisfactory Performance

Provisions relating to managing unsatisfactory performance are as outlined in clause 44 of the Academic Staff Enterprise Agreement except that 'supervisor' shall mean the Director and that notice of termination for unsatisfactory performance will be as specified in section 6.11.

6.8 Disciplinary Action for Misconduct/Serious Misconduct

Provisions relating to disciplinary action for misconduct and serious misconduct are as outlined in clause 45 of the Academic Staff Enterprise Agreement.

6.9 Voluntary and Involuntary Redundancy – Ongoing Appointments

Provisions relating to voluntary and involuntary redundancy are as outlined in clause 46 of the Academic Staff Enterprise Agreement.

Redeployment provisions are as outlined in the University Redeployment Policy contained in the Manual of Policies and Procedures.

6.10 Termination of Employment on Medical Grounds

Provisions relating to termination of employment on medical grounds are as outlined in clause 42 of the Academic Staff Enterprise Agreement.

6.11 Notice of Termination and Resignation

6.11.1 For staff appointed to ongoing positions, in the case of termination of employment during the period of probation or for reasons of unsatisfactory performance the period of notice required to be given by the University is eight (8) weeks.

At the discretion of the Vice-Chancellor, payment may be made in lieu of any or all of the required period of notice.

6.11.2 Staff members appointed to ongoing positions are required to give a minimum of eight (8) weeks notice of resignation unless a staff member's contract of employment specifies a different period of notice.

At the discretion of the Director, the University may accept a shorter period of notice.

6.11.3 In the case of termination of employment of staff appointed to fixed-term positions the University will provide the following periods of notice:

(a) three (3) weeks notice for termination during the period of probation; or,

(b) notice as outlined in clause 57 of the Professional Staff Enterprise Agreement for termination for reasons of unsatisfactory performance.

At the discretion of the Vice-Chancellor, payment may be made in lieu of any or all of the required period of notice.

6.11.4 Unless otherwise specified in a staff member's contract of employment, the notice of resignation required to be given by a staff member appointed to a fixed-term position will be the same as that required of the University under section 6.11.3 except that there will be no additional notice based on the age of the staff member concerned.

At the discretion of the Director, the University may accept a shorter period of notice.

6.11.5 Staff appointed on a sessional basis are entitled to two (2) weeks notice of termination and are required to give two (2) weeks notice of resignation.

At the discretion of the Director, the University may accept a shorter period of notice.

6.11.6 If a staff member fails to give the required notice, the University may withhold and debit monies due to the staff member or take legal action to recover monies, to a maximum amount equal to the pay for the period of notice which should have been given.

6.12 Committees

Where a Committee is required to be established under the provisions for probation, managing unsatisfactory performance, disciplinary action for misconduct/serious misconduct and voluntary and involuntary redundancy the Committee shall be established as expeditiously as possible.

The Committee's composition will be in accordance with clause 30 of the Academic Staff Enterprise Agreement.

6.13 The principles outlined in the following clauses of the Academic Staff Enterprise Agreement apply to staff members of International College.

Job Security	clause 9
Managing Change	clause 10
Change Resulting in Job Losses	clause 11
Contracting Out	clause 12
Disputes Arising from this Agreement	clause 13
Union Participation and Resources	clause 14
Allowances	clause 21
Superannuation	clause 23

ATTACHMENT 1

ENGLISH LANGUAGE EDUCATORS

FULL TIME EMPLOYEES SALARY RATES

Salary per annum

Classification	Step	01/12/2013	01/12/2014	01/12/2015	01/12/2016
		3%	3%	3%	3%
ELICO	01	\$53,885.33	\$55,501.82	\$57,166.84	\$58,881.69
	02	\$54,804.45	\$56,448.34	\$58,141.53	\$59,885.60
	03	\$56,627.05	\$58,325.72	\$60,075.27	\$61,877.52
	04	\$58,501.30	\$60,256.33	\$62,063.80	\$63,925.53
	05	\$61,412.09	\$63,254.25	\$65,151.72	\$67,106.07
	06	\$63,337.74	\$65,237.82	\$67,194.78	\$69,210.43
	07	\$65,287.39	\$67,245.91	\$69,263.14	\$71,340.89
	08	\$67,221.65	\$69,238.09	\$71,315.06	\$73,454.38
	09	\$69,177.82	\$71,252.97	\$73,390.46	\$75,592.14
	10	\$71,689.18	\$73,839.72	\$76,054.70	\$78,336.21
	11	\$74,019.99	\$76,240.45	\$78,527.44	\$80,883.04
	12	\$76,084.70	\$78,366.99	\$80,717.90	\$83,139.24

Responsibility allowance:

Where a Language Educator is appointed to a position of responsibility which exceeds the responsibility of Language Instructors an allowance will be paid in addition to the substantive salary.

Level	1/12/13	1/12/14	1/12/2015	1/12/16	Description (In consultation with the Director of Studies)
	3%	3%	3%	3%	
RESP 1	\$5,149.76	\$5,304.21	\$5,463.09	\$5,626.93	Co-ordinate programs or portfolio according to the College's workload model.
RESP 2	\$7,209.77	\$7,426.05	\$7,648.59	\$7,877.92	Duties as in (1) plus additional responsibilities as a result of increased student enrolments, staff and course offerings. Assist Director of Studies with selection of staff and timetabling as applicable.
RESP 3	\$9,269.78	\$9,547.63	\$9,833.83	\$10,128.64	Duties as in (2) plus further responsibilities as a result of increases in student enrolments, staff and course offerings. Assist Directors of Studies with supervision of staff.

SESSIONAL EMPLOYEES SALARY RATES

Classification	Step	01/12/2013	01/12/2014	01/12/2015	01/12/2016
		3%	3%	3%	3%
SELI	01	\$67.78	\$69.81	\$71.90	\$74.05
	02	\$79.73	\$82.12	\$84.58	\$87.11

Sessional Step 1 – any Degree/Diploma (3 year minimum) plus recognised TESOL certificate and appropriate teaching experience

To progress, or be initially appointed to step 2, Qualifications and experience equivalent to any Degree/Diploma (3 year minimum) plus recognised TESOL certificate and at least 5 years teaching experience

Sessional Rate: This rate represents 1 hour of face to face teaching with an average of 1 hour of associated duties described in clause 4.1(c)(i).

ATTACHMENT 2

English Language Educator Categories

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 staff member who achieves Level 9 may be promoted beyond that level where that staff member 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.

Based on an assessment of an Educator's qualifications, an Educator shall be assigned to one of the following categories:

Category A

Degree and Diploma of Education or equivalent and either a diploma in TESOL (eg. Dip RSA, Grad Dip TESOL); or post graduate diploma in applied linguistics, languages other than English (LOTE), multicultural education.

Category B

Degree and Diploma of Education or equivalent plus recognised TESOL certificate; or Degree and Diploma including LOTE/TESOL method.

Category C

Any Degree/Diploma (3 year minimum) plus recognised TESOL certificate;

Any Degree/Diploma (3 year minimum) including LOTE/TESOL method.

Category D

Other qualifications not provided for above and/or expected to acquire minimum TESOL.

Educators 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
- an Educator shall accrue equivalent full-time experience for a period of part-time service on a pro-rata basis.

SCHEDULE SEVEN

1. ELIGIBILITY FOR CONTINUING (CONTINGENT RESEARCH FUNDED) APPOINTMENT

1.1 A fixed-term staff member appointed to a position/s engaged in research-only functions, funded by contingent research funding for a period of continuous service of three (3) years or more, and who is to be, or has been, appointed to a further consecutive contract of at least twelve (12) months duration, may apply for conversion to a Continuing (Contingent Research Funded) appointment. An application for conversion to a Continuing (Contingent Research Funded) appointment is subject to the following requirements:

- (a) the staff member must have achieved a Performance Planning and Review assessment rating of at least “satisfactory”; and
- (b) the relevant Authorising Officer must be satisfied that:
 - (i) there is likely to be sufficient revenue or funding streams to provide continuing support for the staff member’s employment; or
 - (ii) the staff member has generic and transferable skills in addition to their research speciality, and those skills are subject to ongoing demand within the University.

2. INTERNAL FUNDING

2.1 A fixed-term staff member eligible under the conditions of sub clause 1.1 may be appointed, at the discretion of the Executive Dean of a Faculty or Executive Director of an Institute, to a Continuing (Contingent Research Funded) appointment using internal funds, where:

- (a) the use of internal funding is for a limited period;
- (b) the area has a reasonable expectation that alternative contingent research funding or a continuing appointment will become available; and
- (c) the alternative would be the separation of the staff member from their position with the University.

3. CIRCUMSTANCES FOR REFUSAL OF CONVERSION

3.1 The University may refuse an application for conversion under sub clause 1.1 on the grounds that:

- (a) the criteria in sub clause 1.1 are not satisfied;
- (b) the staff member is a student, and their status as a student was the primary reason for their appointment;
- (c) the staff member is a genuine retiree (including a staff member who elected to change from continuing employment to a pre-retirement appointment); or

- (d) the conduct of the staff member has not been satisfactory.

4. CONDITIONS OF EMPLOYMENT

4.1 It is not the intention of this clause that the conditions of employment of a staff member employed on a Continuing (Contingent Research Funded) basis be worse than had they been employed on a fixed-term position subject to contingent research funding. That is, a staff member employed on, or converted to, Continuing (Contingent Research Funding) Appointment would normally be engaged for the term of the funding supporting the position. Accordingly, the University shall not terminate the employment of a staff member on a Continuing (Contingent Research Funded) Appointment unless:

- (a) the contingent research funding that supports the position ceases or is insufficient;
- (b) the inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable them to complete the requirements of the position; or
- (c) termination is under the probation, unsatisfactory performance or disciplinary provisions of this Agreement.

5. CESSATION OF FUNDING

5.1 The following provisions do not apply to staff employed on a Continuing (Contingent Research Funded) basis where funding for continuation of a Continuing (Contingent Research Funded) Appointment ceases:

- (a) the consultation provisions of clause 10 in respect to the contingent position that staff member occupies;
- (b) clause 46;
- (c) clause 47;

5.2 Where the funding that supports a staff member's Continuing (Contingent Research Funded) Appointment is due to end:

- (a) and during the notice period in sub clause 5.5 the contingent research funding for the position is renewed, the notice period ceases to apply and employment continues;
- (b) the University may, at its discretion, transfer the staff member to another equivalent position; or
- (c) where an application for renewal of the contingent research funding for the position is still pending, the period of employment may continue for any period of paid leave the staff member is entitled to and thereafter unpaid leave may be approved to retain the employment relationship until a decision on the contingent funding is made. By mutual agreement, payment of leave may be delayed for nine (9) weeks to facilitate continuation of service. When payment of leave is made, leave balances will be reduced accordingly. Payment of severance may be delayed for nine (9) weeks to facilitate continuation of service, but will be paid on termination if

it is agreed the staff member is not likely to be offered further employment by the University.

5.3 A staff member employed on a Continuing (Contingent Research Funded) basis may be employed on subsequent research grants. A break between contracts of up to three (3) months will not constitute a break in continuity of service, but will not be recognised as service.

5.4 At the end of the notice period (and any such approved leave in accordance with sub clause 5.2(c) and after consideration of the provisions in sub clause 5.2, the employment relationship will cease and the severance payment in sub clause 5.5 will be made to the staff member.

5.5 Notice Periods and Severance Payments for Continuing (Contingent Research Funded) appointments

5.5.1 If a staff member's employment is terminated under those circumstances listed in sub clauses 4.1(a) or 4.1(b) above, and a transfer opportunity as specified in sub clause 5.2(a) does not exist, the staff member will be provided with the following notice and severance payments:

(a) four (4) weeks notice of termination, or five (5) weeks if the staff member is over 45 years of age, which the University may payout in lieu of notice; and

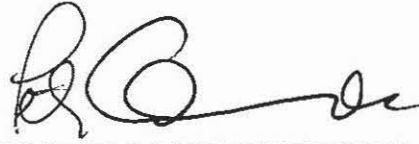
(b) Severance payments in accordance with the following schedule:

Period of Continuous Service	Amount of Severance Payment
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

(c) For the purposes of this clause, 'weeks pay' means the ordinary time rate of pay for the staff member concerned.

SIGNED FOR AND ON BEHALF OF:

Queensland University of Technology



Professor Peter Coaldrake
Vice-Chancellor
2 George St, Brisbane QLD 4000
GPO Box 2434, Brisbane QLD 4001

Dated: 12 MAY 2014

National Tertiary Education Union



Graham McCulloch
General Secretary
120 Clarendon St
Southbank, VIC 3006

Rule 21 (and in some cases Rule 57 of the Registered Rules of
the NTEU)

Dated: 7 May 2014

Queensland University of Technology (QUT) gives the following undertaking in respect of the proposed *Queensland University of Technology Enterprise Agreement (Academic Staff) 2014-2017 (Agreement)*:

Consultation

QUT undertakes to apply clause 35 of the Agreement in a manner consistent with that required by section 205(1A) of the *Fair Work Act 2009* (Cth).

Signed

A handwritten signature in blue ink, appearing to read 'P. Coaldrake', with a long horizontal flourish extending to the right.

Professor Peter Coaldrake
Vice-Chancellor