



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Central Queensland University
(AG2023/3888)

CENTRAL QUEENSLAND UNIVERSITY ENTERPRISE AGREEMENT 2023

Educational services

COMMISSIONER LEE

MELBOURNE, 8 NOVEMBER 2023

Application for approval of the Central Queensland University Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Central Queensland University Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Central Queensland University. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 November 2023. The nominal expiry date of the Agreement is 1 July 2026.



COMMISSIONER

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Central Queensland University

ENTERPRISE AGREEMENT 2023



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PART A: AGREEMENT FORMALITIES

1. Title

This Agreement shall be known as the Central Queensland University Enterprise Agreement 2023.

2. Arrangement

Refer to the [Table of Contents](#) for the outline of this arrangement.

2.1 Coverage

This Agreement covers and is binding according to its terms upon the University and its employees. The agreement covers Academic, Professional, English Language Centre, Vocational Education and Training (VET) Educator and Senior employees.

This Agreement has been negotiated between the:

- Central Queensland University (CQUniversity)
- National Tertiary Education Industry Union (NTEU), and
- Australian Education Union QLD (AEUQ).

2.2 Term and Operation of Agreement

This Agreement will be effective from seven days after its approval by the Fair Work Commission (FWC) or such later date as the FWC specifies. The nominal expiry of this Agreement will be 1 July 2026.

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

This Agreement supersedes and replaces in its entirety any previous Agreement covering employment with the University. This Agreement operates to the exclusion of and wholly replaces any award (existing or future) and any industrial agreement which may otherwise, but for this clause, apply to those employees whose employment falls within the scope of this Agreement - except for trainee rates of pay which are as prescribed in the Miscellaneous Award 2020 (or successor).

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

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

2.3 University Policy Documents in relation to this Agreement

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

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

Should the University propose changes to a policy document referred to in this Agreement, it will consult with the Joint Consultative Committee (JCC) in relation to these changes.

2.4 Senior Employee Appointments

The purpose of this subclause is to exclude and/or vary the application of particular provisions of this Agreement to Senior Employees to whom this Agreement applies, who elect to enter into a Senior Employee Contract, on the basis that those employees are paid more than they would be entitled to if they were remunerated in accordance with this Agreement, the National Employment Standards and any applicable modern award.

The University may offer, and an employee may accept, a Senior Employee Contract if:

- they are paid a salary rate that is above that prescribed for a HEW Level 10 or Level E Academic, and
- they are appointed to a Senior Employee Position.

The University may employ an employee on a Senior Employee Contract on a fixed-term, casual or other basis.

For the purposes of calculating all other applicable entitlements, such as leave and termination entitlements, under the Agreement, the salary rate offered to employees employed on a Senior Employee Contract will be the rate detailed in their Senior Employee Contract.

The following parts of this Agreement do not apply to employees employed on a Senior Employee Contract:

- clauses dealing with fixed-term provisions, including clause 8.2
- clauses dealing with notice of termination, including clause 11 (except for clauses 11.2, 11.5 and 11.6)
- clauses dealing with redundancy, including clause 12
- clauses dealing with hours of work, including clause 14
- clauses dealing with the span of work, including clause 14
- clauses dealing with overtime, including clause 14
- clauses dealing with time off in lieu, including clause 14
- clauses dealing with increments, including clause 20
- clauses dealing with unsatisfactory performance, including clause 25
- clauses dealing with misconduct or serious misconduct, including clause 26
- clauses dealing with separation on the grounds of ill health, including clause 28
- clauses dealing with salary, including clause 29
- clauses dealing with annual leave, as set out in Table 22 of clause 39.1.

Except for those clauses excluded or varied under this subclause, all other provisions in this Agreement will apply to employees employed on a Senior Employee Contract.

3. Renegotiation of Agreement

The University and the Unions covered by this Agreement agree that in the normal course of events, the expeditious negotiation of a replacement Agreement is in the interests of the University and employees. To this end, at least three months prior to the nominal expiry date of this Agreement, the parties shall contact each other to determine an appropriate way forward for the negotiation of a new agreement. This would normally be followed with the provision to the other parties of a bona fide list of variations sought to the terms and conditions in the existing Agreement, including pay indicators, proposed to be included in the new Agreement. However, there may be circumstances where there is agreement that there is value in a delay. This delay can only occur where the parties agree.

This provision of bona fide variations shall occur within 30 days of that initial contact unless there is an agreed delay. Despite the foregoing statements, the University and the Unions may, during the life of this Agreement, agree in writing on a substitute set of arrangements regarding the renegotiation of a new Agreement for those set out above, and if they do so, they shall comply with those arrangements.

4. Definitions

Term	Definition
Academic duties	are defined within sub-section 13 of this Agreement. The performance and attainment in each of the academic duties can be demonstrated in a wide range of ways. The University policy document relating to academic promotions will be written, in consultation with academic employees, to ensure that appointment/promotion provides for the widest possible range of appropriate activities to be recognised as respectively, teaching and related work, research related work, scholarship related work, and service and engagement related work.
Academic employee	academic employees (Level A-E), Principal Research Employees and casual academic employees.
Academic misconduct	(for the purposes of misconduct/serious misconduct) is any action or attempted action that may result in creating an unfair academic advantage for oneself or an unfair academic advantage or disadvantage for any other member or members of the academic community. This includes a wide variety of behaviours, including but not limited to cheating, plagiarism, altering academic documents or transcripts, gaining access to materials before they are intended to be available, and helping a person to gain an unfair academic advantage. See also Research Misconduct.
Afternoon shift	commences at or after 10am and before 6pm and finishes at or after 6pm and at or before midnight.
Approved teaching qualifications (VET educators)	in relation to Vocational Education and Training delivery will be as defined in University policy document/s.

Term	Definition
Casual employee	<p>a person employed as a casual employee after accepting an offer of employment in which the University has made no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.</p> <p>a person engaged by the hour and paid on an hourly basis, or part thereof in 15 minute increments. Casual employees will receive a loading of 25% of salary in lieu of benefits not provided to casual employees, including paid leave entitlements (except for long service leave), redundancy pay, penalties and loadings not provided to casual employees.</p>
Chief investigator	a person responsible for a research project and who provides direction for the pursuit of the project.
Compensatory day off (Academic employees)	will be granted to academic employees, with the approval of the Dean/Director, for circumstances as specified in this Agreement. Compensatory days off (CDOs) do not attract annual leave loading and must be taken during the relevant calendar year at a time mutually agreed with the supervisor or are lost.
Consultation	conferring in a timely manner between the relevant employee/s, and where they choose their representatives, in such a way that the participants, who are provided with access to the relevant information, have the opportunity to contribute to and to influence the decision. Consultation does not mean reaching agreement.
Contact duties (VET educators)	<p>hours spent on the teaching/delivery of course/unit content. This includes but is not limited to:</p> <ul style="list-style-type: none"> • face to face teaching, in-class assessment or supervision of students in scheduled classes in any environment or setting, including classrooms, workshops, tutorials, examinations, industry and in the field • teaching by distance mode and online • workplace training and assessment, <p>and does not include time spent in course/unit preparation and administration.</p>
Contact hours (English Language Centre teachers)	hours of work in which the employee is engaged in face to face teaching or supervision of students in scheduled classes, lectures, tutorials, self-access groups, examinations, excursions and other teaching activities, but does not include time spent in course preparation and administration.
Continuous service	ends if the employment is broken by the passing of more than three months between the end of one employment contract and the next employment contract except that for casual employees, breaks between consecutive teaching terms will not constitute breaks in continuity. Continuity of an employee's service with an employer is not broken by absence from work or leave granted by the University, including such absence through illness or injury.
Current industry skills (VET delivery)	<p>the knowledge, skills and experience Educators and/or Academics are required to maintain in order to be consistent with the:</p> <ul style="list-style-type: none"> • requirements of the VET packages/accredited courses they are delivering, and • required skills the University has identified through industry engagement.
Currency (VET delivery)	the knowledge, skills and experience required by VET Educators and assessors and those who provide training and assessment under supervision to ensure that their training and assessment is based on current industry practices and meets the needs of industry.
Day shift	a shift which commences at or after 6am and before 10am and finishes at or before 6pm.
Delivery timetable (VET)	the timetable for each course in which individual educators are allocated responsibility, times, dates, delivery methods and locations for classes or training sessions run as part of the VET course. It aligns with VET programming. The delivery timetable will form the basis of the University's official timetable to be provided to students.
Disciplinary action	<p>action by the University to discipline an employee covered by this Agreement for unsatisfactory performance, misconduct or serious misconduct and is limited to:</p> <ul style="list-style-type: none"> • reprimand or counselling • demotion by one or more classification levels or increments • withholding of an increment • suspension with or without pay

Term	Definition
	<ul style="list-style-type: none"> • termination of employment. <p>Termination of employment can be used only in the event of proven unsatisfactory performance or serious misconduct.</p>
Equivalent full-time student load (EFTSL)	includes enabling, undergraduate, honours and postgraduate students. It is used as a measure of academic teaching allocations.
Eligible employee	a person employed by the University as a continuing or fixed-term (full-time or part-time) employee as defined in this Agreement.
Eligible casual employee	<p>for the purposes of parental leave:</p> <ol style="list-style-type: none"> 1) is a casual employee: <ol style="list-style-type: none"> a) who has been engaged by the University on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months, and b) who, but for the birth or the placement of a child, would have a reasonable expectation of continuing engagement by the University on a regular and systematic basis. 2) Without limiting subsection 1), a casual employee is also an eligible casual employee if: <ol style="list-style-type: none"> a) the employee was engaged by the University on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than 12 months and b) at the end of the first period of employment, the employee ceased, on the University's initiative, to be so engaged by the University and c) the University later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period of employment) that started not more than three months after the end of the first period of employment and d) the combined length of the first period of employment and the second period of employment is at least 12 months and e) the employee, but for a birth or placement of a child, would have a reasonable expectation of continuing engagement by the University on a regular and systematic basis.
ELICOS	English Language Intensive Courses for Overseas Students.
English Language Centre employee	a person employed principally to teach ELICOS, TESOL or other non-award English language course in an English language centre of an Australian university.
Fixed-term employment	employment for a specified term or ascertainable period.
Flex time	a variable working hour arrangement for professional employees whereby time off is accrued and taken on an hour-for-hour basis, initiated at the employee's request but requiring prior approval of the supervisor. It operates in accordance with University policy document/s.
Higher education worker (HEW)	a professional employee whose type of work is covered by the classification descriptors as outlined in Schedule 7 of this Agreement.
Identifiable funding external to the employer (fixed-term employment and contingent continuing)	funding such as Higher Education Participation and Partnerships Program (HEPPP), Indigenous Student Support Payment (ISSP), Student Services Amenities Fund (SSAF) or their replacements however so named.
Immediate family	<p>includes an adopted child; child; child-in-law; de facto spouse; ex-nuptial child; ex-foster child; foster child; grandchild; grandchild-in-law; grandparent; grandparent-in-law; parent; parent-in-law; parent through adoption; sibling; sibling-in-law; spouse; step-child; step-parent; step-sibling, dependent adult and any other person as approved by the University.</p> <p>A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband, wife, or partner of that person on a bona fide domestic basis although not legally married to that person.</p>
Indigenous Australian	a person of Aboriginal and/or Torres Strait Island descent who identifies as an Aboriginal and/or Torres Strait Islander person and is accepted as such by their

Term	Definition
	community.
Indigenous ceremonial obligations	may be “traditional” or “urban” in nature and may include initiation, birthing and naming, funerals, smoking or cleansing and sacred site or land ceremonies. Such leave may be inclusive of participation in NAIDOC week or Reconciliation Week activities or other nationally recognised calendar events.
Joint Consultative Committee (JCC)	the primary Union/University consultative body in relation to workplace reform and other significant employee relations issues.
Leading vocational teacher	a person who will commit to teaching excellence and a leadership role within a teaching team by performing higher level duties of an educational or strategic business nature.
Life skills (VET)	subjects which are to improve literacy, numeracy and competence of students in work related subjects.
Live work (VET) (Clause 15, Table 14)	practical, potentially high risk work where students are performing tasks on full-scale exercises conducted on campus, including workshops, and/or at locations external to the campus for example live energy work (gas and electrical), or working at heights.
Marker	an employee employed to undertake marking of student assessments on a casual basis. Such an employee must have relevant qualifications as prescribed in the Australian Quality Framework (AQF).
Misconduct	conduct which is not serious misconduct but is nevertheless conduct which is unacceptable.
Moderation (VET)	a quality control process aimed at bringing assessment judgements into alignment to ensure that the same assessment standards are applied.
NEAS	National ELICOS Accreditation Scheme.
Non-contact time (VET)	time spent by a VET Educator undertaking preparation and performing other organisational duties.
Night shift	commences after 6pm and before 6am the following day.
Parental and caring responsibilities	can include looking after: <ul style="list-style-type: none"> • a child who is school aged or younger • an immediate family or household member who is sick or injured • an immediate family or household member who needs care and support because of family or domestic violence.
Part-time employment	an employee engaged to work for a specific proportion of a full-time position and receive that proportion of the relevant full-time salary, and is entitled, pro-rata, to the benefits and non-salary conditions of a full-time position.
Parties to the Agreement	the University and those parties noted in the approval of this Agreement by the FWC.
Parties to the dispute	the University and the employee/s, or the Union/s raising the dispute or expected to respond to the dispute.
Policy Documents	refers to University policies and procedures.
Primary carer	a person who assumes the principal role of providing care and attention to a child.
Principal research employee	a person appointed on a fixed-term basis to lead, conduct or contribute expert assistance to research projects.
Professional employee	general employees (HEW Levels 1-10) as defined in the Central Queensland University Act 1998 (Qld), and support research-only employees (SRE Levels 1-7).
Professional development	a combination of activities including: <ul style="list-style-type: none"> • attendance at activities hosted or approved by relevant professional bodies and associations • attendance at conferences relevant to the profession • participation in workshops, networks, communities of practice or mentoring activities • participation in industry release scheme • pursuing relevant qualifications (including postgraduate qualifications) • participation in projects with industry, and • shadowing or working closely with other trainers and assessors.

Term	Definition
	For the purposes of allocating funding under this Agreement, professional development does not include mandatory institutional training or moderation and validation.
Programming (VET)	advance planning and design of half yearly or yearly workload allocation, including non-contact time and delivery and assessment for a team.
Recall	where a professional employee has been physically recalled to a University campus to perform work at a time when the employee would not ordinarily be at work and has not been notified prior to last finishing work that the employee would be called back.
Recognition of prior learning (RPL)	<p>an assessment process of the competency/s an individual possesses that may have been acquired through formal, non-formal and informal learning to determine the extent to which that individual meets the requirements specified in the training package or accredited course.</p> <p>Formal learning means learning that takes place through structured program of instruction and is linked to an Australian Qualifications Framework qualification or of Attainment.</p> <p>Non-formal learning means learning that takes place through structured program of instruction but does not lead to an Australian Qualifications Framework qualification or Statement of Attainment (for example, in-house professional development program).</p> <p>Informal learning means learning that results through experience of work-related, social, family or leisure activities (for example the acquisition of interpersonal skills through years of work experience in a relevant role).</p> <p>RPL is not counted as contact time.</p>
Redeployment	transferring an employee, ideally on a voluntary basis, from one substantive position to another substantive position within the University on a continuing basis. This action may be taken by the University when an employee's substantive position has been made redundant, or when an employee for medical reasons is no longer able to perform the duties and responsibilities required of their substantive position, or for other appropriate reasons.
Redundancy	a situation where a position is formally declared as 'surplus to requirements'; that is, the University no longer requires a particular function or job to be performed by anyone. The emphasis is on the function or the job and not the employee. The disestablishment of a job or position may result from reasons including, but not limited to, technological change, scaling down of operations or production, re-organisation or sustained reduction in student numbers. There are provisions within this Agreement and industrial legislation which govern procedures in respect to potential redundancy situations.
Redundancy package	means a financial payment which shall be made to an employee whose position has been identified as redundant and who has requested separation or where redeployment has been unsuccessful. Accepting a redundancy package will not be construed as resignation on the part of the employee.
Reflection and professional preparation (RPP) (VET educators)	used to prepare necessary work required prior to the commencement of education delivery.
Registered health practitioner	means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under the relevant federal law that provides for the registration or licensing of health practitioners (or health practitioners of that type). For the purposes of this Agreement, an acceptable medical certificate issued by a registered health practitioner must be issued in respect of the area of practice in which the practitioner is registered or licensed under a law of a State or Territory that provides for the registration or licensing of health practitioners.
Representative	a person the employee has chosen and whom the employee has requested to represent them. A representative can be an employee, officer or employee of the Union and is not currently practicing as a solicitor or barrister (in private practice), or a person the University has chosen to represent it who is an employee of an employer association and not currently practicing as a solicitor or barrister (in private practice).
Research employee	means an employee whose sole or predominant responsibility is to conduct or assist with a research project.
Research misconduct	(for the purposes of Misconduct/Serious Misconduct) (as defined by the Australian Code of Responsible Conduct of Research) involves intent and deliberation, recklessness or gross and persistent negligence and serious consequences, such as false information on the public record, or adverse effects on

Term	Definition
	<p>research participants, animals or the environment.</p> <p>It includes fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research, and failure to declare or manage a serious conflict of interest. It includes avoidable failure to follow research proposals as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment.</p> <p>It also includes the wilful concealment or facilitation of research misconduct by others. Research misconduct does not include honest differences in judgment in management of the research project and may not include honest errors that are minor or unintentional.</p>
Roster (Clause 7.4)	is a schedule that shows the days and times relevant employees are required to work. For academic employees, a teaching timetable does not constitute a roster of work.
Salary	the nominal salary paid to the employee, including any allowance, or loading which is counted as salary for superannuation purposes.
Senior employee	an employee on a senior employee contract, whose salary rate is above that prescribed for HEW Level 10 or Level E Academic, and is appointed to a senior employee position.
Senior employee contract	a written contract of employment between the University and a senior employee.
Serious misconduct	<ol style="list-style-type: none"> 1. Conduct that is serious misconduct includes wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment; and conduct that causes serious and imminent risk to the health or safety of a person. 2. Conduct that is serious misconduct includes (but is not limited to) the following: <ol style="list-style-type: none"> (a) the employee, in the course of the employee's employment, engaging in: <ul style="list-style-type: none"> • theft • fraud • assault, or • sexual harassment (b) the employee being intoxicated at work, or (c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment. 3. Paragraph 2 above does not apply if the employee is able to show that, in the circumstances, the conduct engaged in by the employee was not conduct that made employment in the period of notice unreasonable. 4. For Paragraph 2 (b), an employee is taken to be intoxicated if the employee's faculties are, by reason of the employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the employee is unfit to be entrusted with the employee's duties or with any duty that the employee may be called upon to perform.
Shift work	work in accordance with a fortnightly roster and is regularly carried out during recognised hours preceding, during or following the normal business hours of the University (i.e. 8.45am-4.45pm, Monday to Friday).
Shift worker	for the purposes of the National Employment Standards (NES), a seven day shift worker who is regularly rostered to work on Sundays and public holidays in an institution in which shifts are continuously rostered 24 hours a day seven days a week.
Support research-only employee (SRE)	an employee who is appointed on a fixed-term basis to primarily assist with or provide support to a research project and whose type of work is covered by the classification descriptors contained in Schedule 8 of this Agreement.
Supported wage system	means the Commonwealth Government system to promote employment for people who cannot work at full Agreement rates of pay because of a disability, as documented in 'Supported Wage System: Guidelines and Assessment Process'.
TESOL	Teaching English to Speakers of Other Languages.
TOIL	time-off in lieu of paid overtime.
Unsatisfactory performance	a situation where it has been established that an employee has failed to meet, over a reasonable period, the standard of performance expected for the position that they occupy.

Term	Definition
Validation (VET)	a quality review process that involves checking that the assessment tool/s produce valid, reliable, sufficient, current and authentic evidence to enable reasonable judgements to be made whether the requirements of the VET accredited course or training package have been met.
VET	acronym for vocational education and training.
VET educators	employees providing educational services predominantly to VET students, and includes the classifications of VET Tutor, VET Foundation Educator, VET Teacher, VET Marker, VET casuals and Leading Vocational Teacher.
VET Foundation Educator	a VET educator who has not yet attained training and assessment qualifications required for Trainers in the National Vocational Education and Training Regulator's Standards for Registered Training Organisations – however so named - (currently Certificate IV Training and Assessment) but meets all other requirements to become a VET teacher.
Senior VET Teacher	is a VET Teacher who, in addition to the qualifications, skills and experience of a VET Teacher, holds an approved teaching qualification and performs additional duties to those of a VET Teacher.
VET Teacher	a person engaged to teach predominantly VET students in that person's area of expertise in relation to courses or units offered by the University. The person must hold the relevant qualifications according to state and national legislation and regulation.
VET teaching team	includes whole delivery teams and/or educators and in some cases individual educators. They may also include academic employees delivering into the relevant VET course.
VET Tutor	a person appointed as such who is required, under the direction of a VET educator or in consultation with other VET educators, to conduct tutorials for the purpose of revising and consolidating student learning in theory and practical VET classes and to assist with student assessment, but does not teach. The person must hold the relevant qualifications according to state and national legislation and regulation.
Vocational competency	demonstrable skills and knowledge relevant to the industry area where VET is being delivered and assessed.
Voluntary separation package	means a financial payment which shall be made to an employee who has volunteered to separate based on a position having been identified as redundant. Accepting a voluntary separation package will not be construed as a resignation on the part of the employee.

5. Dealing with Disputes

- 5.1** It is agreed that the University, its employees and the Unions have an interest in resolving disputes arising under this Agreement in a timely manner. This dispute resolution process applies to any matters arising under this Agreement, or in relation to the National Employment Standards. Any resolution achieved in accordance with this clause will be in the form of a written agreement.
- 5.2** All parties to the dispute are able to be represented as defined by this Agreement.
- 5.3** While the parties to the dispute attempt to resolve the matter in accordance with this clause, work must continue as normal, other than with respect to bona fide health and safety issues, while the matter in dispute is being dealt with in accordance with this clause. This will not require that changed work practices cease.
- 5.4** Parties to the dispute should attempt to resolve the issues at a local level between the employee and supervisor in the first instance.
- 5.5** Where the dispute is not resolved within five working days (or other time as agreed by the parties), including where there is disagreement as to whether the dispute is capable of being resolved under this clause, or the dispute is impracticable to settle, or is raised by the relevant Union/s, or the University about any matter arising under this Agreement or the application of the National Employment Standards, the dispute must be advised to the Director, People and Culture in writing.
- 5.6** Upon receipt of a written notice of a dispute, the Director, People and Culture (or nominee) will convene a Dispute Resolution Meeting to try and resolve the dispute within 10 working days of written notice, unless agreed otherwise. The party/ies raising the dispute, and representatives of either party to the dispute, will be entitled to attend and participate in Dispute Resolution Meetings.
- 5.7** Where the discussions at the Dispute Resolution Meeting appear to require further investigation or consultation, the considerations/consultations may continue beyond the day of the initial meeting. Such discussions or consultations, however, shall not extend beyond five working days from the date of the initial meeting (or other times as agreed by the parties).

- 5.8** If the dispute is resolved at, or as a result of, the Dispute Resolution Meeting, all parties will be notified in writing as soon as practicable of the details of the resolution by the Director, People and Culture (or nominee) and the matter will be considered finalised.
- 5.9** Should the dispute not be resolved by the processes referred to above, either party to the dispute may refer the dispute to FWC, or if the parties concur, to an independent mediator agreed by the parties. At this point the relevant Union/s will be notified and have a right to appear as a party to the dispute. In dealing with the dispute, FWC or the agreed person may exercise all necessary and proper procedural powers which are necessary to make such dealings effective. Unresolved disputes will be referred to FWC within 20 working days (or other time as agreed by the parties) from the end of the meeting outlined in the clause above or the dispute will lapse.
- 5.10** FWC or the agreed person is empowered to resolve the dispute by conciliation and, if the dispute remains unresolved, by arbitration.
- 5.11** The decision of FWC or the agreed person will bind the parties, subject to either party exercising a right of appeal against the decision of FWC to a Full Bench.
- 5.12** Settlements reached through the processes above shall be without prejudice to other similar matters.

6. Flexibility

Individual Flexibility Arrangements

- 6.1** The University and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (1) The agreement deals with one or more of the following matters:
 - (a) The taking of additional leave without pay consequent upon the birth or adoption of a child, in addition to the leave provided for in this Agreement.
 - (b) The option to convert gross salary to alternative benefits for an eligible employee in accordance with this Agreement.
 - (c) The option for part-time professional employees to agree to a minimum engagement of less than four hours to suit their personal circumstances in accordance with this Agreement.
 - (d) The option of participating in a purchased leave scheme and other flexible arrangements in accordance with the flexible work year clause.
 - (e) The option of working flexible hours:
 - outside of the span of hours to meet personal needs subject to operational requirements, and/or
 - as averaged over a 2-to-4-week period.In which case, one or more of the following may be included for item (e):
 - arrangements about when work is performed
 - overtime rates
 - penalty rates
 - allowances
 - leave loading.
 - and
 - (2) The arrangement meets the genuine needs of the University and employee.
 - and
 - (3) The arrangement is genuinely agreed to by the University and employee.
- 6.2** The University must ensure that the terms of the individual flexibility arrangement:
- (1) are about permitted matters under section 172 of the Fair Work Act 2009, and
 - (2) are not unlawful terms under section 194 of the Fair Work Act 2009, and
 - (3) result in the employee being better off overall than the employee would be if no arrangement was made.
- 6.3** The University must ensure that the individual flexibility arrangement:
- (1) is in writing, and
 - (2) includes the name of the University and employee, and
 - (3) is signed by an authorised University representative and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee, and

- (4) includes details of:
- (a) the terms of the Enterprise Agreement that will be varied by the arrangement, and
 - (b) how the arrangement will vary the effect of the terms, and
 - (c) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement, and
 - (d) states the day on which the arrangement commences.

6.4 The University must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

6.5 The University or employee may terminate the individual flexibility arrangement:

- (1) by giving no more than 28 days written notice to the other party to the arrangement, or
- (2) if the employer and employee agree in writing, at any time.

Other Workplace Flexibilities

6.6 To ensure balance between paid work and unpaid caring work, employees with caring responsibilities are entitled to apply for flexible working arrangements which may include, but are not limited to:

- changing from full-time work to part-time work
- changing starting and finishing times within hours of work as regulated by this Agreement
- increasing or decreasing hours of work
- variable working hours arrangements for professional employees
- working from home where needed for caring purposes
- periods of leave without pay including the purchased leave scheme.

6.7 All employees (excluding casual employees) are eligible to apply to their supervisor to work a flexible work arrangement for up to 12 months or longer. Approval of applications for flexible working arrangements will depend on balancing the operational requirements of the business area along with the increased flexibility options and choice of the employee. The University will provide a written response to a request for flexible work arrangements within 21 days of its receipt and where an application is refused, the University will provide the employee with reasons for its decision.

6.8 An employee and their supervisor (on behalf of the University) may agree to ad hoc, short term, or regular working from home arrangements for reasons other than regular caring responsibilities, where the needs of the business unit, the employee and the University can be met.

6.9 Ad hoc, short-term or regular working from home arrangements for reasons other than regular caring responsibilities are to be discussed and considered on a case-by-case basis between the employee and the supervisor. The University will accommodate a request to work from home wherever feasible.

7. Consulting on Workplace Issues

7.1 Consultation processes

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

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

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

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

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

7.2 Role of the Joint Consultative Committee (JCC)

The JCC is the primary Union/University consultative body in relation to workplace reform and other significant employee relations issues. There will be a single Joint Consultative Committee (JCC) to cover the Enterprise Agreement. The JCC will comprise representatives of management and up to three nominees of each of the unions noted in the approval by FWC. A union may nominate to have additional representatives present for a particular meeting and this would not be unreasonably denied by the JCC Chair.

The JCC:

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

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

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

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

- a breakdown of the total number of employees by category (e.g. continuing, fixed-term, casual) and mode of employment (e.g. full-time, part-time)
- Indigenous employee numbers
- de-identified list of fixed-term contracts by category for all employees.

7.3 Introduction of Change

- 7.3.1 The University acknowledges that the management of workplace change requires the involvement of employees and the Union(s) who will be directly affected by that change.
- 7.3.2 Following a decision by the University that changes may be required in work activities, programmes, organisation, structure or technology which may have significant consequences, the University will initiate consultation with the relevant employees and the relevant Union(s), in a timely manner about the need for the change and the development of any significant change proposal in accordance with university guidelines.
- 7.3.3 This consultation will occur via the variety of mechanisms to communicate and consult, including the Joint Consultative Committee. This consultation will provide an opportunity for employees and the relevant Union(s) to consider and propose alternate options for managing change and to be meaningfully involved in the final decision about proceeding with change.
- 7.3.4 Significant consequences include, but are not limited to:
- substantial changes in the composition, operation or size of the University workforce or in the skills required,
 - the restructuring of organisational units,
 - variation to the delivery of university services which impact on its staffing structure, or any changes likely to lead to job losses.
- 7.3.5 Following consideration of feedback, if a decision is taken by the University to proceed with a significant change proposal, the University will consult with the relevant employees and the relevant Union(s), about any impacts of the implementation of that change on the work performed by employees. Such consultation will include implementation arrangements, including a timetable, processes to be used and measures to ensure that remaining employees are not disadvantaged by increased workloads or loss of career prospects. Consultation will include consideration of alternative ways of introducing those aspects of the change which impact on the work of employees and means to avoid detrimental impacts on employees including voluntary measures such as retraining, redeployment, part-time employment opportunities or voluntary separation. Where changes lead to positions becoming redundant, the University will comply with the redundancy provisions of this Agreement.
- 7.3.6 Where significant change to work organisation has occurred, a review of the impact of the change on workloads will occur within twelve months after the implementation of the significant change.

7.4 Change to Regular Roster or Ordinary Hours of Work

- 7.4.1 Where the University proposes to introduce a change to the regular roster (as defined in this Agreement at clause 4) or ordinary hours of work of employees, the University will notify and consult with the employees who may be affected by the proposed change.
- 7.4.2 The relevant employees may be assisted by the relevant Union for the purposes of the consultation, and the JCC may oversee this process.

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

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

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

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

7.5 Outsourcing

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

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

PART B: EMPLOYMENT

8. Categories of Employment

(Excluding English Language Centre employees and a senior employee who enters into a senior employee contract.)

8.1 Continuing employment

'Continuing employment' means employment made for an indefinite period. A continuing appointment may be either on a full-time or part-time basis and may contain a reasonable probationary period as outlined in the Probation clause of this Agreement. For professional employees only, it may alternatively be made on a term employment or annualised hours employment basis.

8.2 Fixed-term employment – academic and professional employees only

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

Fixed-term employment may either be on a full-time or part-time basis. For professional employees only it may alternatively be made on a term employment or annualised hours employment basis.

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

8.2.1 The use of fixed-term employment

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

(1) Specific task or project

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

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

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

- the employee is performing work which will cease within the following two years and there is no other suitable work, or
- the position is funded from identifiable funding external to the employer, not being funding that is part of an operating grant from government, or funding comprised of payments of fees made by or on behalf of students.

(2) Research

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

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

The University is committed to maximising continuity of employment for research employees. The employee and their supervisor will discuss the prospects of contract renewal at least eight weeks prior to the expiry of the fixed-term appointment. Whilst it is the responsibility of the supervisor to initiate these discussions, the employee may also instigate the conversation.

(3) Replacement employee

'Replacement employee' means an employee:

- (a) undertaking work activity that replaces an existing employee for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from their usual work area.

Where a continuing employee is seconded to a position within the University which would be a fixed-term appointment under this clause, the employee shall maintain continuing employment, but the original position temporarily vacated by the secondee may be filled on a fixed-term basis for the period of the secondment.

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

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

- (b) performing the duties of a vacant position for which the University has made a definite decision to fill and has commenced recruitment action.

(4) Recent professional practice required

Where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged on a fixed-term contract. For the purpose of this subclause, practical or commercial practice will be considered as 'recent' only when it has occurred in the previous two years.

(5) Pre-retirement contract

Where a full-time or a part-time employee 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 years.

(6) Fixed-term contract employment subsidiary to studentship

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

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

(7) Internship for CQUniversity Graduates into professional employee roles

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

(8) Apprenticeship or traineeship

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

(9) Significant unserviced student enrolment

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

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

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

(10) New organisational area

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

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

- a new discipline or sub-discipline of academic, administrative or commercial work not previously offered (including a new qualification), or
- an academic, administrative or commercial function offered in a new geographical location. This means the work will be physically delivered in a recognised CQUniversity location outside of the campuses where that function is currently offered, but not merely a new location within the same town or city, and not created from the merger or division of or movement of work from an existing location, or
- as otherwise agreed between the University and the relevant union.

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

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

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

(11) Disestablished organisational area

Where an organisational work area consisting of at least three employees (or with the agreement of the Union, fewer employees) has been the subject of a decision by the University to discontinue that work within 36 months (including a discontinued course/unit) fixed-term contract employment may be offered to work in that area provided that the decision to discontinue the work area be reversed or should for any other reason the employee's position or substantially the same position continue beyond a 36-month period, the employee shall be offered that work on a continuing basis as long as performance has been satisfactory.

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

(12) Early career academic

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

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

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

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

The University undertakes that the ECAPs will only be used for early career employees, and that this category will

not be used as a substitute for continuing employment. The number of ECAPs will not exceed five percent of the University's academic employee numbers without the agreement of the JCC.

(13) On a case-by-case basis

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

8.2.2 Further employment

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

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

8.2.3 Notice

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

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

Table 1: Fixed-term notice periods

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

Research Only fixed-term employees with continuous service of more than one year will be entitled to at least four weeks' notice of cessation or renewal of employment.

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

8.2.4 Severance pay

(1) This section applies to a fixed-term employee **engaged for a specific task or project or for research** whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment but it is not renewed because:

- (a) in the case of an employee on a second or subsequent fixed-term contract, the same or substantially similar duties are no longer required by the employer, or
- (b) the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

(2) Severance payment entitlements will be calculated for a period of continuous service as follows:

Table 2: Fixed-term severance pay

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

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

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

** the step down in severance pay at 10 years accounts for employees receiving pro-rata long service leave

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

8.3 Fixed-term employment – VET educators

- 8.3.1 'Fixed-term employee' means an employee engaged as a VET educator to meet temporary circumstances for a specified period not exceeding 12 months. Where such a need continues to exist for an engagement beyond 12 months a continuing, VET educator appointment shall be made except where mutually agreed by the relevant parties to this Agreement.
- 8.3.2 At the completion of the 12-month appointment, the University will review the need for the position and either:
- not renew the position as it is no longer required or there is no budget to support the appointment
 - renew the fixed-term position and seek agreement as outlined above. In this situation the incumbent will be offered appointment to that position so long as the original appointment was via merit-based selection under the University's recruitment and selection procedures and performance has been satisfactory, or
 - establish the position as continuing and appoint via a merit-based selection under the University's recruitment and selection procedures.
- 8.3.3 Where an employee has completed two years' continuous service in the same fixed-term position or substantively similar position, a review of the ongoing need of the position will occur after which the University will either:
- not renew the position as it is no longer required or there is no budget to support the appointment
 - renew the fixed-term position (in cases of a replacement appointment or where the position is externally funded) and seek agreement per subclause 8.3.2. In this situation the incumbent will be offered appointment to that position so long as the original appointment was via merit-based selection under the University's recruitment and selection procedures and performance has been satisfactory, or
 - establish the position as continuing and appoint the current incumbent provided that the original appointment was via merit-based selection under the University's recruitment and selection procedures and performance has been satisfactory.

8.4 Casual employment

'Casual employee' is defined as a person employed as a casual employee after accepting an offer of employment in which the University has made no firm advance commitment to continuing and indefinite work according to an agreed pattern of work shall mean a person engaged by the hour and paid on an hourly basis, or part thereof in 15-minute increments.

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

Casual rates of pay are contained in [Schedule 1](#).

Casual employees shall be eligible to apply for internally advertised University positions during the term of their employment.

The University will monitor casual employment arrangements and ensure that casual employees are aware of their rights for conversion as well as proactively converting positions if the criteria is met.

8.4.1 Casual academic employees engagement

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

- where it is not practicable to make a fixed-term appointment to fill:
 - either a short-term vacancy due to the absence or departure of an employee, or
 - a short-term appointment to assist in the completion of a specific project or task or during periods of peak work-flow, or
 - an appointment funded from a research grant, consultancy or similar arrangement to buy out research or teaching time.
- the work to be performed is irregular to the degree that it is not possible to predict the hours of work that may be offered from week to week or the number of weeks of engagement
- the content of the course and subject material that the appointee will teach requires current industrial or professional experience (must have worked in the relevant industry/profession no later than one year prior to appointment)
- employment is offered to postgraduate students
- employment is offered to a genuine retiree
- employment is offered to a person who has a primary occupation with the University or elsewhere or as a self-employed person
- there is an operational short-term need caused by a natural disaster, and
- other unplanned and unforeseen situations of a similar nature.

Casual academic employees are engaged in accordance with [Schedule 5](#) for a minimum of 2 hours and in 15 minute increments thereafter and will be paid for all work performed.

8.4.2 Resources and collegiality – Casual academic/VET educator employees

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

- library cards
- out-of-hours access where required to perform duties
- email accounts
- network and intranet access
- eligibility to apply for professional development opportunities
- are entitled to attend a paid induction and required systems training sessions for new employees where the casual academic /VET educator employee has not previously been employed by the University. In the event that a paid induction session is not made available, the employee shall be entitled to payment for up to five hours at the 'other academic duties' rate/VET casual other rate for the purpose of acquainting themselves with University policy document/s relevant to their duties and status as an academic under the guidance of the relevant supervisor. This payment must be claimed by the academic / VET educator casual through their timesheet.
- payment at the 'other academic duties' rate / VET casual other rate where required by the University to undertake refresher training.

8.4.3 Casual Professional Employees

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

- where it is not practicable to make a fixed-term appointment to fill:
 - a short-term vacancy is created due to the absence or departure of an employee
 - a need to engage additional employees for a short term to assist in the completion of a specific project or task or during periods of peak work-flow
 - a situation where the work to be performed is irregular to the degree that it is not possible to predict the hours of work that may be offered from week to week
- employment is offered to postgraduate students
- employment is offered to a genuine retiree
- employment is offered to a person who has a primary occupation with the University or elsewhere or as a self-employed person
- where there is an operational short-term need caused by a natural disaster
- other unplanned and unforeseen situations of a similar nature.

8.4.4 Conversion for casual employees

(Excluding support research-only employees.)

- (1) The University will make an offer to a casual employee for conversion to continuing employment if:
 - (a) the employee has been employed by the University for a period of 12 months beginning the day the employment started, and
 - (b) during at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis, which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee (as the case may be).
- (2) The offer will:
 - (a) be in writing, and
 - (b) be an offer for the employee to convert:
 - (i) for an employee that has worked the equivalent of full-time hours during the period referred to in paragraph (1)(b) – to full-time employment, or
 - (ii) for an employee that has worked less than the equivalent of full-time hours during the period referred to in paragraph (1)(b) – to part-time employment that is consistent with the regular pattern of hours worked during that period, and
 - (c) be provided to the employee within 21 days after the end of the 12 month period referred to in paragraph (1)(a).

Conversion to continuing status not made

- (1) The University is not required to make an offer to a casual employee if:
 - (a) the employee has been employed by the University for the 12 month period but has not worked a regular pattern of hours on an ongoing basis, or
 - (b) There are reasonable grounds not to make the offer, based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.
- (2) Reasonable grounds for deciding not to make an offer includes the following:
 - (a) Within the next 12 months:
 - (i) the employee's position will cease to exist,
 - (ii) the employee's hours of work will significantly reduce
 - (iii) the employee's days and/or times of work will significantly change which cannot be accommodated within the employee's available days or times for work.
 - (b) making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.
 - (c) The University would need to make a significant adjustment to the employee's work hours for them to be employed either fulltime or part-time.
- (3) The University will give written notice to a casual employee within 21 days after the end of the 12 month period and:
 - (a) advise the employee that the University is not making an offer for conversion to continuing status, and
 - (b) include details of the reasons for not making the offer.

Conversion of casuals is detailed in University policy document/s.

8.4.5 Casual VET educators are engaged in accordance with [Schedule 10](#)

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

8.5 Funding Contingent Continuing Roles

8.5.1 Research-Contingent Continuing (RCC) employment

The parties to this Agreement agree that there are many legitimate reasons why current contract research

employees cannot practicably be offered continuing employment, most notably uncertainties associated with external research funding grants and the associated difficulty of redeploying employees with highly-specialised skills should the research funding which supports their employment cease.

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

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

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

8.5.2 Identifiable External Funding Contingent Continuing (IEFCC) Employment

The parties to this Agreement agree that there are many legitimate reasons why current fixed-term employees cannot practicably be offered continuing employment, most notably uncertainties associated with identifiable external funding associated with fixed term employment under clause 8.2.1(1) and as defined in clause 4, and the associated difficulty of redeploying employees if funding ceases, given their specialized skills and the availability of suitable vacant positions.

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

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

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

8.5.3 Conversion Process

The process for conversion of fixed-term positions to RCC or IEFCC employment is detailed in University policy and procedure, and will only occur where:

- (1) the employee has been employed on two or more consecutive fixed-term contracts in the same or similar position over a period of three years or more
- (2) their selection was by a merit-based process, and
- (3) performance has been satisfactory.

8.5.4 Status of employees after conversion

After conversion or appointment to RCC and IEFCC employment, an employee may be assigned from project to project or may be deployed on a range of projects as a RCC or IEFCC employee to meet the research/student service/specialised needs of the University.

Any such periods of assignment shall be in writing, which shall specify the duties to be performed, the reporting relationships and the duration of the assignment, which shall be determined by the expected length of the relevant project. An employee may hold more than one assignment at the same time, where they are assigned to different projects.

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

8.5.5 Redundancy arrangements for RCC and IEFCC employees

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

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

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

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

An employee who has been given notice of redundancy may apply to the Vice-Chancellor and President (or nominee) within 10 working days, for a review of the process leading to the decision to declare the position redundant, on the grounds that the University did not act impartially or properly in making the decision to declare the position redundant or that the decision was discriminatory. The Vice-Chancellor and President (or nominee) shall make a determination which finalises the matter within the six week notice period and any payment in lieu shall be limited to the balance of that period.

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

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

9. Modes of Employment

9.1 Full-time employment

A full-time academic employee is engaged to work an indicative 1610 hours across the year and within an average of five days per week in order to perform their assigned duties in the interests of maintaining the efficient operation of the University. Such an employee is paid at the full-time salary in accordance with [Schedule 1](#).

A full-time professional employee is engaged to work an average of 36.25 hours per week and to perform their assigned duties in the interests of maintaining the efficient operation of the University. Such an employee is paid at the full-time salary in accordance with [Schedule 1](#).

A full-time VET educator is engaged to work 36.25 hours per week and to perform their assigned duties in the interests of maintaining the efficient operation of the University. Such an employee is paid at the full-time salary in accordance with [Schedule 1](#).

9.2 Part-time employment

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

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

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

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

9.3 Term employment – professional employees

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

During the periods of the calendar year that the employee is not required to perform work, the employee's employment contract will continue. However, with the exception of periods of approved paid leave, the employee will be deemed to be stood down for such periods. Such periods will not count as service for any purpose but will not break the continuity of service. During a period of stand down, should additional hours become available, it will be offered to stood down term employees, before it is offered to casual employees.

9.4 Annualised hours employment – professional employees

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

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

9.5 Purchased Leave Scheme

This replaces the former 48/52 Flexible Work Year.

A purchased leave scheme is intended to provide flexibility in employment for employees with family responsibilities and for employees who wish to extend their leave options for personal reasons. The arrangements for a purchased leave scheme will be in accordance with University policy document/s.

9.6 Multiple modes of appointment

In most cases, an academic, professional or VET educator will be employed under a single contract of employment. It is recognised however, that from time to time and in accordance with University policy document/s, full-time and part-time employees may also voluntarily engage in other casual employment within the University, in addition to their normal duties, with the approval of their substantive head of business area.

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

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

9.7 Advertising of professional employee vacancies

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

10. Requirement to State Terms of Engagement

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

- For employees other than casual employees, the classification level and salary of the employee on commencement of the employment, and the hours or the fraction of full-time hours to be worked and the campus location (and where applicable, where this position has been identified as a position that may be relocated in accordance with the Transfer and Job Rotation clauses of this Agreement)
- For fixed-term academic or professional employees, the term of the employment and the reason for the fixed-term contract as per clause 8.2.1
- For a fixed-term VET educator, the terms of the employment
- For academic employees any possible requirement to deliver into VET Qualifications
- For casual employees, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for
- For any employee subject to probationary employment, the length and terms of the probation
- other main conditions of employment including the identity of the employer, the location of University policy documents and other conditions of employment, the duties and reporting relationships to apply upon appointment
- the requirement to participate as an employee and/or a supervisor in performance review processes
- procedures to be instigated in the event of unsatisfactory performance. Staff will be advised of any change to their supervisor's name or position.

11. Notice of Termination

Termination of employment may only occur on the following grounds and according to the procedures of this Agreement, excluding casual employees:

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

11.1 Notice period required of the University

(This clause does not apply to casual employees, or a senior employee who enters into a senior employee contract.)

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

Table 3: Termination notice periods

Reason for Termination	Academic employee notice period	VET educator notice period*	Professional employee notice period*
Termination during probation	3 months	4 weeks	4 weeks
Unsatisfactory Performance	3 months	4 weeks	4 weeks
Termination on medical grounds	3 months	6 weeks	6 weeks

*For professional and VET educator employees - If the employee is over 45 years old and has completed at least two years of service at the end of the day notice is given, the employee will receive an additional one weeks' notice.

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

Where, the University terminates an employee found to have engaged in serious misconduct, no notice of termination is required.

11.2 Time off during notice period

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

11.3 Notice period required of the employee - resignation/retirement

(This clause does not apply to a senior employee who enters into a senior employee contract.)

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

Table 4: Resignation/retirement notice periods

Category of employee	Notice period
Academic employees – continuing and fixed-term	3 months
Academic employees – casual	1 hour
Professional employees – continuing and fixed-term HEW Level/SRE 1-5	2 weeks
HEW Level/SRE 6-10	4 weeks
Professional employees – casual	1, 2 or 3 hours (equivalent to minimum engagement hours at Table 8)
VET educators – continuing and fixed-term	4 weeks
VET educators – casual	1 hour

If an employee, who is at least 18 years old, does not give the period of notice required above, the University may deduct from wages due to the employee (not from accrued leave entitlements or above award payments) an amount equal to one week's wages for the employee.

At the discretion of the Vice-Chancellor and President (or nominee), the University may accept a shorter period of notice, in which case no deduction from wages owed will be made.

11.4 Professional employees stood down in December, re-employed in January

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

11.5 Statement of employment

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

11.6 Return of University property

On termination of employment, or earlier during the notice period on request, employees must return all University property to the University.

12. Redundancy Provisions

This clause does not apply to:

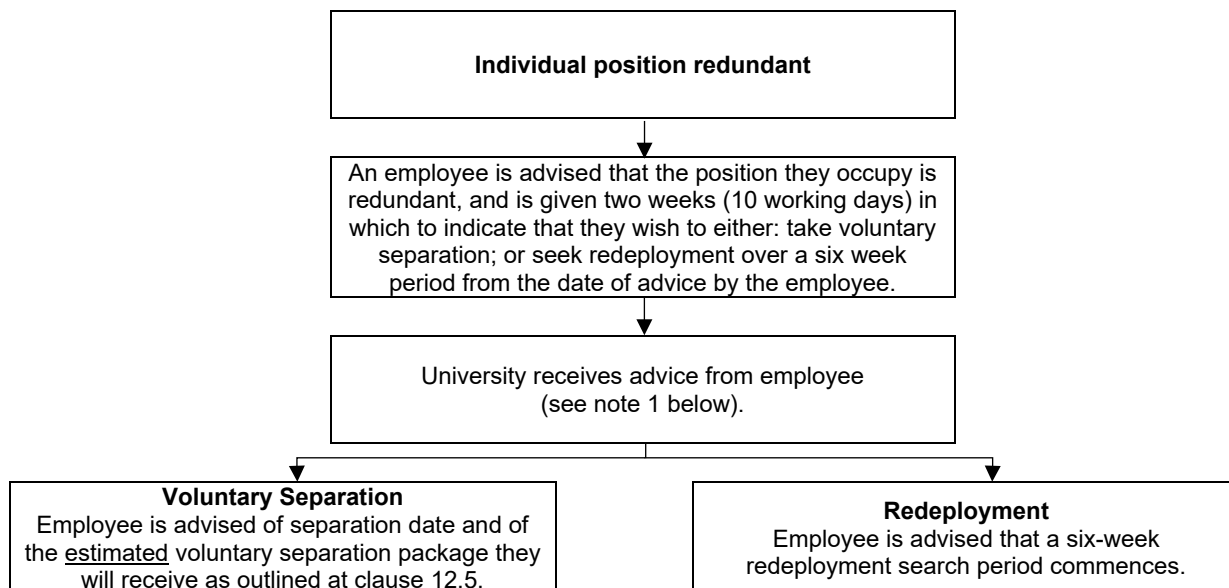
- Senior employees
- Principal research employees
- Research Contingent Continuing employees
- Support research-only employees
- Fixed-term employees
- Casual employees
- English Language Centre Teachers.

12.1 General Principles and consultation

- 12.1.1 The University is committed, wherever possible, to maximising the job security of its employees, and recognises that the first priority in dealing with redundancy is to consider voluntary measures. The University will make all reasonable efforts to manage job reductions through natural attrition and transfer of an employee/s within the University. Prior to moving to the redundancy provisions as detailed in this clause involuntary redundancy will be considered as a last resort.
- 12.1.2 The University may declare a position redundant as a result of changes in operational requirements of the University which have significant effects of an economic, technological, structural or similar nature, including, but not limited to:
- a decrease in student demand or enrolments in any academic course, unit or combination or mix of courses or units conducted on one or more campuses
 - a decision to cease offering or to vary the academic context of any course, unit or combination or mix of courses or units conducted on one or more campuses
 - financial necessity within a business area, cost centre or across the University
 - changes in technology or work methods
 - scaling down of operations or production, re-organisation or sustained reduction in student numbers
 - re-organisation.
- 12.1.3 The process for determining whether a position is redundant is set out in the relevant University policy document/s. In circumstances when only one or a small number of positions are subject to redundancy, the University will not instigate a large scale call for expressions of interest in voluntary measures. The individuals whose positions are subject to redundancy will be afforded the opportunity to express an interest in voluntary separation or voluntary redeployment.
- 12.1.4 Procedures for managing the above options are detailed in University policy document/s. Where an employee wishes to express interest in voluntary measures, they must do so by providing a written expression of interest and submitting it to the relevant Senior Executive within 10 working days of the University's call.
- 12.1.5 The University retains the right to accept or reject expressions of interest based upon the need of the business area to retain the incumbent of a position.
- 12.1.6 An employee who is able to be voluntarily redeployed will participate in a trial placement of three months. If prior to the end of the trial period, the employee is offered a permanent transfer to the position and the employee declines, or where the employee is unable to perform the duties of the trial position, the employee will be entitled to a redundancy package.
- 12.1.7 An employee who made an expression of interest for either of the abovementioned voluntary measures which was not accepted may seek a review of the decision through the grievance resolution process outlined in the Grievance Resolution clause of this Agreement. The parties agree that any such matters will commence at the third level of the grievance procedures.

12.2 Single position

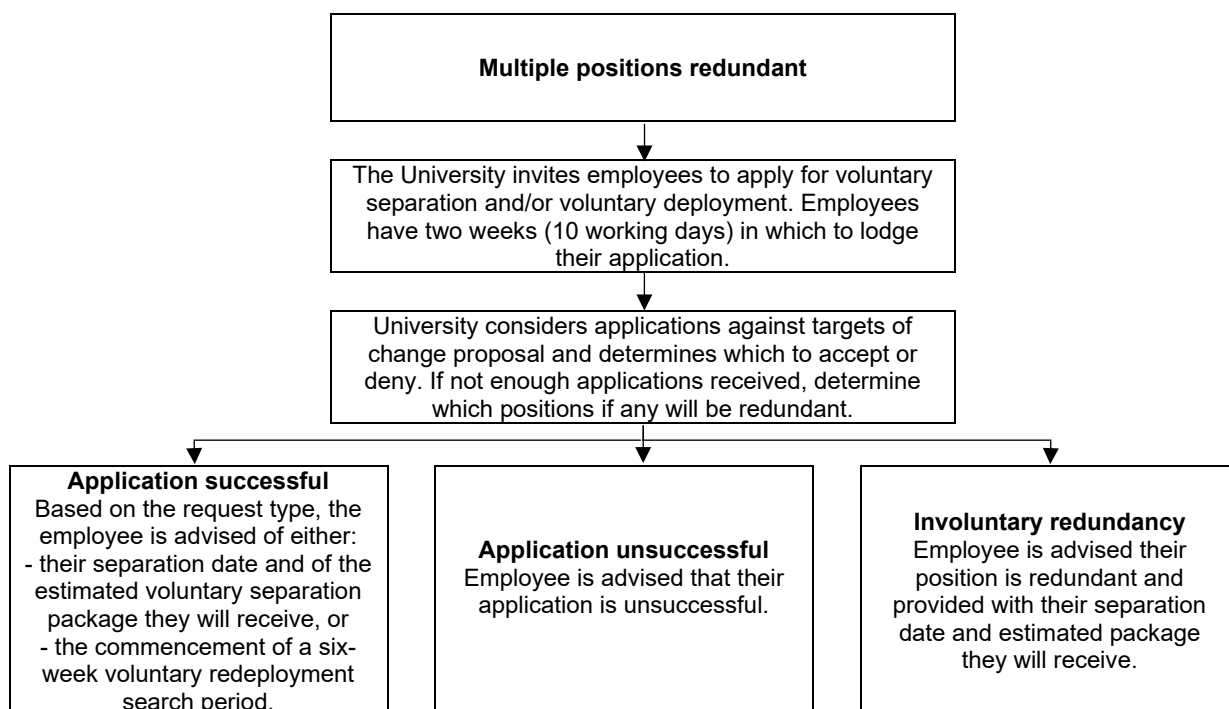
The University may declare a single position redundant as a result of changes in the operational requirements of the University. In this situation the University will consult with the employee/s, and their representative, about the need and incidence of such a process and provide them with sufficient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



12.3 Multiple positions

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

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



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

12.4 General Points regarding Voluntary Separation and Redundancy Payments

- (1) All payments under this clause shall be calculated on the employee's salary rate at the date of cessation and shall include any work related allowances which are counted as salary for superannuation purposes (this does **not** include allowances which are subject to regular review).
- (2) The date of cessation of employment will be determined by the University through consultation with the employee.

- (3) An employee who has worked different modes of employment on a continuous basis (e.g. full-time, part-time or casual) have the equivalent full-time years of service used in the calculation of their voluntary separation or redundancy payment. For example, where an employee has served for 10 years, eight years on a full-time basis and two years on a 50% part-time basis, this service will equate to nine years full-time service.
- (4) Any voluntary separation or redundancy payment is capped at a maximum of 52 weeks for Professional and VET Educator employees and 60 weeks for Academic employees, excluding other leave entitlements and loadings payable on termination. The benefits in this clause are in lieu of any notice period.
- (5) An employee who receives a voluntary separation or redundancy payment in accordance with this clause will not be re-employed by the University within 12 months of their separation date, unless approved by the Vice-Chancellor and President.
- (6) An employee to whom this clause applies may seek the advice and assistance of their nominated union at any time during the period of operation of this clause.
- (7) Any monies payable to the University by an employee, with respect to appointment and relocation expenses and Staff Study Support Fees or Student Contribution fees (except if the employee fails), shall be waived in the event that the employee's position is made redundant.
- (8) An employee whose employment with the University is terminated due to redundancy will be issued with a letter signed by the Director, People and Culture certifying that the individual was the occupant of a position deemed to be surplus to the requirements of the University.
- (9) If more than 15 employees are to be retrenched, Centrelink will be advised in writing.

12.5 Voluntary Separation Package

Employees who obtain a voluntary separation package will receive the following:

- voluntary separation payment equivalent to:
 - three weeks salary for every completed year of continuous service less than or equal to 10 years, and
 - two weeks salary for every completed year of continuous service in excess of 10 years,

OR

 - a minimum payment of four weeks salary, whichever is the greater,
- and
- the balance of the unused eight week consideration period if the employee responds to a call for voluntary separation within 10 working days of the call, plus
 - two weeks salary incentive payment, plus
 - payment on a pro-rata basis for long service leave calculated on completed years of service or part thereof, less any period/s of long service leave already taken, plus
 - payment of any accrued annual leave and leave loading entitlements.

12.6 Redundancy package

Employees who obtain a redundancy package will receive the following:

- redundancy payment equivalent to:
 - three weeks salary for every completed year of continuous service less than or equal to 10 years, and
 - two weeks salary for every year of continuous service in excess of 10 years

OR

 - a minimum payment of four weeks salary, whichever is the greater, and
- payment on a pro-rata basis for long service leave calculated on completed years of service or part thereof, less any period/s of long service leave already taken, and
- payment of any accrued annual leave and leave loading entitlements.

For Academic Employees only, they will also receive an additional payment based on the employee's age as per the table below:

Table 5: Academic redundancy additional payment (age-based)

Age of Employee	Redundancy Payment
45 years or over	22 weeks
40 – 44 years	20 weeks
39 years or under	18 weeks

12.7 Grand-parenting of redundancy payment for academic employees appointed and employed on a fixed-term or continuing basis as at the date of approval of this Agreement.

Academic employees appointed and employed on a fixed-term or continuing basis as at the date of approval of this Agreement will be capped at a maximum of 78 weeks, excluding other leave entitlements and loadings payable on termination. The benefits in this clause are in lieu of any notice period.

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

Table 6: Academic redundancy (grand-parented)

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

Plus

- payment on a pro-rata basis for long service leave calculated on completed years of service or part thereof, less any period/s of long service leave already taken, and
- payment of any accrued annual leave and leave loading entitlements.

12.8 Review

An employee who has been given notice of redundancy may apply to the Vice-Chancellor and President (or nominee) within 10 working days for a review of the process leading to the decision to declare the position redundant, on the following grounds:

- the University did not act impartially or properly in making the decision to declare the position redundant or,
- the rules of natural justice were not applied, or
- the decision was discriminatory.

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

PART C: HOURS, PATTERNS OF WORK AND WORKLOADS

13. Academic Employees

13.1 Attendance

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

13.2 Workload Allocation

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

The purpose of this clause is to provide guiding principles and workload allocation guidelines for the allocation of academic duties. Outcomes for the various academic duties will be agreed and documented as part of a formal performance review. The principles and guidelines of this clause will be applied in a transparent and equitable manner.

Principles to be applied include the following:

- 13.2.1 Workload may be allocated across various modes of teaching with new modes being introduced as required. The allocation of workload will primarily be based on the number of EFTSL but may include new allocation modes that will be trialled and endorsed by the JCC.
- 13.2.2 For the purposes of this clause, EFTSL includes enabling, undergraduate and postgraduate students. One EFTSL constitutes the equivalent of one year of full-time equivalent study. For undergraduate and enabling students, this equates to eight units (i.e. 8 by 6 units of credit = 48 uc). In team-teaching situations, the EFTSL will be pro-rated. These allocations will be based on the categories assigned. The Supervisor will provide the detail of the EFTSL calculations that inform the allocation of workload to the academic employee. Work will be allocated to academics based on the teaching and research category they have been assigned during their performance review (which is based on outcomes measured by the Academic Profiles document - howsoever named), and shall be applied as follows:

Table 7: Academic Categories

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

- 13.2.3 Discussions will need to occur between individuals and their supervisor during their performance review regarding the appropriate category based on demonstrated performance outcomes.
- 13.2.4 Where an academic employee either does not meet, or alternatively exceeds, the criteria for research/scholarship output for their category, that employee may be moved to the appropriate category as of the beginning of Term 1 the following year, except that the academic employee may request to retain their current category for a period of up to 12 months only where they have a reasonable and practical plan to meet the criteria within the 12-month period. This plan will form part of the performance review discussions. If, at the end of the 12-month period, the

academic employee has not achieved the criteria, the supervisor may confirm the employee's movement into the new category.

- 13.2.5 Academic employees will be afforded the opportunity over time to undertake academic duties and demonstrate performance in all of the areas defined in this clause.
- 13.2.6 It is not intended that an employee will perform simultaneously, all of the duties listed in Clauses 13.12 – 13.15, but that through the performance review process, a fair and reasonable selection of these duties will be allocated bearing in mind the employee's academic level, career aspirations and teaching/research commitments.
- 13.2.7 Annual workload allocation would normally be finalised prior to the commencement of the following academic year. However, there may be circumstances, (e.g. when workload has not been fully allocated) where variations need to take place during the year. Although employees may be consulted, they will not be expected to find their own replacements for periods of annual, long service, or sick leave. There will be a pro rata consideration of workload requirements where long periods of leave are taken, and where practicable, such leave will be flagged in the previous year. The workload allocation model is an EFTSL-based model, and any workload relief provided will be on the basis of EFTSL equivalence (e.g. an EFTSL allowance for writing new units/development of new courses). Team teaching will be pro-rated across the EFTSL accruing for that course.
- 13.2.8 In team teaching situations, the total EFTSL for the unit will be distributed amongst the members of the teaching team in accordance with their contribution to the various teaching activities (coordination/lecturing/marking/laboratories, etc.) depending upon the nature of the teaching and learning methods used within the unit/course.
- 13.2.9 A proportion of EFTSL shall be allocated for unit coordination, with a 20% proportion being appropriate for most units. However, in the case of larger student numbers with higher marking support provided, such an allocation will be commensurate with the unit coordination requirements.
- 13.2.10 In general, it would be expected that at least 40% of the EFTSL allocation would be allocated to teaching delivery. Before workload allocations are finalised, individual academic employees will be consulted to ensure that their advice about career goals, family and carer responsibilities, disabilities, as well as annual and other leave intentions are factored in when considering their allocated academic duties.
- 13.2.11 Adequate provision will be made in the allocation of academic duties for the taking of recreation, long service and other forms of paid and unpaid leave (including study leave and secondment) as well as involvement in agreed workplace activities both within and outside the business unit.
- 13.2.12 The reasonableness of the total workload for each academic employee will be assessed by ensuring that the required duties can be completed in an indicative 1610 hours across the year and within an average of five days per week.
- 13.2.13 The outcomes expected of academic employees to be used in allocating the various academic categories will be identified in the Academic Profiles document (howsoever entitled), and any changes to these and related documents will require consultation with academic employees (including endorsement by the JCC).
- 13.2.14 Management will compensate academic employees with appropriate workload relief for extraordinary administrative burdens such as academic leadership, supervisory functions, significant system upgrades or new academic governance systems, and the development of new units or significant redevelopment of existing units.
- 13.2.15 Adequate appropriate training and development (which includes appropriate opportunities to pursue postgraduate qualifications) will be provided.
- 13.2.16 Work allocations, including calculations, will be published in the business area in a timely manner.

13.3 Allocation requirements

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

- 13.3.1 An academic employee will not be required to:

- be involved in the coordination, teaching and related duties, or learning management delivery of more than six units, or
- for more than two terms in a calendar year, or
- more than three consecutive terms across years,

except where:

- an academic employee agrees to or requests a greater teaching load in a particular year in exchange for a commensurately lesser teaching workload as part of an arrangement for employee development planned over a period of two or more years, and
- the higher load is mutually agreed between the employee and their Dean/Head, or

- the staff member requests teaching and learning management activities in three terms.
- 13.3.2 An employee may be allocated coordination, teaching and/or learning management delivery in three consecutive terms where that is the only feasible way of allocating a reasonable individual workload.
 - 13.3.3 In any circumstances where the employee undertakes teaching and related duties in three consecutive terms, the following term must then be an allocated non-teaching term.
 - 13.3.4 An academic employee allocated coordination, teaching and related duties, and/or learning management delivery in six units will be deemed to be undertaking a full workload.
 - 13.3.5 An academic employee cannot be required to undertake additional units to achieve the relevant EFTSL limit. This does not preclude an employee being asked to take on more units by their Dean/Head.
 - 13.3.6 Other than during residentials, intensives or other block teaching, academic employees will normally be allocated at least one teaching-free day per week.
 - 13.3.7 Where an academic employee delivers a residential school or intensive on a weekend or public holiday, or is required to travel to the residential school on a weekend or public holiday, they will be compensated for the unsociable hours by the granting of a compensatory day off for each day of delivery or travel, the timing to be negotiated with the Dean/Head of Business Area or nominee.
 - 13.3.8 Academic employees will not be required to undertake scheduled or unscheduled teaching on weekends, or before 8am or after 9pm, without their agreement.
 - 13.3.9 Work allocations shall be made so as to ensure that academic employees may take their annual leave in that year in an unbroken period, if requested.
 - 13.3.10 Work allocations will factor in any teaching or research buy-outs, but the effect will be to reduce workload by the amount of the buy-out, not to use the buy-out to add additional workload.
 - 13.3.11 Academics with fractional appointments shall have their workload pro-rated to the same full-time fraction.
 - 13.3.12 The Dean/Head will provide all academic employees in an organisational unit with the workload allocations and EFTSL calculations for that organisational unit. This will include all other activities that make up workload.
 - 13.3.13 Academic employees employed prior to 16 March 2018 (date of Fair Work Approval of Central Queensland University Enterprise Agreement 2017) cannot be required to deliver into VET Qualifications. They may agree or express an interest to their supervisor. All academic employee appointments made after the date of approval may contain a requirement to deliver VET Qualification units.
 - 13.3.14 Based on the principle that 36 hours of academic effort equates to one EFTSL and that each hour of face-to-face teaching delivery is equivalent to 1.5 hours of academic effort, where an academic employee delivers teaching to VET students, the quantum of EFTSL workload allocation will be agreed with their supervisor. Course design will be agreed between the employee and their supervisor.
 - 13.3.15 Research higher degree (RHD) supervision/teaching will attract two EFTSL for full-time candidates (this will be pro-rata for part-time candidates) with no more than one EFTSL and no less than 0.5 EFTSL for each supervisor per RHD candidate. Where the RHD candidate is external, the employee and the Dean/Head will determine the appropriate EFTSL allocation.
 - 13.4** Any demonstrable excess EFTSL worked during one calendar year will be carried over to future allocations such that there is an equivalent reduction in future academic duties (unless requested by the academic for promotion purposes). Disagreements about such reductions will be resolved by the Dean or Head of Business Area.
 - 13.5** Where an EFTSL model is not adequate to predict the time taken to complete the work required, such as for units with higher face-to-face components or low enrolment units, an actual time model may be utilised.
 - 13.6** When new modes of teaching are introduced (for example, Be Different), an alternative mechanism for calculating the allocation of teaching can be trialled with consultation with employees and endorsement by the JCC in accordance with time worked as per the agreed trial model detailed in University Procedure Documents. The trialled model will be reviewed through JCC.
 - 13.7** Where the trial has been implemented and consultation with affected staff indicates that the trial has been successful and the JCC endorses, the alternative mechanism can be used as a supplement to the workloads allocation provisions of this Agreement.
 - 13.8** It is recognised that an EFTSL model may not be appropriate for all delivery requirements. Within 6 months of approval of this agreement, the University commits to trialling models that have been developed in consultation with employees and their representatives to accommodate for that. These models may include time allocation, for example.
 - 13.9** A trial model may outline the time allocations that teaching and related duties take in a given unit and allocate those to the relevant employee(s). The model may allocate hours at the relevant percentage of the total 1610 hours

allowed to be worked. For example, a model may allocate up to 885.5 hours of teaching and related duties hours to a 'Teaching and Research' employee, where all the duties are counted as hours.

- 13.10** The parties will attempt to develop and implement trials of alternative workload models in good faith, and with the objective of developing models that more accurately reflect the time it takes to undertake the teaching and related duties. However, any academic employee who believes that the EFTSL calculation would be more favourable to their workload allocation will be based on the number of EFTSL as outlined in Table 7.
- 13.11** The calculation of the workload will incorporate both the transition of the unit content between modes and the teaching requirements.
- 13.12 Teaching and related duties, includes but is not limited to:**
- unit and course coordination and all required activities related to these coordination roles
 - development of curriculum, pedagogy, maintaining currency and further development of teaching materials and unit/course learning resources for delivery on-campus, online and at other campuses and delivery sites, both in Australia and overseas
 - delivery to students through lectures, tutorials, laboratory classes, teaching intensives, residential schools, practicums, clinical education and training, work integrated learning, project-based learning, performance, online presentations, research projects, fieldwork and team teaching as required for all approved CQUniversity units and delivery modes
 - effective engagement with students through positive face-to-face interactions, high standard online delivery and through professional phone, technology based and email communication
 - supervision of other academic teaching employees, including fixed-term and casual employees as required at other campuses
 - academic supervision of honours and postgraduate research students
 - setting, assessing and grading of all required student work including assignments, quizzes, exams, portfolios, performances, clinical competency, projects and all other approved assessable items
 - all required teaching and learning related administration, including preparing unit profiles, setting textbooks, formal advice to students, unit grade submission reporting, unit and course enhancement reporting and internal and external accreditation requirements
 - maintaining currency with existing teaching technologies and implementing unit delivery through new approved teaching and learning technologies and platforms as required, and
 - any other teaching and learning duties not listed above which are manifestly teaching and learning duties.
- 13.13 Research related work includes, but is not limited to:**
- developing research ideas and concepts, research themes and specific projects
 - writing research proposals, grant applications and securing external funding
 - gaining required ethics, permits or other approvals prior to conducting research related activities
 - undertaking research projects
 - supervising, mentoring and directing the research activities of other research employees and research students
 - leading the research activities of a University research centre or institute
 - publication of research monographs, book chapters and peer reviewed research journal articles
 - presentation of research outcomes and results to academic peers at significant national and international conferences
 - acting as an invited reviewer or editor for research publications
 - conducting original and creative performance work, and
 - any other research activities not listed above which are manifestly research related activities.
- 13.14 Scholarship of learning and teaching related work includes, but is not limited to:**
- any research or other work that directly informs the academic's teaching and curriculum development, including intramural service
 - keeping abreast of current developments in the discipline field both nationally and internationally, sharing reflective teaching practice through presentations, publication and research on teaching and learning practice and theory and leading the introduction of new teaching approaches, and
 - experimenting with and developing efficient and effective uses of technology for knowledge delivery.

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

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

13.16 Academic promotion for academic employees and Principal Research Employees

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

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

13.17 Casual academics minimum engagement

A casual academic employee must be engaged and paid for at least two hours of work on each occasion they are required to attend work by the University, inclusive of any incorporated time and payment for preparation or associated working time provided for in [Schedule 5](#).

14. Professional Employees

(Including Support Research-Only employees)

14.1 Attendance

Professional employees will perform their work from an approved location in accordance with their work cycle within the span of hours applicable, and in accordance with the needs of the business area.

14.2 Ordinary hours of work

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

Full-time professional employees will work an average of 36.25 ordinary hours per week in accordance with one of the following work cycles (pro-rata for part-time):

- 72.5 hours over a cycle of two weeks, or
- 145 hours over a cycle of four weeks.

Part-time professional employees:

- ordinary hours of work are less than full-time hours
- will have regular start and finish times each day
- hours are worked continuously, and
- work at least four hours on a work day, unless they request to work less than four hours per day and this is agreed to by the University.

Casual professional employees' ordinary hours of work may be up to 36.25 hours per week and employees will be paid at least the number of hours detailed in the table below each time they are called in to work (except if they are working in the Community Sports Centre on split shifts). Where additional hours become available for casual engagement, due to absence, workflow peaks or otherwise, the work should be offered in the first instance, to suitably qualified casuals with previous satisfactory performance who were recently engaged in the work team.

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

Table 8: Minimum engagement – casual employees

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

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

14.3 Span of hours and penalties

14.3.1 The span of hours and penalty loading/s for each category of employee is as follows:

- (1) Employees are required to work their ordinary hours within the spread of days and span of hours as listed in the table below, with relevant penalties and shift allowances applying as listed.
- (2) Employees are entitled to a minimum of eight days off per four-week cycle, excluding any flex days off accrued in accordance with a variable working hours' agreement. No employee shall work their ordinary hours on more than 10 days in succession without a day off.
- (3) Support Research-only employees will be allowed two whole rest days off in each seven day period, except where operational requirements of the University necessitate an alternate pattern of four days off in a fortnightly cycle.
- (4) The shift allowance and weekend penalty payments for casual employees shall be calculated upon relevant wage rates exclusive of the casual loading.

Table 9: Span of hours, weekend and other penalties

Occupational Category / Business Area*	Standard Spread of Days worked	Span of Ordinary Hours worked	Weekend Penalty rate on ordinary hours worked	Shift/ Penalty Loading
All professional employees except those listed below:	Monday – Friday	6am – 6pm	N/A	

Occupational Category / Business Area*	Standard Spread of Days worked	Span of Ordinary Hours worked	Weekend Penalty rate on ordinary hours worked	Shift/ Penalty Loading
Support Research-Only employees	Monday – Friday (except where the operational requirements of a particular project necessitate work at other hours or weekends as specified in the contract of employment)	6am – 6pm	N/A	
Student Success: <ul style="list-style-type: none"> • National Admissions • Frontline Student Services • Course Management • Student Financial Programs • Student Data Compliance • Academic Systems and Scheduling Student Engagement: <ul style="list-style-type: none"> • Indigenous Student Engagement • Student Engagement Digital Services Directorate: <ul style="list-style-type: none"> • Digital Infrastructure (including Systems, Database Administration & Networking) • Field Services (including campus support) 	Monday – Friday	6am – 8pm	N/A	15% paid if ordinary hours worked past 6pm Monday – Friday: applies to all ordinary hours worked on that day
Building Officers, Kitchen, Dining room employees and housekeeping employees at Student Residences	Monday – Sunday	6am – 10pm	150% midnight Friday – midnight Sunday	15% shift allowance payable if work an afternoon shift in accordance with a shift roster
Library	Monday – Sunday	7am – 9pm	150% midnight Friday – midnight Sunday. Non-casuals in the Library will not be required to work more than one day of a weekend in a fortnightly period.	15% paid if ordinary hours worked past 6pm Monday-Friday: applies to all ordinary hours worked on that day
Student Engagement: <ul style="list-style-type: none"> • University Life • Alumni Relations and Advancement Digital Services Directorate: <ul style="list-style-type: none"> • Teaching Technology Support • Technology and Services Assistance Centre (TaSAC) Technical/laboratory	Monday – Sunday	6am – 10pm	150% midnight Friday – 10pm Sunday	15% paid if ordinary hours worked past 6pm Monday-Friday: applies to all ordinary hours worked on that day OR 15% shift allowance payable if work an afternoon shift in accordance with a shift roster.

Occupational Category / Business Area*	Standard Spread of Days worked	Span of Ordinary Hours worked	Weekend Penalty rate on ordinary hours worked	Shift/ Penalty Loading
employees involved in residential schools Global Brand & Marketing Directorate: • Domestic Marketing International Directorate: • International Marketing Conservatorium Study Tour Guides				
Community Sports Centre	Monday - Sunday	5am - 11pm A full-time or part-time employee may split, into no more than two parts, their ordinary daily working hours to accommodate the particular needs of the employer's activities and no part shall be less than two hours.	150% midnight Friday - midnight Sunday	15% shift allowance payable if work an afternoon shift in accordance with a shift roster.
Commercial and/or training Bar and Restaurant Operations (e.g. Birdcage Bar, Willby's) – Inclusive of future similar operations.	Monday – Sunday	7am – Midnight	150% midnight Friday - midnight Sunday	15% shift allowance payable if work an afternoon shift in accordance with a shift roster.

*Titles/names of business areas however so named during the life of the Agreement.

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

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

14.3.3 Changing working arrangements

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

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

- (2) By agreement between the University and the majority of employees concerned, and where they so choose their representative/s, ordinary hours of work in a work area may be varied within the span of hours detailed above provided that any such variation may not result in ordinary hours exceeding 10 per day. Where such an arrangement unreasonably disadvantages an individual employee/s in relation to their personal and family circumstances, they may apply to their Head of Business Area (or nominee) for consideration.
- (3) Other work arrangements in the spirit of this Agreement may be agreed in individual business areas in consultation with the People and Culture Directorate and the relevant Union/s.
- (4) An individual employee not covered by a 6am to 10pm span of hours who wishes to work within those hours, may apply in writing to the University to work outside of the 6am to 6pm span of hours. Approval must be

provided by the Director, People and Culture to the employee in writing.

- (5) Where the University proposes a change to regular rosters or ordinary hours of work, it will follow the processes outlined at clause 7.4.

14.3.4 **Rosters for Shift workers** (excluding support research-only employees)

- The University will provide a minimum of 24 hours' notice prior to any change in the roster.
- Shift workers' ordinary hours shall be worked in accordance with a roster compiled after consultation has taken place between the supervisor and employees.
- Employees shall be notified one week in advance of the roster provided that notification by 1pm on Monday shall be sufficient notification for the week commencing the following Monday.
- A non-casual employee on shift work Monday to Sunday who is not rostered to work on a designated public holiday will receive a full day's ordinary pay for that day.

14.4 **Meal breaks**

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

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

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

14.5 **Rest pauses**

Full-time employees are entitled to either one paid 20-minute rest pause or two 10-minute rest pauses each day. Casual or part-time employees who work at least four hours but less than 7.25 consecutive hours in one day are entitled to one paid 10-minute rest pause. Casual or part-time employees who work at least 7.25 consecutive ordinary hours (excluding the meal break) will be entitled to either one paid 20-minute rest pause or two 10-minute rest pauses in the period worked.

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

14.6 **Completion of timesheets and claims for payment**

14.6.1 Employees are required to complete timesheets only if they:

- are a professional employee approved to accrue flex time in accordance with the relevant University policy document/s
- are a professional employee shift worker, and/or
- have worked approved overtime.

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

14.6.3 Professional casual employees are required to submit a claim for payment in accordance with payroll cut-off times.

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

14.6.5 Employees working shift work must submit authorised timesheets and rosters for payment of applicable penalties.

14.6.6 Timesheets must be kept on record for a period of seven years, or for such time as prescribed in relevant legislation as amended from time-to-time.

14.6.7 Employees claiming allowances, loading, penalties or overtime must submit their authorised claims as soon as their work cycle is completed.

14.6.8 Where timesheets/additional pay claims are not submitted and approved within the deadlines provided by payroll, the payment of those wages may be delayed into the next pay cycle.

14.7 **Overtime**

14.7.1 Employees may be required to work reasonable overtime with reasonable notice, where work cannot reasonably be performed during ordinary hours. Employees will not be expected to perform uncompensated overtime.

- 14.7.2 All overtime must be approved in advance by the supervisor.
- 14.7.3 No claim for overtime will be approved where an employee elects to work solely for their own benefit or convenience.
- 14.7.4 Professional employees classified up to and including HEW 7.4, and Digital Services employees other than library employees, are eligible for paid overtime or, where mutually agreed time off in-lieu of payment (TOIL) calculated at the relevant overtime rate. The rates are as detailed in the table below.
- 14.7.5 Professional employees above HEW 7.4 (other than employees in Digital Services) are not normally eligible for paid overtime but are eligible for TOIL on an hour-for-hour basis. Under special circumstances, the supervisor may make a case to their Head of Business Area for the payment of overtime on an hour-for-hour basis for employees classified above HEW 7.4.
- 14.7.6 Any unused balance of TOIL must be taken in the calendar year or by end of the fixed-term appointment, at such times as approved by the supervisor and to suit organisational needs.
- 14.7.7 In exceptional circumstances (including resignation or termination), or where the employee has not had adequate opportunity, any TOIL unused by the end of the calendar year or the end of a fixed-term contract is to be paid out at the relevant rate as outlined below.

Table 10: Overtime rates

Employee Category	When overtime occurs	Paid Overtime <u>or</u> TOIL
Professional employee	When required to work: <ul style="list-style-type: none"> outside of the normal span of hours more than an average of 36.25 ordinary hours per week (pro-rata for part-time employees) according to the work cycle (i.e. fortnightly or monthly cycle), or more than 10 hours in any one day 	<ul style="list-style-type: none"> Monday - Saturday: 150% for the first three consecutive hours and 200% of the normal rate of pay for the rest of the overtime where more than three hours overtime is worked on one occasion Sunday: 200% of the employee's normal rate of pay Public Holidays: double the applicable overtime rate.
Casual professional employee	Overtime occurs when required for work more than 7.25 hours in one day or outside the span of hours.	<ul style="list-style-type: none"> Monday - Saturday: The rates of pay for overtime worked will be 150% of the employee's ordinary rate of pay (exclusive of the casual loading) for the first three consecutive hours and 200% of the ordinary rate of pay (exclusive of the casual loading) for the rest of the overtime where more than three hours overtime is worked on one occasion. Sunday and Public Holidays: The rate of pay for overtime worked will be 200% of the employee's ordinary rate of pay (exclusive of the casual loading).

14.7.8 Minimum break following overtime

An employee who has worked overtime should be given a minimum break of 10 hours between the time of ceasing overtime work and next commencing ordinary work.

No deduction will be made from an employee's pay because of time lost when on this break.

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

This section does not apply to an employee recalled to work after the ordinary ceasing time where the actual time worked on the recall/s is less than three hours.

14.7.9 Meal allowance during overtime

This will not be paid if an employee chooses to return home for a meal and then resume duties or a suitable meal is supplied by the University.

Monday to Friday: An employee is entitled to be paid one \$16.20 meal allowance (in addition to any payment for overtime) where the employee is required to work for more than two continuous hours of overtime immediately before or after the employee's ordinary starting or ceasing times.

Weekends or any public holiday: Where an employee is required to work for more than four continuous hours of overtime, a meal allowance of \$16.20 is paid.

This allowance will be indexed at 3% on the salary increase dates as outlined in this Agreement.

14.7.10 Rounding of payment

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

14.8 Recall

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

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

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

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

14.9 Workload planning

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

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

14.10 Workload principles

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

- that the planned level of activities can be performed within available staffing levels and with employees having reasonable workloads
- there is no aggregate increase in workloads or work intensity without necessary increases in resourcing including staffing
- that employees are not to work unpaid overtime
- quality of provision of services and activities is at an appropriate level
- adequate provision is made for the taking of recreation, long service and other forms of leave, and accrued TOIL, and for an employee's involvement in agreed workplace relations activities both within and outside the business area. Supervisors shall ensure that employees who so wish are able to take their annual leave in unbroken periods at a time that accommodates operational requirements. Business areas will establish an annual leave plan which makes adequate arrangement to replace employees on significant periods of leave.
- adequate appropriate training and development (which includes appropriate opportunities to pursue qualifications) is provided to employees in accordance with the needs of the business area.

14.11 Professional employee reclassification

- 14.11.1 Evaluation of professional employee positions will be based on the assessment of the requirements of the position description against Typical Activity Statements, Classification Descriptors for Higher Education Workers and through application of external job evaluation methodologies/tools.
- 14.11.2 Classification levels will be reflective of the requirements of the position and not the attributes of the occupant. Each employee shall be classified appropriate to the work they are required to regularly perform.
- 14.11.3 In the situation where an employee or their supervisor feel that the employee's position may require a review of classification, they will raise the matter through the performance review process.
- 14.11.4 Job evaluation matters must be coordinated and processed centrally through the People and Culture Directorate in accordance with University policy document/s. Following an evaluation, the People and Culture Directorate will notify the relevant parties in writing of the initial classification outcome. In accordance with the policy document/s, a review of the initial classification outcome may be requested, and once completed, all parties will be notified of the final evaluation outcome.
- 14.11.5 Employees and/or their supervisor may appeal a final evaluation outcome based on breach of process and not classification outcome. Appeals should be submitted to the relevant Senior Executive (or nominee) within five working days from the receipt of the final evaluation outcome. Where the Senior Executive (or nominee) forms the view that there has been a breach of process, the job evaluators will be notified to recommence the process at the stage where the non-compliance occurred and notify relevant parties of this determination. All parties will be notified of the subsequent classification outcome.

15. VET Educators

15.1 Attendance

- 15.1.1 VET educators are engaged to work and attend the University as specified by the Vice-Chancellor and President (or nominee) in accordance with this Agreement, and to perform their assigned duties in the interests of maintaining the efficient operation of the University.
- 15.1.2 Students can expect to have reasonable access to VET educators. To this end, educators must be available to students during non-contact time for consultation during teaching, study and examination periods whether students are studying on-campus or online. Student consultation times must be advised to students at the commencement of each teaching period for each unit and course and will be determined with consideration of all duties including those other than teaching for which an educator is responsible. Where circumstances necessitate a change to these arrangements, (e.g. unplanned leave, approved off-campus activity), then the head of the business area must be notified so that alternative arrangements can be documented and approved to meet the needs of students.
- 15.1.3 Through consultation with their supervisor, it may be reasonable for VET educators to perform work away from campus where this work meets the CQUniversity 'Flexible Work Guidelines' requirements. Approval from the relevant supervisor must be obtained in advance before any work is performed off-campus. Approval will not be unreasonably withheld. VET educators who are working off-campus must remain accessible and must provide contact details to the supervisor (or their nominee). There may be circumstances which require the employee to be called back to campus. This will not be done unreasonably.
- 15.1.4 During time allocated for reflection and professional planning (RPP) duties, educators will advise their supervisor if they choose to perform such work off-campus.

15.2 Ordinary Hours of Work

15.2.1 Full-time employees

Full-time ordinary hours of work are:

Table 11: Ordinary hours/week

Employee category	Ordinary Hours/Week
VET educators:	<p>36.25 hours per week. Ordinary hours include:</p> <ul style="list-style-type: none"> Contact time: teachers may be directed to teach a maximum of 22 ordinary contact hours per week but may by agreement teach up to 25 hours per week, with no more than 9 contact hours per day. Tutors and Foundation Educators may be directed to tutor to a maximum of 25 ordinary contact hours but may by agreement tutor up to 28 contact hours per week. See Note 1 below, and Non-contact time: the difference between 36.25 hours and the ordinary contact time hours per week including where applicable recognition of prior learning (RPL) time. <p>Note 1: A VET educator involved in work-based delivery, workplace supervision, workplace assessment, other non-traditional delivery or recognition of prior learning, who undertakes hours that are not compatible with traditional modes of classroom and/or online delivery, will be allocated so as not to exceed 32 hours per week. Any flexible delivery in addition to 32 hours will be treated as overtime. In this circumstance, a full-time employee is required to work 36.25 ordinary hours per week, with the difference remaining being non-contact time.</p> <p>A VET educator who accesses approved planned annual and/or long service leave or a public holiday in a particular calendar week which has been timetabled in advance will only be required to work a pro-rata proportion of Contact Time and Non-Contact Time in that week. This will not impact on overtime thresholds prescribed at clause 15.5.</p> <p>Start and finish times:</p> <p>Actual start and finish times will be discussed between the employee and their supervisor and are determined by the University, taking into account the teaching and other operational requirements of the business area in the first instance, and also considering personal circumstances, including family/carer responsibilities.</p>

15.2.2 Part-time employees

- Ordinary hours of work are less than full-time hours.
- Will have regular start and finish times each day.
- Hours are worked continuously.

- Work at least four hours on a work day, unless they request to work less than four hours per day and this is agreed to in writing by their supervisor.

15.2.3 Casual employees

- Ordinary hours of work may be up to 36.25 hours per week with a minimum of one hour engagement.
- Casual VET educators will not be required to work more than the allocated maximum contact time as per Table 11 for more than a term unless by consultation with the relevant parties.

15.3 Span of Hours and Penalties

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

Table 12: Span of hours, weekend and other penalties

Occupational Category	Standard Spread of Days worked	Span of Ordinary Hours worked	Penalty rate on ordinary hours worked	Casual Loading
VET educators	Monday - Friday Saturday	7am – 9pm 8am – 6pm by mutual agreement	50% additional payment for ordinary hours required to work prior to 7am and/or after 6pm Monday to Friday or on Saturday.	N/A
Casual employees	Monday - Saturday	No set span of hours	For work on weekends - 50% additional payment (exclusive of casual loading)	A casual loading of 25% of salary is paid in lieu of benefits not provided to casual employees, including all leave entitlements (except for long service leave), redundancy, penalties and loadings not provided to casual employees.
<p>VET educators are required to complete a payment claim online in order to claim for any approved overtime. It is expected that such claims will be made in the fortnight worked and must be approved in advance by the supervisor.</p> <p>VET educators will not be required to have student contact time before 8am unless provided for by a Team Based Working Arrangement.</p>				

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

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

15.4 Meal breaks and Rest Pauses

- 15.4.1 VET educators required to attend work for more than five ordinary hours are entitled to an unpaid meal break between the fourth and sixth hour of work. This meal break must be at least 30-minute duration but normally does not extend beyond one hour. The timing and length of this break is by agreement between the employee and supervisor, taking into consideration any requests employees may have, and the needs of the business area.
- 15.4.2 If the University directs an employee to work through their meal break, they will be paid at the rate of double-time until a paid 30-minute meal break is taken or until they finish work for the day.
- 15.4.3 Full-time employees are entitled to either one paid 20-minute rest pause or two 10-minute rest pauses each day. Casual or part-time employees who work at least four hours but less than 7.25 consecutive hours in one day are entitled to one paid 10-minute rest pause. Casual or part-time employees who work at least 7.25 consecutive ordinary hours (excluding the meal break) will be entitled to either one paid 20-minute rest pause or two 10-minute rest pauses in the period worked.
- 15.4.4 Rest pauses are to be taken at times that do not interfere with the continuity of work.

15.5 Overtime

- 15.5.1 Employees may be required to work reasonable overtime hours where the University has directed and approved the working of overtime that cannot reasonably be performed during ordinary hours.
- 15.5.2 All overtime must be approved in advance by the supervisor.
- 15.5.3 No claim for overtime will be approved where an employee elects to work solely for their own benefit or convenience.

VET educators, are eligible for paid overtime or, where mutually agreed TOIL as detailed in the table below:

Table 13: Overtime rates – VET educators

When overtime occurs	Penalty payment/s <u>or</u> TOIL	Other overtime arrangements
<p><u>Continuing and fixed-term Educators</u></p> <p>When required to work:</p> <ul style="list-style-type: none"> outside of the normal span of hours more than 36.25 ordinary hours per week (pro-rata for part-time employees) more than 10 hours in any one day (except as part of an agreed team based working arrangement or as agreed under clause 15.3.2) more than the default (22) contact hours per week for VET Teachers/LVTs or more than the default (25) contact hours per week for VET Tutors unless by agreement in accordance with Table 10 (pro-rata for part-time employees), or more than 32 hours non-traditional delivery (refer to Table 11). 	<p>VET educators are compensated for overtime worked as follows, noting that by mutual agreement, TOIL on an hour-for-hour basis may be agreed, with the exception of:</p> <ul style="list-style-type: none"> Foundation Educators – who are not required to work overtime and VET Educational Team Leads who, if required to work overtime in exceptional circumstances, are eligible for TOIL <p>Monday – Friday:</p> <ul style="list-style-type: none"> Contact Hours Overtime Rate (inclusive of associated non-contact time) Teachers = full-time hourly rate of Teacher Step 4 x 2.125 Tutors = full-time hourly rate of Tutor Step 1 x 1.503 Non-Contact Hours Overtime Rate Teachers = full-time hourly rate of Teacher Step 4 x 1.5 Tutors = full-time hourly rate of Tutor Step 1 x 1.125 RPL = full-time hourly rate of LVT Step 3 x 1.5 <p>Saturday:</p> <ul style="list-style-type: none"> 150% of their ordinary rate <p>Sunday:</p> <ul style="list-style-type: none"> 200% of their ordinary rate <p>Public holiday:</p> <ul style="list-style-type: none"> 250% of the normal rate of pay with a minimum of four hours. <p>The following limitations apply to TOIL:</p> <ul style="list-style-type: none"> any unused balance of TOIL is to be taken in the calendar year that it is accumulated or by end of the fixed-term appointment, whichever comes first Teachers/Tutors will be required to take any accumulated TOIL when teaching commitments are low or at such other times that suits organisational needs under special circumstances including where it is not reasonably possible due to organisational needs to exhaust the TOIL balance by the end of the 	<p>Minimum break following overtime:</p> <ul style="list-style-type: none"> an employee who has worked overtime should be given a minimum break of 10 hours between the time of ceasing overtime work and next commencing ordinary work no deduction will be made from an employee's pay because of time lost when on this break an employee not provided with a 10 hour break will be paid at 200% of the employee's normal rate of pay for all time worked until a break of not less than 10 hours has been received. <p>Meal allowance during overtime: This allowance will be indexed at 3% on the salary increase dates as outlined in this Agreement.</p> <p>Monday – Friday:</p> <ul style="list-style-type: none"> An employee is entitled to be paid a \$16.20 meal allowance (in addition to any payment for overtime) where the employee is required to work overtime for more than two hours before or after the employee's ordinary starting or ceasing times. <p>Weekends or any public holiday:</p> <ul style="list-style-type: none"> Where an employee is required to work overtime for more than four hours, a meal allowance of \$16.20 is paid. <p>A meal allowance will not be paid if an employee chooses to return home for a meal and then resume duties, or a suitable meal is supplied by the University.</p> <p>Rounding of payment: For the purposes of calculating overtime payments, overtime will be rounded to the nearest quarter of an hour.</p> <p>Travel time: Forms part of the 36.25 hours/week – where travel results in more than 36.25 hours/week or travel is outside ordinary hours of 7am – 6pm, employees may choose to take TOIL (time for time) or be paid at</p>

When overtime occurs	Penalty payment/s or TOIL	Other overtime arrangements
	calendar year the staff member will receive payment of TOIL on an hour-for-hour basis.	\$25.30/hour (<i>rate to be indexed to the salary increases (3%)</i>). <ul style="list-style-type: none"> • travel on a Saturday is not regarded as Ordinary hours and will incur 150% of the travel rate of pay • travel on a Sunday or Public Holiday is not regarded as Ordinary hours and will incur 200% of the travel rate of pay • upon the completion of every two hours of travel, the driver will take a 15 mins paid rest break and this will be accounted for in travel time. This travel does not include travel between campuses in the same town.
Casual VET educators When required to work: <ul style="list-style-type: none"> • before 7am and after 6pm Monday to Friday • on Saturday • on Sunday 	Monday – Friday: <ul style="list-style-type: none"> • before 7am and after 6pm– one and one-half times the ordinary hourly rate (exclusive of the casual loading) Saturday: <ul style="list-style-type: none"> • one and one-half times the ordinary hourly rate (exclusive of the casual loading) Sunday: <ul style="list-style-type: none"> • double the ordinary hourly rate (exclusive of the casual loading) with a 4-hour minimum engagement. 	Travel time: Forms part of the 36.25 hours/week – where travel results in more than 36.25 hours/week or travel is outside ordinary hours of 7am – 6pm, employees may choose to take TOIL (time for time) or be paid at \$25.30/hour (<i>rate to be indexed to the salary increases (3%)</i>). <ul style="list-style-type: none"> • travel on a Saturday is not regarded as Ordinary hours and will incur 150% of the travel rate of pay • travel on a Sunday or Public Holiday is not regarded as Ordinary hours and will incur 200% of the travel rate of pay • upon the completion of every 2 hours of travel, the driver will take a 15 mins paid rest break and this will be accounted for in travel time. This travel does not include travel between campuses in the same town.

15.5.4 Where additional hours become available and are not able to be allocated to a VET educator below the maximum contact hours, reasonable overtime should be offered to continuing VET educators in the first instance prior to making a casual appointment. In this instance reasonable would equate to up to six hours/week. Approvals beyond six hours/week would be by approval by the Director/Deputy Dean/Dean.

15.5.5 An employee who receives compensation of overtime for work performed in excess of the maximum prescribed ordinary contact-time hours of work per week cannot also receive compensation of overtime for work performed in excess of 36.25 ordinary hours per week, i.e. there is to be no double counting.

15.5.6 Claims for payment

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

15.5.7 Workload allocation

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

Outcomes for the various duties will be discussed and documented as part of the performance review.

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

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

During the life of this Agreement, a VET Workload Model will be developed as a policy for discussion at JCC. The workload model will recognise the need for both contact and non-contact time as ongoing requirements.

Principles to be applied include the following:

- (1) Workloads are allocated by the Educational Team Lead in consultation with employees within the teaching team/s. Work allocation is to be developed by each area with employees and teams actively involved in the allocation process. For the purposes of workload allocation, the rosters for VET Educators are to be documented in a:
 - Team Plan and
 - Teacher Timetable.
- (2) The ordinary hours of work shall not exceed 36.25 per week. The ordinary hours per week is comprised of the following components:
 - Contact time
 - Non-contact time, and
 - RPL.
- (3) Course design and programming of VET delivery must:
 - be developed in consultation with industry to identify and provide for the needs of industry, individual employers and students and wherever feasible to adapt to the changing environment
 - be developed in accordance with relevant University policy requirements and systems
 - be completed in consultation with relevant VET teaching teams, and
 - be undertaken in advance and available for approval by management prior to delivery and with sufficient lead time to allow for other required associated processes (e.g. marketing) to be implemented.
- (4) The program and timetable will be subject to the approval of management.
- (5) Mandated meetings should not be scheduled during unpaid breaks.

15.5.8 Team plan

- (1) A team plan will be developed for each teaching team by agreement between CQUniversity and the teaching team prior to the commencement of delivery.
- (2) Each team plan will allocate time to:
 - work allocation (including time on and off campus and recognition of prior learning)
 - RPP
 - professional development (including release to industry)
 - moderation and validation
 - employee meetings
 - annual leave
 - long service leave
 - public holidays
 - TOIL (where applicable)
 - student orientations and work integrated learning activities
 - project work required to be undertaken across the team in line with the Descriptors within this Agreement for each classification, and
 - other incidental activities.
- (3) A team plan will be in a form approved by the University.
- (4) A team plan will be flexible and responsive to the needs of the University, employees, industry and students by:
 - maximising resources including rooms, equipment, revenue, staffing
 - realising budget efficiencies
 - maintaining an equitable distribution of workload across the teaching team
 - adapting to unplanned absences
 - accommodating minimum requirements for student contact to ensure Teacher Timetables are pedagogically sound and in accordance with the Vocational Education and Training Quality Framework and, where applicable, the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) – however so named, and
 - for any other unforeseeable reason.

- (5) CQUniversity may alter a team plan of a teaching team to meet the needs prescribed in clause 15.5.8 (4) in consultation with the teaching team.

15.5.9 Teacher timetable

- (1) A teacher timetable that aligns to the team plan will be developed for each Educator in a teaching team and will be available four weeks in advance of delivery.
- (2) The timetable will be developed through consultation between the teaching team and the manager to allocate programmed time and identified overtime prior to the commencement of delivery.
- (3) Timetabling must take into account these requirements:
 - For students:
 - be based on flexibility taking into account unit and course requirements including industry, individual employer and student needs
 - be developed in accordance with relevant University policy document/s and systems, and
 - provide the most efficient and effective combination of contact, non-contact time and RPL.
 - For employees:
 - provide a record of the allocation of contact, non-contact time and RPL and whether it is conducted on or off-campus
 - ensure equitable distribution of workload across the team
 - be completed in accordance with RPP requirements, and
 - be provided to the Educational Team Lead for approval prior to delivery.
- (4) In unforeseen circumstances, the University and the teaching team will confer urgently to prepare a temporary Teacher Timetable to operate until the final Teacher Timetable can be established. Where such a temporary Teacher Timetable is implemented, the University and the employee will implement a final Teacher Timetable as soon as practicable.
- (5) Allocation of individual workload will take into account that:
 - individual VET educators are consulted to ensure that their advice about career goals, family and carer responsibilities, disabilities, as well as annual and other leave intentions and RPP are factored in when considering their allocated duties
 - adequate provision is made in the allocation of duties for the taking of recreation, long service and other forms of paid and unpaid leave (including study leave, professional development, industry release and secondment) and RPP as well as involvement in agreed workplace activities both within and outside the business area
 - total workload allocated to each employee is based on the efficient utilisation of that employees' skills and qualifications and the best fit to the operational requirements of the University, and
 - reasonableness of the total workload for each VET educator is assessed by ensuring that the required duties take no more than five days per week (excluding overtime) in accordance with the span of hours clause.
- (6) Adequate and appropriate training and development will be provided to VET educators in accordance with the needs of the business area including:
 - appropriate opportunities to pursue industry currency requirements, and
 - other relevant qualifications.
- (7) Where a VET educator's timetabled contact hours are low due to lack of demand, additional contact hours or other suitable duties will be allocated, in consultation with the employee, to ensure a reasonable and equitable workload.
- (8) The agreed course and timetable will be subject to the approval of the Educational Team Lead

15.5.10 VET Teaching Team Functional Responsibilities

Examples of general organisational functions that may be undertaken by teaching teams includes the below. It is understood that some teams, due to their size, may not have the capacity to perform all of these roles.

Programmed Non-Contact Time – Examples of Team Responsibilities

Planning/operations

- facilitate program registration processes as required
- contribute information to the appropriate University systems and processes e.g. LMS

- facilitate the timetabling process within the team
- completion of training assessment strategy
- contribute information to monitoring of start of study/close of study dates and submission of withdrawal forms as necessary
- facilitate effective management of physical resources, and
- facilitate professional development for maintaining currency and competence including formal and informal development and industry release opportunities.

Student support

- Monitor student progress and address issues as required e.g. liaise with Student Experience as necessary for language, literacy and numeracy or extra learning support.

Human Resources

- induct and support new employees to the team – both initially and ongoing, and
- represent the team in recruitment and selection processes.

Finance

- Facilitate prioritisation of expenditure for the team e.g. financial planning.

Marketing

- respond to program enquiries and conduct pre-enrolment interviews
- contribute to the preparation and updating of program information
- liaise with Marketing employees, and
- proactively market vocational education and training programs as necessary.

Communication/Team Liaison

- Represent and communicate with employees outside of team.

Industry Liaison & Marketing

- liaise with industry and the community to identify current and future vocational education and training needs, including commercial opportunities
- monitor employment trends and identify skills requirements, and
- liaise and collaborate with other educational institutions.

Committee Representation

- team representative on relevant committees
- attend meetings - report to team, and
- assist employees to complete Risk Assessments, Incident Reports.

Continuous Improvement

- contribute to research, development, implementation and review of programs and processes, and
- identify and trial alternative learning strategies and methods of delivery for instruction of students.

15.6 Team-based working arrangements

15.6.1 The University and the majority of employees in a relevant team may agree to establish a team-based working arrangement, in consultation with the JCC. Such an agreement would not exceed the length of this Agreement and would ensure that other support employees (such as facilities and administration employees) who may be impacted are included in the consultation process. Any agreement must be in line with the existing operational needs of the University.

15.6.2 A team-based working arrangement may vary the effect of employment conditions for the University and the relevant employees of a team, limited to:

- ordinary hours of duty
- spread of hours
- payment for working ordinary hours (including computed time)
- meal breaks
- rest pauses

- compensation for overtime
- RPP time, and
- class sizes.

- 15.6.3 Where a team-based working arrangement unreasonably disadvantages an individual employee/s in relation to their personal and family circumstances, they may apply to their Educational Team Lead and Deputy Dean (or nominee) for consideration.
- 15.6.4 A team-based working arrangement will not result in an overall reduction of employment conditions.
- 15.6.5 A team-based working arrangement will be consistent with the University's responsibilities to provide a safe and healthy working environment
- 15.6.6 A team-based working arrangement will be provided in writing to all relevant parties and will normally be for a minimum period of no less than one term and shall not exceed 12 months without review.
- 15.6.7 Once approved by the Educational Team Lead and Deputy Dean, a team-based working arrangement will apply to all members of the team, including employees who join the team after the arrangement is made.
- 15.6.8 All team-based working arrangements will be provided to the JCC for information once the process has been finalised.
- 15.6.9 A team-based working arrangement may be terminated by the University or the majority of employees in the relevant team by four weeks' written notice, effective from the last day of a teaching period.

15.7 Recognition of prior learning (RPL)

- 15.7.1 RPL requires the educator to complete a number of tasks which may include:
- reviewing evidence submitted
 - conducting a professional conversation with the candidate to evaluate their knowledge and skills
 - observing the candidate perform competency related tasks, and
 - making an assessment of overall competency and credit transfers.
- 15.7.2 The time allocated for educators to complete RPL will:
- be subject to the number, range, complexity and Australian Qualifications Framework level of units being assessed
 - be allocated in no less than 15-minute blocks
 - be agreed in advance, where possible, and
 - not exceed the maximum programmed hours per week without agreement by the supervisor.
- 15.7.3 The team plan and the teacher timetable will be amended to record the time the educator is allocated to complete recognition of prior learning.
- 15.7.4 The time allocated will be recorded in the team plan and teacher timetable as RPL.
- 15.7.5 RPL is not counted as contact time.
- 15.7.6 Time allocated to conduct each RPL will be up to six hours, after which time the activity should be reassessed in collaboration with the VET Educator's supervisor and further time allocated where appropriate and where approved.
- 15.7.7 Casual and overtime rates for RPL are included at [Schedules 1](#) and [10](#), and at Table 13 of this Agreement.

15.8 Class sizes

- 15.8.1 The accepted student/tutor ratio is 15:1 and tutors may be required to conduct tutorial classes for a minimum of one hour duration.
- 15.8.2 The accepted student/teacher (including Leading Vocational Teacher) ratio may be as recorded in the table below:

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

Description	Ratio
Students with specific learning disabilities	5:1
Hearing impaired students Live work	7:1
Butchering and wood machining	7:1 or 8:2
Adult literacy beginners English for migrant beginners	10:1

Description	Ratio
Workshop/laboratory Adult literacy intermediate English for migrants intermediate Life skills Computing/typing	14:1
Nursing Clinical Practice	16:1
English for migrants advanced	20:1
Theory	28:1
Theory for Advanced Diploma and Diploma Courses	60:1

15.8.3 Class sizes may be varied by agreement, after consultation between the supervisor and Deputy Dean, the employee and the relevant Union/s, and due consideration of:

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

15.8.4 While class sizes may be varied by agreement, after consultation between the University, the educator and the relevant Union/s, such flexibility will not be interpreted as a general precedent for the averaging of class sizes.

15.8.5 Online or blended delivery and self-paced learning or combinations are to be discussed between the employee and supervisor.

15.8.6 Advanced Diploma and Diploma lectures may have class sizes of up to 60 students for theory classes only, and they will be supported by appropriate tutorial and marking assistance.

15.8.7 The class size ratios should also apply to all operations conducted off-campus.

15.9 Reflection and professional preparation (RPP) – VET educators

15.9.1 All continuing VET educators shall be entitled to an allocation of 15 days RPP on full pay for each complete calendar year of service.

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

15.9.3 The location from which a VET educator (with the exception of ETLs) chooses to undertake RPP is their choice, however, they must remain reasonably contactable by their supervisor. ETLs will perform RPP on campus, unless otherwise authorised in advance by their supervisor, in which case they must remain contactable during normal working hours.

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

15.9.5 As professionals, VET educators will ensure that they are prepared to deliver the approved and agreed outcomes of RPP on the commencement of student attendance at University. Unless agreed with the supervisor, it is a requirement that any outstanding duties associated with the previous term's teaching and assessment are completed prior to the commencement of any RPP.

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

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

- 15.9.7 For ETLs, RPP time will also be used to undertake team leadership responsibilities associated with the management of their team, and other relevant administrative work.
- 15.9.8 RPP shall be exclusive of public holidays.
- 15.9.9 Unless agreed otherwise during the performance review process, RPP will be scheduled in non-teaching time as follows, noting that the timing of taking RPP for ETLs must ensure the efficient operation of their relevant course/s and may be determined in advance by their supervisor:
- a block of five days prior to the first third of the calendar year
 - a block of five days prior to the second third of the calendar year, and
 - a block of five days prior to the final third of the calendar year.
- 15.9.10 RPP is to be used by the end of each calendar year and is not payable upon termination of employment. A maximum of five days RPP may be deferred, by agreement between the employee, the supervisor, and Deputy Dean, from one calendar year to the next. Deferred RPP is to be taken within six months of the commencement of the teaching year and will lapse if not taken within the six-month period. RPP will not be unreasonably deferred or refused.

15.10 Preparation

Consistent with the above clause, VET educators will ensure necessary activities as required for the half yearly Team Plan and Teacher Timetable, are completed prior to the commencement of delivery including, but not limited to:

- confirming understanding of the packaging rules and requirements of the training package and/or accredited course units to be delivered and ensuring that planned training activity will meet those requirements
- reviewing, updating and/or developing course-related information and associated resources at a qualification and/or unit level, including but not limited to:
 - Qualification Guide
 - Unit of Study Guide/s
 - Learner Guide/s
 - Competency Based Training Assessment instruments including benchmarks
 - content delivery schedule/lesson plans
 - learning and training resources
 - course orientation materials for existing or future programs, and
 - preparing for workplace learning, such as ensuring the templates for Provider Risk Assessments and the Logbook for Vocational Placements are up to date for future issue, and
- uploading all relevant learning and assessment resources and undertaking all other requirements for the learning management system ready for delivery and assessment including organising resources for distribution.

15.11 VET Foundation Educators

The following minimum provisions relate to the appointment of a VET Foundation Educator:

- (1) The VET Foundation Educator role is able to be used to appoint new Educators who may not yet possess the necessary qualification or skills to teach or tutor in CQUniversity as required by:
 - the National Vocational Education and Training Regulator's Standards for Registered Training Organisations (however so named)
 - training packages and accredited courses, and
 - other relevant regulatory, licencing and accreditation requirements.
- (2) A VET Foundation Educator will commence at the VET Foundation Educator classification step upon entry.
- (3) Upon attainment of the qualification and skills requirements specified in [Schedule 9](#) – 7. VET Foundation Educator (experience and education), they shall be eligible for appointment to a position and assume the duties, responsibilities and incremental progression of a VET Tutor or VET Teacher.

During the life of this Agreement, a policy in respect to the classification of VET Foundation Educator will be developed and discussed at the JCC.

15.12 Leading Vocational Teacher (LVT)

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

recognise the professionalism of teachers who perform these duties.

The performance of additional duties will not be so frequent or onerous as to detract from the LVT's primary role as a teacher. Some examples of additional duties are set out in [Schedule 9](#). Performance of such duties should not generally necessitate a reduction in allocated contact duties.

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

15.12.1 Eligibility to Progress to LVT

Teachers on SVT Step3 of the teacher salary scale are eligible to apply for and be granted the position of LVT Step 1 providing:

- (1) the employee has completed at least 12 months continuous service at Senior Vocational Teacher Step 3 and through the formal performance review process demonstrates leadership in teaching practice and performance (as outlined in the LVT Undertaking Form) in their application.
- (2) the employee holds an approved teaching qualification, as defined in University policy and procedure (currently titled 'Approved Teaching Qualifications for VET Educators Procedure').
- (3) the teacher signs an undertaking to perform additional duties as discussed within the teaching team and approved by the Dean of School / Vice-President (or nominee) on recommendation by the supervisor, taking into account the strategic priorities of the University. Such agreement is subject to review in accordance with 15.12.3.
- (4) where there is more than one LVT in a teaching team, the supervisor will ensure a fair and equitable process is used to allocate additional duties and the more onerous duties are equally distributed between LVTs in the teaching team. In situations where a teaching team includes mainly educators holding the position of LVT, and therefore the duties are not sufficient to distribute, consideration may be given to the appropriate allocation of additional duties consistent with the needs of the school/area.
- (5) a LVT who is not able to accept a duty discussed in the teaching team consultation process may perform an alternative duty or duties as approved by the supervisor. Where agreement cannot be reached between the LVT and their supervisor regarding the additional duties, either party may raise the concern under the Handling Workload Issues clause.
- (6) should a circumstance arise where a LVT is unable to perform their allocated duties due to compassionate grounds or significant personal circumstances for a short period of time, management may review and reallocate existing duties in consultation with teaching teams for the period. LVTs will maintain their level in this circumstance.

15.12.2 Progression

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

Progression to Steps 2 and 3 of LVT will be subject to:

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

15.12.3 Should a LVT fail to meet their Undertaking they will be subject to a review of their duties and classification. Such a review may consider a reallocation of duties or a removal of the LVT classification whereby the employee may return to SVT 3.

15.13 Review

15.13.1 A review of the LVT undertaking must be conducted on an annual basis and a new undertaking must be documented.

15.13.2 New LVT Undertakings will be subject to endorsement by a subcommittee of the JCC. Such a subcommittee will be called a LVT Peer Review Panel and will consist of:

- (1) three Leading Vocational Teachers as nominated from the LVT cohort
- (2) one Educational Team Lead from a VET area, and
- (3) one Dean/Associate Dean of a School.

15.13.3 The role of the LVT Peer Review Panel will be to consider all LVT Undertakings, as they arise or are renewed, with reference to:

- (1) equity of workload

- (2) suitability and equity of duties
 - (3) strategic requirements of the University within the relevant team
 - (4) disputes regarding LVT duties,
- and make recommendations to the relevant supervisor of adjustments or additions to the Undertaking.

15.13.4 The LVT peer review panel will:

- (1) function as a consensus forum
- (2) keep records of meetings and recommendations
- (3) provide rationales as to recommendations made.

15.13.5 Should a LVT and/or their supervisor disagree with a recommendation made by the LVT Peer Review Panel, or the Panel fails to reach consensus, the final decision maker will be the Vice-President Academic (or their nominee).

15.13.6 The LVT peer review panel will report on its recommendations to the JCC.

15.14 Educational Team Lead – VET (ETL)

An ETL performs the responsibilities as outlined in [Schedule 9](#) of this Agreement. The ETL will be required to maintain their teacher currency. Teaching responsibilities of an ETL may be scheduled one day per week for the purposes of scheduling an ETLs teaching load. This can be varied but teaching as part of an ETLs workload should not account for more than 30% of their overall workload as averaged over the year. Teaching workloads will be monitored on a quarterly basis.

15.15 Professional Development/Release to Industry

15.15.1 VET educators will have access to a minimum of 10 days per year (non-cumulative) for the purpose of professional development/release to industry, to be utilised as agreed in the annual performance review and planning processes. This is available to VET educators as detailed in University policy document/s.

15.15.2 Release to industry will be observational, research, hands-on experience within industry or commerce or other appropriate setting. A VET educator on release to industry will work the normal hours of the industry concerned and will follow the same conditions as other workers in the setting concerned. The University will meet all related expenses associated with the agreed release to industry and will provide workers' compensation, professional indemnity, personal injury and property damage insurance for each VET educator on release to industry.

16. Handling Workload Issues

16.1 Principles for Reasonable Workloads

It is in the interest of the University and its employees to ensure that workloads are realistic and achievable within ordinary hours of work. The University does not encourage or condone a workplace culture that requires staff to work excessive hours. Whilst recognising that reasonable additional hours may, from time to time, be required to meet operational needs, it is the responsibility of:

- managers and supervisors to ensure that unreasonable expectations are not made of employees, and
- employees to take responsibility and appropriate action to ensure that they are not working excessive hours.

Workload allocation will take into account relevant work health and safety principles, the employee's level of appointment, work fraction, academic level/category and position description.

Employees will not be required to work unreasonable additional hours.

The University will not make workload demands of employees that are inconsistent with these principles.

16.2 Increases to workloads

Potential increases to workloads will be considered as part of the risk assessment process prior to any workplace change, introduction of new workflows, courses/units and processes, and changes to technical systems and infrastructure.

Where an ongoing increase to workloads is identified, the relevant supervisor or manager will consider the impact, identify the risks and outline any steps to mitigate the effect of increased workloads.

16.3 Workload allocation

Managers and supervisors are responsible for ensuring that workloads are fairly and equitably allocated to teams or individuals in consultation with employees (refer to clause 13.2 re Academic staff and clause 15.5.7 re VET Educators).

Individual workloads are to be discussed during annual planning and performance management reviews and monitored to ensure that without disrupting the operation of their work unit, an employee should be able to use any approved and accrued flex (Professional Staff); and take their allocation of annual leave as per clause 39.

16.4 Monitoring workload

16.4.1 Primary indicators of unreasonable workload include:

- (1) an ongoing need to work excessive hours
- (2) unreasonable overtime (Professional Staff and VET Educators), and
- (3) an inability for Employees to clear accrued leave, flex or TOIL (Professional Staff and VET Educators).

16.4.2 Managers and supervisors have a responsibility to:

- (1) monitor and review workload for signs of overwork
- (2) monitor patterns of work and/or total hours worked over a given period of time, leave balances and for Professional Staff and VET Educators accrued time in lieu, and flex balances
- (3) determine whether workload is excessive or whether performance capability of the staff member is an issue, and
- (4) ensure staff are prioritising work in accordance with the requirements of the role as discussed in performance reviews.

16.4.3 The JCC may be used as a forum to facilitate consultation on workloads.

16.5 Employees, either individually or as a group, or their relevant Union/s can raise concerns regarding unreasonable or inequitable workload issues (including VET programming concerns), using the process detailed in this clause.

16.6 Employee/s or their relevant Union/s should discuss and document concerns about their workload with the relevant supervisor in the first instance.

16.7 Where the workload issue/s remain unresolved after five working days the employee/s or their relevant Union/s should discuss and document their concerns with the relevant Head of Business Area.

16.8 Where the workload issue/s remain unresolved, the employee/s or their nominated representative/s or the relevant Union/s may make a case, in writing, within five working days, to the Director, People and Culture (or nominee).

16.9 If all the previous steps have been followed, and the issue remains unresolved within a further five working days, the Director, People and Culture (or nominee) will establish a Workload Review Task Force.

16.10 The Workload Review Task Force will comprise of a member of the University Management Committee (UMC) (or nominee) and an employee representative nominated by the relevant Union/s.

16.11 Neither of the members of the Workload Review Task Force can be drawn from the business area in which the workload issues remain unresolved.

16.12 The Workload Review Task Force will report and recommend to the Vice-Chancellor and President (or nominee) within five working days (or other time as agreed by the parties) who will make the final decision.

16.13 The Vice-Chancellor and President (or nominee) will advise the relevant Senior Executive, Head of Business Area and the employee/s, and their representative (if applicable) of the decision.

16.14 The review will be conducted expeditiously, having access to all relevant information, records and employees.

16.15 The Workload Review Task Force will consult with the relevant Senior Executive, Head of Business Areas and employees of the business area.

16.16 The role of all the parties to the review will be to facilitate an appropriate resolution with neither party advocating in support of any position.

16.17 The relevant Senior Executive of the business area will provide the Vice-Chancellor and President (or nominee) with a report on the implementation of any recommendations related to the decision.

PART D: PERFORMANCE MANAGEMENT

17. Probation

All employees, excluding casual employees and English Language Centre Teachers (whose probation is provided for under [Schedule 3](#), clause 9) are subject to a probationary period according to the following, noting a probationary period may be shortened or waived at the discretion of the Vice-Chancellor and President (or nominee).

17.1 Academic employees periods of probation

All continuing and fixed-term appointments are subject to a period of probation as outlined below:

Table 15: Academic employees periods of probation

Employment Type / Contract / Length	Length of Probation
Continuing Appointment	Academic Level A – two years Academic Level B and above – up to two years.
Fixed-term appointment – over 12 months	All Academic Levels – one year
Fixed-term appointment – 12 months or less	All Academic Levels – six months

Academic employees who receive a promotion during a period of probation will be deemed to have completed their probationary period.

17.2 Professional employees and VET educators periods of probation

All continuing and fixed-term employees are subject to a probationary or qualifying period as outlined below:

Table 16: Professional employees and VET educator's period of probation

Employment Type	Length of Probation
Continuing appointment	six months
Fixed-term appointment	six months

17.3 Second or subsequent appointments

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

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

17.4 Reviews

Each employee will be required to participate in regular reviews throughout the probationary period. A minimum of two such reviews will be completed by the employee's immediate supervisor in consultation with the employee prior to the conclusion of the probationary period. The employee shall be given advice of any performance deficiencies and an opportunity to remedy these during the probationary period.

17.5 Confirmation/Termination of employment

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

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

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

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

17.6 Exemption from Procedure

Probationary employees are not subject to the provisions of Part D Clause 25 Unsatisfactory Performance and Clause 26 Misconduct or Serious Misconduct.

18. Performance Review and Professional Development

18.1 Performance Review

- 18.1.1 The University strongly supports the goal of all employees achieving and maintaining effective levels of behaviour and performance to meet the expectations as set out in relevant University policy document/s and as discussed in regular performance conversations.
- 18.1.2 At the successful conclusion of their probationary period, employees will be required to participate in at least one formal performance review process annually. More frequent performance conversations should occur between a supervisor and employee to allow for timely constructive performance feedback, counselling and any required remedial actions which may include a performance improvement plan. Supervisors should also use this opportunity to formally record any concerns regarding an employee's performance previously discussed through informal meetings and feedback.
- 18.1.3 Supervisors are responsible for initiating and conducting the review process at least annually for employees who report to them, and employees must participate in this process. Appropriate training will be available for all parties.
- 18.1.4 Where an employee has worked with more than one supervisor during the review cycle, they will be reviewed by one nominated supervisor with feedback being sought from the other supervisor/s.
- 18.1.5 For professional employees, as part of the review discussion, a supervisor and employee should review the responsibilities of the position responsibilities as contained in the position description to ensure they reflect the work that is regularly required to be performed.
- 18.1.6 For VET educators and academic employees, performance review is also an opportunity to express interest in teaching related activities across a broader range of the Australian Qualifications Framework. If this is seen as mutually beneficial, planning should occur regarding necessary qualifications and professional development.

Notwithstanding the above, VET educators' professional development will prioritise, in accordance with clause 19, the maintenance, development and extension of the individual VET educator's competency and currency of skills and knowledge relevant to:

- vocational training and assessment
 - current industry skills, including the skills required by training packages/accredited courses and as identified by CQUniversity through industry engagement, and
 - the industry area where training is being delivered and assessed.
- 18.1.7 Academic employees' performance review is also an opportunity to plan for promotion.
- 18.1.8 Employees and supervisors should consider the year ahead and plan for appropriate annual leave and if applicable, long service leave.
- 18.1.9 Performance expectations will be developed with employees as part of the performance review and will reflect the Strategic and Operational objectives of the University. Such expectation outcomes will then be reviewed regularly to ensure progress.
- 18.1.10 All performance conversations will be documented in accordance with University record keeping processes.

18.2 Professional Development

Employees are encouraged to undertake professional development and skill recognition activities to enable them to build performance capacity, to create and achieve career opportunities and goals linked to University objectives. Employees are encouraged to participate in professional development activities, including development opportunities aimed at furthering the employee's career prospects.

Approved professional development opportunities will prioritise activities which support University learning, teaching and research priorities, accreditation and registration requirements, and enterprise training - the maintenance, development and extension of an employee's capacity relevant to their roles within the University.

The University is committed to maintaining professional development funding with a minimum of 2% of the salary budget of each business area, with the allocation to be prioritised in accordance with the needs of the area.

19. VET Educators Currency and Competency

19.1 Professional Development/Industry Release will be differentiated from the normal programmed duties of VET educators, including:

- (1) moderation and validation (except where it's part of a broader suite of professional development activities)

- (2) engagement in extra-curricular activities
- (3) participation in routine core business meetings, planning and preparation
- (4) Reflection and Professional Preparation, and
- (5) mandatory corporate training.

19.2 Notwithstanding 19.1 VET educators have an obligation as a CQUniversity employee to undertake and complete all necessary mandatory corporate training (for example Code of Conduct, induction or refresher training)

19.3 Currency and competency activities of VET educators will be recorded and maintained in accordance with the appropriate University policy document.

19.4 At a minimum VET educators must maintain current vocational industry skills as follows:

- (1) VET educators will possess knowledge of and/or experience using the latest industry techniques, processes and equipment and an understanding and knowledge of current legislation relevant to the industry and to employment and workplaces.
- (2) VET educators will be able to provide training and assessment that reflects current industry practice.
- (3) Current industry skills may be demonstrated by documented evidence including, but not limited to relevant:
 - regular exposure to industry workplaces and/or participation in workplace tasks
 - participation in professional development activities
 - participation in industry networks or professional associations
 - undertaking accredited training
 - returning to work or industry release
 - other activities deemed appropriate following consultation with industry
 - personal development gained through reading of industry journals.

19.5 At a minimum VET educators must maintain current vocational training, learning and assessment knowledge and skills, as follows:

- (1) In order to meet the requirements prescribed in relevant legislation, VET educators will possess current vocational training, learning and assessment knowledge and skills, through participation in activities to maintain, upgrade and/or develop the way in which they train and assess.
- (2) Current vocational training, learning and assessment knowledge and skills may be demonstrated by documented evidence including, but not limited to:
 - participation in courses including both external and internal CQUniversity courses, workshops, seminars, webinars and conferences
 - completion of a Vocational Education and Training product related to training and assessment, or relevant higher education product, both at the qualification and/or unit of competency/module level within the last 12 months
 - participation in learning networks including professional associations
 - personal development through reading of relevant vocational education/training publications and other relevant information
 - participation in validation or moderation activities, and
 - shadowing or working closely with other educators.

19.6 At a minimum VET Educators must maintain vocational competency, as follows:

- (1) VET educators will possess vocational competencies to meet the requirements listed in the training product, to at least the qualification and unit of competency/module level.
- (2) Vocational competency may be demonstrated by verified, documented evidence that the VET educator possesses the competency that they are delivering/assessing, or by mapping their skills and knowledge to the current competency/ies they are delivering/assessing.

20. Increments

(This clause does not apply to a senior employee who enters into a senior employee contract.)

20.1 Incremental advancement

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

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

20.2 Increment deferred

- 20.2.1 A supervisor who believes that an increment should be deferred will discuss the reasons for that view, and recommended steps for improvement toward gaining the next increment with the employee prior to the increment date.
- 20.2.2 The supervisor will consider any advice from the employee in making their recommendation.
- 20.2.3 If the supervisor's recommendation is to defer, that recommendation shall be made to the relevant Head of Business Area.
- 20.2.4 An employee who seeks a review of the recommendation shall advise the supervisor and the relevant Head of Business Area of that intention, within one calendar month.
- 20.2.5 Upon that advice the supervisor shall provide the matters raised in the discussion above in writing and will provide those to the employee and the relevant Head of Business Area (or nominee).
- 20.2.6 Following receipt of the supervisor's reasons the employee shall be entitled to raise their arguments that the increment should be afforded.
- 20.2.7 The relevant Head of Business Area (or nominee) shall advise the employee of their decision.
- 20.2.8 If the employee remains dissatisfied with the decision, they may refer the matter to the relevant Senior Executive for final determination by the Vice-Chancellor and President (or nominee).
- 20.2.9 The decision to defer an increment shall be reviewed by the supervisor within a period not exceeding three months from the original decision. When the supervisor determines that the increment can be approved, the date of that decision will be the date of effect of the payment of the increment. This date of effect will become the employee's new increment date.
- 20.2.10 All parties shall deal with these matters in a timely manner and the time limit provided may be changed by agreement.

21. Incidental and Peripheral Tasks

- 21.1 Employees may be expected to perform duties peripheral to their main duties or functions consistent with the classification descriptors/position descriptions detailed in this Agreement. Employees performing new duties should receive appropriate training and/or instruction prior to commencing such tasks.
- 21.2 The University may direct an employee to carry out such incidental and peripheral duties and use such tools and equipment as may be required provided that the employee has the competence and skill and has been properly trained in the duties and use of such tools and equipment (where relevant).
- 21.3 Any direction issued by the University in relation to incidental and peripheral tasks must be consistent with the University's responsibilities to provide a safe and healthy working environment.

22. Transfer

- 22.1 After consultation with the employee concerned, the University may transfer or second an employee to: another position within the University either within the same city/town; or to another city/town in which the University has, or may have in the future, a campus or presence, appropriate to their skills and experience – particularly when their existing position is in an area of demonstrated decline in student demand or is affected by the introduction of technological, organisational and other changes.
- 22.2 Where the transfer is to another city/town more than 100 kms from the employee's current work location, the employee will receive 12 months' notice of the transfer and will be entitled to the relocation entitlements as detailed in the Relocation clause of this Agreement.
- 22.3 Employees on secondment must be consulted about changes which impact on their substantive position.
- 22.4 An employee performing new duties should receive appropriate training and/or instruction prior to commencing such tasks.
- 22.5 In situations where a transfer may be required other than by mutual agreement, based upon the circumstances as detailed above, the individual/s who is impacted by this decision will be provided with an opportunity to make a written submission to the Vice-Chancellor and President (or nominee) if they wish the University to reconsider its decision.
- 22.6 The submission would need to evidence how the proposed transfer would impact negatively on the individual or their family's personal circumstances. In these circumstances, the University would, where possible, seek to find

alternate work opportunities in the employee's current geographic location.

22.7 Academic and professional employees appointed prior 5 May 2010

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

23. Job Rotation and Multi-skilling

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

24. Requirement to Notify of Absence from work

Where an employee is absent without prior notice and/or approval from the workplace, they will notify their supervisor as soon as practicable of the reason for and the expected duration of the absence.

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

25. Unsatisfactory Performance

(This clause does not apply to casual employees, a senior employee who enters into a senior employee contract, or employees on probation.)

25.1 Application

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

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

25.2 Counsel and first warning

If a supervisor believes that the performance of an employee is unsatisfactory, the supervisor will advise and meet with the employee to discuss their concerns. The employee and/or supervisor may choose to be assisted by a representative to prepare for and participate in this discussion. The supervisor will provide the employee with a written document which clearly outlines and provides examples of the perceived performance deficiencies. The supervisor will provide the employee with the opportunity to respond to the issues of concern and discuss any mitigating circumstances. The intent of the discussion will be to address and resolve instances of possible unsatisfactory performance through guidance, counsel and appropriate employee development wherever possible.

After considering the employee's response, the supervisor will:

- if satisfied that performance is satisfactory, cease this process and follow-up on any other issues raised as appropriate, or
- specify any improvement required and the date by which reasonable improvement is expected (i.e. the Review Period). Adequate and reasonable support, training and employee development to assist in remedying performance deficiencies will be provided as required and/or requested.

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

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

25.3 Formal meeting and second warning

Within 10 working days after the review date set out in the First Warning Performance Improvement Plan, the

supervisor will meet with the employee in a Review Meeting to discuss levels of performance attained during the Review Period. At this meeting the employee and/or supervisor, where they choose, may be assisted by a representative to prepare for and participate in this discussion. As a result of discussion, the following will occur:

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

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

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

25.4 Review by supervisor

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

- where performance/conduct is deemed to be satisfactory, this process will cease and normal performance review process will resume, or
- where the outcome of the review is that the supervisor decides that the required improvement/s in performance of the employee has not been achieved and that the performance has remained unsatisfactory, the process shall proceed to Report by Supervisor.

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

25.5 Report by supervisor

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

25.6 Submission by employee

The employee, and where they have so chosen their representative, will be provided with a copy of the supervisor's formal report at the time it is submitted and will have 10 working days from receipt of the report to submit to the Senior Executive (or nominee):

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

25.7 Review of process

The review will be conducted by a member of senior management who is not from the same business area as the employee and will occur no later than 10 working days from the date of receipt of that request by the Vice—Chancellor and President (or nominee) or such other time as agreed between the parties. The independent reviewer will report on whether the process set out in this clause has been followed.

25.8 Action by the Vice-Chancellor and President (or nominee)

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

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

25.9 Re-occurrence of unsatisfactory performance

Where, within 12 months of completing a Review Period associated with this clause, there is a repeat of the prior unsatisfactory performance, the performance management process will commence at the Formal meeting and second warning stage of this clause.

25.10 Other matters

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

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

In determining questions of procedural fairness or due process under this clause, the parties to the procedure will be guided by the principle of a "fair go all round" as mentioned in section 381 of the *Fair Work Act 2009 (Cwlth)*.

26. Misconduct or Serious Misconduct

This clause does not apply to casual employees and senior employees who enter into a senior employee contract.

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

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

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

26.1 Statement of allegations

Allegations of misconduct or serious misconduct must be made in writing to the employee and signed by the Senior Executive (or nominee). The allegations and potential disciplinary action must be in sufficient detail to enable the employee to understand their precise nature and to properly consider and respond to them.

26.2 Suspension

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

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

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

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

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

26.3 Employee's response

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

If no response is received by the employee without reasonable explanation, within the timeframe, the University will make a decision based on the information currently available.

26.4 Action open to the Vice-Chancellor and President

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

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

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

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

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

26.5 Review Committee constitution

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

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

A Review Committee shall proceed as follows:

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

The report of the Review Committee will be provided to the employee and the Vice-Chancellor and President (or nominee) within 10 working days of the written request from the employee, or such other time as agreed between the Vice-Chancellor and President (or nominee) and the employee, or at the employee's choice, their representative. The report will include the Committee's reasons in support of its findings.

26.6 Purpose of the Review Committee for allegations of academic/research misconduct

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

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

26.7 Inquiry by an independent investigator

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

26.8 Action by the Vice-Chancellor and President (or nominee)

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

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

26.9 Repeated misconduct or serious misconduct

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

- (1) request that an investigation into the alleged further acts of misconduct or serious misconduct and in doing so interview relevant people, obtain information or request written reports to enable the Vice-Chancellor and President (or nominee), to establish the relevant facts
- (2) notify the employee in writing of the alleged misconduct or serious misconduct to enable the employee to understand the precise nature of the alleged further acts of misconduct or serious misconduct
- (3) provide an opportunity for the employee to respond in writing and to be interviewed in the presence of their representative, and
- (4) take into consideration any mitigating circumstances.

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

26.10 Other matters

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

27. Medical Examinations in relation to Health and Safety concerns

- 27.1** The University is committed to the effective management of ill and injured employees. The University is focused on supporting ill and injured employees with managing their medical conditions and/or facilitating their return to work at the earliest opportunity.
- 27.2** Where the University forms a view that there are genuine health and safety concerns in respect to an employee's capacity to perform the inherent tasks of their position, and/or the safety of other employees or students may be at risk, the University may direct the employee to attend an independent medical examination for an assessment and report addressing the University's concerns (the document outlining the University's concerns will also be provided to the employee). For this initial medical assessment and report, the University will meet all associated costs, however further medical costs and treatment options will be met by the employee.
- 27.3** Prior to the employee returning to full duties, the University will require a medical clearance stating that the employee is able to perform the inherent tasks of their position, along with any restrictions on normal duties which the medical practitioner recommends be put in place as required. In the event of the treating medical practitioner placing restrictions on the employee which affect their work, the employee will then participate in a rehabilitation plan in accordance with the relevant University policy document/s.
- 27.4** Any such direction to undertake a medical examination under this clause will operate independently of other clauses in this Agreement.

28. Separation on the Grounds of Ill Health

(This clause does not apply to casual employees, senior employees who enter into a senior employee contract, or employees on probation.)

- 28.1** The Vice-Chancellor and President or nominee may require an employee whose capacity to perform their regular duties is in doubt to undergo a medical examination by a qualified medical specialist chosen by the University, at the University's expense, where the employee's health:
- (1) may be affecting, or has affected, the employee's work performance or conduct, or
 - (2) has caused, or may cause, the employee to have an extended absence from work of more than three months from work within a 12-month period.

- 28.2** Where the University arranges for the employee to attend a medical practitioner of its choice, the University will notify the employee in writing (with not less than six weeks' notice) with the time and place of the appointment, the purpose of the appointment and the reason for the appointment. A copy of the report of that examination will be made available to the Vice-Chancellor and President or nominee and to the employee.
- 28.3** At this time, the University will provide information to the employee on their options regarding retirement or temporary disability pursuant to the rules of the relevant superannuation fund. Where the employee applies to the employee's superannuation fund, before the expiry of the period of notice, for ill health retirement or temporary disability benefit pursuant to the rules of the superannuation fund the requirement for a medical examination will lapse.
- 28.4** Where the superannuation fund determines that the employee is ineligible under the rules of the fund to receive a temporary disability benefit, the University may proceed in accordance with this clause without further notice.
- 28.5** This does not apply in circumstances where the employee is on sick leave but has not reached the expiry of the qualifying period of the employee's relevant superannuation fund.
- 28.6** If the medical report reveals that the employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the University may, subject to the review procedure set out below, terminate the employment of the employee with notice as provided in this Agreement. The University will provide the employee an opportunity to respond to management's proposal to terminate employment, and this response may include the opportunity for the employee to resign from their employment.
- 28.7** An employee or their representative may request that the findings of the medical report are confirmed by an independent health professional, not previously involved in the matter, appointed by the AMA in consultation with the University and the employee and/or their representative. Such a request must be received within 10 working days of the report being made available, and the University will not terminate the employment of the employee unless and until the findings of the medical report are confirmed. For clarity, any costs associated with this sub-clause will be borne by the University.
- 28.8** In making an assessment as to whether or not an employee is unable to perform their duties and is unlikely to resume them within a reasonable period, the initial qualified medical specialist and, if necessary, the AMA appointed independent health professional will, as far as possible apply the same criteria and standards as are used by the employee's superannuation scheme in determining qualification of a disablement pension or other similar benefit.
- 28.9** If an employee fails to undergo a medical examination within two months of a written notification to do so, the University will assume that the employee is unable to perform their duties and is unlikely to resume them within 12 months, in which case their employment will cease and the relevant termination entitlements will apply.

Other matters

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

PART E: REMUNERATION AND ALLOWANCES

29. Salary

This clause does not apply to senior employees who enter into a senior employee contract.

The salary increases contained in the Agreement are payable to University employees. Each increase will be effective as per the 'Date applicable' column of Table 17 below, or the first 'pay period start date' following approval of the Agreement, whichever is the latter.

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

Table 17: Salary Increases by percentage, date applicable, classification

Date applicable (first pay period following)	Applicable to	Increase payable
*1 January 2023	All staff	1%
23 September 2023	VET educators' salary uplift	Increased rates as outlined in Schedule 1
Approval by FWC	VET educators	3%
	HEW 1 – HEW 6	4%
	HEW 7-10 & LVL A-E	Flat dollar increase of \$3,200
07 September 2024	VET educators	3%
	HEW 1 – HEW 6	4%
	HEW 7-10 & LVL A-E	Flat dollar increase of \$3,300
08 August 2025	VET educators	3%
	HEW 1 – HEW 6	3%
	HEW 7-10 & LVL A-E	Flat dollar increase of \$3,900
27 June 2026	VET educators	3%
	HEW 1 – HEW 6	4%
	HEW 7-10 & LVL A-E	Flat dollar increase of \$3,450

*Has already been paid as an administrative increase.

The salary rates payable to employees are outlined in [Schedule 1](#).

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

29.1 Minimum payable rates

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

29.2 Payment of salary

Payment of salary for ordinary hours worked will be made to employees' nominated bank account(s) by electronic funds transfer on a fortnightly basis in arrears.

29.3 Claims for payment

To ensure timely payment and efficient operations, casual employees and/or employees claiming allowances, loading, penalties or overtime must submit their payment claims for authorisation on a fortnightly basis in accordance with the current Payroll Calendar.

29.4 Salaries at appointment - Academic employees

All employees will be paid according to the relevant salary scale contained in [Schedule 1](#) commensurate with the requirements of the relevant position description or classification descriptor.

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

29.5 Salaries at appointment - VET educators

- (1) A Teacher will hold minimum qualifications, skills and experience as prescribed in [Schedule 9](#).
- (2) A Teacher without an approved teaching qualification shall not progress beyond Step 4 of the Teacher Salary Scale. Progression beyond Step 4 to the Senior Teacher and LVT scales will be in accordance with the University's policy document on approved teaching qualifications for VET.
- (3) The University will appoint VET educators to the relevant salary scale contained at [Schedule 1](#) commensurate with the appointee's educational/industry qualifications and experience, and in accordance with the Classification Descriptors contained at [Schedule 9](#) - ensuring that the requirements of the Australian Qualifications Framework are met as outlined in the relevant University policy document/s.
- (4) In particular circumstances and subject to the consultation with the relevant Union, the Vice-President (Academic) may determine that a Teacher be placed on any classification level and step between Senior Teacher Step 1 and Leading Vocational Teacher Step 3. In such cases where appropriate teaching experience or qualifications are not present, a market loading arrangement may be considered.

While circumstances may vary, the Vice-President (Academic) will consider:

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

The Vice-President (Academic) will demonstrate a clear and direct linkage between the classification level and step a Teacher is placed and the emergent circumstances.

The Vice-President (Academic) will not approve the placement of a VET educator prescribed by this clause unless there is a compelling reason/s.

29.6 Junior rates of pay

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

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

29.7 Apprentice rates of pay

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

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

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

29.8 Traineeship rates of pay

A trainee employed by the University will be paid in accordance with the Miscellaneous Award 2020.

29.9 Supported wages system for employees with disabilities

See [Schedule 2](#).

29.10 Casual employee loading

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

29.11 Market loading

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

30. Overpayment of Entitlements and Recovery of Outstanding Debts

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

31. Superannuation

- 31.1** Continuing and fixed-term employees are entitled to an employer superannuation contribution of 17% of superable salary as determined by the relevant superannuation fund and category of membership. This does not, however, prevent an employee who is a member of UniSuper or QSuper from electing to receive a lower employer contribution rate in accordance with the relevant trust deed.
- 31.2** The University's nominated default fund is UniSuper. In the event that an employee does not choose an alternative complying fund to receive employer superannuation contributions, or the University is not otherwise required by law to make contributions to an alternative fund, the University will make contributions on their behalf to UniSuper.
- 31.3** Should changes to the UniSuper or QSuper (Australian Retirement Trust) trust deeds be proposed because of external influences, the University will consult with the parties to this Agreement on the effects of any changes.
- 31.4** Requests by employees to attend presentations by a superannuation fund associated with their employment at the University during normal working hours will not be unreasonably refused. Employees will not be required to access their leave balances to attend such presentations.

32. Relocation Entitlements

- 32.1** Employees who are required to relocate as a condition of their employment to another CQUniversity facility in another town more than 100km away from their current work location, will be entitled to reimbursement of resettlement expenses on submission of a valid tax invoice or receipt as follows:
- (1) The removal or storage of household effects in respect to the packing, transportation, unpacking and insurance costs incurred by relocating as per University procedure.
 - (2) Removal or storage must take place within twelve months after the day on which the employee commenced duties at the new place of employment.
 - (3) Travelling expenses as per the University's Recruitment and Relocation Expenses Procedures.
 - (4) Costs incurred for the connection of the following utilities:

- telephone
- electricity, and
- gas.

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

- advertising
- legal fees
- agents commission, and
- fees to discharge mortgage (but not interest charges).

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

- legal fees
- stamp duty
- valuation fees
- mortgage costs, and
- building inspection.

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

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

32.2 Relocation entitlements paid to employees required to relocate as a condition of their employment shall be on the terms that, if for any reason other than ill health, the employee voluntarily terminates their services with the University or is terminated due to unsatisfactory performance or misconduct during the first three years from the initial date of their employment, they will be required to repay to the University the amount of the housing assistance less 1/36 of the amount for each calendar month elapsing after commencement of the employment and before termination of employment.

32.3 In the case of two employees who are relocating who are partners, they shall be treated as separate individuals for the purposes of travel and settling-in allowance however transfer of effects and travel in respect to dependent children will only be claimable by one of the appointees.

33. Salary Packaging (including Flexible Remuneration)

33.1 The parties to this Agreement agree that notwithstanding the rates of pay specified in [Schedule 1](#) of this Agreement, employees will have the option to convert their gross salaries as prescribed by this Agreement, to alternative benefits, as detailed in University guidelines. The University will explore widening the range of benefits available to employees subject to the employee meeting, where applicable, the full cost of any fringe benefit tax or similar tax introduced by the Government and any administrative cost associated with the provision of the benefit on a cost recovery basis. There will be no administrative charge for packaging superannuation contributions.

33.2 Employees are responsible for ensuring that they have obtained independent financial advice before converting any part of their salary under this subclause.

33.3 The parties to this Agreement agree that if legislation or other changes result in an increased cost to the University of providing salary packaging (including flexible remuneration), the University may discontinue the arrangement, upon four weeks written notice of intent to withdraw being provided to the affected employees.

33.4 Notwithstanding anything contained within this clause, the employee's rate of pay as specified in [Schedule 1](#), will be used as the basis for calculation of the following entitlements:

- termination payments
- annual leave and long service leave payments
- calculation of redundancy benefits
- calculation of overtime and shift payments
- calculation of leave loading, and
- calculation of allowances.

33.5 Employer and employee superannuation contributions will be based upon the employee's rate of pay as specified in [Schedule 1](#).

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

34. First Aid Allowance

- 34.1** This allowance is applicable in two instances:
- the University formally appoints an employee as a first aid attendant to undertake the responsibilities as an Appointed First Aid Officer and the employee holds a current, nationally accredited certificate in Applying First Aid and Cardiopulmonary Resuscitation or equivalent qualification, or
 - the employee is required as a condition of their employment to hold a current, nationally accredited certificate in Applying First Aid and Cardiopulmonary Resuscitation or equivalent qualification.
- 34.2** The allowance payable for the duration of this agreement is outlined in the following table and will be indexed at 3% on the salary increase dates.

Table 18: First aid allowance rate

Rate of Allowance (Fortnightly)				
As at 01/01/2023	As at first pay period following approval 2023	As at 07/09/2024	As at 09/08/2025	As at 27/06/2026
\$31.10	\$32.00	\$33.00	\$34.00	\$35.00

35. Higher Duties Allowance

This clause does not apply to English Language Centre employees and senior employees who enter into senior employee contracts.

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

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

36. Professional Employee Allowances

(This clause only applies to professional employees.)

36.1 Toilet cleaning allowance

An employee required to clean toilets connected with septic tanks or sewerage shall be paid, in addition to the ordinary rate of pay, an allowance at the rates outlined in the table below. This allowance will be indexed at 3% on the salary increase dates as outlined in this Agreement.

Table 19: Toilet cleaning allowance rate

Rate of Allowance (Fortnightly)				
As at 01/01/2023	As at first pay period following approval 2023	As at 07/09/2024	As at 09/08/2025	As at 27/06/2026
\$29.70	\$30.60	\$31.50	\$32.50	\$33.40

36.2 Tool allowance

This is a fortnightly payment for employees to supply their own tools. This payment is not applicable where the University supplies the tools used. This allowance will be indexed at 3% on the salary increase dates as outlined in this Agreement.

Table 20: Tool allowance rate

Licensed Trade	Rate of Allowance (Fortnightly)				
	As at 01/01/2023	As at first pay period following approval 2023	As at 07/09/2024	As at 09/08/2025	As at 27/06/2026
Electrical Fitters / Mechanics	\$73.20	\$75.40	\$77.70	\$80.00	\$82.40
Refrigeration Mechanic	\$73.20	\$75.40	\$77.70	\$80.00	\$82.40
Carpenter	\$73.20	\$75.40	\$77.70	\$80.00	\$82.40
Plumber and Gasfitter	\$73.20	\$75.40	\$77.70	\$80.00	\$82.40

36.3 Licensing allowance

This is a fortnightly payment to reflect the legal obligations imposed on trade employees to meet compliance with legislation and licensing. This allowance at the rate of \$64.90 per fortnight will be indexed at 3% on the salary increase dates as outlined in this Agreement.

Table 21: Licensing allowance rate

Licensed Trade and % of allowance	Rate of Allowance (fortnightly)				
	As at 01/01/2023	As at first pay period following approval 2023	As at 07/09/2024	As at 09/08/2025	As at 27/06/2026
Electricians (100%)	\$64.90	\$66.80	\$68.80	\$70.90	\$73.00
Refrigeration Mechanic (50%)	\$32.40	\$33.40	\$34.30	\$35.40	\$36.50
Plumbers (25%)	\$16.30	\$16.80	\$17.30	\$17.80	\$18.40

36.4 Confined spaces allowance

The University has an obligation to provide a work environment without risks to health and safety, so far as is reasonably practicable. This obligation includes eliminating or minimising, so far as is reasonably practicable, the risks presented by working in confined spaces and other restricted areas. Employees required to enter and work within a confined space must comply with the relevant University policy document, in addition to the Australian Standard AS 2865-20-9 - Confined spaces.

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

36.5 Live sewer work allowance

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

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

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

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

PART F: LEAVE

37. Public Holidays

37.1 Days that are observed as public holidays

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

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

Where an employee's designated working location is from home, the applicable public holiday will be based on their home address or as otherwise agreed with their supervisor.

37.2 Work on public holidays – professional employees and VET educators

If required to work ordinary hours on a public holiday, an employee will be paid at 250% of the normal rate of pay with a minimum payment of four hours. Casual employees are only required to be paid as per their minimum engagement hours (Table 8). Casual rates are exclusive of loading.

37.3 Overtime on a public holiday – professional employees

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

37.4 Overtime on a public holiday – VET educators

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

37.5 Public holidays falling on a professional employee's rostered day off

(This subclause applies to professional employees employed on shift work only.)

If a public holiday falls on a rostered day off, the professional employee is entitled to either:

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

38. Closure over Christmas/New Year Period

Some areas of the University will close over the Christmas/New Year period.

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

- three working days on full pay without debit to any leave account (hereby referred to as Christmas Closure Days), and
- three public holidays.

In order to ensure that services are available to prospective and current students, nominated employees (other than those on-call) in the listed areas (howsoever named) will be required to work on one or more of the Christmas Closure Days and will be entitled to take the equivalent time off at a mutually agreed time as approved by the head of the business area (or nominee).

- Technology and Services Assistance Centre (TaSAC)
- Student Success Division
- other areas as nominated from year to year.

If required to work on the Christmas closure days / New Year closure period, employees will be provided with a minimum of four months' notice.

39. Leave entitlements

Part of this clause (Annual Leave) does not apply to senior employees who enter into a senior employee contract.

39.1 Procedures

The process for the administration of leave is as detailed in University policy document/s. Should the University propose changes to the relevant policy document/s, it will consult with the JCC in relation to these changes.

Table 22: Leave entitlements

Leave Type	Entitlement	Conditions
<p>(1) Annual Leave is for rest and recreation (excludes casual employees and employees on Senior employees who enter into a senior employee contract).</p>	<ul style="list-style-type: none"> • 5.4 weeks (195.75 hours per year for fulltime employees and pro-rata for part-time employees) cumulative leave per year. • Employees will receive a leave loading of 12.96% in addition to ordinary wages/salary on 5.4 weeks. (This amount is based on 17% leave loading on weeks wages/salary) <p>Shift workers (Professional employees only) will be calculated in one of the following ways, whichever is the greater amount:</p> <ul style="list-style-type: none"> • payment of the roster or projected roster for the period of annual leave including any shift allowances and/or weekend/public holiday penalty rates, or • ordinary salary/wage (excluding shift premiums and weekend penalty rates), plus a leave loading of 12.96%. 	<ul style="list-style-type: none"> (a) In addition to three working days paid at Christmas/New year closure period. (b) Accrues progressively throughout the year and is cumulative. (c) Leave taken excludes public holidays. (d) Leave can be used over one or more periods. (e) Leave needs to be approved by the supervisor in advance. (f) A leave plan will be agreed prior to the commencement of each year, with blocks of leave booked at that time. Annual leave bookings may only be cancelled due to emergent circumstances, and rebooked at the same time for a future date. (g) All leave loading accrued during a calendar year will be paid in December each year. Annualised hours, flexible year employees and term employees will accrue annual leave during hours worked and will be taken during the periods of paid work. (h) The University may direct an employee to take annual leave if the employee has accrued more than eight weeks annual leave. The University may require the employee to take any accrued annual leave which is in excess of six weeks. (i) Employees on fixed-term contracts will be required to exhaust their annual leave prior to the end of the fixed-term contract; any exception to this arrangement will require the relevant Senior Executive's (or nominee) approval. (j) Employees who become ill for more than three days during annual leave may claim sick leave (to the extent of sick leave accrued) on full pay by providing acceptable documentation as per the sick leave provision below. (k) Continuing and Research Contingent Continuing or IEFCC employees may apply to cash out some annual leave in accordance with the clause below. (l) All annual leave (and associated loading) accrued will be paid on termination.
<p>(2) Sick Leave is for the purposes of personal illness or injury (excludes casual employees).</p>	<ul style="list-style-type: none"> • 10 days paid leave per year for continuing or fixed-term full-time employees. Pro-rata for part-time employees (including annualised hours employment, flexible employment and term employment). • This leave is cumulative and in the first year of employment, up to 10 days paid sick leave may be granted 12 months in advance. This also applies if the employee has been employed for more than 12 months and has exhausted all paid sick leave entitlements. 	<ul style="list-style-type: none"> (a) It is the employee's responsibility to inform their supervisor as soon as possible of the inability to attend work (preferably by phone) and of the expected duration of absence. (b) The employee is also required to submit a leave application to cover the absence. (c) Any absence in excess of three consecutive working days must be supported by a medical certificate or statutory declaration; this certificate or statutory declaration must cover the whole period of absence. (d) If employment terminates prior to regaining a positive sick leave balance, the University may recoup the amount of paid sick leave in excess of the leave accrued. (e) If there is a proven pattern of recurring absences on sick leave, the University has the right to request the provision of a medical certificate or statutory declaration in respect of each period of sick leave taken for the following six months.
<p>(3) Carer's Leave is available to provide care and support for a</p>	<ul style="list-style-type: none"> • Five days paid per year that is non-cumulative (fixed-term and continuing employees). 	<ul style="list-style-type: none"> (a) Clause 4 of this Agreement provides the definition of 'immediate family'. (b) Wherever practicable, employees must give

Leave Type	Entitlement	Conditions
<p>member of immediate family or household.</p>	<ul style="list-style-type: none"> All employees including casuals are entitled to a period of unpaid carer's leave up to two days per occasion. For fixed-term and continuing employees, unpaid carer's leave is only available when all paid carer's leave is exhausted. To assist with caring responsibilities, employees who have exhausted their carer's leave entitlement may access their sick leave and annual leave. The care/support can relate to a medical condition, injury or emergency, pupil-free school days for care of school-aged children or other circumstances consistent with the intent of the use of this leave as agreed with the supervisor. Professional employees, with the consent of their supervisor, may elect to work make-up time. 	<p>prior notice of their intention to take this leave and advise:</p> <ul style="list-style-type: none"> the name of the person requiring care and their relationship the reasons for taking the leave, and the estimated length of absence. <p>(c) If unable to give prior notice, the employee must notify the supervisor by telephone as soon as possible on the first day of absence.</p> <p>(d) Any absence more than three consecutive working days requires a medical certificate/statutory declaration setting out the reasons for the leave; this certificate or statutory declaration must cover the whole period of absence.</p> <p>(e) If there is a proven pattern of recurring absences on carer's leave, the University has the right to request the provision of a medical certificate or statutory declaration in respect of each period of carer's leave taken for the following six months.</p>
<p>(4) Compassionate Leave is for when an immediate family member has passed away or at imminent risk of same.</p>	<p>Up to two days compassionate leave per occasion (paid compassionate leave for continuing and fixed-term employees, unpaid compassionate leave for casual employees) to spend time with a person who:</p> <ul style="list-style-type: none"> is an immediate family or household member, and has a personal illness/injury that poses a serious threat to their life. <p>Up to three days compassionate leave per occasion (paid compassionate leave for continuing and fixed-term employees, unpaid compassionate leave for casual employees) when a member of the immediate family or household dies.</p>	<p>(a) Clause 4 of this Agreement provides the definition of 'immediate family'.</p> <p>(b) The employee may be required to provide evidence of the illness, injury or death such as a medical certificate from a registered health practitioner, a statutory declaration, or a copy of a death or funeral notice.</p> <p>(c) Where an employee is part-time – full consecutive days of compassionate leave will be provided as would be allowed for full-time employees and paid at the relevant part-time rate of pay.</p>
<p>(5) Domestic and Family Violence Leave is available to all employees including casuals where violence or abuse affects attendance or performance at work.</p>	<p>The University recognises that an employee may sometimes experience situations of violence or abuse in their personal life and may offer the following support:</p> <ul style="list-style-type: none"> up to 10 days paid non-cumulative leave per year for all employees upon request to the Director, People and Culture (or nominee) access to sick, carer's, annual leave or leave without pay flexible working arrangements, including changes to working times consistent with the needs of the business area, and changing work location, telephone number or email address. 	<p>(a) An employee may be required to provide supporting evidence of treatment for domestic violence which could take the form of a document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, or a counselling professional.</p>
<p>(6) Gender Affirmation Leave is available for an employee who identifies as transgender or non-binary and who is undertaking gender affirmation (does not apply to casual employees or employees employed for less than 12 months).</p>	<p>The University recognises that an employee undertaking gender affirmation may face unique and complex challenges, and that a supportive work environment can play a significant role in enhancing an employee's wellbeing during this process.</p> <p>The University will offer support to an employee who transitions, which includes:</p> <ul style="list-style-type: none"> access to additional paid leave of up to a total of 20 days (145 hours) per year to a cap of 60 days (435 hours) for the period of their employment to attend legal, medical or counselling appointments or to attend any other activities related to the gender affirmation process. flexible working arrangements, as prescribed in this Agreement, which include but are not limited to changes to working times consistent with the needs of the business unit. 	<p>(a) This leave may be taken as consecutive days or single days or as a fraction of a day.</p> <p>(b) Supporting documentation may be required by the University, which may include a medical certificate, or a statutory declaration signed by the employee.</p> <p>(c) For the avoidance of doubt, this leave is provided in addition to any other leave that may be available to the employee.</p> <p>(d) If an employee has used all of their paid leave under this clause, the employee may apply for further leave without pay. Such leave will not be unreasonably refused.</p>
<p>(7) Long Service Leave</p>	<p>An employee who has completed at least 10 years of service will be entitled to long service leave at the rate of one and three-tenth weeks</p>	<p>(a) Employees are entitled to take leave at the time of their choosing, provided that applications are lodged at least six months</p>

Leave Type	Entitlement	Conditions
is an extended break from the University to rest and recuperate.	(6.5 days for a full-time employee) cumulative leave on full pay for each year of continuous service and a proportionate amount for part of an incomplete year. Pro-rata for part-time employees (including annualised hours employment, flexible employment and term employment).	prior (or less by approval from the head of business area). (b) If an employee has accumulated a long service leave entitlement in excess of 4.5 months pro-rata (equivalent to 100 full-time days), the Director, People and Culture may give three months' written notice to take at least four weeks of leave, at a time convenient to the needs of the University in accordance with relevant policy document/s. (c) Transfer of long service leave entitlements will be detailed in University policy document/s.
(8) Engaged Service Leave is available to support the University's engagement agenda.	A maximum of 7.25 hours paid leave per calendar year (non-cumulative) for continuing and fixed-term employees.	(a) Details are outlined in the relevant University policy document/s regarding what activities may be covered in accessing this leave. Active participation in NAIDOC, or National Reconciliation Week activities by Non-Indigenous Employees will be considered favourably as appropriate use of Engaged Services Leave.
(9) Workplace Relations Training Leave is available to contribute to a better understanding of workplace relations.	Up to five working days leave on ordinary pay each calendar year for continuing and fixed-term employees, non-cumulative provided that the University is not involved in any other costs except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.	(a) The granting of such leave is subject to the convenience of the business area and will not unduly affect the operation of the business area. Such leave requests will not be unreasonably refused. (b) The scope, content and level of the course must be such as to contribute to a better understanding of workplace relations or to allow elected or accredited union representatives to conduct official union business which requires the attendance of the employee personally. Official union business includes meetings of State or National union bodies of which the employee is a member, and includes attendance at meetings of those bodies.
(10) Cultural and Religious Leave to provide an opportunity for employees who may celebrate cultural or religious days of observance which do not coincide with existing public holidays.	Where this may involve time away from work, suitable arrangements could include re-scheduling of work commitments or use of annual leave.	(a) Reasonable evidence of the need to be absent from work may be required. (b) A supervisor should not unreasonably refuse the use of annual leave for this purpose.
(11) Indigenous Cultural or Ceremonial Leave only applies to employees who identify as being of Aboriginal or Torres Strait Islander descent.	The following leave is available each calendar year to fulfil ceremonial obligations: <ul style="list-style-type: none"> • Up to five days paid non-cumulative leave for continuing and fixed-term employees, and • Up to 10 days unpaid non-cumulative leave for all employees. 	(a) Clause 4 of this Agreement provides the definition of 'Indigenous ceremonial obligations'. (b) A supervisor should not unreasonably refuse the use of annual leave or long service leave for this purpose.
(12) Leave to Contest Elections is available for employees nominated for election to parliament, a local authority or an Aboriginal and Torres Strait Islander Council.	If an employee is able to fulfil their duties in a normal way between the day nominations close and the day of the poll, they will be paid their normal salary payments. If an employee is unable to fulfil their duties during the election campaign, they may access long service leave, annual leave or leave without pay for the period between the close of nominations and the day of the poll.	(a) Supporting evidence needs to be provided to the authorising officer in regards to fulfilling normal duties.
(13) Defence Force Reserve Leave	An employee who is a member of the Defence Force Reserve Service is entitled to leave in accordance with University policy document/s.	
(14) Jury Duty is a legal obligation.	A continuing or fixed-term employee required to perform jury duty will be granted paid leave.	(a) The employee must produce: <ul style="list-style-type: none"> • a certificate from the Sheriff's Office indicating attendance, and • a receipt from Finance verifying that the employee has reimbursed the University for any monies paid to them by the Court. (b) Employees are to return to work if they are required for only part of a normal working day during the period of jury service.

39.2 Cashing out of annual leave – all continuing employees and funding contingent continuing employees

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

40. Parental Leave

40.1 Eligibility and periods of leave

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

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

Parental leave may take the form/s of:

40.1.1 Maternity/Birth Parent's leave

- Paid - 26 weeks paid for eligible fixed-term or continuing employees (the period of leave must be for at least six weeks from the date of birth). This paid leave of up to 26 weeks applies if the birth mother/birth parent is to be the primary carer.
- Unpaid - up to 26 weeks unpaid for eligible fixed-term and continuing employees.
- Casual unpaid - up to 52 weeks unpaid for eligible casual employees (the period of leave must be for at least six weeks from the date of birth).
- Up to 26 weeks unpaid for fixed-term and continuing employees with less than 12 months continuous service at the time of commencement of the period of leave (the period of leave must be for at least six weeks from the date of birth).

40.1.2 Primary caregiver's leave

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

The total of paid maternity/birth parent's leave and paid primary caregiver's leave cannot exceed 26 weeks per occasion.

40.1.3 Partner leave

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

40.1.4 Adoption, long term foster care and surrogacy leave

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

40.1.5 Permanent care orders

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

40.1.6 Child rearing leave

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

40.2 Transfer to safe duties

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

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

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

- (1) the end of the period stated in the medical certificate, or
- (2) if the employee's pregnancy results in the birth of a living child; the end of the day before the date of birth, or
- (3) if the employee's pregnancy ends otherwise than with the birth of a living child; the end of the day before the end of the pregnancy.

Such paid special leave is in addition to any other leave entitlement they have.

40.3 Resumption of duty

An employee resuming duty after parental leave shall be placed in their former position, and at not less than their salary and classification, in the business area from which they were granted leave. Where the University has made a decision about changes in the organisation, program structure or technology of work which may impact on the position of the employee on parental leave, the employee will be notified.

A full-time employee on a period of parental or child rearing leave will not unreasonably be refused a request to return to work on a part-time basis. Anytime up to 12 months after commencing such part-time work, the employee shall if at all practicable be returned to the position held before commencing parental leave on a full-time basis, by giving three months' notice. If the substantive position no longer exists, the University shall employ the employee in a position commensurate with the classification and duties for which they are qualified, provided that position is at the substantive grade held prior to commencement of parental leave.

40.4 Procedures

The process for the administration of parental leave is as detailed in University policy document/s. Should the University propose changes to the relevant policy document/s, it will consult with the JCC in relation to these changes.

PART G: OTHER CONDITIONS

41. Code of Conduct

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

42. Intellectual and Academic Freedom

- 42.1** The parties to this agreement recognise that guarantees of intellectual and academic freedom are essential to the proper functioning of a university culture. Consequently, the following rights of all University employees will be recognised and protected, subject to clauses 42.2 and 42.3. These are the rights to:
- pursue critical and open inquiry
 - participate in public debates and express opinions about their discipline, their University, general social issues, and higher education issues
 - participate in decision making processes within the University via appropriate representation on University committees
 - participate in professional and representative bodies, including trade unions, without fear of harassment or intimidation, and
 - undertake all aspects of their role without fear or harassment, bullying, intimidation or unfair treatment.
- 42.2** Employees have the right to express unpopular or controversial views, but this does not mean they have a right to harass, bully or vilify.
- 42.3** These rights are linked to the responsibilities of employees and students to support the role of CQUniversity as a place of independent learning and thought, where ideas may be put forward and opinion expressed freely; and as an institution which must be accountable for its expenditure of public money, and which upholds the values of truth, accuracy, honesty, civility and courage.
- 42.4** An exercise of intellectual and academic freedom in accordance with this clause is not misconduct or serious misconduct under the provisions of this agreement.

43. First Nations Employment

- 43.1** The University remains committed to its responsibilities and commitments as outlined in the University's Strategic Plan, Reconciliation Action Plan, the Indigenous Leadership and Engagement Strategy and the First Nations Workforce Strategy 2020-2025. The parties give respect and consideration to the cultural, social and religious systems practised by Indigenous Australians, and acknowledge the scholarship that Indigenous Australian employees bring to the University.
- 43.2** The First Nations Workforce Strategy 2020-2025 will provide the framework to deliver programs and strategies supportive of and relevant to Indigenous Australians in order to improve employment outcomes.
- 43.3** The University will maintain the First Nations Success Strategies Committee, which will assist the University to regularly review, improve and implement the First Nations Workforce Strategy 2020-2025 and to recommend strategies to increase the proportion of Aboriginal and Torres Strait Islander Peoples employed across the

University. Terms of Reference for this Committee will be maintained and should changes be proposed, the University will consult with the JCC.

- 43.4** The University will take active measures over the life of the Agreement to achieve the target of parity with the Australian population of 3.2% for employment of Indigenous employees utilising the strategies outlined in the First Nations Workforce Strategy 2020-2025 and Reconciliation Action Plan. This target can also be represented as approximately 61 staff.
- 43.5** The University is committed to the principle of embedding First Nations knowledge and perspectives wherever possible and appropriate, Aboriginal and Torres Strait Islander Peoples will be encouraged to apply for positions within the University and appointed through a culturally sensitive and appropriate merit-based selection process. From time to time, vacancies may be recruited using a targeted process.
- 43.6** In order to facilitate progression of existing Indigenous employees who wish to pursue careers in Academia or VET Education, the University will provide staff study support for the requisite training qualifications including the Graduate Certificate Tertiary and Adult Education and/or Certificate IV in Training and Assessment (howsoever named) through CQUniversity.
- 43.7** Upon successful completion of the above and as availability arises, existing Indigenous employees will be eligible to apply for suitable vacancies and be considered on a merit basis as per clause 43.5.
- 43.8** An Indigenous employee who is required by the University to perform cultural duties as part of their role, will have this work recognised in their workload. Professional employees and VET Educators who are required to perform additional work outside of working hours, as approved by their supervisor, will be compensated appropriately through overtime or TOIL.
- 43.9** Cultural duties may include:
- Welcome to Country or Acknowledgement of Country (as appropriate)
 - Smoking/Cleansing Ceremonies (or similar)
 - performance of traditional dance and storytelling
 - provision of cultural knowledge
 - additional work with Aboriginal and Torres Strait Islander communities on behalf of the institution outside standard working hours (for example, attendance/participation at community meetings as a representative of the University)
 - organising and/or participating in Reconciliation Week and NAIDOC week events on behalf of the University as a representative of the local community, and
 - cultural learning, teaching and research requirements where not already specifically detailed in the employee's position description or annual workload plan.

44. Facilitating Union Involvement

- 44.1** The University recognises the significant role played by employees in workplace relations and agrees to recognise reasonable involvement of employees in workplace relations matters as part of normal duties and to facilitate and resource this involvement at a reasonable level. An employee who has been appointed as a Union Representative will be allowed reasonable time off during working hours for the conduct of Union business.
- 44.2** The University agrees to allow Union officials to attend and hold discussions with an individual employee or group of employees on the University campuses and will make available upon request suitable room/s, and communication technologies at no charge. Unless otherwise agreed, the relevant Union will provide no less than 24 hours' notice of the intention to hold such meetings to the relevant head of the business area and Director, People and Culture (or nominee). Such meetings will not interfere with the performance of duties of employees and will, unless otherwise agreed, be held in non-work time.
- 44.3** The University shall include material provided by the Union in induction information provided to all new employees.
- 44.4** Where an employee requests the University to deduct a union subscription by payroll deduction at a rate or amount advised from time to time as payable under the Union's rules, the University agrees to process this request in the same manner as for all other employee requests for payroll deduction, conditional upon written authorisation from the employee, and to transmit such deduction to the relevant Union without charge to the employee or the Union. The employee or the Union shall be entitled to cancel the arrangement by advice in writing.
- 44.5** The University shall provide the Unions with reasonable access via the Director, People and Culture to the all-employee email lists without charge for the purpose of legitimate University business.

45. Grievance Resolution Procedures

45.1 Development of procedures

The University has the following process for the resolution of complaints, grievances, or problems related to internal personnel and related matters at CQUniversity. This process emphasises a collegial approach to grievance

resolution through informal facilitation and mediation and is designed to lead to a prompt resolution of difficult problems.

45.2 Process not to over-ride other legislation

This process does not and cannot be applied to matters covered by applicable regulations and industrial legislation. In short, where the University is required by legislation or agreement to deal with a particular matter in another way, this process shall not be available.

45.3 Fair treatment for all

All parties concerned are entitled to fair treatment in relation to the procedures.

45.4 First level: one-on-one informal discussion/facilitation

45.4.1 When an employee wishes to raise a grievance with the University within this process, the employee should initially attempt to resolve the grievance through informal discussions with the other party or parties involved.

The employee should also verbally advise their immediate supervisor of the situation. However, where an employee claims to have been aggrieved by the immediate supervisor, the employee shall instead inform that supervisor's immediate manager if the employee feels unable to approach the immediate supervisor on the issue in grievance.

Employees from the People and Culture Directorate are available to facilitate one-on-one informal discussions on request.

45.4.2 The person with whom the grievance was raised shall make a full verbal response to the employee not later than five working days from the date the matter is raised.

The supervisor should ensure the matter is proceeding according to the timeframes contained in this process.

45.5 Second level: informal mediation

45.5.1 If the concerned employee is dissatisfied with the reply (or if there was not a timely reply at the first level), the employee should verbally advise the Director, People and Culture of the unresolved grievance.

45.5.2 At the request of the parties involved, or the discretion of the Director, People and Culture, processes will be instigated within five working days to arrange a mediation of the grievance with the aggrieved person/s by independent and neutral mediators.

45.6 Third level: referral to independent external investigator

45.6.1 If agreement has not been reached within five working days following the second level (or if a timely meeting was not convened) the employee shall advise the Director, People and Culture in writing of the continuing unresolved grievance. Upon such notice, the Director, People and Culture shall hand the matter over to an independent external investigator and advise all parties of this action.

45.6.2 Within 10 working days of the written notice to the Director, People and Culture of the continuing grievance, the independent external investigator shall commence duties. The independent external investigator shall make all reasonable attempts to establish the validity of the grievance and shall have access to relevant information, records, and persons.

45.6.3 The independent external investigator's recommendations will be forwarded to the Vice-Chancellor and President (or nominee) for consideration and final determination.

45.7 Fourth level: Vice-Chancellor and President (or nominee) makes final determination.

SCHEDULE 1: SALARY RATES

PROFESSIONAL EMPLOYEE SALARY RATES

HEW Level & Step	RATES AS AT 1/01/2023 (includes 1% administrative increase)				Effective first pay period after commencement of Agreement				As at 07/09/2024				As at 09/08/2025				As at 27/06/2026			
	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)
1.16 Jnr	25,909	993.10	13.6978	17.1223	26,945	1,032.80	14.2455	17.8069	28,023	1,074.10	14.8154	18.5193	28,864	1,106.40	15.2601	19.0751	30,021	1,150.70	15.8718	19.8398
1.17 Jnr	31,085	1,191.50	16.4343	20.5429	32,328	1,239.10	17.0914	21.3643	33,621	1,288.70	17.7750	22.2188	34,630	1,327.40	18.3085	22.8856	36,016	1,380.50	19.0412	23.8015
1.18 Jnr	36,277	1,390.50	19.1792	23.9740	37,728	1,446.10	19.9464	24.9330	39,237	1,504.00	20.7441	25.9301	40,414	1,549.10	21.3664	26.7080	42,032	1,611.10	22.2218	27.7773
1.19 Jnr	44,044	1,688.20	23.2856	29.1070	45,806	1,755.70	24.2171	30.2714	47,638	1,826.00	25.1857	31.4821	49,067	1,880.70	25.9412	32.4265	51,028	1,955.90	26.9779	33.7224
1.20 Jnr	50,775	1,946.20	26.8442	33.5553	52,806	2,024.00	27.9179	34.8974	54,918	2,105.00	29.0345	36.2931	56,566	2,168.20	29.9058	37.3823	58,829	2,254.90	31.1022	38.8778
1.1	51,816	1,986.10	27.3945	34.2431	53,889	2,065.60	28.4905	35.6131	56,045	2,148.20	29.6303	37.0379	57,726	2,212.60	30.5191	38.1489	60,034	2,301.10	31.7393	39.6741
1.2	52,933	2,028.90	27.9851	34.9814	55,050	2,110.10	29.1043	36.3804	57,252	2,194.50	30.2685	37.8356	58,970	2,260.30	31.1768	38.9710	61,328	2,350.70	32.4234	40.5293
1.3	54,044	2,071.50	28.5724	35.7155	56,206	2,154.40	29.7155	37.1444	58,454	2,240.50	30.9040	38.6300	60,208	2,307.80	31.8313	39.7891	62,617	2,400.10	33.1049	41.3811
2.16 Jnr	27,845	1,067.30	14.7213	18.4016	28,959	1,110.00	15.3103	19.1379	30,117	1,154.40	15.9225	19.9031	31,021	1,189.00	16.4004	20.5005	32,262	1,236.60	17.0565	21.3206
2.17 Jnr	33,423	1,281.10	17.6704	22.0880	34,760	1,332.30	18.3772	22.9715	36,150	1,385.60	19.1121	23.8901	37,235	1,427.20	19.6857	24.6071	38,724	1,484.30	20.4729	25.5911
2.18 Jnr	38,988	1,494.40	20.6125	25.7656	40,548	1,554.20	21.4373	26.7966	42,170	1,616.40	22.2948	27.8685	43,435	1,664.90	22.9636	28.7045	45,172	1,731.40	23.8819	29.8524
2.19 Jnr	47,342	1,814.60	25.0292	31.2865	49,236	1,887.20	26.0305	32.5381	51,205	1,962.70	27.0715	33.8394	52,741	2,021.60	27.8836	34.8545	54,851	2,102.40	28.9991	36.2489
2.20 Jnr	54,579	2,092.00	28.8553	36.0691	56,762	2,175.70	30.0094	37.5118	59,032	2,262.70	31.2095	39.0119	60,803	2,330.60	32.1458	40.1823	63,235	2,423.80	33.4316	41.7895
2.1	55,695	2,134.80	29.4453	36.8066	57,923	2,220.20	30.6232	38.2790	60,240	2,309.00	31.8482	39.8103	62,047	2,378.30	32.8035	41.0044	64,529	2,473.40	34.1157	42.6446
2.2	57,089	2,188.20	30.1823	37.7279	59,373	2,275.80	31.3898	39.2373	61,748	2,366.80	32.6455	40.8069	63,600	2,437.80	33.6246	42.0308	66,144	2,535.30	34.9696	43.7120
3.16 Jnr	29,249	1,121.10	15.4636	19.3295	30,419	1,166.00	16.0822	20.1028	31,636	1,212.60	16.7256	20.9070	32,585	1,249.00	17.2273	21.5341	33,888	1,298.90	17.9162	22.3953
3.17 Jnr	35,085	1,344.80	18.5490	23.1863	36,488	1,398.60	19.2908	24.1135	37,948	1,454.50	20.0627	25.0784	39,086	1,498.20	20.6643	25.8304	40,649	1,558.10	21.4907	26.8634
3.18 Jnr	40,939	1,569.20	21.6440	27.0550	42,577	1,632.00	22.5100	28.1375	44,280	1,697.20	23.4103	29.2629	45,608	1,748.20	24.1124	30.1405	47,432	1,818.10	25.0767	31.3459
3.19 Jnr	49,716	1,905.60	26.2843	32.8554	51,705	1,981.80	27.3358	34.1698	53,773	2,061.10	28.4292	35.5365	55,386	2,122.90	29.2819	36.6024	57,601	2,207.80	30.4530	38.0663
3.20 Jnr	57,308	2,196.60	30.2981	37.8726	59,600	2,284.50	31.5098	39.3873	61,984	2,375.80	32.7702	40.9628	63,844	2,447.10	33.7536	42.1920	66,398	2,545.00	35.1039	43.8799
3.1	58,477	2,241.40	30.9161	38.6451	60,816	2,331.10	32.1527	40.1909	63,249	2,424.30	33.4390	41.7988	65,146	2,497.00	34.4419	43.0524	67,752	2,596.90	35.8197	44.7746
3.2	60,141	2,305.20	31.7959	39.7449	62,547	2,397.40	33.0679	41.3349	65,049	2,493.30	34.3907	42.9884	67,000	2,568.10	35.4221	44.2776	69,680	2,670.80	36.8390	46.0488
3.3	61,811	2,369.20	32.6788	40.8485	64,283	2,464.00	33.9857	42.4821	66,854	2,562.50	35.3449	44.1811	68,860	2,639.40	36.4055	45.5069	71,614	2,745.00	37.8615	47.3269
3.4	63,470	2,432.80	33.5559	41.9449	66,009	2,530.10	34.8982	43.6228	68,649	2,631.30	36.2939	45.3674	70,708	2,710.20	37.3825	46.7281	73,536	2,818.60	38.8776	48.5970
3.5	65,155	2,497.40	34.4467	43.0584	67,761	2,597.30	35.8245	44.7806	70,471	2,701.10	37.2572	46.5715	72,585	2,782.20	38.3748	47.9685	75,488	2,893.40	39.9096	49.8870

PROFESSIONAL EMPLOYEE SALARY RATES

HEW Level & Step	RATES AS AT 1/01/2023 (includes 1% administrative increase)				Effective first pay period after commencement of Agreement				As at 07/09/2024				As at 09/08/2025				As at 27/06/2026			
	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)
4.61 Apprentice	26,747	1,025.20	14.1408	17.6760	27,817	1,066.20	14.7065	18.3831	28,930	1,108.90	15.2950	19.1188	29,798	1,142.20	15.7539	19.6924	30,990	1,187.80	16.3841	20.4801
4.62 Apprentice	36,775	1,409.60	19.4425	24.3031	38,246	1,466.00	20.2202	25.2753	39,776	1,524.60	21.0291	26.2864	40,969	1,570.30	21.6598	27.0748	42,608	1,633.20	22.5264	28.1580
4.63 Apprentice	50,136	1,921.70	26.5063	33.1329	52,141	1,998.60	27.5663	34.4579	54,227	2,078.50	28.6692	35.8365	55,854	2,140.90	29.5294	36.9118	58,088	2,226.50	30.7105	38.3881
4.64 Apprentice	60,172	2,306.40	31.8122	39.7653	62,579	2,398.60	33.0848	41.3560	65,082	2,494.60	34.4081	43.0101	67,034	2,569.40	35.4401	44.3001	69,715	2,672.20	36.8575	46.0719
4.1	66,854	2,562.50	35.3449	44.1811	69,528	2,665.00	36.7586	45.9483	72,309	2,771.60	38.2289	47.7861	74,478	2,854.70	39.3757	49.2196	77,457	2,968.90	40.9506	51.1883
4.2	68,745	2,635.00	36.3447	45.4309	71,495	2,740.40	37.7986	47.2483	74,355	2,850.00	39.3106	49.1383	76,586	2,935.50	40.4901	50.6126	79,649	3,052.90	42.1095	52.6369
4.3	70,613	2,706.60	37.3323	46.6654	73,438	2,814.90	38.8258	48.5323	76,376	2,927.50	40.3791	50.4739	78,667	3,015.30	41.5903	51.9879	81,814	3,135.90	43.2541	54.0676
5.1	72,528	2,780.00	38.3447	47.9309	75,429	2,891.20	39.8784	49.8480	78,446	3,006.80	41.4735	51.8419	80,799	3,097.00	42.7175	53.3969	84,031	3,220.90	44.4262	55.5328
5.2	74,793	2,866.80	39.5422	49.4278	77,785	2,981.50	41.1240	51.4050	80,896	3,100.70	42.7688	53.4610	83,323	3,193.80	44.0519	55.0649	86,656	3,321.50	45.8140	57.2675
5.3	77,039	2,952.90	40.7296	50.9120	80,121	3,071.00	42.3590	52.9488	83,326	3,193.90	44.0535	55.0669	85,826	3,289.70	45.3752	56.7190	89,259	3,421.30	47.1902	58.9878
5.4	79,319	3,040.30	41.9350	52.4188	82,492	3,161.90	43.6126	54.5158	85,792	3,288.40	45.3572	56.6965	88,366	3,387.10	46.7181	58.3976	91,901	3,522.60	48.5870	60.7338
5.5	81,586	3,127.20	43.1336	53.9170	84,849	3,252.30	44.8587	56.0734	88,243	3,382.30	46.6531	58.3164	90,890	3,483.80	48.0525	60.0656	94,526	3,623.20	49.9748	62.4685
6.1	83,846	3,213.80	44.3284	55.4105	87,200	3,342.40	46.1016	57.6270	90,688	3,476.10	47.9457	59.9321	93,409	3,580.40	49.3843	61.7304	97,145	3,723.60	51.3594	64.1993
6.2	85,972	3,295.30	45.4524	56.8155	89,411	3,427.10	47.2706	59.0883	92,987	3,564.20	49.1612	61.4515	95,777	3,671.10	50.6362	63.2953	99,608	3,818.00	52.6616	65.8270
6.3	88,130	3,378.00	46.5933	58.2416	91,655	3,513.10	48.4569	60.5711	95,321	3,653.60	50.3951	62.9939	98,181	3,763.30	51.9072	64.8840	102,108	3,913.80	53.9833	67.4791
6.4	90,303	3,461.30	47.7422	59.6778	93,915	3,599.80	49.6518	62.0648	97,672	3,743.80	51.6381	64.5476	100,602	3,856.10	53.1871	66.4839	104,626	4,010.30	55.3146	69.1433
7.1	92,476	3,544.60	48.8910	61.1138	95,676	3,667.30	50.5828	63.2285	98,976	3,793.70	52.3275	65.4094	102,876	3,943.20	54.3894	67.9868	106,326	4,075.50	56.2133	70.2666
7.2	95,362	3,655.20	50.4168	63.0210	98,562	3,777.90	52.1086	65.1358	101,862	3,904.40	53.8533	67.3166	105,762	4,053.80	55.9151	69.8939	109,212	4,186.10	57.7391	72.1739
7.3	98,252	3,766.00	51.9447	64.9309	101,452	3,888.60	53.6365	67.0456	104,752	4,015.10	55.3812	69.2265	108,652	4,164.60	57.4431	71.8039	112,102	4,296.90	59.2670	74.0838
7.4	101,138	3,876.60	53.4705	66.8381	104,338	3,999.30	55.1623	68.9529	107,638	4,125.80	56.9070	71.1338	111,538	4,275.20	58.9688	73.7110	114,988	4,407.50	60.7928	75.9910
8.1	104,018	3,987.00	54.9931	68.7414	107,218	4,109.70	56.6849	70.8561	110,518	4,236.10	58.4296	73.0370	114,418	4,385.60	60.4915	75.6144	117,868	4,517.90	62.3154	77.8943
8.2	108,357	4,153.30	57.2871	71.6089	111,557	4,276.00	58.9789	73.7236	114,857	4,402.50	60.7236	75.9045	118,757	4,551.90	62.7855	78.4819	122,207	4,684.20	64.6094	80.7618
8.3	112,695	4,319.60	59.5805	74.4756	115,895	4,442.20	61.2723	76.5904	119,195	4,568.70	63.0170	78.7713	123,095	4,718.20	65.0789	81.3486	126,545	4,850.50	66.9029	83.6286
8.4	117,037	4,486.00	61.8761	77.3451	120,237	4,608.70	63.5679	79.4599	123,537	4,735.20	65.3126	81.6408	127,437	4,884.60	67.3745	84.2181	130,887	5,016.90	69.1984	86.4980
9.1	121,357	4,651.60	64.1600	80.2000	124,557	4,774.30	65.8518	82.3148	127,857	4,900.70	67.5965	84.4956	131,757	5,050.20	69.6584	87.0730	135,207	5,182.50	71.4824	89.3530
9.2	124,253	4,762.60	65.6911	82.1139	127,453	4,885.30	67.3829	84.2286	130,753	5,011.80	69.1276	86.4095	134,653	5,161.20	71.1895	88.9869	138,103	5,293.50	73.0135	91.2669
9.3	127,146	4,873.50	67.2206	84.0258	130,346	4,996.20	68.9124	86.1405	133,646	5,122.60	70.6571	88.3214	137,546	5,272.10	72.7190	90.8988	140,996	5,404.40	74.5430	93.1788
10.1	129,964	4,981.50	68.7105	85.8881	133,164	5,104.20	70.4023	88.0029	136,464	5,230.70	72.1469	90.1836	140,364	5,380.10	74.2088	92.7610	143,814	5,512.40	76.0328	95.0410

ACADEMIC EMPLOYEE SALARY RATES

Level & Step	RATES AS AT 1/01/2023 (includes 1% administrative increase)			Effective first pay period after commencement of Agreement			As at 07/09/2024			As at 09/08/2025			As at 27/06/2026		
	\$/annum	\$/fnight	\$/hourly	\$/annum	\$/fnight	\$/hourly	\$/annum	\$/fnight	\$/hourly	\$/annum	\$/fnight	\$/hourly	\$/annum	\$/fnight	\$/hourly
A1	72,779	2,789.60	38.4774	75,979	2,912.30	40.1692	79,279	3,038.80	41.9139	83,179	3,188.20	43.9758	86,629	3,320.50	45.7997
A2	76,849	2,945.60	40.6292	80,049	3,068.30	42.3210	83,349	3,194.80	44.0657	87,249	3,344.20	46.1275	90,699	3,476.50	47.9515
A3	80,911	3,101.30	42.7767	84,111	3,224.00	44.4685	87,411	3,350.50	46.2132	91,311	3,499.90	48.2751	94,761	3,632.20	50.0990
A4	84,970	3,256.90	44.9227	88,170	3,379.50	46.6145	91,470	3,506.00	48.3591	95,370	3,655.50	50.4210	98,820	3,787.80	52.2450
A5	88,299	3,384.50	46.6827	91,499	3,507.10	48.3745	94,799	3,633.60	50.1191	98,699	3,783.10	52.1810	102,149	3,915.40	54.0050
A6*	91,667	3,513.60	48.4633	94,867	3,636.20	50.1551	98,167	3,762.70	51.8998	102,067	3,912.20	53.9616	105,517	4,044.50	55.7856
A7	95,043	3,643.00	50.2481	98,243	3,765.60	51.9399	101,543	3,892.10	53.6846	105,443	4,041.60	55.7465	108,893	4,173.90	57.5705
A8	98,396	3,771.50	52.0208	101,596	3,894.20	53.7126	104,896	4,020.70	55.4573	108,796	4,170.10	57.5192	112,246	4,302.40	59.3432
B1	103,580	3,970.20	54.7615	106,780	4,092.90	56.4534	110,080	4,219.40	58.1980	113,980	4,368.80	60.2599	117,430	4,501.10	62.0839
B2	107,467	4,119.20	56.8166	110,667	4,241.90	58.5084	113,967	4,368.30	60.2530	117,867	4,517.80	62.3149	121,317	4,650.10	64.1389
B3	111,354	4,268.20	58.8716	114,554	4,390.80	60.5634	117,854	4,517.30	62.3080	121,754	4,666.80	64.3699	125,204	4,799.10	66.1939
B4	115,239	4,417.10	60.9255	118,439	4,539.80	62.6173	121,739	4,666.20	64.3620	125,639	4,815.70	66.4239	129,089	4,948.00	68.2479
B5	119,108	4,565.40	62.9710	122,308	4,688.10	64.6628	125,608	4,814.50	66.4075	129,508	4,964.00	68.4694	132,958	5,096.30	70.2934
B6	123,003	4,714.70	65.0303	126,203	4,837.30	66.7221	129,503	4,963.80	68.4667	133,403	5,113.30	70.5286	136,853	5,245.60	72.3526
C1	126,890	4,863.70	67.0853	130,090	4,986.30	68.7771	133,390	5,112.80	70.5217	137,290	5,262.30	72.5836	140,740	5,394.60	74.4076
C2	130,684	5,009.10	69.0911	133,884	5,131.80	70.7829	137,184	5,258.30	72.5276	141,084	5,407.70	74.5895	144,534	5,540.00	76.4135
C3	134,493	5,155.10	71.1049	137,693	5,277.80	72.7967	140,993	5,404.20	74.5414	144,893	5,553.70	76.6033	148,343	5,686.00	78.4272
C4	138,305	5,301.20	73.1203	141,505	5,423.90	74.8121	144,805	5,550.40	76.5567	148,705	5,699.80	78.6186	152,155	5,832.10	80.4426
C5	142,119	5,447.40	75.1367	145,319	5,570.10	76.8285	148,619	5,696.60	78.5731	152,519	5,846.00	80.6350	155,969	5,978.30	82.4590
C6	145,917	5,593.00	77.1446	149,117	5,715.60	78.8364	152,417	5,842.10	80.5811	156,317	5,991.60	82.6430	159,767	6,123.90	84.4670
D1	152,270	5,836.50	80.5034	155,470	5,959.20	82.1952	158,770	6,085.60	83.9399	162,670	6,235.10	86.0017	166,120	6,367.40	87.8257
D2	157,350	6,031.20	83.1891	160,550	6,153.90	84.8809	163,850	6,280.40	86.6256	167,750	6,429.80	88.6875	171,200	6,562.10	90.5115
D3	162,419	6,225.50	85.8690	165,619	6,348.20	87.5608	168,919	6,474.70	89.3055	172,819	6,624.10	91.3674	176,269	6,756.40	93.1914
D4	167,498	6,420.20	88.5543	170,698	6,542.80	90.2461	173,998	6,669.30	91.9907	177,898	6,818.80	94.0526	181,348	6,951.10	95.8766
E1	195,422	7,490.50	103.3173	198,622	7,613.20	105.0092	201,922	7,739.70	106.7538	205,822	7,889.10	108.8157	209,272	8,021.40	110.6397

*Any Level A Academic required to carry out full unit coordination duties as part of their normal duties, or who upon appointment holds or during appointment gains a relevant doctoral qualification will be paid a salary no lower than this salary point ([Part E Section 29.5.1](#)).

ACADEMIC EMPLOYEE CASUAL SALARY RATES
(all rates include 25% casual loading)

Classification	RATES AS AT 1/01/2023 (includes 1% administrative increase)		Effective first pay period after commencement of Agreement		As at 07/09/2024		As at 09/08/2025		As at 27/06/2026	
	\$/hour	\$/hour If employee is responsible for subject co-ord. and/or has relevant PhD	\$/hour	\$/hour If employee is responsible for subject co-ord. and/or has relevant PhD	\$/hour	\$/hour If employee is responsible for subject co-ord. and/or has relevant PhD	\$/hour	\$/hour If employee is responsible for subject co-ord. and/or has relevant PhD	\$/hour	\$/hour If employee is responsible for subject co-ord. and/or has relevant PhD
Basic Lecture	206.70	N/A	212.82	N/A	219.17	N/A	226.67	N/A	233.30	N/A
Developed Lecture	275.60	N/A	283.76	N/A	292.22	N/A	302.22	N/A	311.07	N/A
Specialised Lecture	344.50	N/A	354.70	N/A	365.28	N/A	377.78	N/A	388.84	N/A
Repeat Lecture	137.80	N/A	141.88	N/A	146.11	N/A	151.11	N/A	155.53	
Tutorial	147.80	176.30	153.94	182.44	160.29	188.78	167.79	196.28	174.42	202.92
Repeat Tutorial	98.50	117.50	102.63	121.62	106.86	125.86	111.86	130.86	116.28	135.28
Musical Accompanying / Studio Coaching	98.50	117.50	102.63	121.62	106.86	125.86	111.86	130.86	116.28	135.28
Clinical Education 1	73.90	88.10	76.97	91.22	80.14	94.39	83.89	98.14	87.21	101.46
Clinical Education 2	98.50	117.50	102.63	121.62	106.86	125.86	111.86	130.86	116.28	135.28
Marking 1	68.90	N/A	70.94	N/A	73.06	N/A	75.56	N/A	77.77	N/A
Standard Marking	49.30	58.80	51.31	60.81	53.43	62.93	55.93	65.43	58.14	67.64
Other	49.30	58.80	51.31	60.81	53.43	62.93	55.93	65.43	58.14	67.64

PRINCIPAL RESEARCH EMPLOYEE SALARY RATES

Classification	Step	RATES AS AT 01/01/2023 (includes 1% administrative increase)				Effective first pay period after commencement of Agreement				As at 07/09/2024				As at 09/08/2025				As at 27/06/2026			
		\$/annum	\$/fnight	\$/hour	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hour	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hour	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hour	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hour	Casual \$/hour (incl. 25% loading)
Research Officer or Postdoctoral Research Fellow	1	80,911	3,101.30	42.7767	53.4709	84,111	3,224.00	44.4685	55.5856	87,411	3,350.50	46.2132	57.7665	91,311	3,499.90	48.2751	60.3439	94,761	3,632.20	50.099	62.6238
	2	84,970	3,256.90	44.9227	56.1534	88,170	3,379.50	46.6145	58.2681	91,470	3,506.00	48.3591	60.4489	95,370	3,655.50	50.421	63.0263	98,820	3,787.80	52.245	65.3063
	3	88,299	3,384.50	46.6827	58.3534	91,499	3,507.10	48.3745	60.4681	94,799	3,633.60	50.1191	62.6489	98,699	3,783.10	52.181	65.2263	102,149	3,915.40	54.005	67.5063
	4	91,667	3,513.60	48.4633	60.5791	94,867	3,636.20	50.1551	62.6939	98,167	3,762.70	51.8998	64.8748	102,067	3,912.20	53.9616	67.4520	105,517	4,044.50	55.7856	69.7320
	5	95,043	3,643.00	50.2481	62.8101	98,243	3,765.60	51.9399	64.9249	101,543	3,892.10	53.6846	67.1058	105,443	4,041.60	55.7465	69.6831	108,893	4,173.90	57.5705	71.9631
	6	98,396	3,771.50	52.0208	65.0260	101,596	3,894.20	53.7126	67.1408	104,896	4,020.70	55.4573	69.3216	108,796	4,170.10	57.5192	71.8990	112,246	4,302.40	59.3432	74.1790
Research Fellow or Senior Research Officer or Senior Postdoctoral Research Fellow	1	103,580	3,970.20	54.7615	68.4519	106,780	4,092.90	56.4534	70.5668	110,080	4,219.40	58.198	72.7475	113,980	4,368.80	60.2599	75.3249	117,430	4,501.10	62.0839	77.6049
	2	107,467	4,119.20	56.8166	71.0208	110,667	4,241.90	58.5084	73.1355	113,967	4,368.30	60.253	75.3163	117,867	4,517.80	62.3149	77.8936	121,317	4,650.10	64.1389	80.1736
	3	111,354	4,268.20	58.8716	73.5895	114,554	4,390.80	60.5634	75.7043	117,854	4,517.30	62.308	77.8850	121,754	4,666.80	64.3699	80.4624	125,204	4,799.10	66.1939	82.7424
	4	115,239	4,417.10	60.9255	76.1569	118,439	4,539.80	62.6173	78.2716	121,739	4,666.20	64.362	80.4525	125,639	4,815.70	66.4239	83.0299	129,089	4,948.00	68.2479	85.3099
	5	119,108	4,565.40	62.971	78.7138	122,308	4,688.10	64.6628	80.8285	125,608	4,814.50	66.4075	83.0094	129,508	4,964.00	68.4694	85.5868	132,958	5,096.30	70.2934	87.8668
	6	123,003	4,714.70	65.0303	81.2879	126,203	4,837.30	66.7221	83.4026	129,503	4,963.80	68.4667	85.5834	133,403	5,113.30	70.5286	88.1608	136,853	5,245.60	72.3526	90.4408
Senior Research Fellow	1	126,890	4,863.70	67.0853	83.8566	130,090	4,986.30	68.7771	85.9714	133,390	5,112.80	70.5217	88.1521	137,290	5,262.30	72.5836	90.7295	140,740	5,394.60	74.4076	93.0095
	2	130,684	5,009.10	69.0911	86.3639	133,884	5,131.80	70.7829	88.4786	137,184	5,258.30	72.5276	90.6595	141,084	5,407.70	74.5895	93.2369	144,534	5,540.00	76.4135	95.5169
	3	134,493	5,155.10	71.1049	88.8811	137,693	5,277.80	72.7967	90.9959	140,993	5,404.20	74.5414	93.1768	144,893	5,553.70	76.6033	95.7541	148,343	5,686.00	78.4272	98.0340
	4	138,305	5,301.20	73.1203	91.4004	141,505	5,423.90	74.8121	93.5151	144,805	5,550.40	76.5567	95.6959	148,705	5,699.80	78.6186	98.2733	152,155	5,832.10	80.4426	100.5533
	5	142,119	5,447.40	75.1367	93.9209	145,319	5,570.10	76.8285	96.0356	148,619	5,696.60	78.5731	98.2164	152,519	5,846.00	80.635	100.7938	155,969	5,978.30	82.459	103.0738
	6	145,917	5,593.00	77.1446	96.4308	149,117	5,715.60	78.8364	98.5455	152,417	5,842.10	80.5811	100.7264	156,317	5,991.60	82.643	103.3038	159,767	6,123.90	84.467	105.5838
Principal Research Fellow	1	152,270	5,836.50	80.5034	100.6293	155,470	5,959.20	82.1952	102.7440	158,770	6,085.60	83.9399	104.9249	162,670	6,235.10	86.0017	107.5021	166,120	6,367.40	87.8257	109.7821
	2	157,350	6,031.20	83.1891	103.9864	160,550	6,153.90	84.8809	106.1011	163,850	6,280.40	86.6256	108.2820	167,750	6,429.80	88.6875	110.8594	171,200	6,562.10	90.5115	113.1394
	3	162,419	6,225.50	85.869	107.3363	165,619	6,348.20	87.5608	109.4510	168,919	6,474.70	89.3055	111.6319	172,819	6,624.10	91.3674	114.2093	176,269	6,756.40	93.1914	116.4893
	4	167,498	6,420.20	88.5543	110.6929	170,698	6,542.80	90.2461	112.8076	173,998	6,669.30	91.9907	114.9884	177,898	6,818.80	94.0526	117.5658	181,348	6,951.10	95.8766	119.8458
Professorial Research Fellow	1	195,422	7,490.50	103.3173	129.1466	198,622	7,613.20	105.0092	131.2615	201,922	7,739.70	106.753	133.4423	205,822	7,889.10	108.815	136.0196	209,272	8,021.40	110.639	138.2996

SUPPORT RESEARCH-ONLY EMPLOYEE (SRE) SALARY RATES

SRE (RWK) Level & Step	RATES AS AT 1/01/2023 (includes 1% administrative increase)				Effective first pay period after commencement of Agreement				As at 07/09/2024				As at 09/08/2025				As at 27/06/2026			
	\$/annum	\$/f/night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f/night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f/night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f/night	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/f/night	\$/hourly	Casual \$/hour (incl. 25% loading)
1.16 Jnr	25,909	993.10	13.6978	17.1223	26,945	1,032.80	14.2455	17.8069	28,023	1,074.10	14.8154	18.5193	28,864	1,106.40	15.2601	19.0751	30,019	1,150.60	15.8707	19.8384
1.17 Jnr	31,085	1,191.50	16.4343	20.5429	32,328	1,239.10	17.0914	21.3643	33,621	1,288.70	17.7750	22.2188	34,630	1,327.40	18.3085	22.8856	36,015	1,380.50	19.0407	23.8009
1.18 Jnr	36,277	1,390.50	19.1792	23.9740	37,728	1,446.10	19.9464	24.9330	39,237	1,504.00	20.7441	25.9301	40,414	1,549.10	21.3664	26.7080	42,031	1,611.00	22.2213	27.7766
1.19 Jnr	44,044	1,688.20	23.2856	29.1070	45,806	1,755.70	24.2171	30.2714	47,638	1,826.00	25.1857	31.4821	49,067	1,880.70	25.9412	32.4265	51,030	1,956.00	26.9790	33.7238
1.20 Jnr	50,775	1,946.20	26.8442	33.5553	52,806	2,024.00	27.9179	34.8974	54,918	2,105.00	29.0345	36.2931	56,566	2,168.20	29.9058	37.3823	58,829	2,254.90	31.1022	38.8778
1.1	51,816	1,986.10	27.3945	34.2431	53,889	2,065.60	28.4905	35.6131	56,045	2,148.20	29.6303	37.0379	57,726	2,212.60	30.5191	38.1489	60,035	2,301.10	31.7398	39.6748
1.2	52,933	2,028.90	27.9851	34.9814	55,050	2,110.10	29.1043	36.3804	57,252	2,194.50	30.2685	37.8356	58,970	2,260.30	31.1768	38.9710	61,329	2,350.70	32.4239	40.5299
1.3	54,044	2,071.50	28.5724	35.7155	56,206	2,154.40	29.7155	37.1444	58,454	2,240.50	30.9040	38.6300	60,208	2,307.80	31.8313	39.7891	62,616	2,400.10	33.1044	41.3805
2.16 Jnr	27,845	1,067.30	14.7213	18.4016	28,959	1,110.00	15.3103	19.1379	30,117	1,154.40	15.9225	19.9031	31,021	1,189.00	16.4004	20.5005	32,262	1,236.60	17.0565	21.3206
2.17 Jnr	33,423	1,281.10	17.6704	22.0880	34,760	1,332.30	18.3772	22.9715	36,150	1,385.60	19.1121	23.8901	37,235	1,427.20	19.6857	24.6071	38,724	1,484.30	20.4729	25.5911
2.18 Jnr	38,988	1,494.40	20.6125	25.7656	40,548	1,554.20	21.4373	26.7966	42,170	1,616.40	22.2948	27.8685	43,435	1,664.90	22.9636	28.7045	45,172	1,731.40	23.8819	29.8524
2.19 Jnr	47,342	1,814.60	25.0292	31.2865	49,236	1,887.20	26.0305	32.5381	51,205	1,962.70	27.0715	33.8394	52,741	2,021.60	27.8836	34.8545	54,851	2,102.40	28.9991	36.2489
2.20 Jnr	54,579	2,092.00	28.8553	36.0691	56,762	2,175.70	30.0094	37.5118	59,032	2,262.70	31.2095	39.0119	60,803	2,330.60	32.1458	40.1823	63,235	2,423.80	33.4316	41.7895
2.1	55,695	2,134.80	29.4453	36.8066	57,923	2,220.20	30.6232	38.2790	60,240	2,309.00	31.8482	39.8103	62,047	2,378.30	32.8035	41.0044	64,529	2,473.40	34.1157	42.6446
2.2	57,089	2,188.20	30.1823	37.7279	59,373	2,275.80	31.3898	39.2373	61,748	2,366.80	32.6455	40.8069	63,600	2,437.80	33.6246	42.0308	66,144	2,535.30	34.9696	43.7120
3.16 Jnr	29,249	1,121.10	15.4636	19.3295	30,419	1,166.00	16.0822	20.1028	31,636	1,212.60	16.7256	20.9070	32,585	1,249.00	17.2273	21.5341	33,888	1,298.90	17.9162	22.3953
3.17 Jnr	35,085	1,344.80	18.5490	23.1863	36,488	1,398.60	19.2908	24.1135	37,948	1,454.50	20.0627	25.0784	39,086	1,498.20	20.6643	25.8304	40,649	1,558.10	21.4907	26.8634
3.18 Jnr	40,939	1,569.20	21.6440	27.0550	42,577	1,632.00	22.5100	28.1375	44,280	1,697.20	23.4103	29.2629	45,608	1,748.20	24.1124	30.1405	47,432	1,818.10	25.0767	31.3459
3.19 Jnr	49,716	1,905.60	26.2843	32.8554	51,705	1,981.80	27.3358	34.1698	53,773	2,061.10	28.4292	35.5365	55,386	2,122.90	29.2819	36.6024	57,601	2,207.80	30.4530	38.0663
3.20 Jnr	57,308	2,196.60	30.2981	37.8726	59,600	2,284.50	31.5098	39.3873	61,984	2,375.80	32.7702	40.9628	63,844	2,447.10	33.7536	42.1920	66,398	2,545.00	35.1039	43.8799
3.1	58,477	2,241.40	30.9161	38.6451	60,816	2,331.10	32.1527	40.1909	63,249	2,424.30	33.4390	41.7988	65,146	2,497.00	34.4419	43.0524	67,752	2,596.90	35.8197	44.7746
3.2	60,141	2,305.20	31.7959	39.7449	62,547	2,397.40	33.0679	41.3349	65,049	2,493.30	34.3907	42.9884	67,000	2,568.10	35.4221	44.2776	69,680	2,670.80	36.8390	46.0488
3.3	61,811	2,369.20	32.6788	40.8485	64,283	2,464.00	33.9857	42.4821	66,854	2,562.50	35.3449	44.1811	68,860	2,639.40	36.4055	45.5069	71,614	2,745.00	37.8615	47.3269
3.4	63,470	2,432.80	33.5559	41.9449	66,009	2,530.10	34.8982	43.6228	68,649	2,631.30	36.2939	45.3674	70,708	2,710.20	37.3825	46.7281	73,536	2,818.60	38.8776	48.5970
3.5	65,155	2,497.40	34.4467	43.0584	67,761	2,597.30	35.8245	44.7806	70,471	2,701.10	37.2572	46.5715	72,585	2,782.20	38.3748	47.9685	75,488	2,893.40	39.9096	49.8870
4.1	66,854	2,562.50	35.3449	44.1811	69,528	2,665.00	36.7586	45.9483	72,309	2,771.60	38.2289	47.7861	74,478	2,854.70	39.3757	49.2196	77,457	2,968.90	40.9506	51.1883
4.2	68,745	2,635.00	36.3447	45.4309	71,495	2,740.40	37.7986	47.2483	74,355	2,850.00	39.3106	49.1383	76,586	2,935.50	40.4901	50.6126	79,649	3,052.90	42.1095	52.6369
4.3	70,613	2,706.60	37.3323	46.6654	73,438	2,814.90	38.8258	48.5323	76,376	2,927.50	40.3791	50.4739	78,667	3,015.30	41.5903	51.9879	81,814	3,135.90	43.2541	54.0676

SUPPORT RESEARCH-ONLY EMPLOYEE (SRE) SALARY RATES

SRE (RWK) Level & Step	RATES AS AT 1/01/2023 (includes 1% administrative increase)				Effective first pay period after commencement of Agreement				As at 07/09/2024				As at 09/08/2025				As at 27/06/2026			
	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)	\$/annum	\$/fnight	\$/hourly	Casual \$/hour (incl. 25% loading)
5.1	72,528	2,780.00	38.3447	47.9309	75,429	2,891.20	39.8784	49.8480	78,446	3,006.80	41.4735	51.8419	80,799	3,097.00	42.7175	53.3969	84,031	3,220.90	44.4262	55.5328
5.2	74,793	2,866.80	39.5422	49.4278	77,785	2,981.50	41.1240	51.4050	80,896	3,100.70	42.7688	53.4610	83,323	3,193.80	44.0519	55.0649	86,656	3,321.50	45.8140	57.2675
5.3	77,039	2,952.90	40.7296	50.9120	80,121	3,071.00	42.3590	52.9488	83,326	3,193.90	44.0535	55.0669	85,826	3,289.70	45.3752	56.7190	89,259	3,421.30	47.1902	58.9878
5.4	79,319	3,040.30	41.9350	52.4188	82,492	3,161.90	43.6126	54.5158	85,792	3,288.40	45.3572	56.6965	88,366	3,387.10	46.7181	58.3976	91,901	3,522.60	48.5870	60.7338
5.5	81,586	3,127.20	43.1336	53.9170	84,849	3,252.30	44.8587	56.0734	88,243	3,382.30	46.6531	58.3164	90,890	3,483.80	48.0525	60.0656	94,526	3,623.20	49.9748	62.4685
6.1	83,846	3,213.80	44.3284	55.4105	87,200	3,342.40	46.1016	57.6270	90,688	3,476.10	47.9457	59.9321	93,409	3,580.40	49.3843	61.7304	97,145	3,723.60	51.3594	64.1993
6.2	85,972	3,295.30	45.4524	56.8155	89,411	3,427.10	47.2706	59.0883	92,987	3,564.20	49.1612	61.4515	95,777	3,671.10	50.6362	63.2953	99,608	3,818.00	52.6616	65.8270
6.3	88,130	3,378.00	46.5933	58.2416	91,655	3,513.10	48.4569	60.5711	95,321	3,653.60	50.3951	62.9939	98,181	3,763.30	51.9072	64.8840	102,108	3,913.80	53.9833	67.4791
6.4	90,303	3,461.30	47.7422	59.6778	93,915	3,599.80	49.6518	62.0648	97,672	3,743.80	51.6381	64.5476	100,602	3,856.10	53.1871	66.4839	104,626	4,010.30	55.3146	69.1433
7.1	92,476	3,544.60	48.8910	61.1138	95,676	3,667.30	50.5828	63.2285	98,976	3,793.70	52.3275	65.4094	102,876	3,943.20	54.3894	67.9868	106,326	4,075.50	56.2133	70.2666
7.2	95,362	3,655.20	50.4168	63.0210	98,562	3,777.90	52.1086	65.1358	101,862	3,904.40	53.8533	67.3166	105,762	4,053.80	55.9151	69.8939	109,212	4,186.10	57.7391	72.1739
7.3	98,252	3,766.00	51.9447	64.9309	101,452	3,888.60	53.6365	67.0456	104,752	4,015.10	55.3812	69.2265	108,652	4,164.60	57.4431	71.8039	112,102	4,296.90	59.2670	74.0838
7.4	101,138	3,876.60	53.4705	66.8381	104,338	3,999.30	55.1623	68.9529	107,638	4,125.80	56.9070	71.1338	111,538	4,275.20	58.9688	73.7110	114,988	4,407.50	60.7928	75.9910

VET EDUCATOR SALARY RATES

Classification	Step	RATES AS AT 1/01/2023 (includes 1% administrative increase)			Effective first pay period after commencement of Agreement			As at 07/09/2024			As at 09/08/2025			As at 27/06/2026		
		\$/annum	\$/f/night	\$/hourly	\$/annum	\$/f/night	\$/hourly	\$/annum	\$/f/night	\$/hourly	\$/annum	\$/f/night	\$/hourly	\$/annum	\$/f/night	\$/hourly
VET Foundation Educator*	1	N/A	N/A	N/A	76,423	2,929.30	40.4040	78,716	3,017.20	41.6168	81,077	3,107.70	42.8650	83,509	3,200.90	44.1502
VET Tutor**	1	64,960	2,489.90	34.3436	79,608	3,051.40	42.0878	81,996	3,142.90	43.3503	84,456	3,237.20	44.6509	86,990	3,334.30	45.9906
VET Teacher	1	75,555	2,896.00	39.9451	86,771	3,325.90	45.8748	89,374	3,425.70	47.2510	92,055	3,528.50	48.6684	94,817	3,634.30	50.1287
	2	79,066	3,030.60	41.8013	90,636	3,474.10	47.9182	93,355	3,578.30	49.3557	96,156	3,685.70	50.8366	99,041	3,796.20	52.3618
	3	82,580	3,165.30	43.6591	94,559	3,624.40	49.9922	97,396	3,733.20	51.4921	100,318	3,845.20	53.0370	103,328	3,960.60	54.6283
	4^	86,152	3,302.20	45.5476	98,558	3,777.70	52.1065	101,515	3,891.10	53.6698	104,560	4,007.80	55.2797	107,697	4,128.00	56.9382
Senior VET Teacher***	1	89,802	3,442.10	47.4773	102,526	3,929.80	54.2043	105,602	4,047.70	55.8306	108,770	4,169.10	57.5054	112,033	4,294.20	59.2306
	2	93,418	3,580.70	49.3890	106,537	4,083.60	56.3249	109,733	4,206.10	58.0146	113,025	4,332.20	59.7550	116,416	4,462.20	61.5478
	3	97,070	3,720.70	51.3198	109,194	4,185.40	57.7296	112,470	4,311.00	59.4616	115,844	4,440.30	61.2454	119,319	4,573.50	63.0826
Leading Vocational Teacher (LVT)	1	99,494	3,813.60	52.6013	111,865	4,287.80	59.1417	115,221	4,416.40	60.9160	118,678	4,548.90	62.7437	122,238	4,685.40	64.6258
	2	101,931	3,907.00	53.8897	114,528	4,389.80	60.5496	117,964	4,521.50	62.3662	121,503	4,657.20	64.2372	125,148	4,796.90	66.1643
	3	104,347	3,999.60	55.1671	117,392	4,499.60	62.0638	120,914	4,634.60	63.9258	124,541	4,773.60	65.8434	128,277	4,916.80	67.8186
Educational Team Lead*	1	N/A	N/A	N/A	121,510	4,657.50	64.2409	125,155	4,797.20	66.1680	128,910	4,941.10	68.1532	132,777	5,089.30	70.1977
	2	N/A	N/A	N/A	123,941	4,750.60	65.5262	127,659	4,893.20	67.4918	131,489	5,040.00	69.5167	135,434	5,191.20	71.6024
	3	N/A	N/A	N/A	126,421	4,845.70	66.8373	130,214	4,991.10	68.8426	134,120	5,140.80	70.9077	138,144	5,295.00	73.0351

*New Classification. ** Formerly Tutor 5. *** Previously VET Teacher steps 5 – 7. ^Top step for Teachers without an approved teaching qualification.

VET EDUCATOR OVERTIME RATES

Classification	Step/Rate	Effective first pay period after commencement of Agreement	As at 07/09/2024	As at 09/08/2025	As at 27/06/2026
		\$/hourly	\$/hourly	\$/hourly	\$/hourly
VET Teacher	Contact	110.73	114.05	117.47	120.99
	Non-Contact	78.16	80.50	82.92	85.41
VET Tutor	Contact	63.26	65.16	67.11	69.12
	Non-Contact	47.35	48.77	50.23	51.74
RPL*		93.1	95.89	98.77	101.73

*New rate from commencement of agreement

CASUAL VET EDUCATOR SALARY RATES
(all rates include 25% casual loading)

Classification	RATES AS AT 1/01/2023 (after 1% an administrative increase)	Effective first pay period after commencement of Agreement	As at 07/09/2024	As at 09/08/2025	As at 27/06/2026
	\$/hourly	\$/hourly	\$/hourly	\$/hourly	\$/hourly
Casual Teacher (Contact)	96.80	110.73	114.05	117.47	120.99
Casual Other (Non-contact)	57.00	65.13	67.09	69.10	71.17
Casual Marking	44.40	57.34	59.06	60.84	62.66
Casual Tutor	49.90	63.26	65.16	67.11	69.12
RPL*	N/A	77.58	79.91	82.30	84.77

*New rate from commencement of agreement

ENGLISH LANGUAGE CENTRE TEACHER SALARY RATES

Salary Level	RATES AS AT 1/01/2023 (paid as an administrative increase)			Effective first pay period after commencement of Agreement			As at 07/09/2024			As at 09/08/2025			As at 27/06/2026		
	\$/annum	\$/f/night	\$/hourly	\$/annum	\$/f/night	\$/hourly	\$/annum	\$/f/night	\$/hourly	\$/annum	\$/f/night	\$/hourly	\$/annum	\$/f/night	\$/hourly
1	66,408	2,545.40	35.1091	69,064	2,647.20	36.5133	71,827	2,753.10	37.9741	73,982	2,835.70	39.1134	76,941	2,949.10	40.6778
2	67,626	2,592.10	35.7531	70,331	2,695.80	37.1832	73,144	2,803.60	38.6704	75,338	2,887.70	39.8303	78,352	3,003.20	41.4238
3	70,084	2,686.30	37.0526	72,887	2,793.80	38.5345	75,802	2,905.50	40.0756	78,076	2,992.60	41.2779	81,199	3,112.40	42.9290
4	72,614	2,783.30	38.3902	75,519	2,894.60	39.9260	78,540	3,010.40	41.5232	80,896	3,100.70	42.7688	84,132	3,224.80	44.4796
5	76,520	2,933.00	40.4552	79,581	3,050.30	42.0736	82,764	3,172.30	43.7564	85,247	3,267.50	45.0691	88,657	3,398.20	46.8719
6	79,134	3,033.20	41.8372	82,299	3,154.50	43.5105	85,591	3,280.70	45.2510	88,159	3,379.10	46.6086	91,685	3,514.30	48.4728
7	81,743	3,133.20	43.2166	85,013	3,258.50	44.9454	88,414	3,388.90	46.7435	91,066	3,490.60	48.1455	94,709	3,630.20	50.0716
8	84,362	3,233.60	44.6012	87,736	3,362.90	46.3850	91,245	3,497.40	48.2402	93,982	3,602.30	49.6872	97,741	3,746.40	51.6745
9	87,266	3,344.90	46.1365	90,466	3,467.60	47.8283	93,766	3,594.00	49.5730	97,666	3,743.50	51.6349	101,116	3,875.80	53.4589
10	90,658	3,474.90	47.9298	93,858	3,597.60	49.6216	97,158	3,724.10	51.3663	101,058	3,873.50	53.4282	104,508	4,005.80	55.2522
11	93,921	3,600.00	49.6549	97,121	3,722.60	51.3467	100,421	3,849.10	53.0914	104,321	3,998.60	55.1533	107,771	4,130.90	56.9773
12	96,718	3,707.20	51.1337	99,918	3,829.80	52.8255	103,218	3,956.30	54.5702	107,118	4,105.80	56.6320	110,568	4,238.10	58.4560

ENGLISH LANGUAGE CENTRE ACADEMIC MANAGER SALARY RATES

Salary Level	New Classification Effective first pay period after commencement of Agreement			As at 07/09/2024			As at 09/08/2025			As at 27/06/2026		
	\$/annum	\$/f/night	\$/hourly	\$/annum	\$/f/night	\$/hourly	\$/annum	\$/f/night	\$/hourly	\$/annum	\$/f/night	\$/hourly
1	110,000	4,216.30	58.1557	113,300	4,342.80	59.9004	117,200	4,492.30	61.9623	120,650	4,624.50	63.7863
2	111,430	4,271.10	58.9118	114,730	4,397.60	60.6564	118,630	4,547.10	62.7183	122,080	4,679.30	64.5423
3	112,878	4,326.60	59.6773	116,178	4,453.10	61.4220	120,078	4,602.60	63.4838	123,528	4,734.80	65.3078

CASUAL ENGLISH LANGUAGE CENTRE TEACHER SALARY RATES
(all rates include 25% casual loading)

Classification	RATES AS AT 1/01/2023 (includes 1% administrative increase)	Effective first pay period after commencement of Agreement	As at 07/09/2024	As at 09/08/2025	As at 27/06/2026
Face to face teaching	83.70	87.00	90.50	93.20	96.90
Non-teaching duties	44.00	45.80	47.60	49.00	51.00

SCHEDULE 2: SUPPORTED WAGES SYSTEM FOR EMPLOYEES WITH DISABILITIES

This Schedule defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.

This Schedule does not apply to any existing employee who has a claim against the University which is subject to the provisions of workers compensation legislation or any provision relating to the rehabilitation of the employee who is injured in the course of their employment.

1. Supported wage rates

Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity	% of prescribed agreement rate
*10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable shall not be less than \$102 per week.

*Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

2. Assessment of capacity

For the purpose of establishing the percentage of this Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the University and the employee, and if the employee so desires, a Union which the employee is eligible to join.

An approved assessor means a person accredited by the Commonwealth Government to perform assessments of an individual's productive capacity within the Supported Wage System.

Assessment made under this Agreement must be documented in a Supported Wage System wage assessment agreement and retained by the University as a time and wages record in accordance with the Fair Work Act.

3. Lodgement of assessment instrument

An assessment instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

All assessment instruments under the conditions of this clause, including the appropriate percentage of this Agreement wage to be paid to the employee, shall be lodged by the University with Fair Work Commission.

All Supported Wage System wage assessment agreements must be agreed and signed by the employee and the University. Where a Union which has an interest in the award is not a party to the assessment, the assessment will be referred by Fair Work Commission to the Union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Commission within 10 working days.

4. Review of assessment

The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage Scheme.

5. Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the relevant wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro-rata basis.

6. Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

7. Trial period

In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employee shall be determined.

The minimum amount payable to the employee during the trial period shall be no less than \$95.00 per week. Work trials should include induction or training as appropriate to the job being trialled.

Where the University and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of the assessment of the employee's capacity as detailed above.

SCHEDULE 3: CONDITIONS AND CLASSIFICATION DESCRIPTOR – ENGLISH LANGUAGE CENTRE TEACHERS AND ACADEMIC MANAGERS

CLASSIFICATIONS AND CAREER PROGRESSION

1. Classifications

- 1.1. On appointment, an English Language Centre Teacher or Academic Manager shall be placed on a salary level commensurate with the minimum salary level for their qualifications and experience by reference to the classification descriptor outlined in clause 12 of [Schedule 3](#).

2. Incremental advancement

- 2.1 Teachers shall be accredited with teaching experience and be allocated a higher salary in accordance with the following:
- One increment for each year of full-time TESOL teaching or equivalent.
 - One increment for each two years of full-time teaching in other subjects including other languages to a maximum of three increments.
 - A Teacher shall accrue equivalent full-time experience for a period of part-time service on a pro-rata basis.
- 2.2 Progression from one salary level to the next salary level shall occur annually for Teachers and Academic Managers, up to the maximum salary level provided for in [Schedule 1](#) subject to the gaining of new skills, continuing satisfactory conduct, diligence and performance of an employee against the requirements established for the salary level.

REMUNERATION

3. Rates of pay

The minimum payable rates for English Language Centre Teachers and Academic Managers are contained in [Schedule 1](#) of this Agreement. The hourly rates of Teachers is inclusive of scheduled teaching time and associated non teaching duties to plan and prepare lessons.

Part-time ELICOS employees who are approved to work beyond their ordinary part-time hours will be eligible for overtime calculated at the appropriate rates.

Casual ELICOS employees required to work on a Sunday will be entitled to 200% of their ordinary rates as outlined in [Schedule 1](#) "Casual ELICOS Salary Rates" with a four hour minimum engagement.

4. Allowances

4.1 Position of responsibility allowances

Where a position of responsibility is required, it shall be determined in accordance with the position classification standards determined by the employer.

There shall be three levels of allowances at the following rates:

Table S3. 1: Responsibility allowances

Responsibility Allowance	\$/annum	Description
Level 1	\$1 416.10	Coordinate programs or portfolio according to the Centre's workload model.
Level 2	\$2 832.00	Duties as for Level 1 plus additional duties as a result of increased student enrolments, employee and course offerings. Assist the Director of Studies with the selection of employee and timetabling as applicable.
Level 3	\$4 248.20	Duties as for Level 2 plus further responsibilities as a result of increases in student enrolments, employee and course offerings. Assist Directors of Studies with supervision of employees.

- 4.2 An employee may be appointed to a position of responsibility for a period of up to five years.
- 4.3 A position of responsibility allowance shall be paid in addition to the substantive salary of the employee appointed to the position of responsibility.

HOURS OF WORK AND CLASS SIZE

5. Hours of work

Ordinary hours of work for full-time employees shall be as specified by the Vice-Chancellor and President (or nominee) and within such hours the following shall apply:

- Employees shall not be required to undertake more than 20 contact hours per week.
- Employees shall not be required to undertake more than five contact hours in any one day.
- No employee shall be required to undertake more than 860 contact hours per annum unless by mutual agreement with the Director/Head of the Centre.

6. Class size

The ratio of teachers to students shall average over two successive blocks one to 15, with a maximum of one to 18 in student visa class (as per ELICOS Standards 2018 (P3.1c)).

The ratio of teachers to students in non-student visa classes shall as far as possible follow the same requirements.

OTHER CONDITIONS

7. Categories of employment

7.1 Types of employment

The University may engage a person as an employee on continuing (full-time or part-time), fixed-term (full-time, part-time or term) or casual employment.

7.2 Employment status

7.2.1 Continuing employment

'Continuing employment' shall mean employment made for an indefinite period. A continuing appointment may be either on a full-time or part-time basis and may contain a reasonable probationary period.

7.2.2 Fixed-term employment

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

7.2.3 Casual employment

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

8. Modes of employment

8.1 Full-time employment

A full-time employee is engaged to work and attend the University as specified by the Vice-Chancellor and President (or nominee) and to perform their assigned duties in the interests of maintaining the efficient operation of the University. Such an employee is paid a full-time salary rate in accordance with [Schedule 1](#).

8.2 Part-time employment

A part-time employee is engaged to work and attend the University for a specific proportion of a full-time position as specified by the Vice-Chancellor and President (or nominee) and to perform their assigned duties and receive that proportion of the relevant full-time salary, and is entitled, pro-rata, to the benefits and non-salary conditions of a full-time position in the interests of maintaining the efficient operation of the University. The pattern of the part-time employment will be determined by the University in consultation with the employee.

8.3 **Term employment**

A term employee is appointed on a continuing or fixed-term basis to work one or more periods in each year.

During the periods of the calendar year that the employee is not required to perform work, the employee's employment contract will continue. However, with the exception of periods of approved paid leave, the employee will be deemed to be on leave without pay. Such periods will not count as service for any purpose, but will not break the continuity of service.

9. **Probation**

An employee appointed to a continuing or fixed-term position of over 12 months is subject to a probationary period of 12 months. Employees on fixed-term appointments of 12 months or less will have a probationary period of six months.

10. **Redundancy**

(This does not apply to fixed-term or casual employees.)

Where a redundancy is applicable under this section and an employee has completed between one and two years of service, they will be entitled to a minimum of four weeks' pay in accordance with section 119(2) of the Fair Work Act.

10.1 **Redundancy package**

10.1.1 Measures to mitigate the adverse effects of the termination/s will include a redundancy package. The redundancy package shall comprise of the following benefits:

- six weeks further employment or payment in lieu thereof at the discretion of the University
- a sum calculated at the rate of two weeks' salary, which shall include work related allowances, for each completed year of service with the University or part thereof, to a maximum entitlement of 52 weeks' salary
- payment on a pro-rata basis for long service leave calculated on completed years of service or part thereof, less any period/s of long service leave already taken, and
- other leave entitlements and loadings payable on termination.

The benefits in this subclause are in lieu of any notice period prescribed in subclause 11 of this Schedule.

An employee who has worked different modes of employment on a continuous basis (e.g. full-time, part-time or casual), will have the equivalent full-time years of service used in the calculation of their redundancy benefit. For example, where an employee has served for 10 years, eight years on a full-time basis and two years on a 50% part-time basis, this service will equate to nine years full-time service.

10.1.2 All payments under this clause shall be calculated on the employee's salary rate at the date of cessation of employment.

10.1.3 In order to maintain the integrity of this Redundancy clause and the approval of the Australian Taxation Office, the University can make no commitment of future employment at CQUniversity to employees who have accepted a redundancy package. Future employment opportunities would be available to the extent allowed by Australian Taxation legislation.

10.2 **Other procedural matters**

An employee who is terminated for reasons of redundancy shall be entitled to reasonable leave as determined by the Director, People and Culture with full pay to attend necessary employment interviews.

In the event of an employee being made redundant, any monies payable to the University with respect to appointment and relocation expenses, HECS or student contribution fees (except if the employee fails) shall be waived.

An employee whose employment with the University is terminated due to redundancy will be issued with a letter signed by the Director, People and Culture certifying that the individual was the occupant of a position deemed to be surplus to the requirements of the institution.

11. **Notice of termination**

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

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

11.2 Notice period required of the University

(This section does not apply to casual employees.)

In order to terminate the employment of a non-casual employee, the University shall give to the employee the period of notice specified in the table below or, at the discretion of the University, payment in lieu as follows:

Table S3. 2: Notice periods – English Language Centre Teachers

Period of continuous service	Period of notice
One year or less	one week
Over one year and up to the completion of three years	two weeks
Over three years and up to the completion of five years	three weeks
Over five years of completed service	four weeks

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

Where the University terminates an employee found to have engaged in serious misconduct, no notice of termination is required.

11.3 Notice period required of the employee

The notice of resignation required to be given by an employee shall be the same as outlined above, save and except that there shall be no additional notice based on the age of the employee concerned.

At the discretion of the head of the business area, the University may accept a shorter period of notice.

Where an employee fails to give required notice, the University has the right to withhold monies due to the employee, to a maximum amount equal to the ordinary rate of pay for the period of notice.

11.4 Casual employees

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

12. Classification Descriptor

ELICOS Teacher

Read in accordance with [Schedule 3](#) – Conditions – English Language Centre Teachers contained above.

Experience and qualifications

Position	Qualifications
Academic Manager	<ul style="list-style-type: none"> a) a degree or diploma of at least three years full-time or equivalent (teaching or other) b) a suitable teaching English to speakers of other languages (TESOL) qualification at diploma level or above c) appropriate educational management and TESOL teaching experience d) maintain an up-to-date knowledge of significant developments in TESOL theory and practice.
Senior Teacher	<ul style="list-style-type: none"> a) a degree or diploma of at least three years full-time or equivalent (teaching or other) b) a suitable TESOL qualification at diploma level or above or qualification that contains TESOL as a method c) appropriate TESOL teaching experience
Teacher	<ul style="list-style-type: none"> a) a degree or diploma of at least three years full-time or equivalent (teaching or other) b) a suitable TESOL qualification at certificate level or above or qualification that contains TESOL as a method (with a practical component including at least six hours practice teaching in TESOL to actual students (not to classmates), supervised and assessed by a teacher who is qualified as per these requirements c) appropriate TESOL teaching experience

The following experience will be recognised as relevant experience:

- (1) Full-time TESOL teaching to adults or secondary students in schools or equivalent in Australia to class of not less than five students.
- (2) Other full-time teaching, including in other languages, credited at the rate of one year of experience for each two years of such teaching, to a maximum of three years.
- (3) Part-time experience will be recognised on a pro-rata basis.
- (4) Where the teacher has worked for less than a full year, they will be accredited with experience in the proportion that the weeks worked over the 12-month period bears to the number of weeks normally required of a full-time teacher at the same institution.
- (5) Experience as a casual teacher teaching TESOL to adults or secondary students will be credited on the basis of the number of hours taught compared to the number of days or hours normally required of a full-time teacher at the same institution. Provided that for every 110 days during which a casual teacher is engaged they will be deemed to have not less than six months' service.

Organisational knowledge and task level

An understanding of the NEAS Quality Assurance Framework and the ELICOS Standards 2018 ESOS obligations and broad regulatory environment relating to international students.

Job responsibilities

Specific responsibilities may include, but not be limited to, any of the following:

- Design, prepare, deliver and evaluate ELICOS teaching material and courses (delivering up to 860 hours of ELICOS teaching per year).
- Assist with the development and monitoring of student assessment and evaluation procedures in accordance with CQUniversity policy and procedures.
- Keep abreast of industry best practice in the English Language Intensive Courses for Overseas Students (ELICOS) sector.
- Support the effective operations of the Centre and various administration tasks including timetabling, rosters/resource allocation, class requirements, graduation, orientation, enrolments etc).
- Contribute to curriculum development activities.
- Assist with the Monitoring Academic Progress (MAP) and Attendance Monitoring processes.
- Provide academic guidance and general support to students and refer to specialist services, as appropriate.
- Design, implement and review courses for study tours and special interest groups as required.

SCHEDULE 4: CLASSIFICATION DESCRIPTORS – ACADEMIC EMPLOYEES

1. Level A Academic – Associate Lecturer

Experience and qualifications

- A Level A academic will normally have completed four years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional/research experience (refer to the Academic Qualifications Framework).
- In many cases a position at this level will require an honours degree or higher qualification, an extended professional degree, or a three-year degree with a postgraduate diploma.
- Teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement according to the definitions and levels as specified under the appointment/promotion criteria should be taken into account when determining experience additional to qualifications.
- Research experience may include having contributed to or resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research potential.

Organisational knowledge and task level

- Make contributions to the teaching effort of the University, particularly at undergraduate and graduate diploma level and may teach into VET units, provided that the academic employee's qualifications and experience meet the minimum requirements of a Registered Training Organisation (RTO) as outlined in the relevant government Standards.
- Carry out activities which contribute to their research, scholarship and service/engagement requirements as per their assigned academic category.
- Responsible to the relevant Senior Executive, through the head of the business area as appropriate, with respect to the conduct of assigned academic, teaching, administrative and research duties.
- May initiate formal or informal interactions with students and employees across the University and externally with employees from other tertiary institutions, industrial and commercial organisations, professional groups and community individuals/organisations.
- Formal interactions should be sanctioned by the relevant Senior Executive, through the head of the business area, as appropriate.
- Work with support and direction from academic employees classified at Level B and above and with an increasing degree of autonomy as the academic gains in skill and experience.
- Will not be required to teach primarily in units which are offered only at Masters level or above.
- Unit co-ordination of very complex offerings (for example, units requiring the supervision of tutors and/or large simultaneous internal and external offerings) should not be carried out by a Level A academic.
- Perform assigned teaching duties with students on and off campus with a standard of planning, preparation, presentation and assessment as necessary for students to achieve unit and course objectives.

Job responsibilities

Specific responsibilities may include, but not be limited to, any of the following:

- Conduct tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions.
- Prepare and deliver lectures and seminars provided skills and experience demonstrate this capacity.
- Conduct research (either individually or within a larger project as appropriate to the academic's abilities). This may include conduct of research under limited supervision and the production or contribution to the production of conference and seminar papers and publications from that research.
- Be involved in professional activity attendance at conferences and seminars in the field of expertise
- Consult with students which includes providing advice within the field of the employee's research to postgraduate students.
- Conduct marking and assessment primarily connected with units taught.
- Produce quality teaching materials.
- Develop unit material which may include research-related material with appropriate guidance from the unit or course/lead coordinator.

- Perform limited administrative functions.
- Act as a unit coordinator (at or above Step 6) provided skills and experience demonstrate this capacity.
- Attend business area meetings and/or membership of a limited number of committees.

2. Level B Academic – Lecturer

Experience and qualifications

- A Level B academic shall have qualifications and/or experience recognised by the University 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 additional to qualifications, regard is to be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement according to the definitions and levels as specified under the appointment/promotion criteria.

Organisational knowledge and task level

- Make contributions to the teaching effort of the University, particularly at undergraduate, honours and postgraduate level and may teach into VET units, provided that the academic employee's qualifications and experience meet the minimum requirements of a Registered Training Organisation (RTO) as outlined in the relevant government Standards.
- Carry out activities to maintain and develop his/her scholarly, research and/or professional activities relevant to the profession or discipline.
- Responsible to the relevant Senior Executive, through the head of the business area as appropriate, with respect to the conduct of assigned academic, teaching, administrative and research duties.
- May initiate formal or informal interactions with students and employees across the University and externally with employees from other tertiary institutions, industrial and commercial organisations, professional groups and community individuals/organisations.
- Formal interactions should be sanctioned by the relevant Senior Executive, through the head of the business area as appropriate.
- Perform assigned teaching duties with students on and off campus with a standard of planning, preparation, presentation and assessment as necessary for students to achieve unit and course objectives.

Job responsibilities

Specific responsibilities may include, but not be limited to, any of the following:

- Conduct tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions.
- Initiate and develop unit material.
- Act as unit lead/coordinators.
- Prepare and deliver lectures and seminars.
- Supervise the course of study of honours students or of postgraduate students engaged in course work.
- Supervise honours or postgraduate research projects.
- Conduct research (either individually or within a larger project as appropriate to the academic's abilities).
- Participate in professional activity.
- Develop unit material with appropriate advice from and support of more senior employees.
- Conduct marking and assessment primarily connected with units taught.
- Consult with students which includes providing advice within the field of the employee's research to postgraduate students.
- Perform a range of administrative functions, the majority of which are connected with the units in which the academic teaches.
- Attend business area meetings and/or membership of a number of committees.

3. Level C Academic – Senior Lecturer

Experience and qualifications

- A Level C academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area.
- A position at this level will normally require a doctoral qualification or equivalent accreditation and standing.
- In determining experience additional to qualifications, regard is to be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement according to the definitions and levels as specified under the appointment/promotion criteria.
- In addition, a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

Organisational knowledge and task level

- Make significant contributions to the teaching effort of the University or to an interdisciplinary area.
- Play a major role in scholarship, research and/or professional activities.
- May teach into VET units, provided that the academic employee's qualifications and experience meet the minimum requirements of a Registered Training Organisation (RTO) as outlined in the relevant government Standards.
- Responsible to the relevant Senior Executive, through the head of the business area as appropriate, with respect to the conduct of assigned academic, teaching, administrative and research duties.
- May initiate formal or informal interactions with students and employees across the University and externally with employees from other tertiary institutions, industrial and commercial organisations, professional groups and community individuals/organisations. Formal interactions should be sanctioned by the relevant Senior Executive through the head of the business area as appropriate.
- May be required to supervise/co-ordinate the work of other employees if appointed Unit Lead/Coordinator.
- Perform assigned teaching duties with students on and off campus with a standard of planning, preparation, presentation and assessment as necessary for students to achieve unit and course objectives.
- Critically evaluate the operation of the teaching program and communicates such evaluations to the relevant head of the business area as appropriate.
- Provide leadership in the discipline through activities such as consultancy, performance and exhibition.

Job responsibilities

Specific responsibilities may include, but not be limited to, any of the following:

- Conduct tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiate and develop unit material.
- Act as course head/coordinator.
- Prepare and deliver lectures and seminars.
- Supervise honours or postgraduate research projects.
- Supervise programs of study of honours students and of postgraduate students engaged in course work.
- Play a significant role in research projects including, where appropriate, leadership of a research team.
- Participate in professional activity.
- consult with students which includes providing advice within the field of the employee's research to postgraduate students.
- Perform a range of administrative functions, the majority of which are connected with the units in which the academic teaches.
- Conduct marking and assessment primarily connected with units taught.
- Attend business area meetings and/or membership of a number of committees.

4. Level D Academic – Associate Professor

Experience and qualifications

- A Level D academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area.
- A position at this level will normally require a doctoral qualification or equivalent accreditation and standing (usually evidenced by an extensive research publication record).
- In determining experience additional to qualifications, regard is to be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement according to the definitions and levels as specified under the appointment/promotion criteria.
- In addition, there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

Organisational knowledge and task level

- Make significant contributions to all activities of the University 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.
- Responsible to the relevant Senior Executive, through the head of the business area as appropriate, with respect to the conduct of assigned academic, teaching, administrative and research duties.
- May initiate formal or informal interactions with students and employees across the University and externally with employees from other tertiary institutions, industrial and commercial organisations, professional groups and community individuals/organisations. Formal interactions should be sanctioned by the relevant Senior Executive, through the head of the business area as appropriate.
- As a senior academic in the University, promote and contribute to the successful attainment of the stated mission and objectives of the business area and the University.
- Provide a high level of academic leadership to the discipline, business area and University through initiating, implementing and participating in activities such as internal and/or external teaching, research and development activities, and educational development.
- Critically evaluate the operation of the teaching program and communicates such evaluations to the head of the business area as applicable.
- Provide leadership in the discipline and professional service to industry, commerce, the arts and/or the community through activities such as consultancy, performance and exhibition.

Job responsibilities

Specific responsibilities may include, but not be limited to, any of the following:

- Conduct tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Develop and be responsible for curriculum/courses of study.
- Act as course head/coordinator.
- Prepare and deliver lectures and seminars.
- Supervise honours or postgraduate research projects.
- Supervise programs of study of honours students and of postgraduate students engaged in course work.
- Conduct research including, where appropriate, leadership of a large research team.
- Make a significant contribution to the profession, and/or discipline.
- Perform high-level administrative functions.
- Consult with students which includes providing advice within the field of the employee's research to postgraduate students.
- Conduct marking and assessment primarily connected with units taught.
- Attend business area meetings and/or membership of a number of committees.

5. Level E Academic – Professor

Experience and qualifications

- A Level E academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area.
- A position at this level will normally require a doctoral qualification or equivalent accreditation and standing (usually evidenced by an extensive research publication record).
- In determining experience additional to qualifications, regard is to be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement according to the definitions and levels as specified under the appointment/promotion criteria.
- In addition, there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession. A Level E academic will be recognised as a leading authority in the relevant discipline area.

Organisational knowledge and task level

- 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 business area, University and community, both scholarly and general.
- Responsible to the relevant Senior Executive, through the head of the business area as appropriate, with respect to the conduct of assigned academic, teaching, administrative and research duties.
- May initiate formal or informal interactions with students and employees across the University and externally with employees from other tertiary institutions, industrial and commercial organisations, professional groups and community individuals/organisations. Formal interactions should be sanctioned by the relevant Senior Executive, through the head of the business area as appropriate.
- As a senior academic in the University, promote and contribute to the successful attainment of the stated mission and objectives of the business area and the University.
- Provide high-level academic leadership to the discipline, business area and University through initiating, implementing and participating in activities such as internal and/or external teaching, research and development activities, and educational development.
- Critically evaluate the operation of the teaching course and communicates such evaluations to the head of the business area as applicable.
- Provide leadership in the discipline and professional service to industry, commerce, the arts and/or the community through activities such as consultancy, performance and exhibition.

Job responsibilities

Specific responsibilities may include, but not be limited to, any of the following:

- Provide a continuing high-level of personal commitment to, and achievement in, a particular scholarly area.
- Conduct research and foster research from other groups and individuals within the business area and within the discipline and within related disciplines.
- Provide leadership in the development of research policy documents.
- Supervise programs of study of honours students and of postgraduate students engaged in course work.
- Supervise honours or postgraduate research projects.
- Make a distinguished personal contribution to teaching at all levels.
- Conduct tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Prepare and deliver lectures and seminars.
- Consult with students which includes providing advice within the field of the employee's research to postgraduate students.
- Act as course head/coordinator.
- Conduct marking and assessment primarily connected with units taught.
- Play an active role in the maintenance of academic standards and in the development of educational policy documents and of curriculum areas within the discipline.
- Develop policy documents and be involved in administrative matters within the business area and University.
- Participate in and provide leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

SCHEDULE 5: CLASSIFICATION DESCRIPTORS – CASUAL ACADEMIC EMPLOYEES

1. Classification Title: Casual Lecturer

- 1.1 A casual employee required to provide a lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and marking related to the lecture conducted within that face-to-face contact and provide directly associated non-contact duties in the nature of preparation, administration and student consultation, shall be paid a rate for each hour of lecture delivered, calculated in accordance with the following table:

Table S5. 1: Casual Lecturer

Type of lecturing and associated working time assumed	* Hourly rate calculation
Basic lecture (1 hour of delivery and 2 hours associated working time)	$\frac{(\$ \text{ p.a. of Level B, Step 2})}{52} + 25\% \times 3 = \$/\text{hr}$ 37.5
Developed lecture (1 hour of delivery and 3 hours associated working time)	$\frac{(\$ \text{ p.a. of Level B, Step 2})}{52} + 25\% \times 4 = \$/\text{hr}$ 37.5
Specialised lecture (1 hour of delivery and 4 hours associated working time)	$\frac{(\$ \text{ p.a. of Level B, Step 2})}{52} + 25\% \times 5 = \$/\text{hr}$ 37.5
Repeat lecture (1 hour of delivery and 1 hour associated working time)	$\frac{(\$ \text{ p.a. of Level B, Step 2})}{52} + 25\% \times 2 = \$/\text{hr}$ 37.5

* Casual academic rates of pay can be found in the Schedule 1

- 1.2 The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same subject matter within a period of seven days, and any marking related to the lecture conducted within that face-to-face contact and associated student consultation.
- 1.3 For the purposes of this Agreement, the term 'lecture' means any education delivery described as a lecture in a unit profile, or in an official timetable issued by the University.

2. Classification Title: Casual Tutor

- 2.1 A casual employee required to deliver or present a tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and provide marking related to the tutorial conducted within that face-to-face contact and directly associated non-contact duties in the nature of preparation, administration and student consultation, shall be paid a rate for each hour of tutorial delivered or presented, calculated in accordance with the following tables:

Table S5. 2: Casual Tutor

Type of tutoring and associated working time assumed: Tutorial (1 hour of delivery and 2 hours associated working time)	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\frac{(\$ \text{ p.a. of Level A, Step 2})}{52} + 25\% \times 3 = \$/\text{hr}$ 37.5	$\frac{(\$ \text{ p.a. of Level A, Step 6})}{52} + 25\% \times 3 = \$/\text{hr}$ 37.5
Type of tutoring and associated working time assumed: Repeat Tutorial (1 hour of delivery and 1 hour associated working time)	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\frac{(\$ \text{ p.a. of Level A, Step 2})}{52} + 25\% \times 2 = \$/\text{hr}$ 37.5	$\frac{(\$ \text{ p.a. of Level A, Step 6})}{52} + 25\% \times 2 = \$/\text{hr}$ 37.5

* Casual academic rates of pay can be found in the Schedule 1

- 2.2 The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of seven days, and any marking related to the tutorial conducted within that face-to-face contact and associated student consultation.
- 2.3 For the purposes of this Agreement, the term 'tutorial' means any education delivery described as a tutorial in a unit profile, or in an official timetable issued by the University.

3. Musical Accompanying/ Studio Coaching

- 3.1 For musical accompanying/music studio coaching, the casual employee shall be paid for each hour of accompanying/coaching, as well as for one hour of preparation time for each hour of accompanying/coaching delivered, calculated in accordance with the following table:

Table S5. 3: Casual Musical Accompanying/ Studio Coaching

Musical Accompanying/Studio Coaching and associated working time assumed: Music accompanying (1 hour of delivery and 1 hour preparation time)	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\frac{(\$ \text{ p.a. of Level A, Step 2}) / 52 + 25\% \times 2}{37.5} = \$/\text{hr}$	$\frac{\$ \text{ p.a. of Level A, Step 6}) / 52 + 25\% \times 2}{37.5} = \$/\text{hr}$

*Casual academic rates of pay can be found in the Schedule 1

- 3.2 For the purposes of this sub clause, the term:
- 'musical accompanying' means the provision and preparation of musical accompaniment to one or more students or employees in the course of teaching by another academic employee in circumstances where the accompanist deploys educational expertise in repertoire development or expression in preparation and execution of specific performance events, such as student concerts and student performance assessments.
 - 'studio coaching' means the provision and preparation of one-on-one music coaching or groups taught performing arts instruction to students in relevant units. This includes practical music coaching of instrumental, voice or composition students, group dance instruction or group drama instruction to deliver the requirements of the unit.

4. Clinical Education

- 4.1 A casual academic employee required to provide clinical education shall be paid for each hour of clinical education delivered and provide marking related to the clinical education conducted within that face-to-face contact and directly associated non-contact duties in the nature of preparation, administration and student consultation, at a rate calculated in accordance with the following tables:

Table S5. 4: Casual Clinical Education

Type of clinical education and associated working time assumed: Clinical Education 1 - Little preparation required (1 hour of delivery and 0.5 hrs associated working time)	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\frac{(\$ \text{ p.a. of Level A, Step 2}) / 52 + 25\% \times 1.5}{37.5} = \$/\text{hr}$	$\frac{(\$ \text{ p.a. of Level A, Step 6}) / 52 + 25\% \times 1.5}{37.5} = \$/\text{hr}$
Type of clinical education and associated working time assumed: Clinical Education 2 - Normal preparation time (1 hour of delivery and 1 hour associate working time)	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\frac{(\$ \text{ p.a. of Level A, Step 2}) / 52 + 25\% \times 2}{37.5} = \$/\text{hr}$	$\frac{(\$ \text{ p.a. of Level A, Step 6}) / 52 + 25\% \times 2}{37.5} = \$/\text{hr}$

*Casual academic rates of pay can be found in the Schedule 1

5. Marking

- 5.1 All marking other than that referred to in 1, 2 and 4 above shall be paid a rate for all time worked, calculated in accordance with the following tables:

Table S5. 5: Casual Marking

Type of marking: Marking 1 (marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B status).	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\frac{(\$ \text{ p.a. of Level B, Step 2})}{37.5} + 25\% \times 1 = \$/\text{hr}$	$\frac{(\$ \text{ p.a. of Level B, Step 6})}{37.5} + 25\% \times 1 = \$/\text{hr}$
Type of marking: Standard Marking	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\frac{(\$ \text{ p.a. of Level A, Step 2})}{37.5} + 25\% \times 1 = \$/\text{hr}$	$\frac{(\$ \text{ p.a. of Level A, Step 6})}{37.5} + 25\% \times 1 = \$/\text{hr}$

*Casual academic rates of pay can be found in the Schedule 1

6. Other required academic activity

- 6.1 A casual employee required to perform any other required academic activity as defined in subclause 6.2 of [Schedule 5](#) of this Agreement shall be paid at an hourly rate calculated in accordance with the table below, for each hour of such activity as required and demonstrated to have been performed.

Table S5. 6: Casual Other

Other: as described at 6.2 below	
* Hourly rate calculation	* Hourly rate calculation if employee is responsible for unit coordination and/or has a relevant PhD
$\frac{(\$ \text{ p.a. of Level A, Step 2})}{37.5} + 25\% \times 1 = \$/\text{hr}$	$\frac{(\$ \text{ p.a. of Level A, Step 6})}{37.5} + 25\% \times 1 = \$/\text{hr}$

*Casual academic rates of pay can be found in the Schedule 1

- 6.2 For the purposes of this Agreement, 'other required academic activity' includes work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions
- the conduct of clinical sessions other than clinical education – for example, demonstrating clinical skills such as taking a patient's blood pressure
- the conduct of visual art studio sessions
- *repetiteurship (note 'repetiteurship' is a term used to describe a keyboard specialist required to accompany singers and instrumentalists in the preparation towards specific performance events)*
- development of teaching and unit materials such as the preparation of laboratory manuals, resource materials, study guides and reading lists, and basic activities associated with unit lead/coordination
- required activities associated with unit lead/coordination
- required additional consultation with students, including face-to-face and by email or telephone
- required attendance at lectures, labs and seminars that form part of the relevant unit, and
- attendance at teaching team meetings and business area meetings as required.

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

SCHEDULE 6: CLASSIFICATION DESCRIPTORS – PRINCIPAL RESEARCH EMPLOYEES

These classification descriptors describe the broad categories of responsibilities attached to principal research employee positions at different levels. The descriptors are not exhaustive of all tasks in principal research employment, which is by its nature, multi-skilled and involves an overlap of duties between levels. The descriptors aim to provide an adequate basis to differentiate between the various levels of employment and define the broad relationships between classifications.

1. Research Officer, Postdoctoral Research Fellow

Experience and qualifications

- A Research Officer will normally have completed four years of tertiary study in the relevant discipline and have relevant work experience; or have an equivalent combination of qualifications and/or research experience.
- In many cases a position at this level will require an honours degree or higher qualifications or equivalent research experience.
- A Postdoctoral Research Fellow will normally have completed a postdoctoral degree and is not expected to have additional experience at this level.
- Research experience may include having contributed to or resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research potential.

Organisational knowledge and task level

- When appointing new employees, it is important to equate the level of appointment with the descriptors below as applicable to the position being filled.
- A Research Officer or Postdoctoral Research Fellow (henceforth referred to as Research Officer) is expected to contribute towards the research effort of the University and to develop expertise through the pursuit of defined projects relevant to the particular field of research.
- A Research Officer shall work with support, guidance and/or direction from employees classified as Senior Research Officers and above and with an increasing degree of autonomy as the Research Officer gains in skill and experience.

Job responsibilities

Specific responsibilities may include, but not be limited to, any of the following:

- Conduct research under limited supervision either as a member of a team or, where appropriate, independently, and produce or contribute to the production of conference and seminar papers and publications from that research
- Participate in professional activities including, attendance at conferences and seminars in the field of expertise
- Perform limited administrative functions primarily connected with the area of research of the employee.
- Develop a limited amount of research-related material for teaching or other purposes with appropriate guidance from other employees
- Contribute occasionally to teaching in the field/discipline of their research or consultancy. By agreement, the employee may undertake more than occasional teaching if it contributes to greater employment continuity and professional development, but in no case will it be equal to or more than a research intensive allocation
- Conduct experimental design and operate advanced laboratory and technical equipment or conduct advanced research procedures.
- Attend meetings associated with research or the work of the business area to which the employee is connected and/or membership of a limited number of committees.
- Provide advice within the field of the employee's research to postgraduate students.

2. Research Fellow, Senior Research Officer, Senior Postdoctoral Research Fellow

Experience and qualifications

- A Research Fellow/Senior Research Officer/Senior Postdoctoral Research Fellow will normally have completed a relevant doctoral qualification or have equivalent qualifications or research experience.
- In addition, some post-doctoral research experience which has resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research ability may be expected.

Organisational knowledge and task level

- A Research Fellow/Senior Research Officer/Senior Postdoctoral Research Fellow is expected to carry out independent and/or team research within the field in which the appointment is made and to carry out activities to develop research expertise relevant to the particular field of research.

Job responsibilities

Specific responsibilities may include, but not be limited to, any of the following:

- Conduct research either as a member of a team or independently, and produce conference and seminar papers and publications from the research
- Supervise support research employees involved in the employee's research.
- Guide the research effort of junior members of principal research employees in the employee's research area
- contribute to the preparation, or where appropriate individual preparation, of research proposal submissions to external funding bodies
- Participate in professional activities including, attendance at conferences and seminars in the field of expertise
- Perform administrative functions primarily connected with the employee's area of research
- Contribute occasionally to teaching in the field/discipline of their research or consultancy. By agreement, the employee may undertake more than occasional teaching if it contributes to greater employment continuity and professional development, but in no case will it be equal to or more than a research intensive allocation
- co-supervise, or where appropriate supervise, major honours or postgraduate research projects within the field of the employee's area of research.
- Attend meetings associated with research or the work of the business area to which the research is connected , and/or membership of a limited number of committees.

3. Senior Research Fellow

Experience and qualifications

- A Senior Research Fellow will normally have a relevant doctoral qualification or equivalent accreditation and standing together with subsequent research experience.
- A position at this level will require a demonstrated strong record of publications, conference papers, reports and/or professional and/or technical contributions in the relevant discipline area.

Organisational knowledge and task level

- A Senior Research Fellow is expected to make independent or original contributions to the research effort within the field of expertise and to the business area or inter-disciplinary area of which the employee is a part.
- A principal research employee member at this level is expected to play a major role in research including the exercise of some leadership in research.

Job responsibilities

Specific responsibilities may include, but not be limited to, any of the following:

- Conduct research either as a member of a team or independently, and produce conference and seminar papers and publications from the research
- Supervise support research employees involved in the employee's research.
- supervise, where appropriate, the research of less senior principal research employees
- Be involved, where appropriate, in the promotion of research links with outside bodies

- prepare research proposal submissions to external funding bodies
- Play a significant role in research projects including, where appropriate, leadership of research teams or management of projects
- Be responsible for the oversight of financial management of grants received for research projects
- Participate in professional activities including, attendance at conferences and seminars in the field of expertise
- Contribute occasionally to teaching in the field/discipline of their research or consultancy. By agreement, the employee may undertake more than occasional teaching if it contributes to greater employment continuity and professional development, but in no case will it be equal to or more than a research intensive allocation
- Supervise major honours or postgraduate research projects within the field of the employee's area of research
- Perform various research-related administrative functions.
- Attend meetings associated with research or the work of the business area to which the research is connected and play a major role in planning and committee work.

4. Principal Research Fellow

Experience and qualifications

- A Principal Research Fellow will normally have the same skill base as a Senior Research Fellow.
- In addition, there will be a requirement for academic excellence and outstanding contribution to research.

Organisational knowledge and task level

- A Principal Research Fellow is expected to make major original contributions to the research enterprise of the area in which the appointment is made and to play a significant role within their profession or discipline.
- Principal research employees at this level may be appointed in recognition of marked distinction in their area of research or scholarship.

Job responsibilities

Specific responsibilities may include, but not be limited to, any of the following:

- Conduct independent research in which the employee may work as part of a team and the production of conference and seminar papers and publications from that research
- Supervise support research and general employees
- Play a major role in all aspects of major research projects including management and/or leadership of large research projects or teams
- Supervise the research of less senior principal research employees
- Promote research links with outside bodies
- Prepare research proposal submissions to external bodies
- Be responsible for the oversight of financial management of grants
- Participate in professional activities including attendance at conferences and seminars in the field of expertise
- Contribute occasionally to teaching in the field/discipline of their research or consultancy. By agreement, the employee may undertake more than occasional teaching if it contributes to greater employment continuity and professional development, but in no case will it be equal to or more than a research intensive allocation
- Supervise major honours or postgraduate research projects
- Perform higher level research-related administrative functions
- Have some involvement in the development of research policy documents
- Attend meetings associated with research or the work of the business area to which the research is connected and play a major role in planning and committee work, and
- Make a significant contribution to the discipline in which the research efforts of the employee are undertaken.

5. Professorial Research Fellow

Experience and qualifications

- A Professorial Research Fellow shall have the same skill base as a Senior Research Fellow but will be recognised as a leading authority in an area of research.

Organisational knowledge and task level

- A Professorial Research Fellow is expected to exercise a special responsibility in providing leadership and in fostering excellence in research in a specific discipline, in the business area, within the University and within the scholarly and general community.

Job responsibilities

Specific responsibilities may include, but not be limited to, any of the following:

- Provide continuing high level of personal commitment to, and distinguished achievement in, a particular area of research or scholarship.
- Foster research of other groups and individuals within the business area and more broadly within the University.
- Develop research policy documents.
- Prepare research proposal submissions to external bodies.
- Be responsible for the oversight of financial management of grants.
- Conduct independent research in which the employee may provide leadership within a team and the preparation of conference and seminar papers and publications from that research.
- Supervise research and administrative employees and other academic employees responsible to the professorial research fellow.
- Make a distinguished personal contribution to the conduct of research at all levels.

SCHEDULE 7: CLASSIFICATION DESCRIPTORS – HIGHER EDUCATION WORKER (HEW)

1. Higher Education Worker Level 1

Training level or qualifications

- Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.
- Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Level of supervision

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

Task level

- Straightforward manual duties or elements of Level 2 duties under close supervision and structured on the job training.
- Some knowledge of materials, e.g. cleaning chemicals and hand tools may be required.
- Established procedures exist.
- Organisational knowledge.
- May provide straightforward information to others on building or service locations.
- Judgement, independence and problem solving.
- Resolve problems where alternatives for the job holder are limited and the required section is clear or can be readily referred to higher levels.

Typical activities

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

2. Higher Education Worker Level 2

Training level or qualifications

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

- Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose

between a range of straightforward alternatives. An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequence provided the prearranged work priorities are achieved.

Typical activities

- Clerical positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.
- Security Officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

3. Higher Education Worker Level 3

Training level or qualifications

- Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:
 - completion of a trades certificate, or
 - completion of Year 12, with relevant work experience, or
 - equivalent relevant experience or combination of relevant experience and education/training.
- Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced diplomas or associate degree.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

- Exercise judgement on work methods and task sequence within specified time-lines and standard practices and procedures.

Typical activities

- In trades positions, apply the skills taught in a trade certificate, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- In technical assistant positions:
 - assist a technical officer in operating a laboratory, including ordering supplies
 - assist in setting up routine experiments
 - monitor experience for report to a technical officer
 - assist with the preparation of specimens
 - assist with the feeding and care of animals.
- Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.
- In clerical positions, perform a range of clerical support tasks including:
 - standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application
 - provide general clerical support to staff within a school, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel
 - process accounts for payment.

4. Higher Education Worker Level 4

Training level or qualifications

- Persons employed at Level 4 shall typically perform duties at a skill level with assumes and requires knowledge or training equivalent to:
 - completion of an associate diploma level qualification with relevant work related experience or a certificate level qualifications with post-certificate relevant work experience
 - completion of a post-trades certificate or advanced certificate and extensive relevant experience and on the job training or
 - an equivalent combination of relevant experience and/or education/training.

Level of supervision

- In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or coordinate others to achieve objectives, including liaison with staff at higher levels. May undertake standalone work.

Task level

- May undertake limited creative, planning or design functions.

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

- In trades positions:
 - work on complex engineering or interconnected electrical circuits
 - exercise high precision trades skills using various materials and/or specialised techniques.
- In technical positions:
 - develop new equipment to criteria developed and specified by others
 - under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations
 - demonstrate the use of equipment and prepare reports of a technical nature as directed.
- In library technician positions:
 - undertake copy cataloguing
 - use a range of bibliographic databases
 - undertake acquisitions
 - respond to reference inquiries.
- In clerical/secretarial positions:
 - may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
 - be responsible for providing a full range of secretarial services in a school
 - plan and set up spreadsheets or data base applications
 - provide advice to students on enrolment procedures and requirements
 - administer enrolment and unit progression records.

5. Higher Education Worker Level 5

Training level or qualifications

- Persons employed at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:
 - completion of a degree without subsequent relevant work experience, or
 - completion of an associate diploma and at least two years subsequent relevant work experience, or
 - completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician, or
 - an equivalent combination of relevant experience and/or education/training.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

- In technical positions:
 - develop new equipment to general specifications
 - under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstration
 - under broad direction, set up, monitor and demonstrate standard experiments and equipment use
 - prepare reports of a technical nature.
- In library technician positions:
 - perform at a higher level than Level 4, including assist with reader education programs and more complex bibliographic and acquisition services
 - operate a discrete unit within a library with may involve significant supervision or be the senior staff member in an outposted service.
- In administrative position:
 - responsible for the explanation and administration of an administrative function, e.g., HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.
- In professional positions and under professional supervision:
 - work as part of a research team in a support role
 - provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services
 - provide counselling services.

6. Higher Education Worker Level 6

Training level or qualifications

- Persons employed at Level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:
 - a degree with subsequent relevant experience, or
 - extensive experience and specialist expertise or broad knowledge in technical or administrative fields, or
 - an equivalent combination of relevant experience and/or education/training.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

- In technical positions:
 - manage a teaching or research laboratory or a field station
 - provide highly specialised technical services
 - set up complex experiments
 - design and construct complex or unusual equipment to general specifications
 - assist honours and postgraduate students with their laboratory requirements
 - install, repair, provide and demonstrate computer services in laboratories.
- In administrative positions:
 - provide financial, policy and planning advice
 - service a range of administrative and academic committees, including preparation of agendas, papers, minutes and
 - correspondence
 - monitor expenditure against budget in a school.
- In professional positions:
 - work as part of a research team
 - provide a range of library services, including bibliographic assistance, original cataloguing and reader education in
 - library and reference services
 - provide counselling services
 - undertake a range of computer programming tasks
 - provide documentation and assistance to computer users
 - analyse less complex user and system requirements.

7. Higher Education Worker Level 7

Training level or qualifications

- Persons employed at Level 7 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:
 - a degree with at least four years subsequent relevant experience, or
 - extensive experience and management expertise in technical or administrative fields, or
 - an equivalent combination of relevant experience and/or education/training.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

- In a library, combine specialist expertise and responsibility for management of a library function; in student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication; in technical manager positions, the management of teaching and research facilities for a department or school; in research positions, acknowledged expertise in a specialised area or a combination of technical management and specialist research.
- In administrative positions, provide less senior administrative support to relatively small and less complex schools or equivalent.

8. Higher Education Worker Level 8

Training level or qualifications

- Persons employed at Level 8 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:
 - postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience, or
 - extensive experience and management expertise, or
 - an equivalent combination of relevant experience and/or education/training.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

9. Higher Education Worker Level 9

Training level or qualifications

- Persons employed at Level 9 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:
 - postgraduate qualifications and extensive relevant experience, or
 - extensive management experience and proven management expertise, or
 - an equivalent combination of relevant experience and/or education/training.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

10. Higher Education Worker Level 10

Training level or qualifications

- Persons employed at or above this level shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:
 - proven expertise in the management of significant human and material resources, in addition to, in some areas
 - postgraduate qualifications and extensive relevant experience.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

SCHEDULE 8: CLASSIFICATION DESCRIPTORS – SUPPORT RESEARCH-ONLY EMPLOYEES (SRE)

Preamble

This section acts a guideline to determine the appropriate level of appointment for support research-only employee positions. It describes factors such as:

- typical activities
- training level
- occupational equivalent
- supervision
- task level
- organisational knowledge
- judgement, independence and problem solving appropriate for each classification level.

When appointing new employees, it is important to equate the level of appointment with the above factors as applicable to the position being filled.

Part 1 of this document includes definitions of the four levels of supervision, the eight qualification levels and the seven classification dimensions that are referred to in the descriptors.

Part 2 lists the details the seven Position Standards (Descriptors). Terms defined in Part 1 are included here in bold type for easy reference.

Part 1 Definitions

The terms defined below are used frequently in the support research-only classification descriptors. It is important that consistent understanding of these terms occurs to ensure positions are classified appropriately. The terms defined are printed in bold text when used in the classification descriptors so they can be referenced below.

Term	Definition
Advanced certificate:	A two year part-time post-Year 12 or post-trade certificate course, or a four year part-time course for those who have completed Year 10 of secondary school.
Advanced Diploma / Associate Degree:	A two year full-time or four year part-time course with a Year 12 prerequisite.
Broad direction:	Direction is provided in terms of objectives which may require the planning of employees, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee in consultation with the Chief Investigator may be required. Performance will be measured against objectives.
Certificate:	A two year full-time or four year part-time course with a Year 12 prerequisite.
Close supervision:	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures on unfamiliar situations are referred to higher levels. Work is regularly checked.
Degree:	A recognised degree from a tertiary institution, often completed in three or four years and sometimes combined with a one year diploma.
General direction:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. In the absence of established procedures or detailed instructions, guidance will be given by the Chief Investigator. Performance is checked by assignment completion.
Judgement, independence and problem solving:	Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available.
Occupational equivalent:	Occupations typically falling within each proposed classification level.
Organisational knowledge:	The level of knowledge and awareness of the organisation that would be expected of employees at each proposed classification level and the purposes to which that

Term	Definition
	organisational knowledge may be put.
Post-trade certificate:	A course of study over and above a trade certificate and less than an advanced certificate.
Postgraduate degree:	A recognised postgraduate degree, over and above a degree as defined above.
Routine supervision:	Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by the Chief Investigator or a more senior member of the research employees. Checking is selective rather than constant.
Supervision:	Type of supervision received and where applicable, exercised.
Task level:	The type, complexity and responsibility of tasks typically performed by employees within each proposed classification level. This dimension looks at how much of each of these three qualities applies at each proposed classification level.
Trade certificate:	Completion of an apprenticeship, normally of four years' duration, or equivalent qualification.
Training level:	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Typical activities:	Activities typically undertaken by employees in different occupations at each of the proposed classification levels.
Year 12:	Completion of Year 12 of secondary school.

Part 2 – Classification Descriptors

The classification descriptors listed below use various factors to describe the overall content of positions at the different levels. When determining the correct level for appointment, the overall job requirements should be examined and then compared to the descriptors below. The appropriate level will be the one best matched to the position. Terms defined in Part 1 above are printed in bold for easy reference.

1. Support Research-Only Employee Level 1

Typical activities

- Perform a range of manual tasks.

Training level or qualifications

- Research Workers Level 1 are not required to have formal qualifications or work experience upon engagement.
- Research Workers engaged at the base may need to be provided with structured on the job training.

Occupational equivalent

- Cleaner, labourer.

Level of supervision

- **Close supervision** or, in the case of more experienced employees working alone, **routine supervision**.

Task level

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

Organisational knowledge

- May provide straightforward information to others.

Judgement, independence and problem solving

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

2. Support Research-Only Employee Level 2

Typical activities

- A Support Research-only Employee this level may undertake duties involving straightforward data entry and retrieval and basic laboratory or technical work.

Training level or qualifications

- A Support Research-only Employee Level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of **Year 12** without work experience, or an equivalent combination of experience and training.

Occupational equivalent

- Glassware attendant, grounds-person/mailroom attendant, receptionist, administrative assistant.

Level of supervision

- **Routine supervision** of straightforward research tasks; **close supervision** of more complex tasks.

Task level

- Perform a range of straightforward research tasks where procedures are clearly established. May on occasion perform more complex tasks under close supervision.

Organisational knowledge

- May provide general information/advice and assistance based on a broad knowledge of the work area/responsibility, including knowledge of the functions carried out.

Judgement, independence and problem solving

- Undertake tasks with reference to established research techniques and practices.
- A Support Research-only Employee at this level will normally be expected to perform a combination of various routine tasks where the prearranged work priorities are set by the Chief Investigator or a more senior member of the research employees.

3. Support Research-Only Employee Level 3

Typical activities

As a Support Research-only Employee functioning in a technical/laboratory position:

- order supplies
- assist in setting up routine experiments
- monitor experiments for report to the Chief Investigator or more senior research employees
- assist with the preparation of specimens
- care for animals, plants and microbe cultures.

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

In clerical positions:

- use in a standard manner a word processing package (including storage and retrieval of documents, keying and setting out of correspondence and reports, merging, moving and copying, using columns, tables and basic graphics) or an established spreadsheet or database application
- provide clerical support to senior research employees, including setting up meetings and answering straightforward inquiries
- process accounts for payment

A Support Research-only Employee Level 3 may, as directed by the Chief Investigator or a more senior research employee:

- undertake library or archival work
- process and collate information and data
- assist with surveys, observations, field trials, tests and associated research activity.

Training level or qualifications

A Support Research-only Employee Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical laboratory functions equivalent to:

- completion of a **trades certificate** or
- completion of **Year 12**, with relevant work experience or
- equivalent relevant experience or combination or relevant
- experience and education/training.

A Support Research-only Employee Level 3 may require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or advanced diploma/associate degree.

Occupational equivalent

- Post apprenticeship tradesperson, technical assistant/technical trainee, library assistant, clerk, administrative assistant/typist.

Level of supervision

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

Task level

- Some complexity. Apply body of knowledge equivalent to **trade certificate**, including diagnostic skills and assessment of the best approach to a given task of this level of knowledge or formal training.

Organisational knowledge

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

Judgement, independence and problem solving

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

4. Support Research-Only Employee Level 4

Typical activities

As a Support Research-only Employee in a trades related position:

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

Similarly, in technical positions:

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

In administrative/secretarial positions:

- be able to undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
- take responsibility for providing a full range of secretarial services in a research unit

- plan and set up spreadsheets or data base applications
- maintain records
- provide information to postgraduate research students.

A Support Research-only Employee Level 4 may, as directed by the Chief Investigator or a more senior research employee:

- carry out or participate in surveys, investigations, analyses, tests, observations or field trials
- undertake library or archival searches or related activities
- undertake case studies and collate relevant information
- assist with data analysis.

Training level or qualifications

A Support Research-only Employee Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a **degree** without subsequent relevant work experience, or
- completion of an advanced diploma/associate degree level qualification with relevant work related experience or a **certificate** level qualification with post-certificate relevant work experience, or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

- Scientific/technical assistant, administrative/secretarial above Level 3, advanced trades person.

Level of supervision

- A Support Research-only Employee Level 4 functioning in a technical position may receive **routine supervision** to **general direction** depending upon experience and the complexity of the tasks. In other positions, **general direction**.
- May **supervise** or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

Task level

- May undertake limited creative, planning or design functions; apply skills to a range of allocated research tasks.

Organisational knowledge

- Perform research tasks/assignments which require proficiency in the work area and knowledge of how they interact with other related functions.

Judgement, independence and problem solving

- In technical positions, apply theoretical knowledge and techniques to a range of research procedures and tasks. In an administrative/secretarial position, provide factual advice which requires proficiency and expertise in a specialist area or broad knowledge of a range of functions.

5. Support Research-Only Employee Level 5

Typical activities

In professional positions and under professional supervision work as part of a research team in a support role. In technical positions:

- develop new equipment to general specifications
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up and using complex equipment for a range of experiments and demonstrations
- prepare reports of a technical nature
- carry out tasks described for a Level 4, but at a more advanced level
- draft reports on the research tasks carried out

- provide authoritative advice within area of specialization.

Training level or qualifications

A Support Research-only Employee Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a **degree** in a field related to the research project with some subsequent relevant work experience or
- completion of an advanced diploma/associate degree and at least 2 years' subsequent relevant work experience or
- completion of a **post-trades certificate or advanced certificate** and extensive relevant experience as a technician or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

- Graduate (i.e. degree) or professional, with limited subsequent work experience on entry; experienced technical/scientific officer.

Level of supervision

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

Task level

- Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way.

Organisational knowledge

- Perform research tasks/assignments which require proficiency in the work area and knowledge of how they interact with other related functions.

Judgement, independence and problem solving

- In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems.

6. Support Research-Only Employee Level 6

Typical activities

In technical positions:

- manage a research laboratory of a field station
- provide highly specialised technical services
- set up complex experiments
- design and construct complex or unusual equipment to general specifications.

In administrative positions:

- provide financial, policy and planning advice
- monitor expenditure against budget equivalent in size to that of a department or small school.

In professional positions:

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

Training level or qualifications

A Support Research-only Employee Level 6 shall typically perform duties at a skill level which assumes and requires

knowledge or training equivalent to:

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

Occupational equivalent

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

Level of supervision

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

Task level

- Perform work assignments related to research guided by professional standards and/or technical expertise. Senior Research Workers would have a depth or breadth of expertise developed through extensive relevant experience and application.

Organisational knowledge

- A Support Research-only Employee perform tasks/assignments which require proficiency in the work area and knowledge of how they interact with other related functions and to adapt by those procedures and techniques as required by the Chief Investigator to achieve objectives.

Judgement, independence and problem solving

- Within constraints set by the Chief Investigator, discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

7. Support Research-Only Employee Level 7

Typical activities

In technical manager positions:

- the management of research facilities for a department
- acknowledged expertise in a specialised area
- or a combination of technical management and specialist research

In professional positions:

- work as part of research team.

A Support Research-only Employee Level 7 may, while receiving broad direction from the Chief Investigator:

- design and conduct standard research experiments, case studies and questionnaires
- evaluate and interpret the results for presentation to the Chief Investigator as analysed data
- prepare reports resulting from surveys, investigations, tests, field trials, observations and related activities.

A Support Research-only Employee Level 7 are normally responsible for meeting objectives set by the Chief Investigator which may include the completion of research tasks, preparation of reports, data analysis and employee supervision.

Training level or qualifications

A Support Research-only Employee Level 7 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a **degree** with extensive relevant experience or
- extensive experience and expertise in a technical field or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

- Technical manager, senior professional or scientific officer.

Level of supervision

- **Broad direction.** May manage other technical and/or professional employees.

Task level

- Independently relate a body of knowledge to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

Organisational knowledge

- Detailed knowledge of research methodology and research planning.

Judgement, independence and problem solving

- Independently relate research methodology to work assignments, or adapt a specific body of knowledge to solve problems. Use theoretical principles in modifying and adapting techniques. May involve standalone work or the supervision of others in order to achieve objectives.

SCHEDULE 9: CLASSIFICATION DESCRIPTORS – VET EDUCATORS

1. Deputy Dean VET

Experience and qualifications

The qualifications, skills and experience of a Deputy Dean VET will include:

- Postgraduate qualification with significant work experience or extensive relevant work experience in the VET Sector
- Five or more years teaching and/or educational experience within vocational education or another post-compulsory education setting and hold a recognised educational qualification.
- Proven expertise in the management of significant human and physical resources.

Level of supervision

- Broad direction. Fully responsible for the achievement of significant organisational objectives and programs.

Judgement, independence and problem solving

- Problem resolution is a frequent requirement, and the range of options is imprecise or requires a certain amount of inventiveness to depart of accepted practices and procedures.
- Sponsors and drives major new lines of business.
- Innovative and conceptual thinking including analysis of complex situations and development of strategies which challenge traditional approaches.

Typical responsibilities

- Lead and manage the design, development and delivery of high quality education and training products and services in a competitive environment, while also meeting vocational compliance, financial and quality requirements.
- Conceptualise, develop and oversee all aspects of the VET course/s delivered by the School, including the management of staff and associated administrative responsibilities.
- Significant management responsibility for large and diverse or multi-disciplinary teams. Lead operational planning processes to maximise resource utilisation, support our staff and implement business process improvement.
- Build and sustain positive relationships with internal and external clients to achieve mutually beneficial outcomes.
- Demonstrate high level negotiation, consultation, communication, facilitation and interpersonal skills within an organisational change environment.
- Interpret, oversee, manage and ensure compliance with legislation and develop policies, procedures and plans, particularly in relation to vocational education and training issues.
- Actively investigate new products/ventures, partnerships or contractual arrangements which are financially viable and generate revenue for the University.
- May provide expert advice or counsel where the organisation has ready access to advice from a number of sources and there is an established body of knowledge in the area.
- Provides advice that initiates new developments in either policy and/or program delivery or professional practice and precedent.
- Positions at this level are the recognised reference point for others in the University in relation to policy, precedent, best practice and problem resolution within their area of responsibility.

Organisational Knowledge

- Knowledge and understanding of vocational education governance and quality assurance frameworks, including the legislative and accountability requirements and responsibilities across the Australian Higher Education and Vocational Education sectors.

2. Educational Team Lead (ETL)

Experience and qualifications

The qualifications, skills and experience of a ETL will be:

- the same as prescribed for a VET Teacher, and
- it is desirable that they also have 5 or more years teaching experience within vocational education or another post-compulsory education experience and hold an approved teaching qualification.

Organisational knowledge and task level

Organisational knowledge and task level will be the same as prescribed for a VET Teacher with the addition of:

- Educational leadership and oversight of all aspects of the course/s allocated, including the management of staff and associated administrative responsibilities.
- Responsibility to ensure the alignment of learning outcomes, learning activities and assessment of the course/s with the training package requirements.
- An understanding of the University's governance structure in order to progress outcomes.

Job Responsibilities

Specific responsibilities may include, but are not be limited to, any of the following:

- The same as the duties prescribed at Appendix 9 for a VET Teacher.
- Provision of leadership, direction, instruction and guidance to educators and teaching teams to achieve team objectives and contribute collaboratively to the overall success of teaching teams.
- Overseeing and collaboratively contributing to educational delivery programming and planning activities within teaching teams including the development of training and assessment strategies, Team Plans, and Teacher Timetables.
- Managing all relevant people processes related to teaching teams including, but not limited to:
 - completing and reviewing performance planning and development plans with team members
 - undertaking probation reviews for new staff
 - ensuring new staff participate in the University's induction program and providing a localised work area orientation
 - providing mentoring, guidance and career planning for staff and ensuring staff have access to appropriate professional development activities
 - understanding responsibilities associated with approving staff leave and ensuring leave is approved in line with operational requirements
 - actively participating in informal performance management processes and conversations with team members
 - actively participating in formal management of unsatisfactory performance for team members including providing feedback, review and assessment of a team member's performance
 - monitoring training and assessment quality and performance within teaching teams to ensure compliance with relevant legislation, standards, policies, practices and procedures including the Australian Qualifications Training Framework, and ensure coaching and feedback is provided to educators as needed
 - providing recommendations and advice to their supervisor on issues relating to staff management, student management and programming, and act as a conduit for technical and specific advice relating to the teaching area
 - providing advice and generating solutions to facilitate the resolution of student complaints and employee performance matters, and escalating matters to the next level of management as required/appropriate e.g. initiation of a managing unsatisfactory performance management process
 - reporting on exceptions to budget forecasts and assisting with the development and monitoring of budgets and team financial performance
 - engaging with internal and external stakeholders to identify and develop new course concepts relevant to the course/ discipline area in collaboration with the Head/Director of College, Deputy Dean (VET) and, where appropriate, Deputy Dean (Learning and Teaching),
 - providing accurate and timely advice to students, staff and stakeholders in relation to CQUniversity operational requirements as they relate to education and training.

3. Leading Vocational Teacher (LVT)

Experience and qualifications

- The qualifications, skills and experience of a LVT will be the same as a VET Teacher and will also require completion of 12 months at classification level teacher Step 7 and an approved teaching qualification.

Organisational knowledge and task level

- The duties of a LVT will be allocated fairly and equitably subject to consultation between the LVT and their supervisor and will not be so frequent or onerous as to detract from the LVT's primary role as a VET Teacher.
- Duties will be allocated initially by consultation with the teaching team and following approval by their supervisor. Where such a practice applies, a peer review process occurs prior to supervisor approval.
- The LVT will perform their duties in a team/s inside the business area but may also perform duties outside of their own team where it is deemed appropriate, and that educational leadership is required.
- A LVT may be required to perform duties with other teams within the school where required.

Job responsibilities

Specific responsibilities will be the same as the duties prescribed for the VET Teacher and additional LVT duties include:

- Provide leadership in teaching practice including providing professional development and leading innovation.
- Leading validation and coordinating audit activities
- Mentor and coach Foundation Educators, Tutors, Teachers and Senior Teachers
- Active participation in discipline-specific and/or product quality committees and industry networks. Additional duties negotiated and agreed by CQUni and the employee, as documented in a LVT Undertaking Agreement.

Additional duties as prescribed above may include but are not limited to:

- Professional/team leadership including leading the planning, design, and review of assessment solutions and resources, teaching and learning programs and learning materials.
- Supervision and assessment of new Foundation Educators, Tutors, Teachers and/or Senior Teachers on probation and/or subject to managing unsatisfactory performance process.
- Where qualified, monitor, evaluate and review Workplace Health and Safety responsibilities and obligations for the team.
- Functional responsibility e.g. financial or staffing.
- Facilitation of business performance, planning and review.
- International projects/business.
- Assistance with marketing and development of promotional strategies.
- Development of training product and resources to meet specific business needs.
- Where qualified, coordinate the identification of learning support needs of students and coordinate intervention plans on behalf of the team.
- Lead and coordinate quality assurance processes related to learning and assessment.
- Performance of high level duties of a critical nature to the business provided they are not those expected of the Head of Course.
- Act as peer reviewer on the LVT Peer Review Committee. or
- Coordinate and facilitate partnerships with educational organisations, third parties and industry.

4. Senior VET Teacher

Experience and qualifications

- The qualifications, skills and experience of a Senior VET Teacher will be the same as those of a VET Teacher and will also include completion of an approved teaching qualification.

Organisational knowledge and task level

- Organisational knowledge and task level will be the same as prescribed for the VET Teacher.

- The duties of a Senior VET Teacher will be allocated fairly and equitably subject to consultation between the Senior VET Teacher and their supervisor and will not be so frequent or onerous as to detract from the Senior VET Teacher's primary role as a VET Teacher.

Job responsibilities

Specific responsibilities will be the same as the duties prescribed for the **VET Teacher** and additional duties will be a combination of the following:

- Lead teaching practice including providing professional development and leading innovation.
- Lead validation activities as directed.
- Coordinate audit activities as directed.
- Undertake quality checks of completed assessments.
- Mentor or coach VET Teachers, VET Foundation Educators and VET Tutors.

5. VET Teacher

Experience and qualifications

- The qualifications and skills of a VET Teacher will be as required by:
 - the National Vocational Education and Training Regulator's standards for registered training organisations,
 - training packages and accredited courses, and
 - other relevant regulatory, licencing and accreditation requirements.
- Where a government or non-government contract requires, a VET Teacher will possess the qualification/s agreed in the terms of the contract.
- A VET Teacher will possess training and assessment and/or industry experience.
- To progress to Senior Teacher, a VET Teacher must possess an approved teaching qualification, except in emergent circumstances as prescribed in this Agreement.

Organisational knowledge and task level

- VET Teachers require an understanding of how the University is governed, structured and operates as a dual sector university in order to deliver outcomes for their School/College.
- VET Teachers are expected to be able to understand and interpret business plans, key policy documents, precedence, and practices which affect the way work is organised.
- Incumbents would need to have proficiency in the business area's processes and practices, and be able to adapt those procedures and techniques as required to achieve objectives without impacting other areas.
- Incumbents are required to communicate effectively when working in teams and deliver on team commitments.
- VET Teachers are expected to apply knowledge of the education and training sector, standards and regulations and respond to new directions and demands of the current training market.
- VET Teachers apply best practice in the scholarship management of teaching and learning activities including delivery, assessment and evaluation.
- Incumbents will focus on qualifications/skills update and contemporary industry practices including but not limited to safe, equitable and anti-discriminatory work practices.

Job responsibilities

Specific responsibilities may include, but not be limited to, any of the following:

- Maintain a high-level of integrity and probity in the performance of all duties, ensuring adherence to the quality systems documentation and continually seeking improvements in the way in which work is undertaken.
- Work within national and state regulatory environments, pre-qualified supplier contracts, other contractual obligations and associated policy requirements.

Contact Responsibilities

- Deliver teaching and learning activities for classroom, industry, distance and/or web-based clients using flexible, blended and/or distributed learning techniques, options and products for innovative delivery in order to facilitate student learning.

- Conduct assessment of student capability using approved assessment strategies:
- Provide adequate supervision of student learning and teaching activities.

Non-contact responsibilities:

- Develop, design and review assessment solutions and resources, teaching and learning programs and learning materials as required to meet the changing needs of various client and student groups.
- Conduct administration of teaching resources and associated record keeping in accordance with development/delivery of compliance requirements including administrative duties associated with development/delivery of courses, entering participation and results, student management, and continuous improvement of course delivery.
- Develop effective working relationships with students, teaching colleagues, client groups and University employees in order to provide support and advice on educational matters through participating in student events, industry reference groups, marketing activities and University meetings and forums and be an advocate for Vocational Education and Training.
- Contribute to the review of training packages/syllabus and the development and implementation of course content and teaching and learning resources.
- Participate in and contribute to quality improvement activities including student evaluations, assessment validation and moderation, and utilise internal systems to meet audit, legislative and industry requirements.
- Participate in the planning and coordination of workload allocation.
- Maintain individual currency of skills and knowledge in both industry area and vocational education and training
- Monitor academic progress and provide or facilitate access to educational support services where required.

6. VET Tutor

Experience and qualifications

- The qualifications, skills and experience of a tutor will be as required by:
 - the National Vocational Education and Training Regulator's standards for registered training organisations
 - training packages and accredited courses, and
 - other relevant regulatory, licencing and accreditation requirements.
- Where a government or non-government contract requires, a tutor will possess the qualification/s agreed in the terms of the contract.
- It is desirable that a tutor should possess training and assessment experience and/or should have industry experience.

Organisational knowledge and task level

- VET Tutors require an understanding of how the University is governed, structured and operates in order to deliver outcomes.
- VET Tutors are expected to be able to understand and interpret business plans, key policy documents, precedence, and practices which affect the way work is organised.
- VET Tutors are expected to apply knowledge of the education and training sector, standards and regulations and respond to new directions and demands of the current training market.
- Incumbents would need to have proficiency in the business area's processes and practices, and be able to adapt those procedures and techniques as required to achieve objectives without impacting other areas.
- Incumbents are required to communicate effectively when working in teams and deliver on team commitments.

Job responsibilities

Specific responsibilities may include, but not be limited to, any of the following:

- Provide support to students through the planning and delivery of tutorials as directed by the teacher, and/or consultation with other Educational Delivery employees, to revise and reinforce learning on content that has been previously instructed in a range of learning environments, including simulated, workplace and/or online.
- Facilitate learner skill development and academic progression as directed by the Teacher, Leading Vocational Teacher, or via other mode of delivery through providing support and guidance and if appropriate academic progression intervention.

- Supervise and /or support assessment of student capability using approved assessment activities and/or tools.
- Participate in and contribute to quality improvement activities as required, including student evaluations, assessment validation and moderation, and utilise internal systems to meet audit, legislative and industry requirements.
- Undertake administration of teaching resources and associated record keeping in compliance with regulatory requirements including administrative duties associated with delivery of courses, entering participation and results, student management, and continuous improvement of course delivery.
- Participate in regular meetings with the teacher in order to plan delivery, discuss exercises and delivery content and to review instructional plans to meet the changing needs of students.
- Contribute to the planning and coordination of workload allocation.
- Maintain individual currency of skills and knowledge in both industry area and vocational education and training.
- Develop effective working relationships with students, teaching colleagues, client groups and University employees in order to provide support and advice on educational matters through participating in student events, industry reference groups, marketing activities and University meetings and forums, and be an advocate for Vocational Education and Training.
- Maintain a high-level of integrity and probity in the performance of all duties, ensuring adherence to the quality systems documentation and continually seeking improvements in the way in which work is undertaken.
- Work within national and state regulatory environments, pre-qualified supplier contracts, other contractual obligations and associated policy requirements.

7. VET Foundation Educator

Experience and qualifications

- Possession of vocational competencies at least to the level of the unit/s of competency that tutorial support is being provided.
- Current industry experience and skills directly relevant to the delivery support being provided.
- Possession of a licence, ticket, professional body credential or registration that is relevant to the vocation in which they are delivering.

Organisational knowledge and task level

- VET Foundation Educators require an understanding of how the University is governed, structured and operates in order to deliver outcomes.
- As the VET Foundation Educator obtains components of the Certificate IV Training and Assessment, they may undertake the duties aligned to the skills gained and without requiring supervision for that component.
- Incumbents would need to have proficiency in the business area's processes, practices, standards and regulations and be able to adapt those procedures and techniques as required to achieve objectives without impacting other areas.
- Incumbents are required to communicate effectively when working in teams and deliver on team commitments.

Job responsibilities

- A Foundation Educator is required to attain the training and assessment qualification required for Trainers in the National Vocational Education and Training Regulator's Standards for Registered Training Organisations (Certificate IV Training and Assessment), within 9 months of commencing employment. (Extensions may be considered on a case-by-case basis.)
- Conduct tutorial activities designed by the supervising teacher, in a range of learning environments, including simulated, workplace, online or other mode of delivery, to revise and reinforce learning on content that has been previously instructed by a VET Teacher, Senior VET Teacher or Leading Vocational Teacher.
- Facilitate learner skill development, provide support and guidance as directed by the VET Teacher, Senior VET Teacher or Leading Vocational Teacher.
- Assist VET Teachers and Senior VET Teachers in the classroom.
- Provide feedback to learners during skills development in preparation for assessment.
- Undertake compliance and quality assurance activities as required.

- Provide support where academic progression intervention is required as directed by the VET Teacher, Senior VET Teacher or Leading Vocational Teacher.
- Contribute to the planning, design and review of educational programs.
- Review and maintain their Educator profile to meet competency and currency requirements in area/s of delivery.
- Regularly liaise with team members to discuss issues such as delivery requirements and content.
- Provide advice on trends and practices in industry.

SCHEDULE 10: CLASSIFICATION DESCRIPTORS – CASUAL VET EDUCATORS

1. Classification descriptor – Casual VET Teacher

- 1.1 A casual employee required to provide teaching (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and provide directly associated non-contact duties in the nature of preparation, marking, administration and student consultation, shall be paid a rate for each hour of lecture delivered, calculated in accordance with the following table:

Table S10. 1: Casual VET Teacher

Teaching delivery and associated working time assumed	* Hourly rate calculation
Teaching delivery (1 hour of delivery and 0.7 hr of associated working time)	$(\text{Ordinary } \$ \text{ p.hr of Teacher} / 4 \times 1.7) + 25\%$

*Casual VET Teacher rates of pay can be found in the Schedule 1

- 1.2 For the purposes of this Agreement, the term ‘class’ means any teaching delivery described in a unit profile, or in an official timetable issued by the University.

2. Classification Title: Casual VET Tutor

- 2.1 A casual employee required to deliver or present a tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration shall be paid a rate for each hour of tutorial delivered or presented, calculated in accordance with the following table:

Table S10. 2: Casual VET Tutor

Type of tutoring and associated working time assumed:	
Tutorial (1 hour of delivery and 0.2024 hr associated working time)	* Hourly rate calculation $(\text{Ordinary } \$ \text{ p.hr of Tutor } 1 \times 1.2024) + 25\%$

*Casual VET Tutor rates of pay can be found in the Schedule 1

- 2.2 For the purposes of this Agreement, the term ‘tutorial’ means any education delivery described as a tutorial in a unit profile, or in an official timetable issued by the University.

3. VET Marking

- 3.1 All marking other than that referred to in 1 above shall be paid a rate for all time worked, calculated in accordance with the following tables:

Table S10. 3: Casual VET Marker

Type of marking: Standard Marking	
* Hourly rate VET Marker	
-	$(\text{Ordinary } \$ \text{ p.hr. of VET Teacher Step 1}) + 25\% = \$/\text{hr}$

*Casual VET Marker rates of pay can be found in the Schedule 1

4. Other required VET educator activity

4.1 A casual employee required to perform any other required non-contact activity shall be paid at an hourly rate calculated in accordance with the table below, for each hour of such activity as required and demonstrated to have been performed.

Table S10. 4: Casual VET Other

Other: as described at 4.2 below
* Hourly rate Other required VET Educator
_ Ordinary \$ p.hr. of VET Teacher Step 4 + 25% = \$/hr

*Casual VET Other rates of pay can be found in the Schedule 1

4.2 For the purposes of this Agreement, 'other required VET Educator activity' includes work of the following nature:

- non-contact duties of a teacher including RPL activities
- duties described as "VET Teaching Team Functional responsibilities"
- required attendance of the VET educator at classes, labs and seminars that form part of the relevant course, and
- required attendance of the VET educator at business area meetings.

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

5. VET RPL

5.1 A casual employee required to perform recognition of prior learning (RPL) duties will be paid at an hourly rate calculated in accordance with the table below, for each hour of such activity as required and demonstrated to have been performed.

Table S10. 5: VET RPL

RPL : as described at 5.2 below
* Hourly rate RPL required VET Educator
_ Ordinary \$ p.hr. of VET LVT step 3 + 25% = \$/hr

*Casual VET RPL rates of pay can be found in the Schedule 1

SIGNATORIES:

Signed for and on behalf of
Australian Education Union (Qld)
(AEU):

21 Graham St, Milton Q 4064
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Signature K. J. Ruttiman
Printed Name Kate J. Ruttiman
Authority to Sign the Agreement AEUQ BRANCH SECRETARY

**Signed for and on behalf of
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(CQUniversity):**

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Signature Nick Klomp

Printed Name Professor Nick Klomp

Authority to Sign the Agreement CQUniversity Vice-Chancellor and President

**Signed for and on behalf of
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Signature  _____

Printed Name Damien Cahill

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