



University of
Southern
Queensland

Enterprise Agreement

2023 – 2026

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Part 1: Application and Operation of Agreement

1. Agreement Title

This enterprise agreement will be known as the *University of Southern Queensland Enterprise Agreement 2023 – 2026 (Agreement)*.

2. Interpretation

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

3. Definitions

3.1 **Aboriginal and Torres Strait Islander Peoples** means a person:

- (a) being of Aboriginal and/or Torres Strait Islander descent;
- (b) who identifies as an Aboriginal and/or Torres Strait Islander person; and
- (c) who is accepted and recognised as an Aboriginal and/or Torres Strait Islander person by their Aboriginal and/or Torres Strait Islander community.

3.2 **Aboriginal and Torres Strait Islander Cultural and Ceremonial Responsibilities** include:

- (a) any occasion or activity which involves an Aboriginal and/or Torres Strait Islander person's participation in cultural and spiritual practices, which are largely informed by traditional values and customs; and/or
- (b) any occasion that is relative to the cultural identity of an Aboriginal and/or Torres Strait Islander person, which is inherently linked to values associated with Aboriginal and/or Torres Strait Islander cultures, including community gatherings, cultural and spiritual practices, language revitalisation and revival, care and custodianship, and other notions of protection, maintenance and stewardship of land, water, and sky.

3.3 **Academic Employee** means a person employed by the University in a position classified in accordance with the Minimum Standards for Academic Levels, as contained within the *Higher Education Industry – Academic Staff – Award 2020*, as amended from time to time, which are incorporated into this Agreement. Academic Employee does not include Executive Employee.

3.4 **Act** means the *Fair Work Act 2009*, as amended from time to time.

3.5 **Consultation** means conferring between the University and relevant employees and, if the employee chooses, with their Nominated Representative, in such a way that there is the opportunity to contribute to and influence the decision-making process. Consultation does not mean having to reach agreement.

3.6 **Continuous Service** means continuous employment with the University and includes periods of unpaid leave and any break in service of less than four months, including breaks between fixed-term and contingent-funded appointments. For the purposes of long service leave, entitlements will cease to accrue during any break in service.

3.7 **Disciplinary Action** means action by the University to discipline an employee for unsatisfactory performance, Misconduct, or Serious Misconduct and can include:

- (a) formal warning or counselling;
- (b) demotion by one or more classification levels or incremental steps;
- (c) withholding of an incremental step; or
- (d) termination of employment for unsatisfactory performance or Serious Misconduct only.

- 3.8 **Executive Employee** means a person who is not appointed to a position classified at Academic Employee Level A to E, or Professional Employee Level 1 to 10, as set out in Schedules A and C, respectively. Executive Employees include appointments to the positions of Vice-Chancellor, Provost, Deputy Vice-Chancellor, Pro Vice-Chancellor, Executive Director, Dean and/or Head of School or Head of College, Director, and other equivalent positions, regardless of any future position title changes.
- 3.9 **FWC** means the Fair Work Commission.
- 3.10 **Head of Organisational Unit** means the Executive Employee who has been appointed to lead a relevant Organisational Unit and may include, but is not limited to, individuals appointed to the following positions and their successor positions, including anyone fulfilling these positions on a temporary basis:
- (a) Head of School and/or Dean;
 - (b) Pro Vice-Chancellor; and/or
 - (c) Executive Director or equivalent.
- 3.11 **Misconduct** means conduct which is not Serious Misconduct but is nonetheless unacceptable or inappropriate, including but not limited to:
- (a) wrongful or improper conduct of the kind which constitutes an impediment to carrying out an employee's duties or to the employee's colleagues carrying out their duties;
 - (b) dereliction of the duties required of the employee; and/or
 - (c) research misconduct of a minor nature.
- 3.12 **NES** means the National Employment Standards.
- 3.13 **Nominated Representative** means a person who an employee has chosen to represent them, including an officer, employee, or delegate of the Union. A Nominated Representative may not be a practising barrister or solicitor and must not have a conflict of interest in the matter they are representing the employee in.
- 3.14 **Ordinary Salary** means the base salary paid to an employee in accordance with Schedule A and C of this Agreement, including any applicable loadings or allowances. An employee's Ordinary Salary is different from their ordinary time earnings for the purposes of superannuation and income tax calculations.
- 3.15 **Organisational Unit** means a school, institute, department, portfolio, or other work area of the University.
- 3.16 **Primary Caregiver** means the person who is, for the relevant period, primarily responsible for ensuring that care is provided to their newborn or adopted child.
- 3.17 **Professional Employee** means a person employed by the University in a position classified in accordance with the Classification Definitions contained in the *Higher Education Industry – General Staff – Award 2020*, as amended from time to time, which are incorporated into this Agreement. Professional Employee does not include Executive Employee.
- 3.18 **Relevant Senior Officer** means an Executive Employee nominated by the Vice-Chancellor and may include individuals appointed to the following positions, including anyone fulfilling these roles on a temporary basis, regardless of future position title changes:
- (a) Provost;
 - (b) Deputy Vice-Chancellor (Academic Affairs);
 - (c) Deputy Vice-Chancellor (Enterprise Services);
 - (d) Deputy Vice-Chancellor (Research and Innovation); and/or
 - (e) any other Executive Employee as the Vice-Chancellor deems appropriate in the circumstances.
- 3.19 **Serious Misconduct** means conduct which involves deliberate behaviour by an employee that is inconsistent with the continuation of their employment, and includes, but is not limited to:
- (a) the employee, in the course of their employment, engaging in:
 - (i) conduct that causes serious and imminent risk to the health or safety of another person;

- (ii) conduct that causes serious and imminent risk to the reputation or profits of the University;
 - (iii) theft;
 - (iv) fraud;
 - (v) assault;
 - (vi) sexual harassment; or
 - (vii) research misconduct of a serious nature; and/or
- (b) the employee being intoxicated at work; and/or
- (c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with their employment agreement.

4. Period of Operation

- 4.1 This Agreement will operate from seven days after the date of approval by the FWC and have a nominal expiry date of 30 June 2026.
- 4.2 The University will meet with the Union upon its request up to three months prior to the nominal expiry date of the Agreement to commence negotiations for a replacement Agreement.

5. Application

- 5.1 This Agreement has been negotiated between the University and bargaining representatives, including the Union, on behalf of employees, and will be binding according to its terms upon the following parties:
- (a) the University of Southern Queensland (**University**);
 - (b) all Academic Employees and Professional Employees; and
 - (c) the National Tertiary Education Industry Union (**Union**).
- 5.2 This Agreement does not apply to:
- (a) those employees who are employed by the Queensland College of Wine Tourism; or
 - (b) Executive Employees.

6. National Employment Standards

This Agreement is read and interpreted in conjunction with the NES. If there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

7. Modern Awards and University Instruments

- 7.1 This Agreement is a closed and comprehensive agreement and wholly displaces any Modern Awards and enterprise agreements which, but for the operation of this Agreement, would apply.
- 7.2 University policies and procedures are not incorporated into and do not form part of this Agreement, unless stated otherwise in this Agreement. If there is an inconsistency between this Agreement and a University policy or procedure, the provisions of this Agreement will apply to the extent of the inconsistency.

8. Availability of Agreement

A digital copy of the Agreement will be made available to employees.

9. Individual Flexibility Arrangements

- 9.1 This clause constitutes the flexibility term referred to in section 202 of the Act.

- 9.2 An employee may initiate a request to enter into an Individual Flexibility Arrangement (IFA) if the arrangement meets the genuine needs of the employee and the University and is genuinely agreed to by the University and the employee.
- 9.3 If an employee's employment would be, but for this Agreement, subject to a Modern Award, the University and the employee may seek to enter into an IFA varying the effect of one or more of the following terms of this Agreement:
- (a) clause 18 (Salary Packaging);
 - (b) clause 19 (Superannuation);
 - (c) clause 21 (Hours of Work); and/or
 - (d) clause 29 (Flexible Employment Arrangement).
- 9.4 An IFA must be about a “permitted matter” and must not be an “unlawful term” as defined in the Act. The IFA must result in the employee being better off overall than the employee would have been if no IFA had been agreed to.
- 9.5 The IFA must be in writing and must be signed by the employee (or in the case of an employee under the age of 18, by their parent or guardian) and the University. The IFA is not required to be approved by anyone else, other than the employee and the University.
- 9.6 The IFA may be terminated by either the University or the employee giving four weeks' notice of termination, in writing, to the other party, with the IFA ceasing to operate:
- (a) at the end of the notice period; or
 - (b) at any time, by written agreement between the University and the employee.
- 9.7 An employee may elect to be represented by their Nominated Representative when negotiating an IFA with the University.

Part 2: Employment Relationship and Related Matters

10. Employment Types

10.1. Full-time Employment

Full-time employment may be offered on a continuing or fixed-term basis.

10.2. Part-time Employment

Part-time employment is employment for a fraction of full-time employment and may be offered on a continuing or fixed-term basis.

Part-time employees are entitled to the pro rata equivalent of the entitlements of full-time employees.

11. Appointment Categories

11.1 Continuing Appointments

A continuing appointment is full-time or part-time employment entered into for an indefinite period, subject to the probation, termination, major change, and redundancy provisions of this Agreement.

11.2 Fixed-Term Appointments

- 11.2.1 A fixed-term appointment is full-time or part-time employment entered into for an identified or identifiable period. The University will advise an employee engaged on a fixed-term appointment of the specific start and finish date of the appointment (or in lieu of a finish date, the specific circumstance or contingency relating to a specific task or project, on which the fixed-term appointment will expire).

- 11.2.2 An essential feature of fixed-term employment is that there is no expectation of continuity of employment, unless stated otherwise in this Agreement.
- 11.2.3 An employee engaged on a full-time or part-time fixed-term basis will receive the entitlements equivalent to that of a full-time or part-time continuing employee, except if stated otherwise in this Agreement. The entitlements accrued during a fixed-term appointment will be paid out on expiry of the appointment, as applicable, unless a subsequent appointment is made.
- 11.2.4 The redundancy provisions of this Agreement do not apply to employees appointed on a fixed-term basis.

11.2.5 Types of Fixed-Term Appointments

A fixed-term appointment will only be made in the following circumstances:

(a) Specific Task or Project

A specific task or project is a definable work activity with a start date, and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, a specific task or project may include a period of employment provided for from identifiable funding external to the employer, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by, or on behalf of, students.

(b) Research

Research means work activity by an employee engaged in primarily research functions for an appointment period not exceeding five years.

(c) Replacement Employee

A replacement employee is one who is:

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

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

(d) Recent Professional Practice Required

If a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged, who has recent practical or commercial experience, such a person may be engaged on a fixed-term appointment not exceeding two years.

(e) Pre-Retirement Contract

If a full-time or a part-time employee declares an intention to retire, a fixed-term appointment with an expiry date on or around the relevant retirement date may be offered for a period of up to two years.

(f) Studentship

A fixed-term appointment may be made if a person is enrolled as a student, provided that:

- (i) the work is normally within the student's academic unit or an associated research unit of that academic unit; and

- (ii) the work activity is generally related to the degree program that the student is undertaking or to their expertise or experience as a student; and
- (iii) the appointment is for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- (iv) the appointment will not be offered or made on the condition that the person offered the employment undertake the studentship.

(g) Apprenticeship or Traineeship

Fixed-term appointments may be offered to apprentices or trainees pursuant to an apprenticeship or traineeship approved by the relevant State or Territory training authority.

11.2.6 Subsequent Appointments

- (a) Subject to the provisions of the Act, if a subsequent fixed-term appointment is required to undertake the same or substantially similar duties, the incumbent will be offered the subsequent fixed-term appointment, provided that their performance during the previous appointment has been assessed as meeting the requirements of the position.
- (b) The entitlements accrued during a fixed-term appointment will be paid out on expiry of the appointment, unless a subsequent appointment is made.

11.2.7 Notice of Renewal / Non-Renewal

The University will provide fixed-term employees with written notice of its intention to renew or not renew their fixed-term appointment at least four weeks prior to the expiry date of the appointment.

11.2.8 Severance Payment

- (a) Fixed-term employees are entitled to receive a severance payment in accordance with this clause, provided that:
 - (i) they have completed at least 12 months' continuous service with the University;
 - (ii) their fixed-term appointment is not renewed; and
 - (AA) the employee is employed under a second or subsequent fixed-term appointment for a specific task or project, or for research, and the same or substantially similar duties are no longer required by the University; or
 - (BB) the employee is employed under a fixed-term appointment for a specific task or project, or for research, and the duties of the kind performed during the appointment continue to be required, but another person has been appointed or is to be appointed to undertake the same or substantially similar duties:
- (b) Severance payments for fixed-term appointments are calculated based on the employee's salary, excluding any applicable allowances and / or loadings, as follows:

Period of Continuous Service	Severance Payment
Less than and up to 1-year	Nil
More than 1-year and up to 2-years	4-weeks' salary
More than 2-years and up to 3-years	6-weeks' salary
More than 3-years and up to 4-years	7-weeks' salary

More than 4-years

8-weeks' salary

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

11.2.9 Breaks Between Appointments

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 purpose of this clause.

11.3 Contingent-Funded Appointments

- 11.3.1 A contingent-funded appointment is full-time or part-time employment funded by Contingent Funding.
- 11.3.2 **Contingent Funding** means limited term funding provided from external sources, or revenue from fees received by the University, which must be allocated to a related employment activity.
- 11.3.3 A contingent-funded appointment is not a continuing appointment, but rather employment entered into for an identifiable period, contingent upon the availability of Contingent Funding. If Contingent Funding ceases to be available, or is insufficient, the contingent-funded appointment will cease and the employee's employment will be terminated.
- 11.3.4 Contingent-funded employees are entitled to receive a severance payment in accordance with this clause, provided that:
 - (a) they have completed at least 12 months' continuous service with the University;
 - (b) the Contingent-Funding that supports the contingent-funded appointment has ceased, or is insufficient; and / or
 - (c) the same or substantially similar duties are no longer required by the University.
- 11.3.5 Severance payments for contingent-funded appointments are calculated based on the employee's salary, excluding any applicable allowances and / or loadings, as follows:

Period of Continuous Service	Severance Payment
Less than and up to 1-year	Nil
More than 1-year and up to 3-years	6-weeks' salary
More than 3-years and up to 4-years	8-weeks' salary
More than 4-years and up to 8-years	10-weeks' salary
More than 8-years and up to 10-years	12-weeks' salary
More than 10-years	14-weeks' salary

11.4 Casual Appointments

- 11.4.1 A casual appointment is employment entered into on an ad hoc and/or intermittent basis, with no expectation of continuity of employment.

11.4.2 A casual appointment is entered into by the hour and paid an hourly rate that includes a 25% loading, in lieu of Agreement-based benefits for which a casual employee is not eligible, including all paid leave entitlements (with the exception of long service leave).

11.4.3 A casual appointment may be terminated on one hour's notice by either the employee or the University.

11.4.4 Professional Employees

- (a) Casual Professional Employees are employed on an hourly basis and paid at Step 1 of the appropriate classification level for the work being undertaken, plus a 25% loading.
- (b) The minimum period of engagement for a casual Professional Employee will be three hours, except as follows:
 - (i) for students (including postgraduate students) who are expected to attend the University (including attending remotely) on any day, Monday to Friday, during University teaching weeks (excluding on public holidays), in their capacity as students, a minimum engagement period of one hour will apply;
 - (ii) for employees who have a primary occupation within the University or elsewhere, a minimum engagement period of one hour will apply; and
 - (iii) for employees who are Disability Support Workers, a minimum engagement period of two hours will apply.
- (c) In order to meet personal circumstances, a casual Professional Employee may request a minimum period of engagement of less than three hours if this is suitable for both the employee and the University.

11.4.5 Academic Employees

- (a) The circumstances in which casual appointments will be offered to Academic Employees include:
 - (i) work of an irregular or intermittent nature;
 - (ii) supervision of practical teaching;
 - (iii) covering short-term absences;
 - (iv) provision of employment opportunities to postgraduate students; or
 - (v) provision of industry or professional experience to teaching programs.
- (b) The hourly rates for casual Academic Employees are as set out in Schedule B.

11.5 Concurrent Appointments

11.5.1 Continuing and fixed-term employees may be employed on a casual basis in addition to their substantive continuing or fixed-term appointment, provided that such a concurrent casual appointment includes duties which are distinct from that of the substantive continuing or fixed-term appointment.

11.5.2 A concurrent casual appointment is a distinct and separate appointment and therefore will not be combined as total hours worked with the employee's substantive appointment for the purpose of calculating overtime or other penalty payments.

11.5.3 The employee must consult with their substantive appointment supervisor before engaging in a concurrent casual appointment with consideration of when the proposed work is to be undertaken and any workplace health and safety concerns. Subject to these considerations and operational requirements, the request will not be unreasonably refused.

11.6 Conversion to Continuing Appointments

11.6.1 Fixed-Term Appointments

- (a) In addition to any entitlements to conversion provided by the Act, an employee in a fixed-term position is entitled to apply for conversion to a continuing position and will be offered appointment on a continuing basis, provided that the employee:
 - (i) has completed two years' service in a fixed-term appointment, or had two fixed-term appointments for the same or substantially similar duties; and
 - (ii) has performed satisfactorily in the fixed-term position; and
 - (iii) is employed for the purposes of a specific task or project, or as a replacement employee and the position becomes vacant due to the employee holding the substantive position not returning to that position.
- (b) The University may convert fixed-term positions to continuing positions at any time.
- (c) If a fixed-term position is converted to a continuing position, the incumbent employee will be offered appointment on a continuing basis, provided that the employee:
 - (i) has performed satisfactorily in the fixed-term position; and
 - (ii) was initially appointed to the University through a competitive selection process.
- (d) An employee in a fixed-term position, engaged in accordance with clause 11.2.5(b), is entitled to apply for conversion to a contingent-funded position, subject to the requirements set out in clause 11.6.1(a)(i) and (ii).
- (e) The requirement to have been appointed to the University through a competitive selection process may be waived by the Chief People Officer.

11.6.2 Casual Appointments

(a) Professional Employees

- (i) Casual Professional Employees are entitled to apply for conversion to a continuing position, if they have been employed on a regular or systematic basis in the same or a similar and identically classified position, in the same work area, for a period of at least 12 months.
- (ii) The University may refuse an application for conversion on reasonable grounds which include, but are not limited to:
 - (AA) the employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
 - (BB) the employee is a genuine retiree;
 - (CC) the employee is performing work which will cease to be required or will be performed by a non-casual employee, within 26 weeks from the date of application;
 - (DD) the employee has a primary occupation within the University or elsewhere;
 - (EE) the employee does not meet the essential requirements of the position; or
 - (FF) the work is ad hoc, intermittent, unpredictable, or involves hours that are irregular.

(b) Academic Employees

- (i) Casual Academic Employees are entitled to apply for conversion to full-time or part-time Education Specialist positions as made available by the University, and at least once per year, if they have worked regular and systematic hours for at least four trimester periods across a two-year period immediately preceding the date of their application for conversion, and meet the requirements of the position.
- (ii) The University will create continuing Education Specialist positions during the life of the Agreement.

- (iii) The University may convert casual positions to continuing positions at any time.
- (iv) In addition to the process set out in clause 11.6.2(b)(i), casual Academic Employees are also entitled to apply for conversion to full-time or part-time continuing positions outside the identified annual round above, if they have met the relevant eligibility criteria.
- (v) The University may refuse an application for conversion on reasonable grounds, which include:
 - (AA) the employee is performing work which will cease to be required within 26 weeks from the date of application;
 - (BB) the employee has a primary occupation within the University or elsewhere;
 - (CC) the employee does not meet the essential requirements of the position; or
 - (DD) the work is ad hoc, intermittent, unpredictable, or involves hours that are irregular.

12. Aboriginal and Torres Strait Islander Employment

- 12.1. The University is committed to increasing the educational, employment, training, and career development opportunities for all Aboriginal and Torres Strait Islander Peoples.
- 12.2. The University will develop and continuously improve an Aboriginal and Torres Strait Islander Peoples workforce strategy, with the enduring aims to:
 - (a) support the goal of increasing the employment and participation of Aboriginal and Torres Strait Islander Peoples at all levels and in all organisational areas of the University;
 - (b) maximise Aboriginal and Torres Strait Islander employee development and career opportunities and increase knowledge, job skills, job satisfaction, job security and economic empowerment; and
 - (c) facilitate and encourage the direct involvement of Aboriginal and Torres Strait Islander employees in determining their own employment and career goals, strategies, and ambitions, in accordance with their own aspirations.
- 12.3. An appropriately constituted University management committee which reports to the Vice-Chancellor's Executive will oversee the implementation, review, and monitoring of the strategy, including regular reporting of progress towards the achievement of targets, strategies and activities to the University executive and other bodies, as required.
- 12.4. The University management committee established in accordance with clause 12.3 will consist of representatives from University senior management, local or relevant Aboriginal and Torres Strait Islander communities, Academic and Professional Employees, the Union, the People Portfolio, and other members with relevant knowledge.
- 12.5. The University will set an ambitious target for Aboriginal and Torres Strait Islander employment, to be implemented through the strategy. This target must not be set at below 3.6% of the University's total workforce over the life of the Agreement and will aim to be achieved through growth in the FTE of Aboriginal and Torres Strait Islander employees which will include the use of Identified positions where being Aboriginal and/or Torres Strait Islander is a genuine occupational requirement. The indicative FTE as at 1 January 2023, is 53.8FTE.
- 12.6. Should it become apparent that the target in clause 12.5 may not be met, the University management committee specified in clause 12.3 will review the strategy and identify alternative reasonable options to increase Aboriginal and Torres Strait Islander employment over the life of the Agreement. Any action taken in accordance with this clause will be considered as compliance with clause 12.5 and, as such, the parties agree that a dispute cannot be raised in relation to the target in clause 12.5.
- 12.7. If Aboriginal and Torres Strait Islander employees undertake cultural practices and participate in relevant activities at the request of and on behalf of the University, this will be recognised in their work allocation.

13. Allocation of Work

13.1 General

- 13.1.1 The allocation of work, which includes required intercampus travel, will be fair and reasonable and will recognise the importance of a balance between an employee's work and personal life. The University will take reasonable steps to ensure that employees do not work unreasonable or excessive hours on a regular basis or for extended periods of time.
- 13.1.2 The University will ensure that employees have the opportunity to take annual leave and long service leave in a timely manner.
- 13.1.3 If an employee is absent from work for an extended period of time, work may be reallocated to other employees, including through the reprioritisation of duties and/or engaging replacement employees, to ensure work continues to be allocated fairly and reasonably to affected employees.
- 13.1.4 The University will support employees who wish to contribute to and participate in relevant University initiatives and projects, including diversity and inclusion initiatives, when considering the allocation of work to those employees.
- 13.1.5 While the University's campuses will remain the primary work location of all employees, the University will support all employees to work flexibly, which includes working remotely, and will not unreasonably refuse applications for flexible work.

13.2 Professional Employees

- 13.2.1 Professional Employees will be allocated work which is manageable within the employee's ordinary hours of work (as set out in clause 21) and will not be required to work excessive overtime. No employee will be required to work extended or continuous periods of overtime as a pattern of work allocation.
- 13.2.2 Managers and supervisors, when allocating work to Professional Employees, must consider the operational requirements of the work area in addition to a number of factors, including, but not limited to, the employee's ordinary hours of work, the University's span of hours, rest pauses, meal breaks, overtime and penalty rates, time off in lieu arrangements, and leave entitlements.

13.3 Academic Employees

- 13.3.1 The allocation of work to Academic Employees will be managed in accordance with this clause and the applicable University workload allocation model, which will include all academic activity.
- 13.3.2 The applicable workload allocation model will be reviewed at least every four years. The University will adopt a collegial and evidence-based approach, and will consult with Academic Employees and, where they choose, their Nominated Representative, if changes to an applicable workload allocation model are proposed.
- 13.3.3 The allocation of work to Academic Employees encompasses academic activities in any or all of the following three areas:
 - (a) teaching and teaching-related activities;
 - (b) research and scholarship; and
 - (c) service to the University, community, and profession.
- 13.3.4 To ensure that the work allocated to Academic Employees is fair and reasonable, the work allocation for full-time Academic Employees will not exceed 1702.5 hours per year, or the pro-rata equivalent for part-time Academic Employees. This allocation will be reduced commensurately if the employee takes approved periods of extended leave, such as parental leave or long service leave.
- 13.3.5 Work allocations for individual Academic Employees will be determined annually by the Head of Organisational Unit, or nominee, or the employee's supervisor, in consultation with the employee, and will be timely, transparent, and equitable. The employee and the Head of Organisational Unit, or nominee, or their supervisor, will discuss and agree on an appropriate allocation of teaching and teaching-related activities, research and scholarship, and service, as appropriate.

- 13.3.6 When changes to an Academic Employee's annual work allocation made in clause 13.3.5 are required, an Academic Employee and the University may agree, in writing, to vary the employee's annual work allocation. The Head of Organisational Unit, or nominee, or the employee's supervisor, will consult with the employee and consider the impacts of the change on the employee's indicative leave plan, and teaching, research, or service plans which were agreed during the performance planning and review process, before implementing changes to the employee's annual work allocation.
- 13.3.7 If there is a variation in the annual teaching allocation under clause 13.3.6, the University will adjust the employee's annual work allocation for the following year, accordingly. The variation and resulting adjustment must not have the effect of creating an ongoing need to adjust annual work allocations in future years.
- 13.3.8 Academic Employees will not be required to work on weekends or public holidays without their agreement.
- 13.3.9 Academic Employees engaged in Teaching and Research positions will not normally be required to teach or undertake activities directly related to teaching in more than the equivalent of two trimesters in a calendar year, without their agreement.
- 13.3.10 Academic Employees must ensure they are contactable and reasonably available to ensure the needs of the University and its students are met, which includes, but is not limited to:
- (a) course preparation and convening;
 - (b) attendance at School meetings concerning teaching, research, and organisation matters; and
 - (c) consultation with students.
- Student consultation may include face-to-face meetings and the efficient and timely use of communication technology. The employee must advise students of their availability for student consultation.
- 13.3.11 While travel and off-campus work are normal expectations for many Academic Employees, the University's campuses will remain the primary work location of all Academic Employees.
- 13.3.12 Academic Employees will advise their supervisor when they are working off-campus and will advise their supervisor of any planned leave arrangements for the year as part of the performance planning and review process.
- 13.3.13 The University will regularly monitor annual work allocations.
- 13.3.14 Academic Employees must raise any work allocation concerns with their supervisor and/or Head of Organisational Unit in the first instance to resolve the concerns. If work allocation concerns remain unresolved, they may be escalated to the Relevant Senior Officer for review and resolution.

14. Academic Employee Specialisation

- 14.1 The University is committed to engaging the majority of Academic Employees in Teaching and Research positions, which will receive a minimum workload allocation of 20% for research purposes.
- 14.2 The University may engage Academic Employees in positions which specialise in education or research.
- 14.3 Education Specialist positions include requirements to undertake scholarly teaching and scholarly practice in the relevant discipline, without the requirement to undertake research or scholarship. Academic Employees will receive an appropriate allocation to undertake scholarly activities.
- 14.4 Research Specialist positions include requirements to undertake research work and associated activities, including scholarship, without the requirement to undertake scholarly teaching or scholarly practice.
- 14.5 An Academic Employee, or the relevant Head of Organisational Unit, may initiate discussions regarding specialising in education or research. Following discussions with the employee, and where both parties agree, the employee will be designated as an Education Specialist, or Research Specialist.

Part 3: Salaries and Related Matters

15. Position Classification

15.1 Position Classification Standards

- 15.1.1 The position classification standards applicable to employees are the existing position classification standards for Academic Employees and Professional Employees.
- 15.1.2 These position classification standards form part of this Agreement and are contained in University policy.
- 15.1.3 Employees must not refuse to perform the duties as reasonably required by the University, consistent with the employee's position classification and which the employee is competent to perform, unless performing their duties will cause serious and imminent risk to their health or safety, or to the health or safety of another person.

15.2 Position Classification Review

Normally following the annual performance planning and review process, Professional Employees may request a review of the classification level of their position to a higher classification level, in accordance with the position classification standards. A Professional Employee position will not normally be reviewed more than once in a two-year period.

16. Salaries and Minimum Rates

- 16.1 The minimum salaries and hourly rates payable to employees are set out in Schedule A – C.
- 16.2 The University will pay the following increases to employees over the life of this Agreement, based on the minimum salaries and hourly rates as set out in Schedule A – C:
 - (a) 2%, already paid on 2 July 2022;
 - (b) 5%, effective first full pay period following a successful vote of this Agreement;
 - (c) 2.5%, effective first full pay period after 1 June 2024;
 - (d) 3.5%, effective first full pay period after 1 June 2025; and
 - (e) 3.5%, effective first full pay period after 1 June 2026.

16.3 Apprentices

- 16.3.1 The minimum salary payable to school-based apprentices employed by the University is calculated based on a percentage of the full-time Professional Employee salary rate for Level 3, Step 1, as follows:
 - (a) 1st year, paid at 40%;
 - (b) 2nd year, paid at 55%;
 - (c) 3rd year, paid at 75%; and
 - (d) 4th year, paid at 90%.
- 16.3.2 The minimum salary payable to adult apprentices, is the full-time Professional Employee salary rate for Level 2, Step 1.

16.4 Trainees

Trainees employed by the University will be paid in accordance with the National Training Wage provisions in Schedule E of the [Miscellaneous Award 2020](#), as amended from time to time

17. Incremental Step Progression

- 17.1 This clause does not apply to casual employees.
- 17.2 Employees whose performance is assessed as satisfactory, will receive an annual increase to the next incremental step of their classification level, up to and including the top incremental step within that classification level.

- 17.3 If an employee's performance has not been assessed within a 12-month period, they will automatically increase to the next incremental step of their classification level.
- 17.4 The effective date for incremental step progression is the anniversary of the date of commencement at the relevant classification level, the date of promotion, or the date adjusted to accommodate periods of unpaid leave in excess of one month, taken during that year, excluding periods of unpaid parental leave as provided for in clause 35.1.8.
- 17.5 Accelerated incremental progression to a maximum of two incremental steps may be recommended if the employee's performance consistently and significantly exceeds the requirements of the position.
- 17.6 Fixed-term employees and contingent-funded employees with at least 12 months' continuous service will receive incremental step progression in the same way as continuing employees.

18. Salary Packaging

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

19. Superannuation

- 19.1 Continuing and fixed-term employees will receive employer superannuation contributions of 17% of their ordinary time earnings.
- 19.2 Casual employees are entitled to the minimum employer superannuation contribution as provided for by the *Superannuation Guarantee (Administration) Act 1992*.
- 19.3 The University's default superannuation fund is UniSuper. If an employee fails to notify the University of their choice of alternative compliant superannuation fund into which they wish to receive employer superannuation contributions, or the University is not otherwise required by law to make employer superannuation contributions to an alternative superannuation fund, the University will make employer superannuation contributions to UniSuper.

20. Allowances

- 20.1 Allowances are payable to employees in addition to their ordinary rate, in the following circumstances:

20.2 Higher Duties Allowance

- 20.2.1 This clause does not apply to casual employees.
- 20.2.2 If an employee is required to temporarily perform duties or fill a position classified at a higher level, they will receive their normal salary, plus an allowance equal to the difference between the employee's normal salary and the minimum incremental step within the classification level of the position temporarily being filled by the employee, provided that the employee is required to perform these duties or fill this position for a period of more than:
- (a) nine sequential working days for Professional Employee positions; or
 - (b) 20 sequential working days for Academic Employee positions.

20.3 Overtime Meal Allowance

- 20.3.1 Professional Employees are entitled to receive a meal allowance if they are required to work overtime for more than two hours on a Monday to Friday, or for more than five hours on a Saturday or Sunday.
- 20.3.2 The overtime meal allowance as at 2 July 2022 is \$23.49 and will increase in accordance with salary increases over the life of the Agreement.
- 20.3.3 The overtime meal allowance will not be paid if:

- (a) the employee can reasonably return home for a meal before resuming work;
- (b) at least 24 hours' notice was provided to the employee prior to them working overtime; or
- (c) if a meal is provided by the University.

20.4 On-Call Allowance

- 20.4.1 Professional Employees who are rostered to be on call outside their ordinary hours of work in emergency situations, are entitled to be paid an on-call allowance.
- 20.4.2 The on-call allowance as at 2 July 2022 is:
 - (a) \$14.68 (for recalls on a Monday to Friday)
 - (b) \$29.36 (for recalls on a Saturday, Sunday, or public holidays),
- 20.4.3 The on-call allowance will increase in accordance with salary increases over the life of the Agreement.
- 20.4.4 Employees who are entitled to receive an on-call allowance are required to be contactable and available for duty at all times.

20.5 Aboriginal and Torres Strait Islander Language Allowance

- 20.5.1 In recognition of the importance of Aboriginal and Torres Strait Islander languages, if an employee who is proficient in these languages is required by the University to provide substantial teaching delivered in those languages, or when representing the University in the course of their employment if the use of those languages is required for extended communication purposes, they will be entitled to an annual language allowance of \$3,000.00 per annum.
- 20.5.2 For the purposes of this clause, language proficiency will be determined by confirmation from the relevant Aboriginal and Torres Strait Islander community Elders.

Part 4: Hours of Work and Related Matters

21. Hours of Work

- 21.1 This clause only applies to Professional Employees.
- 21.2 The ordinary hours of work for Professional Employees are 36 hours per week, to be worked within a work cycle not exceeding seven consecutive days.
- 21.3 These ordinary hours may be worked on any consecutive days in the week, Monday to Sunday inclusive, subject to the following:
 - (a) ordinary hours are to be worked in the span between 6:00am and 8:00pm;
 - (b) ordinary hours will not exceed 10 hours per day; and
 - (c) the number of days worked in a seven-day cycle will not exceed five days.
- 21.4 In the case of a full-time employee who has an agreed work cycle other than a five-day Monday to Friday cycle, and whose day off coincides with a public holiday, the employee will be entitled to a day off at a mutually convenient time as agreed with their supervisor.
- 21.5 Employees' starting and ceasing times may be varied by mutual agreement between the employee and their supervisor.
- 21.6 Employees may request to have their ordinary hours of work varied by mutual agreement between the employee and the University. Requests to vary ordinary hours of work will be managed in accordance with clause 9.

22. Breaks

- 22.1 This clause only applies to Professional Employees.

22.2 Paid Rest Breaks

- 22.2.1 Employees who work in excess of three hours per day are entitled to one paid rest break of 20 minutes' duration, to be taken in the first half of the working day. The time taken as a rest break is paid and counts as time worked.
- 22.2.2 Rest breaks are to be taken at a time convenient to the University.

22.3 Unpaid Meal Breaks

Employees will not be required to work more than five consecutive hours without a meal break of at least 30 minutes' duration. The time taken as a meal break is unpaid and does not count as time worked.

23. Penalty Rates

- 23.1 This clause only applies to Professional Employees, including casual Professional Employees.
- 23.2 Penalty rates are payable to Professional Employees who are required to work ordinary hours on weekends, or during certain hours of the day (unless a variation of the employee's ordinary hours is mutually agreed to between the employee and the University in accordance with clause 21.6), and will be paid as follows:
- (a) all ordinary hours worked between the hours of 06:00pm and midnight, Monday to Friday, will be paid at 115% of the employee's ordinary rate;
 - (b) all ordinary hours worked between the hours of midnight and 06:00am, Monday to Friday, will be paid at 130% of the employee's ordinary rate;
 - (c) all ordinary hours worked on a Saturday will be paid at 150% of the employee's ordinary rate; and
 - (d) all ordinary hours worked on a Sunday will be paid at 200% of the employee's ordinary rate.
- 23.3 If a Professional Employee is required to work on a public holiday, overtime rates as set out in clause 24 will apply.

24. Overtime Rates

- 24.1 This clause only applies to Professional Employees, including casual Professional Employees, at or below classification Level 8.
- 24.2 Employees are entitled to payment of overtime if they are required to work:
- (a) on a public holiday; or
 - (b) in excess of:
 - (i) 10 hours per day; or
 - (ii) 36 hours per week.
- 24.3 Overtime will be paid as follows:
- (a) all overtime worked on a Monday to Friday will be paid at 150% of the employee's ordinary rate for the first three hours, and at 200% of the employee's ordinary rate thereafter;
 - (b) all overtime worked on a Saturday will be paid at 150% of the employee's ordinary rate for the first three hours, and at 200% of the employee's ordinary rate thereafter;
 - (c) all overtime worked on a Sunday will be paid at 200% of the employee's ordinary rate; and
 - (d) all hours worked on a public holiday will be paid at 250% of the employee's ordinary rate.
- 24.4 Employees who have worked overtime will be given a minimum break of 10 hours between the time of ceasing work and the time of recommencing work.
- 24.5 If an employee is not provided with a 10-hour break, they are entitled to take a 10-hour break from work without loss of pay, or they will be paid at 200% of their ordinary rate for all ordinary hours worked until they are released from work for at least 10 hours.

- 24.6 If an employee is recalled to work outside their ordinary working hours, to perform work:
- (a) on-site or remotely, not including work which is able to be completed via telephone, they are entitled to a minimum overtime payment of two hours at the appropriate rate set out in clause 24.3; or
 - (b) which is able to be completed via telephone, they are entitled to a minimum overtime payment of one hour at the appropriate rate set out in clause 24.3.
- 24.7 If an employee who is paid an on-call allowance in accordance with clause 20.4, is:
- (a) recalled to work outside their ordinary hours in accordance with clause 24.6, more than once in a day; and
 - (b) the second or subsequent recall periods fall within the original recall period,
- the employee will not receive the minimum overtime payment as set out in clause 24.6 and will instead be paid for actual time worked at the appropriate overtime rate set out in clause 24.3.
- 24.8 If an employee is recalled to work overtime as set out in clause 24.7, they are entitled to take time off from work in lieu of payment, in accordance with clause 26.

25. Non-Cumulative Rates

The casual loading rate set out in clause 11.4.2, the penalty rates set out in clause 23, and the overtime rates set out in clause 24, are non-cumulative. If a Professional Employee is entitled to more than one rate, the employee will be entitled only to the highest single rate.

26. Time Off In Lieu Of Overtime

- 26.1 This clause only applies to Professional Employees.
- 26.2 Professional Employees required to work on public holidays, or in excess of their ordinary hours, are entitled to receive payment at the overtime rates, as set out in clause 24, or may choose to take time off from work in lieu of payment, in accordance with this clause.
- 26.3 Time off in lieu of paid overtime is calculated as follows:
- (a) employees at or below classification Level 8 are entitled to time off in lieu of payment for overtime, calculated in accordance with the relevant overtime rate; and
 - (b) employees at classification Levels 9 and 10 are entitled to time off in lieu of payment for overtime, calculated at an hour-for-hour rate.
- 26.4 Supervisors will ensure employees who are entitled to take time off from work in accordance with this clause, have reasonable opportunity to do so, and will not exert undue influence or undue pressure on the employee in relation to their decision to take, or not to take, time off from work in lieu of payment.
- 26.5 Employees may accrue no more than the equivalent of 72 hours of time off in lieu of paid overtime within a six-month period.
- 26.6 In exceptional circumstances and with the prior approval of the Relevant Senior Officer, an employee's time off in lieu balance may exceed the equivalent of 72 hours within a six-month period.
- 26.7 The University will pay out all accumulated time off in lieu balances at the applicable overtime rate, for employees at or below classification Level 8, during the last full pay period in May and the last full pay period in November each year.
- 26.8 Notwithstanding the provision of clause 26.7, if, at any time after working overtime, an employee at or below classification Level 8 requests to be paid for the overtime worked and has not yet taken the time off from work, the University will pay the employee for the overtime worked, at the applicable overtime rate.
- 26.9 If, on the termination of an employee's employment, an employee at or below classification Level 8 has a time off in lieu balance, the University will pay the employee for the overtime worked at the applicable rate.

Part 5: Leave Entitlements

27. General Conditions

- 27.1 Leave entitlements set out in Part 5 do not apply to casual employees, unless stated otherwise.
- 27.2 All paid leave is calculated at the employee's applicable ordinary rate.
- 27.3 All paid leave is exclusive of public holidays which may occur during the period of paid leave. All unpaid leave is inclusive of public holidays which may occur during the period of unpaid leave.
- 27.4 Part-time employees are entitled to the pro rata equivalent of the applicable full-time leave entitlement.
- 27.5 Employees are required to provide the University with notice of their intention to take leave, as soon as practicable.
- 27.6 The University may require an employee to provide evidence of the reason for which they have taken, or intend to take, leave.
- (a) Specifically, and without limiting the evidentiary requirements under this clause, the University may require an employee to provide evidence of their reason for taking parental leave, personal leave, carer's leave, compassionate leave, family and domestic violence leave, and jury service leave.
 - (b) The evidence required by the University may include, but is not limited to, medical certificates, birth certificates, death certificates (if available), and statutory declarations.
 - (c) Evidentiary requirements for taking leave will be managed in accordance with University policy.
- 27.7 If an employee has displayed a pattern of recurring absences from work through the use of personal leave, carer's leave, or compassionate leave, the University may counsel the employee and require the employee to provide evidence in accordance with clause 27.6.
- 27.8 For the purpose of calculating an employee's eligibility to long service leave, annual leave, and personal leave, unpaid leave up to a period of one month will be recognised as service. Periods of unpaid leave in excess of one month will not be recognised as service.
- 27.9 For the purpose of calculating eligibility for long service leave, annual leave, and personal leave, unpaid leave up to a period of one month, will have no effect on the date of the employee's annual incremental step progression. Periods of unpaid leave in excess of one month, will result in an adjustment to the date of the employee's annual incremental progression by a period equal to the period of unpaid leave.

28. Annual Leave

- 28.1 Annual leave is cumulative and unused annual leave will roll over from year to year.
- 28.2 Employees are entitled to 20 days' paid annual leave per year.
- 28.3 During the closure of the University between 25 December and 1 January in the following year, inclusive, employees (excluding those directed to work) will not be required to utilise their annual leave entitlements.
- 28.4 Employees will be paid an annual leave loading at the rate of 17.5%, of their ordinary rate. The annual leave loading is calculated on the ordinary rate applicable at the time the payment is made.
- 28.5 Employees who receive a higher duties allowance are entitled to annual leave at their current rate of pay at the time of taking the leave.
- 28.6 If an employee becomes ill or suffers an injury during a period of annual leave, they are entitled to personal leave in lieu of annual leave for the period of the illness or injury that exceeds three days. The employee may choose to have their annual leave entitlement extended (subject to operational requirements) or re-credited by the same period.
- 28.7 As part of the performance planning and review process, all employees are required to discuss their indicative leave plan for the year, with their supervisor. Employees and their supervisors are required to ensure that the necessary annual leave requests are submitted and approved in advance of the planned annual leave period.

28.8 If an employee has accumulated an annual leave entitlement of more than four weeks, the employee's supervisor must notify the employee of their excess leave accumulation and must discuss with the employee their intention to take a period of leave to reduce their balance to at least four weeks. The employee may, with the agreement of their supervisor, elect to:

- (a) take a period of leave at a mutually agreeable time;
- (b) receive a cash-out of the annual leave balance in excess of four weeks; or
- (c) take a combination of both leave and a cash-out of leave.

28.9 Following the measures set out in clause 28.8, and if an employee has accumulated an annual leave entitlement in excess of eight weeks:

- (a) the University may direct the employee, in writing, to take up to four weeks' accumulated annual leave; or
- (b) the employee may, with the University's agreement, elect to receive a cash-out of the annual leave balance in excess of four weeks.

The employee will be required to reduce their excess annual leave balance to at least four weeks.

29. Flexible Employment Arrangement

29.1 An employee can apply to take up to an additional four weeks of annual leave per year and receive a corresponding reduction in salary, which would be payable over the full 52 weeks of the year.

29.2 This arrangement is subject to agreement between the employee and their supervisor, and on the needs of the work area. Such arrangements, once approved, will commence at a mutually agreed time for a period of 12 months, which may be extended upon mutual agreement between the employee and their supervisor, ensuring the needs of the work area continue to be met.

29.3 The additional purchased annual leave will normally be taken within the 12-month period in which it accrues.

29.4 If agreement is reached to vary an employee's employment in accordance with this clause, the employee will retain the benefits they have accrued before commencing the flexible employment arrangement and will thereafter accrue benefits at the new part-time rate from the date of commencement of the flexible employment arrangement.

29.5 If an employee's employment ceases, the balance of their accrued annual leave will be paid to them upon termination.

29.6 If an employee commences a flexible employment arrangement, they may choose to maintain, subject to the requirement of the relevant superannuation scheme, their employee and/or employer superannuation contributions on a full-time basis. However, the University will only be obligated to cover the cost of the employer contributions at the relevant part-time rate.

30. Personal Leave

30.1 Personal leave allows an employee time off from work for the purpose as described in the NES. Personal leave is cumulative and unused personal leave will roll over from year to year.

30.2 During the first year of an employee's service with the University, their personal leave entitlement will accumulate in advance.

30.3 Employees are entitled to 10 days' paid personal leave per year.

30.4 If an employee has exhausted their full entitlement to paid personal leave, additional unpaid personal leave may be granted at the discretion of the University.

31. Carer's Leave

31.1 Carer's leave allows an employee to take time off work for the purpose of providing care and support to a member of their immediate family or household, in circumstances where they are ill or injured, or are experiencing an unexpected emergency. Carer's leave is non-cumulative and unused carer's leave will not roll over from year to year.

- 31.2 Employees are entitled to three days' paid carer's leave per year and two days' unpaid carer's leave per occasion.
- 31.3 Casual employees are entitled to two days' unpaid carer's leave per occasion.
- 31.4 Employees who have exhausted their full entitlement to paid carer's leave, are entitled to take personal leave in lieu of carer's leave, for the purpose of providing care and support to a member of their immediate family or household.

32. Compassionate Leave

- 32.1 Compassionate leave allows an employee time off from work if a member of their immediate family or household dies or develops a life-threatening illness or injury. Compassionate leave is non-cumulative and unused compassionate leave will not roll over from year to year.
- 32.2 Employees are entitled to three days' paid compassionate leave per occasion.
- 32.3 Casual employees are entitled to two days' unpaid compassionate leave per occasion.
- 32.4 If an employee requires additional compassionate leave to fulfil cultural requirements or to travel interstate or overseas, paid special leave may be granted upon application.

33. Gender Affirmation Leave

- 33.1 Gender affirmation leave allows an employee time off work for the purpose of affirming their gender, which may include the employee attending medical or other health-related appointments, undergoing surgery, recovering from a medical procedure, or attending to legal matters such as changing their name in University systems and on legal documents, including passports, birth certificates, and licenses. Gender affirmation leave is non-cumulative and unused gender affirmation leave will not roll over from year to year.
- 33.2 Employees are entitled to 20 days' paid gender affirmation leave per year.

34. Family and Domestic Violence Leave

- 34.1 Family and domestic violence leave allows an employee time off work for the purpose as described in the NES. Family and domestic violence leave is non-cumulative and unused family and domestic violence leave will not roll over from year to year.
- 34.2 Employees (including casual employees) are entitled to 10 days' paid family and domestic violence leave per year, and five days' unpaid family and domestic violence leave per year.
- 34.3 Employees who have exhausted their full entitlement to paid and unpaid family and domestic violence leave, are entitled to take personal or carer's leave in lieu of family and domestic violence leave.

35. Parental Leave

35.1 General Conditions

- 35.1.1 Parental leave allows an employee time off from work if they or their partner gives birth, if they or their partner adopts a child, or if they are the Primary Caregiver in relation to the child. Parental leave is non-cumulative and unused parental leave will not roll over from year to year.
- 35.1.2 Continuing and fixed-term employees who have completed at least 12 months' continuous service with the University are entitled to parental leave, if they:
 - (a) are the parent and Primary Caregiver of a newborn child; or
 - (b) are the parent and Primary Caregiver of an adopted child under 16 years of age who has not, or will not have, lived continuously with the employee for a period of at least six months at the day of placement, and is not (otherwise than because of the adoption) a child of the employee or the employee's partner.

- 35.1.3 Casual employees who have completed at least 12 months' continuous service with the University, and who have a reasonable expectation of ongoing employment, are entitled to 12 months' unpaid parental leave in accordance with the NES.
- 35.1.4 Continuing and fixed-term employees who have completed less than 12 months' continuous service with the University, as at the actual or anticipated date of birth or date of placement, are entitled to 26 weeks' unpaid parental leave, if they:
- (a) are the birth parent and Primary Caregiver of a newborn child; or
 - (b) are the adoptive parent and Primary Caregiver of an adopted child under 16 years of age who has not, or will not have, lived continuously with the employee for a period of at least six months at the day of placement, and is not (otherwise than because of the adoption) a child of the employee or the employee's partner.
- 35.1.5 If an employee's fixed-term appointment expires during a period of paid parental leave, the employee's parental leave will cease on the termination date.
- 35.1.6 All parental leave will be taken in accordance with the relevant University policy. Nothing in this clause prevents an employee from accessing unpaid parental leave in accordance with the NES.
- 35.1.7 Employees who meet the eligibility criteria for unpaid parental leave under the NES may request an additional period of up to 12 months' unpaid parental leave.
- 35.1.8 Notwithstanding the provisions of clause 27.8 and 27.9, if an employee takes a period of approved unpaid parental leave within 12 months of the birth or adoption of a child:
- (a) approved unpaid parental leave will not constitute a break in service and will have no effect on the employee's annual incremental step progression; and
 - (b) the University will continue all superannuation contributions which would normally have been paid to the employee's superannuation fund, had the employee not been on unpaid leave.
- 35.1.9 The University will apply the employee's average service fraction in the 12-month period immediately prior to the commencement of paid parental leave when calculating an employee's Ordinary Salary, for the purposes of parental leave.

35.2 Individual Employees

- 35.2.1 This clause applies if either the birth parent or their partner, or the adoptive parent or their partner, is employed with the University. If both the birth parent and their partner, or both the adoptive parent and their partner, are employed with the University, clause 35.3 will apply instead.
- 35.2.2 The birth parent or the adoptive parent is entitled to 14 weeks' paid parental leave upon the birth or adoption of a child, and an additional 12 weeks' paid parental leave for the purposes of providing care to the newborn or adopted child as the Primary Caregiver of the child.
- 35.2.3 If the partner of the birth parent or the partner of the adoptive parent is the Primary Caregiver of the child, they are entitled to 26 weeks' paid parental leave, for the purposes of providing care to the newborn or adopted child subject to the provisions of clause 35.2.4.
- 35.2.4 The period of paid parental leave available to an employee who is the partner of the birth parent or the partner of the adoptive parent, and the Primary Caregiver of the child, will be proportionately reduced by the period of paid parental leave the birth parent or adoptive parent receives from another employer. The employee will be required to produce appropriate evidence that the birth parent or adoptive parent has ceased to be the Primary Caregiver.
- 35.2.5 If the partner of the birth parent or the partner of the adoptive parent is not the Primary Caregiver of the child, they are entitled to two week's paid parental leave upon the birth or adoption of a child.

35.3 Employee Couples

- 35.3.1 This clause applies if both the birth parent and their partner, or if both the adoptive parent and their partner, are employed with the University. If only the birth parent or their partner, or only the adoptive partner or their partner, are employed with the University, clause 35.2 will apply instead.
- 35.3.2 If both members of the employee couple meet the eligibility requirements for parental leave, they are entitled to a maximum of 28 weeks' paid parental leave between them, provided that:
- (a) the employee couple's total parental leave entitlement (paid and unpaid) will not normally exceed a maximum of 24 months; and
 - (b) only one member of the employee couple may access the parental leave as a Primary Caregiver at a time. That is, paid parental leave for the purposes of providing care to the newborn or adopted child as the Primary Caregiver, cannot be taken by both members of the employee couple at the same time.
- 35.3.3 Notwithstanding the provisions of clause 35.3.2, if either member of the employee couple has not completed at least 12 months' continuous service with the University, both members of the employee couple will be treated as individual employees under clause 35.1.4 and 35.2.

35.4 Special Parental Leave

- 35.4.1 Employees who are eligible for parental leave, are entitled to up to six weeks' paid special parental leave in the case of:
- (a) a stillbirth; or
 - (b) a miscarriage from 26 weeks' pregnancy, onwards; or
 - (c) infant death during the first 24 months of life.
- 35.4.2 Eligible employees are entitled to up to 12 months' unpaid parental leave in the situations listed in clause 35.4.1.

35.5 Pre-Adoption Leave

- 35.5.1 An individual employee who seeks to adopt a child is entitled to two days' unpaid pre-adoption leave to attend relevant interviews or examinations as part of the adoption process, which must be taken before the date of placement of the child. Pre-adoption leave can be taken in a single continuous period, or as separate periods of full or part days each.
- 35.5.2 An employee couple who seeks to adopt a child is entitled to four days' unpaid pre-adoption leave between them, which must be taken in accordance with clause 35.5.1.

35.6 Second or Subsequent Child

Nothing in this clause prevents an employee from accessing parental leave in relation to the birth or adoption of a second or subsequent child, on the same conditions as set out in this clause, provided the employee is eligible for parental leave under this clause.

35.7 Returning to Work

- 35.7.1 If significant changes to the employee's position, or the duties of their position, occur during a period of parental leave, the University will consult with the employee prior to the implementation of such changes.
- 35.7.2 At the end of the parental leave period, an employee may return to work on a full-time basis or apply to return to work on a part-time basis, subject to the operational needs of the University.
- 35.7.3 Wherever possible, the employee will return to the same position and classification level as that prior to taking parental leave. If organisational circumstances prevent this, the employee will be, wherever possible, placed in a position of equal classification, taking into account the employee's qualifications, skills and experience.

36. Long Service Leave

- 36.1 Long service leave is granted to employees in recognition of their service after the completion of 10 years' paid continuous service with the University. Long service leave is cumulative and will roll over from year to year.
- 36.2 Employees are entitled to 13 weeks' paid long service leave, accrued at the rate of 1.3 weeks per completed year of continuous service and a proportionate amount for a part or incomplete year upon completion of 10 years' continuous service. Long service leave will be paid at the ordinary rate applicable at the commencement of the leave.
- 36.3 A casual employee will be entitled to long service leave as long as their employment meets the definition of Continuous Service, in accordance with the *Queensland Industrial Relations Act 1999*.
- 36.4 The amount payable to a casual employee for long service is calculated using the following formula:
- $$\frac{\text{Actual Service}}{52} \times \frac{13}{10} \times \text{ordinary hourly rate}$$
- 36.5 The University may agree with casual employees that their entitlement to long service leave may be taken in the form of a full-time equivalent.
- 36.6 If a casual employee with Continuous Service is subsequently appointed on a fixed-term or continuing basis, such Continuous Service as a casual employee will count as service for accrual for long service leave, and credit for that service will be calculated in accordance with this clause.
- 36.7 Upon the resignation, termination, or retirement of an employee, they are entitled to receive payment of their accrued long service leave balance in lieu of taking long service leave. In the event of the employee's death, their accrued long service leave balance will be paid to their estate.
- 36.8 Eligible employees may apply to take their long service leave entitlement in one continuous period or in several periods of at least two weeks at a time. Employees may also request a cash-out equivalent of leave, or a combination of both leave and a cash-out equivalent of leave. In exceptional circumstances, the employee may be allowed to take a minimum of one week's long service leave.
- 36.9 Eligible employees may, subject to operational requirements, apply to take an extended period of long service leave calculated on a pro-rata portion of their ordinary rate (instead of being calculated on their full rate).
- 36.10 Eligible employees will be allowed to take long service leave at the time of their choosing, provided they have given the University at least six months' notice, in writing. Upon mutual agreement between the employee and the Head of Organisational Unit, the Head of Organisational Unit may waive the notice requirement.
- 36.11 If an employee has accrued a long service leave entitlement of 18 weeks or more, the employee may be directed, in writing, to reduce the balance of their long service leave to less than 18 weeks by:
- (a) taking a period of leave within the following 12-month period;
 - (b) electing to receive a cash-out equivalent to a minimum of two weeks' long service leave entitlement; or
 - (c) taking a combination of both leave and a cash-out of leave.
- 36.13 The University will recognise prior service for the purpose of calculating the long service leave entitlements of a new employee, subject to the following:
- (a) this clause does not apply to casual employees;
 - (b) only paid continuous service on a full-time or part-time basis with another Australian university or inter-university body will qualify as service;
 - (c) if the employee has taken a period of long service leave or has been paid in lieu of long service leave, such period will be deducted from any entitlement due to the employee;
 - (d) the University has discretion in relation to the recognition of any other service which had been recognised by the releasing university or inter-university body; and

- (e) the employee will normally be required to serve three years with the University before being eligible to take accrued long service leave, or to be paid in lieu of taking long service leave.

37. Aboriginal and Torres Strait Islander Cultural and Ceremonial Leave

- 37.1 Aboriginal and Torres Strait Islander cultural and ceremonial leave allows Aboriginal and Torres Strait Islander employees time off from work for the purpose of fulfilling Aboriginal and Torres Strait Islander Cultural and Ceremonial Responsibilities. Aboriginal and Torres Strait Islander cultural and ceremonial leave is non-cumulative and unused leave will not roll over from year to year.
- 37.2 Eligible employees are entitled to 10 days' paid and 15 days' unpaid Aboriginal and Torres Strait Islander cultural and ceremonial leave per year.
- 37.3 Eligible employees may elect to take annual leave in lieu of unpaid Aboriginal and Torres Strait Islander cultural and ceremonial leave.
- 37.4 Eligible employees may apply for special leave in accordance with clause 41, in addition to the leave set out in this clause, for the purposes of fulfilling Aboriginal and Torres Strait Islander Cultural and Ceremonial Responsibilities.

38. Jury Service Leave

- 38.1 Jury service leave allows an employee time off from work for the purpose of attending jury selection and participating in jury duty.
- 38.2 Employees (excluding casual employees) are eligible for paid jury service leave, calculated as the difference between any payment the employee receives from the court (excluding any expense-related allowances) and the employee's ordinary rate during the period they are required to participate in jury selection and jury duty.
- 38.3 Casual employees are eligible for unpaid jury service for the period they are required to participate in jury selection and jury duty.
- 38.4 If an employee participates in court proceedings as an expert witness, they can apply for special leave in accordance with clause 41.

39. Defence Force Reserve Training Leave

- 39.1 Defence Force Reserve training leave allows an employee who is a member of the Defence Force Reserves time off work for the purpose of attending annual training camps. Defence Force Reserve training leave is non-cumulative and unused leave will not roll over from year to year.
- 39.2 Employees are entitled to 16 days' paid Defence Force Reserve training leave per year, or 18 days' paid Defence Force Reserve training leave per year, upon certification by the relevant Commanding Officer.

40. Workplace Relations Leave

- 40.1 Workplace relations leave allows employees time off from work for the purpose of attending relevant workplace relations training and/or to conduct official Union business. Workplace relations leave is non-cumulative and unused leave will not roll over from year to year.
- 40.2 Employees are entitled to five days' paid workplace relations leave per year. The cost of the workplace relations training will be at the expense of the employee.
- 40.3 Employees who are office bearers or elected representatives of a Union, are entitled to a further five days' paid workplace relations leave per year for the purpose of conducting official union business, such as meetings of State, Territory, or National Union bodies, which require the attendance of the employee.

41. Special Leave

- 41.1 Special leave allows an employee time off from work if they have exhausted their full leave entitlements to paid and unpaid leave as provided for in this Agreement.

- 41.2 Special leave can be paid or unpaid and is at the discretion of the University.
- 41.3 In exceptional circumstances:
- (a) a period of paid special leave may be approved; and/or
 - (b) a period of special leave may be approved if the employee's other leave entitlements have not been exhausted.
- 41.4 Special leave (paid or unpaid) is also available to Aboriginal and Torres Strait Islander employees who require additional leave for the purpose of fulfilling Aboriginal and Torres Strait Islander Cultural and Ceremonial Responsibilities.

42. Substitution of Australia Day

- 42.1 Employees (including casual employees) may substitute the annual Australia Day public holiday for an alternate day in the same year, subject to genuine operational requirements and agreement with their supervisor.
- 42.2 Employees who receive approval to work on the Australia Day public holiday at their request, are not entitled to the payment of overtime rates.

Part 6: Performance Development and Management

43. Performance Planning and Career Development

43.1 Performance Planning and Review

- 43.1.1 Planning for an employee's career development and training is a shared and ongoing responsibility between the employee and their supervisor, normally formalised through the University's performance planning and review process.
- 43.1.2 There is an expectation that supervisors will provide employees with regular informal feedback on their performance and will manage performance matters promptly and fairly.
- 43.1.3 Student feedback surveys are primarily used for course quality assurance purposes. They may be discussed as a part of the annual performance and planning review process and will not normally be used as the sole basis for initiating the unsatisfactory performance process in clause 46.
- 43.1.4 The University's performance planning and review process is managed in accordance with the relevant policy.

43.2 Academic Promotion

- 43.2.1 Academic Employees will be eligible to participate in one round of academic promotion per year.
- 43.2.2 The academic promotion process is managed in accordance with the relevant University policy.

43.3 Professional Development

- 43.3.1 The University will offer training and development programs to support and encourage employees to develop their skills, broaden their experience, improve their performance, and improve their future career opportunities, within budgetary constraints. Training and development opportunities will normally be identified through the University's performance planning and review process.
- 43.3.2 The University may provide opportunities for Academic Employees to take a period of release from normal duties to improve teaching skills and scholarship, undertake research, creative work, or clinical innovation, in accordance with University policy.
- 43.3.3 Employees undertaking an approved program of study may receive study assistance from the University, in accordance with University policy.

44. Probation

44.1 Probation is managed in accordance with the relevant University policy.

44.2 Probationary Periods

44.2.1 All continuing and fixed-term employees will, from the commencement date of their appointment, be subject to a maximum probationary period as set out in this clause.

44.2.2 Continuing appointments will be subject to the following maximum probationary periods:

Employee Classification	Probationary Period
Professional Employees	6-months
Academic Employees	3-years

44.2.3 Fixed-term appointments will be subject to the following maximum probationary periods:

- (a) In the case of an initial fixed-term appointment of one year or less, a maximum probationary period of three months will apply.
- (b) In the case of an initial fixed-term appointment of more than one year, a probationary period of normally one-third of the fixed-term appointment will apply, subject to the maximum probation periods in clause 44.2.2.
- (c) Subsequent fixed-term appointments for the same or substantially similar work, will not be subject to a probationary period.

44.2.4 Casual appointments are not subject to a probationary period.

44.2.5 The probationary period may be shortened or waived, having regard to the employee's prior service, qualifications, and experience.

44.3 Termination During Probationary Period

44.3.1 The University may terminate an employee's appointment on the grounds of unsatisfactory performance, at any time during the probationary period.

44.3.2 Employees may elect to appoint a Nominated Representative at any stage of the process set out in this clause.

44.3.3 If an employee's performance is found to be unsatisfactory during the probationary period, a recommendation to terminate the employee's appointment may be made to the Relevant Senior Officer before the expiry of the probationary period.

44.3.4 If a recommendation is made to terminate an employee's appointment during the probationary period, the University will notify the employee and provide the employee with any adverse material upon which the recommendation is based.

44.3.5 The Employee will be provided with an opportunity to respond to the recommendation, and the Relevant Senior Officer will consider any response provided by the employee before making a decision to terminate the employee's appointment. If the employee fails to provide a response within the required timeframe, the Relevant Senior Officer may make a decision on the materials available to them.

44.3.6 If the Relevant Senior Officer decides to terminate the employee's appointment during the probationary period, the University will provide the employee with the following notice period, or payment in lieu of notice:

Employee Classification	Notice Period
Professional Employees	2-weeks

Academic Employees (continuing)	4-months
Academic Employees (fixed-term):	
Less than 1-year	6-weeks
More than 1-year and less than 2-years	10-weeks
More than 2-years and less than 3-years	12-weeks
More than 3-years and up to 5-years	16-weeks

44.4 Resignation During Probationary Period

Employees may resign from their appointment at any time during the probationary period by providing the University with the appropriate notice period in accordance with clause 44.3.6.

45. Managing Ill Health

- 45.1 This clause does not apply to casual employees.
- 45.2 The Chief People Officer may require an employee, whose capacity to perform the duties of their position is in doubt, to undergo an independent medical examination by a relevant medical specialist chosen by the University, at the expense of the University.
- 45.3 The Chief People Officer will provide the employee with at least two months' written notice that a medical examination is required and will provide the employee with the date and relevant details of the medical examination.
- 45.4 If an employee elects to apply to their superannuation fund, prior to the expiry of the notice period in clause 45.3, for ill-health retirement or a temporary disability benefit (or a similar incapacity benefit) in accordance with the rules of the superannuation fund, the requirement for a medical examination under clause 45.2 will be suspended, subject to clause 45.5.
- 45.5 If the superannuation fund determines that the employee is ineligible for ill-health retirement or temporary disability benefit, the Chief People Officer may proceed under this clause without further recourse to the provisions of clause 45.4.
- 45.6 In assessing the employee's capacity to perform their duties, the medical specialist appointed in accordance with clause 45.2 will, as far as possible, apply the same standards as are used by the employee's superannuation fund in determining qualification for the payment of a disablement pension or other similar incapacity benefit.
- 45.7 A copy of the medical specialist's report will be made available to the Chief People Officer and to the employee.
- 45.8 If the medical examination reveals that the employee is unable to perform their assigned duties and is unlikely to be able to resume them within a reasonable period, being at least 12 months, the Relevant Senior Officer will give notice to the employee of the University's intent to terminate the employee's employment on the grounds of ill health.
- 45.9 Prior to taking action to terminate the employment of the employee under this clause:
- (a) the Relevant Senior Officer may offer the employee an opportunity to submit a resignation and, if such a resignation is offered, will accept it, and take no further action under this clause; or
 - (b) the employee may choose to undergo a second independent medical examination by a relevant medical specialist at the employee's own expense. The employee will inform the University of their intent to undergo a second medical examination within five working days of receipt of the report as outlined in clause 45.7.

- 45.10 The right of the employee to undergo a second independent medical examination is subject to the following:
- (a) unless otherwise agreed, the appointment must occur within a maximum of three months following the University's notification of intent to terminate employment;
 - (b) the employee will provide the University with evidence of their appointment within four weeks of notification as per clause 45.9; and
 - (c) the employee will continue to be paid for this initial four-week period after which the employee will be entitled to take accrued leave entitlements or leave without pay as required, until the outcome of the second independent medical is known.
- 45.11 The University will give consideration to any second medical specialist's report the employee presents and will inform the employee of the outcome of the process.
- 45.12 If, at any stage of this process, the employee fails to undergo a medical examination upon written notice to do so, the Relevant Senior Officer may construe this failure as evidence at face value that the employee will be unable to perform their duties and may terminate their employment on the grounds of ill health.
- 45.13 If the employee's employment ceases due to ill health, the number of years of continuous service required to have been completed by the employee before being entitled to long service leave, will be five years.

46. Managing Unsatisfactory Performance

- 46.1 This clause does not apply to casual employees or probationary employees.
- 46.2 The management of unsatisfactory performance, and any decision by the University to take Disciplinary Action against an employee for unsatisfactory performance, will be managed in accordance with this clause.
- 46.3 An employee who is subject to an unsatisfactory performance process under this clause, may elect to appoint a Nominated Representative at any stage of the process set out in this clause.

46.4 Performance Improvement Plan

- 46.4.1 If a supervisor is of the view that an employee's performance is unsatisfactory, the supervisor and the employee will attempt to resolve the performance concerns through a counselling process.
- 46.4.2 The supervisor will provide the employee with copies of all documentation relating to the unsatisfactory performance and counselling.
- 46.4.3 A Performance Improvement Plan (**PIP**), which may include support, training, and development programs to support improvement in the employee's performance, will be developed in consultation with the employee at the time of discussion and set out the timeframe within which improvement is required.
- 46.4.4 If, following the timeframe for improvement set out in the PIP, the supervisor is of the view that the employee's performance has not improved, the supervisor may either:
- (a) modify the PIP and/or extend the timeframe for improvement; or
 - (b) refer the matter to their Head of Organisational Unit to commence formal action.

46.5 Formal Action

- 46.5.1 The Head of Organisational Unit will provide the employee with a written notice of unsatisfactory performance:
- (a) setting out specific aspects of the employee's performance which are considered unsatisfactory and the improvements in performance required;
 - (b) specifying a period within which the employee's performance is required to improve (this period will be reasonable, having regard to the nature of the unsatisfactory performance);
 - (c) notifying the employee that, at the end this period, their performance will be reviewed;
 - (d) specifying any support and/or development activities to be made available to the employee during the review period; and

- (e) providing the employee with copies of documents relating to the notice of unsatisfactory performance.
- 46.5.2 If, following the review period, the supervisor is of the view that the employee's performance remains unsatisfactory, the supervisor will submit a report through their Head of Organisational Unit to the Relevant Senior Officer, which will include:
- (a) a copy of all relevant information, including the notice of unsatisfactory performance;
 - (b) any response provided by the employee;
 - (c) a clear statement of the aspects of the employee's performance which remain unsatisfactory; and
 - (d) the Head of Organisational Unit's recommendation on whether or not Disciplinary Action is warranted.
- 46.5.3 The Head of Organisational Unit will provide the employee with a copy of their report at the same time as providing their report to the Relevant Senior Officer.
- 46.5.4 The employee will be provided with an opportunity to respond to the Head of Organisational Unit's report and recommendation within ten working days from receipt of the report and will submit their response, in writing, to the Relevant Senior Officer which may include a request for a review in circumstances outlined in clauses 46.5.5 and 46.5.6.
- 46.5.5 Where termination of employment is recommended by the Head of Organisational Unit, the employee can request that the matter be referred to an Executive Employee from another area of the University for review. The Executive Employee will have no conflict of interest in the matter.
- 46.5.6 The Executive Employee will review all relevant documentation and provide advice to the Relevant Senior Officer as to whether the processes, as listed above, have been followed and that the employee has been afforded procedural fairness and has had fair and reasonable opportunities to improve their performance.

46.6 Decision

- 46.6.1 The Relevant Senior Officer will consider all documentation, including any written response provided by the employee, and will review the process to ensure the steps set out in clause 46.4 and clause 46.5 have been followed, before making a decision under this clause.
- 46.6.2 If the Relevant Senior Officer determines that Disciplinary Action is not warranted, or that the employee has not been provided with appropriate counselling and/or opportunity to improve their performance, the Relevant Senior Officer will refer the matter back to the Head of Organisational Unit with instructions, to either follow the process as set out in this clause, or discontinue the process.
- 46.6.3 If the Relevant Senior Officer determines that Disciplinary Action is warranted, and that the employee has been provided with appropriate counselling and opportunity to improve their performance, the Relevant Senior Officer will inform the employee, their supervisor, and the Head of Organisational Unit, in writing, of their decision and the reasons for the decision regarding Disciplinary Action.

47. Managing Misconduct or Serious Misconduct

- 47.1 This clause does not apply to casual employees or probationary employees.
- 47.2 All decisions to take Disciplinary Action against an employee for Misconduct or Serious Misconduct will be made in accordance with this clause.
- 47.3 Employees who are subject to allegations of Misconduct or Serious Misconduct may elect to appoint a Nominated Representative at any stage of the process set out in this clause.

47.4 Investigation

- 47.4.1 Before a decision is made whether or not to take Disciplinary Action against an employee on the grounds of alleged Misconduct or Serious Misconduct, the University will undertake an independent internal and/or external, depending on the nature of the allegations, investigation of the allegations against the employee in accordance with its policies and procedures.

- 47.4.2 The principles of procedural fairness and natural justice will be observed in the University's investigation of the allegations and in the subsequent decision-making process.
- (a) The University will notify the employee in writing, setting out the allegations in sufficient detail to enable the employee to understand the nature of the allegations, and to properly consider and respond to the allegations.
 - (b) The employee will be provided with any information relevant to the allegations, which will form part of the decision-making process.
 - (c) The employee will be provided with an opportunity to submit a written response to the allegations, including any materials they wish to submit for consideration in the decision-making process, within 10 working days of being notified of the allegations.
- 47.4.3 Upon the recommendation of the Chief People Officer, the Relevant Senior Officer may suspend the employee, with or without pay, at any stage in this process, in accordance with the relevant University policies and procedures.

47.5 Decision

- 47.5.1 If the allegations are admitted by the employee at any stage of the process, and the Chief People Officer is of the view that the admitted conduct amounts to Misconduct or Serious Misconduct, the Chief People Officer will refer the matter to the Relevant Senior Officer to make a decision in accordance with this clause.
- 47.5.2 On receipt of the investigation report, the Relevant Senior Officer will consider whether or not Disciplinary Action is warranted against the employee.
- (a) If the Relevant Senior Officer is of the view that the allegations of Misconduct or Serious Misconduct have not been substantiated, the Relevant Senior Officer will advise the employee, in writing, of their decision.
 - (b) If the Relevant Senior Officer is of the view that the allegations of Misconduct or Serious Misconduct have been substantiated, or if the allegations have been admitted by the employee at any stage of the process, the Relevant Senior Officer may take Disciplinary Action against the employee and will advise the employee, in writing, of their decision.

47.6 Other Matters

- 47.6.1 If the employee has been suspended without pay pending the Relevant Senior Officer's decision, any lost income will be reimbursed if the alleged Misconduct or Serious Misconduct has not been substantiated.
- 47.6.2 If, at any stage in the process, the employee offers to resign with immediate effect, their resignation will be accepted by the Chief People Officer and no further action will be taken against the employee under this clause.
- 47.6.3 This clause does not constrain the University in any way from carrying out other investigations or reporting the allegations to an external organisation (such as the Crime and Corruption Commission) when required in the public interest or by law.
- 47.6.4 The Relevant Senior Officer's decision under this clause is final, except that nothing in this clause will be construed as excluding the jurisdiction of any relevant court or tribunal.

Part 7: Consultation and Change

48. Consultation

- 48.1 A Consultative Committee will be established and will meet at least four times per year. The composition of the Consultative Committee will be:
- (a) two University representatives nominated by the Vice-Chancellor; and
 - (b) two Union representatives.

- 48.2 The Consultative Committee will act as a forum for consultation regarding the application of this Agreement, and in relation to policy changes affecting the conditions and benefits of employment.
- 48.3 Employees nominated as Union representatives to the Consultative Committee will be provided an appropriate work allocation for the time spent preparing for and attending Consultative Committee meetings.

49. Managing Change

49.1 Major Change

- 49.1.1 This clause applies if the University has made a decision to propose a major change to production, program, organisational structure, or technology, that is likely to have a significant effect on employees.
- 49.1.2 This clause does not apply if two positions or less are identified as surplus to the University's requirements. In this case, the University will consult directly with affected employees and, where chosen, their Nominated Representative, on the nature of the change and the effect the change is likely to have on the employee.
- 49.1.3 Affected employees may elect to appoint a Nominated Representative for the purpose of consultation in relation to the processes referred to in in this clause and must notify the University of the identity of their Nominated Representative.
- 49.1.4 A major change which is likely to have a significant effect on employees includes any of the following:
- (a) redundancy of more than two positions;
 - (b) major changes in the composition, operation or size of the University's workforce, or in the skills required;
 - (c) significant alteration of hours of work;
 - (d) the need for significant skills retraining; and
 - (e) position restructuring.
- 49.1.5 If this Agreement makes provision for variation of any of the matters referred to in clause 49.2, the variation is deemed not to have a significant effect on employees and does not constitute a major change.
- 49.1.6 If the University has made a decision to propose a major change, the University will notify all employees who may be affected by the decision and, as soon as practicable after making its decision, commence consultation with affected employees.
- 49.1.7 The University will notify affected employees by providing them with a proposal, in writing, setting out the details of the change.
- 49.1.8 The change proposal will include all relevant information about the change, including:
- (a) the nature of the change;
 - (b) the effect the change is likely to have on employees; and
 - (c) measures the University is taking to avert or mitigate any adverse effect of the change on employees.
- 49.1.9 Affected employees, and/or their Nominated Representatives, will be provided with an opportunity to provide a response to the change proposal during a consultation period of at least 10 working days.
- 49.1.10 The University will promptly and genuinely consider any responses received from affected employees, and/or their Nominated Representatives, during the consultation period.
- 49.1.11 Following the consultation period, the University will notify affected employees and, where chosen, their Nominated Representative, of the outcome of its decision, and provide feedback on the responses received.
- 49.1.12 If the outcome of the decision to propose a major change involves positions becoming surplus to requirements, the provisions in relation to redundancy will apply.

49.2 Roster Change

- 49.2.1 If the University proposes a change to the regular roster or ordinary hours of work of an employee, the University will consult with the affected employee and, where they choose, their Nominated Representative, prior to that change taking effect.
- 49.2.2 For the purposes of this clause, consultation includes:
- (a) providing affected employees with relevant information about the change, including the nature of the change and the likely effects of the change;
 - (b) providing affected employees with an opportunity to give feedback about the impact of the change; and
 - (c) giving prompt and genuine consideration to feedback received from affected employees.

50. Outsourcing

- 50.1 The University will endeavour to maintain the employment of existing employees, wherever possible, through its workforce planning initiatives which may include offering ongoing employment opportunities to existing employees.
- 50.2 If the University proposes to outsource any existing services, the provisions of clause 49 and 53 will apply.

Part 8: Cessation of Employment

51. Termination

- 51.1 All decisions to terminate the employment of an employee, must be made in accordance with this Agreement.

51.2 Termination without Notice

The University may terminate without notice, the employment of an employee found to have engaged in Serious Misconduct such that it would be unreasonable to require the University to continue the employee's employment.

51.3 Abandonment of Employment

- 51.3.1 Employees are required to provide the University with notice of any unapproved absence from work, as soon as practicable, and must provide the University with a reasonable explanation for their unapproved absence within 10 sequential working days of the start of the unapproved absence period.
- 51.3.2 If an employee is absent from work for more than 10 sequential working days, without prior notice and approval, and without providing the University with a reasonable explanation for their absence, they will be deemed to have abandoned their employment.
- 51.3.3 Within the 10-day period, the University will make reasonable efforts to contact the employee and notify them of their obligations under this clause, prior to the employee being deemed to have abandoned their employment.
- 51.3.4 If an employee is deemed to have abandoned their employment, the University will be entitled to terminate their employment on that basis.
- 51.3.5 If an employee is terminated on the grounds of abandonment of employment, the period of absence without prior notice or approval referred to in clause 51.3.2, will be included in the calculation of the applicable notice period as set out in clause 51.4.2.

51.4 Notice Periods

- 51.4.1 The notice periods set out in this clause do not apply to casual employees, probationary employees, employees who have engaged in Serious Misconduct, or employees whose position is made redundant.
- 51.4.2 If an employee's employment is terminated, the University will provide the employee notice of termination, as follows:

Employee Classification	Notice Period
Professional Employees	5-weeks
Academic Employees	4-months

51.4.3 At the discretion of the University, payment may be made in lieu of notice. Payment in lieu of notice will be calculated on the employee's Ordinary Salary at the date of termination.

52. Resignation

52.1 Employees are required to provide the University with notice of their resignation in accordance with the notice periods set out in clause 51.4.2.

52.2 At the discretion of the University, the employee may be allowed to provide the University with a shorter notice period.

52.3 If an employee fails to provide the required notice of resignation, the University may withhold monies due to the employee to a maximum amount equal to the employee's ordinary rate of pay for the period of notice not provided.

53. Redundancy

53.1 This clause does not apply to casual, fixed-term, or contingent-funded employees.

53.2 Employees may elect to appoint a Nominated Representative at any stage of the process set out in this clause.

53.3 The University will endeavour to utilise natural attrition and voluntary measures, wherever possible, if positions are deemed surplus to requirements.

53.4 Voluntary Redundancy

53.4.1 If a decision is made that positions are surplus to requirements, the University will, wherever practicable, manage the reduction in positions through a voluntary process by seeking expressions of interest from employees interested in voluntary redundancy.

53.4.2 Affected employees will be notified of the arrangements for the expressions of interest process.

53.4.3 The Relevant Senior Officer will, having regard to operational requirements, consider the expressions of interest received from affected employees and will make a decision whether to accept or deny each expression of interest for voluntary redundancy.

53.4.4 An employee whose expression of interest is accepted will be regarded as having elected early separation and the redundancy benefits as set out in clause 53.9 will apply. The employee will be notified of the date of effect and the redundancy benefits payable.

53.5 Involuntary Redundancy

53.5.1 In the event that a voluntary redundancy process is unable to be undertaken or it does not achieve the required staffing reductions, and a decision is made to declare an identified position or positions surplus to requirements, the Relevant Senior Officer will notify affected employees in writing.

53.5.2 In the case of a staffing reduction of identical roles, this notification will only be issued following a merit-based selection process against the relevant position description of all remaining staff possibly affected. Such advice will constitute the official notification to the affected employee that their position is being made redundant.

53.5.3 The Relevant Senior Officer will notify employees of the outcomes of this process in writing. Such advice will constitute the official notification to the affected employee that their position is being made redundant.

53.6 Notice Period

- 53.6.1 An eight-week notice period will begin at the date specified in the notice of redundancy.
- 53.6.2 In the case of involuntary redundancy, the employee must indicate to the University which of the following options for separation they choose, within two weeks of the date of the notice:
- (a) to elect early separation and include the balance of the notice period in their redundancy benefits; or
 - (b) to seek redeployment within the University during the notice period.

53.7 Early Separation

Where an employee elects early separation, their redundancy benefit will be paid on termination and is calculated as follows:

- (a) payment in lieu of notice for the unexpired portion of the eight-week notice period;
- (b) payment of all accumulated annual leave entitlements;
- (c) payment of long service leave entitlements in proportion to the employee's length of service with the University;
- (d) payment of accrued time off in lieu of overtime, as appropriate; and
- (e) payment of the relevant redundancy benefit as calculated in clause 53.9.

53.8 Redeployment

- 53.8.1 If an employee seeks redeployment, the University will provide the employee with all relevant details regarding redeployment.
- 53.8.2 If the employee cannot be redeployed to a position at the same classification level for which the employee has the skills and qualifications to undertake, the employee will, at the completion of the notice period, be made redundant and receive a redundancy payment in accordance with clause 53.9.

53.9 Redundancy Payment

- 53.9.1 Redundancy benefits payable to an employee whose position is redundant, will be calculated in accordance with this clause.
- 53.9.2 All redundancy payments will be calculated on the relevant ordinary rate of the employee's substantive position, which includes applicable allowances and loadings, as at the date of cessation of employment.
- 53.9.3 Redundancy payments will be calculated as follows:
- (a) Employees will receive a redundancy benefit equal to 20 weeks' salary. Employees who are at least 45-years of age, will receive an additional redundancy benefit equal to two weeks' salary.
 - (b) In addition to the redundancy benefit in clause 53.9.3(a):
 - (i) employees who have completed less than 10 years' continuous service with the University will receive a redundancy benefit of three weeks' salary for each year of continuous service; and
 - (ii) employees who have completed at least 10 years' continuous service with the University will receive an additional two weeks' salary for each year of continuous service in excess of 10 years.
- 53.9.4 The maximum entitlement under clause 53.9.3 is 66 weeks and is exclusive of the eight-week notice period.
- 53.9.5 Prior continuous service as a casual employee will not be counted as service for the purpose of calculating an employee's redundancy payment.

53.10 Time Off During the Notice Period

If the University provides an employee with notice of termination under this clause, the employee is entitled to one day's paid time off for the purpose of seeking other employment. Time off will be taken at a time that is convenient to the employee after consultation with their supervisor.

Part 9: Other Matters

54. Dispute Resolution

- 54.1 The process in this clause may be followed in the event that a dispute arises which relates to:
- (a) the interpretation, application, or implementation of any provision of this Agreement; or
 - (b) the NES.
- 54.2 Employees who raise a dispute under this clause may elect to appoint a Nominated Representative at any stage of the process set out in this clause, for the purpose of resolving the dispute.
- 54.3 Without prejudice to the position of either party to the dispute, while the matters in dispute are being dealt with in accordance with this clause, work will continue in a normal manner (other than with respect to bona fide health and safety issues) and no industrial action is to be taken by any party to the dispute.
- 54.4 If a dispute is raised under this clause, the following process will apply:

54.5 Notification of Dispute

- 54.5.1 In the first instance, an employee or their Nominated Representative, who seeks to raise a dispute, will discuss the matter with the employee's supervisor or Head of Organisational Unit (as appropriate) in an effort to resolve the matter.
- 54.5.2 This process will not normally extend beyond five working days from the date on which notification of the dispute is provided to the employee's supervisor or Head of Organisational Unit, unless otherwise agreed by the employee or their Nominated Representative and the University.

54.6 Referral to Chief People Officer

- 54.6.1 If the dispute is not resolved through the process set out in clause 54.5, the employee, or their Nominated Representative, will refer the dispute to the Chief People Officer in writing, along with sufficient detail to enable the Chief People Officer to understand the nature of the dispute.
- 54.6.2 The Chief People Officer, or nominee, will, unless otherwise agreed, arrange a meeting between the parties to the dispute and such other persons as they deem relevant to the dispute, in an effort to resolve the dispute.
- 54.6.3 This process will not normally extend beyond ten working days from the date on which notification of the dispute is provided to the Chief People Officer unless otherwise agreed by the parties to the dispute.

54.7 Referral to FWC

- 54.7.1 Either party to the dispute, or their Nominated Representative, will be entitled to refer the dispute to the FWC at any stage following expiry of the ten working day period referred to in clause 54.6.3.
- 54.7.2 If the dispute remains unresolved or if either party to the dispute fails or refuses to engage in the dispute resolution process, either party may refer the dispute to the FWC for resolution.
- 54.7.3 The FWC may, in the first instance, attempt to resolve the dispute as it considers appropriate, including through mediation, conciliation, and/or expressing an opinion or making a recommendation.
- 54.7.4 If the FWC is unable to resolve the dispute through the process set out in clause 54.7.3, the FWC may arbitrate the dispute and the parties to the dispute agree to be bound by the determination of the FWC.
- 54.7.5 A decision made by the FWC when it arbitrates the dispute, is a decision for the purpose of Division 3 of Part 5.1 of the Act, as amended from time to time. Therefore, either party may appeal the decision.
- 54.7.6 If the FWC determines that it does not have jurisdiction to arbitrate, the parties to the dispute agree to consider all recommendations made by the FWC during the process set out in clause 54.7.3, to resolve the dispute.
- 54.7.7 The dispute will lapse, if:

- (a) the dispute is not referred to the FWC in accordance with clause 54.7.1 within 20 working days from the date on which the parties fail to resolve the dispute through the process set out in clause 54.6; and / or
- (b) the employee who raised the dispute, or is the subject of the dispute, resigns, or retires from their employment with the University.

55. Academic Freedom

55.1 All employees are entitled to exercise their right to academic freedom.

55.2 For the purpose of this clause and the Agreement, “academic freedom” means:

- (a) the freedom of employees, in the course of their academic activities, to educate, discuss or research, and to disseminate and publish the results of those activities;
- (b) the freedom of employees, in the course of their academic activities or area of professional expertise, to engage in intellectual inquiry, to express their opinions and beliefs, and to contribute to public debate, in relation to those activities or area of expertise;
- (c) the freedom of employees to express their opinions in relation to the University; and
- (d) the freedom of employees to participate in professional or representative bodies and associations.

55.3 However, employees will not be deemed to have exercised academic freedom if they:

- (a) fail to observe the responsibility to reflect scholarly norms, including:
 - (i) recognising that others may have differing opinions in the context of a robust exchange of views; and
 - (ii) not denying or interfering with another’s exercise of academic and intellectual freedom; or
- (b) engage in bullying, harassment, discrimination, vilification, intimidation, or threatening behaviour;
- (c) act unlawfully;
- (d) do not comply with any obligations of confidentiality owed by to the University; and/or
- (e) allow the unauthorised use of intellectual property.

55.4 All employees may make comment outside their areas of professional expertise, as long as they do so on their own behalf and in their personal capacity, and do not claim to represent the University.

55.5 A genuine exercise of academic freedom is not Misconduct or Serious Misconduct under the provisions of this Agreement, or under any University policy, procedure, or code of conduct, and cannot be subject to Disciplinary Action.

56. Union Resourcing

56.1 The University recognises the contribution of the Union to productive workplace relations and that the Union is a legitimate representative of its members at the University. Therefore, the University will provide access and resourcing to the Union as set out in this clause.

56.2 Employees who are Union representatives will be allowed the necessary time and resources during ordinary work hours and as part of their normal duties, to interview, consult, or liaise with Union members in relation to any employment-related matters of concern to the Union members.

56.3 Employees who are Union members will be allowed one paid meeting of up to one hour per semester, to ensure full communication and input by Union members.

56.4 The University agrees to provide access to an appropriately equipped and furnished office for use by Union representatives for the purposes of providing employees who are Union members with support and advice in relation to their employment conditions, entitlements, and obligations.

56.5 The Union’s right of entry will be observed as per the requirements under the Act, as amended from time to time.

Schedule A: Academic Employee Salaries

The minimum salary rates to be paid to full-time Academic Employees are as follows:

Classification Level	Incremental Step	Annual salary as at 2 July 2022	Annual salary as at 11 December 2023	Annual salary as at 1 June 2024	Annual salary as at 14 June 2025	Annual salary as at 13 June 2026
		2%	5%	2.5%	3.5%	3.5%
Level A	1	\$71,553.04	\$75,130.69	\$77,008.96	\$79,704.27	\$82,493.92
	2	\$75,434.58	\$79,206.31	\$81,186.47	\$84,028.00	\$86,968.98
	3	\$79,349.92	\$83,317.42	\$85,400.36	\$88,389.37	\$91,483.00
	4	\$83,264.74	\$87,427.98	\$89,613.68	\$92,750.16	\$95,996.42
	5	\$86,451.56	\$90,774.14	\$93,043.49	\$96,300.01	\$99,670.51
	6	\$89,630.06	\$94,111.56	\$96,464.35	\$99,840.60	\$103,335.02
	7	\$92,811.68	\$97,452.26	\$99,888.57	\$103,384.67	\$107,003.13
	8	\$95,991.74	\$100,791.33	\$103,311.11	\$106,927.00	\$110,669.45
Level B	1	\$100,888.84	\$105,933.28	\$108,581.61	\$112,381.97	\$116,315.34
	2	\$104,562.64	\$109,790.77	\$112,535.54	\$116,474.28	\$120,550.88
	3	\$108,228.64	\$113,640.07	\$116,481.07	\$120,557.91	\$124,777.44
	4	\$111,905.04	\$117,500.29	\$120,437.80	\$124,653.12	\$129,015.98
	5	\$115,572.86	\$121,351.50	\$124,385.29	\$128,738.78	\$133,244.64
	6	\$119,246.92	\$125,209.27	\$128,339.50	\$132,831.38	\$137,480.48
Level C	1	\$122,915.52	\$129,061.30	\$132,287.83	\$136,917.90	\$141,710.03
	2	\$126,589.58	\$132,919.06	\$136,242.04	\$141,010.51	\$145,945.88
	3	\$130,257.40	\$136,770.27	\$140,189.53	\$145,096.16	\$150,174.53
	4	\$133,930.42	\$140,626.94	\$144,142.61	\$149,187.60	\$154,409.17
	5	\$137,597.20	\$144,477.06	\$148,088.99	\$153,272.10	\$158,636.62
	6	\$141,273.60	\$148,337.28	\$152,045.71	\$157,367.31	\$162,875.17
Level D	1	\$147,390.36	\$154,759.88	\$158,628.88	\$164,180.89	\$169,927.22
	2	\$152,283.82	\$159,898.01	\$163,895.46	\$169,631.80	\$175,568.91
	3	\$157,178.32	\$165,037.24	\$169,163.17	\$175,083.88	\$181,211.82
	4	\$162,073.60	\$170,177.28	\$174,431.71	\$180,536.82	\$186,855.61
Level E	1	\$188,999.98	\$198,449.98	\$203,411.23	\$210,530.62	\$217,899.19

If an Academic Employee who is engaged at classification Level A is required to carry out full course coordination duties as part of their normal duties, or upon appointment holds, or during appointment gains, a relevant doctoral qualification, they will be paid a minimum salary at classification Level A, Step 6.

Schedule B: Casual Academic Employee Rates

1. General Conditions

- 1.1 A casual Academic Employee required to deliver academic work described herein, will be paid a minimum engagement as set out below.
- 1.2 The minimum engagement is the starting point for the work to be undertaken. If further time is required due to complexity of preparation, or duration of delivery etc, the actual required, approved hours will be paid over and above this minimum engagement period.

2. Definitions

- 2.1 The terms **Lecture** and **Tutorial** mean any education delivery described as such in a course or unit outline, or in an official timetable issued by the University. A Lecture or Tutorial may be face-to-face teaching or tutoring, respectively, or equivalent delivery through different modes.
- 2.2 The terms **Repeat Lecture** and **Repeat Tutorial** means a second or subsequent Lecture or Tutorial in utilising the identical subject matter by the same employee within a period of seven days, and includes the duties directly associated with the Lecture or Tutorial.

3. Rates

The rates of payment for casual Academic Employees are derived from three base rates, calculated using the following formulae:

3.1 Base Rate 1 – general rate utilised unless otherwise specified:

Calculated using the full-time Academic Employee salary at Level A, Step 2:

$$\text{Hourly Rate} = \frac{\text{Fortnightly Academic Employee salary Level A, Step 2}}{75\text{-hours}} + 25\% \text{ loading}$$

3.2 Base Rate 2 – Academic Employees who have been awarded a PhD will receive this rate instead of Base Rate 1, unless otherwise specified:

Calculated using the full-time Academic Employee salary at Level A, Step 6:

$$\text{Hourly Rate} = \frac{\text{Fortnightly Academic Employee salary Level A, Step 6}}{75\text{-hours}} + 25\% \text{ loading}$$

3.3 Base Rate 3 – utilised as specified herein, specifically in Lectures and activities where a higher level of academic judgment is required:

Calculated using the full-time Academic Employee salary at Level B, Step 2:

$$\text{Hourly Rate} = \frac{\text{Fortnightly Academic Employee salary Level B, Step 2}}{75\text{-hours}} + 25\% \text{ loading}$$

4. Categories of Casual Academic Activities

4.1 Course Coordination

Casual Academic Employees will normally only be engaged to undertake course coordination duties in exceptional circumstances. Should such a circumstance occur, then the employee will be paid at a minimum of Base Rate 2.

4.2 Casual Teaching Activities

4.2.1 A casual Academic Employee required to deliver a Lecture, as described herein, of a specified duration and directly associated duties in the nature of preparation and student consultation, will be paid a minimum engagement as set out below:

(a) Lecture:

The employee has the relevant expertise in the Lecture topic, and delivery of a Lecture plus the preparation and development of the Lecture and associated information and materials.

Minimum engagement period per hour of Lecture: 3-hours (payable at Base Rate 3).

(b) Guest Lecture:

A Lecture provided by a visiting distinguished scholar or expert, or a by a nationally recognised expert in a particular field.

Minimum engagement period per hour of guest Lecture: 3-hours (payable at Base Rate 3).

(c) Repeat Lecture:

A repeat Lecture applies to a second or subsequent delivery of substantially the same Lecture in the same course matter, normally within a period of seven days.

Minimum engagement period per hour of repeat Lecture: 2-hours (payable at Base Rate 3).

4.3 Casual Tutorials

4.3.1 A casual Academic Employee required to deliver or present a Tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration of at least one hour and directly associated duties in the nature of preparation, marking undertaken during the tutorial and student consultation, will be paid a minimum engagement as set out below:

(a) Tutorial:

Minimum engagement period per hour of Tutorial: 3-hours (payable at Base Rate 1, unless Base Rate 2 is applicable).

(b) Repeat Tutorial:

A repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same course matter, normally within a period of seven days.

Minimum engagement period per hour of repeat Tutorial: 2-hours (payable at Base Rate 1, unless Base Rate 2 is applicable).

4.4 Casual Marking

4.4.1 A casual Academic Employee will be paid for all marking required by the supervising lecturer of the subject or course, other than that which is normally undertaken during a during a Lecture, Tutorial, or clinical session.

4.4.2 Marking will be paid at the appropriate rate for each hour of marking according to one of the following categories:

(a) Standard Marking (payable at Base Rate 1).

(b) Marking as Supervising Examiner (payable at Base Rate 3).

4.5 Musical Accompaniment

4.5.1 **Musical accompaniment** means the musical accompaniment of one or more students or employees in the course of teaching by another Academic Employee, in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

4.5.2 A casual Academic Employee required to provide musical accompanying of a specified duration of at least one hour, with directly associated non-contact duties in the nature of preparation will be paid at the appropriate rate described below:

Minimum engagement period per hour of musical accompaniment: 2-hours (payable at Base Rate 3).

4.6 Undergraduate Clinician Education

A casual Academic Employee required to provide undergraduate clinician education including non-contact duties in the nature of preparation, student consultation and directly associated marking of the type that is normally done in the session and could reasonably have been undertaken during the session, will be paid at the appropriate rate.

Minimum engagement period per hour of undergraduate clinician education: 1.5-hours (payable at Base Rate 1, unless Base Rate 2 is applicable).

4.7 Other Required Academic Activities

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

- (a) the conduct of practical classes, demonstrations, student field excursions;
- (b) the conduct of clinical sessions other than clinical nurse education;
- (c) the conduct of performance or visual art studio sessions;
- (d) musical coaching, repertoireship, musical accompaniment other than with special educational service;
- (e) development of teaching and subject materials such as the preparation of subject guides, reading lists and basic activities associated with course coordination, or planning and coordination of a sequence of Lectures or Tutorial sessions;
- (f) consultation with students;
- (g) attendance at departmental and/or school meetings as required;
- (h) undertaking of training, as required;
- (i) moderating a discussion forum, being available for student consultation online or in person, being available for consultation/assistance on a specific activity such as a simulation where no preparation or follow-up is required outside of paid time; and
- (j) attendance at, or involvement in, other academic activities as directed by their supervisor.

4.7.2 A casual Academic Employee required to undertake other academic activities will be paid Base Rate 1, unless Base Rate 2 is applicable, for each hour of such activities.

Schedule C: Professional Employee Salaries

The minimum salaries to be paid to full-time Professional Employees are as follows:

Classification Level	Incremental Step	Annual salary as at 2 July 2022	Annual salary as at 11 December 2023	Annual salary as at 1 June 2024	Annual salary as at 14 June 2025	Annual salary as at 13 June 2026
		2%	5%	2.5%	3.5%	3.5%
Level 1	1	\$51,300.60	\$53,865.63	\$55,212.27	\$57,144.70	\$59,144.76
	2	\$52,372.32	\$54,990.94	\$56,365.71	\$58,338.51	\$60,380.36
	3	\$53,442.22	\$56,114.33	\$57,517.19	\$59,530.29	\$61,613.85
Level 2	1	\$55,047.98	\$57,800.38	\$59,245.39	\$61,318.98	\$63,465.14
	2	\$56,386.72	\$59,206.06	\$60,686.21	\$62,810.23	\$65,008.59
Level 3	1	\$57,726.24	\$60,612.55	\$62,127.86	\$64,302.34	\$66,552.92
	2	\$59,734.74	\$62,721.48	\$64,289.52	\$66,539.65	\$68,868.54
	3	\$61,742.20	\$64,829.31	\$66,450.04	\$68,775.79	\$71,182.94
	4	\$64,435.54	\$67,657.32	\$69,348.75	\$71,775.96	\$74,288.12
Level 4	1	\$65,800.28	\$69,090.29	\$70,817.55	\$73,296.16	\$75,861.53
	2	\$67,168.14	\$70,526.55	\$72,289.71	\$74,819.85	\$77,438.54
	3	\$68,534.70	\$71,961.44	\$73,760.48	\$76,342.10	\$79,014.07
	4	\$69,898.40	\$73,393.32	\$75,228.15	\$77,861.14	\$80,586.28
Level 5	1	\$71,265.22	\$74,828.48	\$76,699.19	\$79,383.66	\$82,162.09
	2	\$73,312.98	\$76,978.63	\$78,903.10	\$81,664.71	\$84,522.97
	3	\$75,359.44	\$79,127.41	\$81,105.60	\$83,944.30	\$86,882.35
	4	\$78,089.18	\$81,993.64	\$84,043.48	\$86,985.00	\$90,029.48
	5	\$80,824.12	\$84,865.33	\$86,986.96	\$90,031.50	\$93,182.60
Level 6	1	\$82,190.42	\$86,299.94	\$88,457.44	\$91,553.45	\$94,757.82
	2	\$84,237.14	\$88,449.00	\$90,660.23	\$93,833.34	\$97,117.51
	3	\$86,284.64	\$90,598.87	\$92,863.84	\$96,114.07	\$99,478.06
	4	\$89,015.42	\$93,466.19	\$95,802.84	\$99,155.94	\$102,626.40
Level 7	1	\$90,381.20	\$94,900.26	\$97,272.77	\$100,677.32	\$104,201.03
	2	\$92,430.00	\$97,051.50	\$99,477.79	\$102,959.51	\$106,563.09
	3	\$94,479.84	\$99,203.83	\$101,683.93	\$105,242.87	\$108,926.37
	4	\$97,206.98	\$102,067.33	\$104,619.01	\$108,280.68	\$112,070.50
	5	\$99,940.36	\$104,937.38	\$107,560.81	\$111,325.44	\$115,221.83
Level 8	1	\$101,304.84	\$106,370.08	\$109,029.33	\$112,845.36	\$116,794.95
	2	\$103,352.86	\$108,520.50	\$111,233.51	\$115,126.68	\$119,156.11
	3	\$105,401.92	\$110,672.02	\$113,438.82	\$117,409.18	\$121,518.50
	4	\$108,130.88	\$113,537.42	\$116,375.86	\$120,449.02	\$124,664.74
	5	\$112,231.60	\$117,843.18	\$120,789.26	\$125,016.88	\$129,392.47
	6	\$116,328.16	\$122,144.57	\$125,198.18	\$129,580.12	\$134,115.42

Classification Level	Incremental Step	Annual salary as at 2 July 2022	Annual salary as at 11 December 2023	Annual salary as at 1 June 2024	Annual salary as at 14 June 2025	Annual salary as at 13 June 2026
		2%	5%	2.5%	3.5%	3.5%
Level 9	1	\$117,695.76	\$123,580.55	\$126,670.06	\$131,103.51	\$135,692.13
	2	\$119,739.88	\$125,726.87	\$128,870.04	\$133,380.49	\$138,048.81
	3	\$121,789.72	\$127,879.21	\$131,076.19	\$135,663.86	\$140,412.10
	4	\$124,521.28	\$130,747.34	\$134,016.02	\$138,706.58	\$143,561.31
Level 10	1	\$125,886.28	\$132,180.59	\$135,485.10	\$140,227.08	\$145,135.03
	2	\$128,615.50	\$135,046.28	\$138,422.44	\$143,267.23	\$148,281.58
	3	\$131,347.84	\$137,915.23	\$141,363.11	\$146,310.82	\$151,431.70
	4	\$134,076.02	\$140,779.82	\$144,299.32	\$149,349.80	\$154,577.04
	5	\$136,808.36	\$143,648.78	\$147,240.00	\$152,393.40	\$157,727.17
	6	\$139,540.18	\$146,517.19	\$150,180.12	\$155,436.42	\$160,876.69

Execution of Agreement

Signed for and on behalf of:

the **University of Southern Queensland** of 487 – 535 West Street, Darling Heights, QLD 4350

by:



Professor Geraldine Mackenzie
Vice-Chancellor

in the presence of:



Ms Toni Bryon
Executive Assistant

on:

13 December 2023

and the **National Tertiary Education Industry Union** of PO Box 1323, South Melbourne, VIC 4101

by:



Dr Damien Cahill
General Secretary

in the presence of:



Renee Veal
Industrial and Legal Support Officer

on:

12 December 2023

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2023/5160
Applicant: University of Southern Queensland

Application for approval of a single enterprise agreement in accordance with section 185 of the *Fair Work Act 2009*:

Undertaking

in accordance with section 190 of the *Fair Work Act 2009*

I, Professor Geraldine Mackenzie, Vice-Chancellor of the University of Southern Queensland, declare that I have the authority given to me by the University of Southern Queensland to provide this undertaking in relation to the application before the Fair Work Commission, and give the following undertakings with respect to the University of Southern Queensland Enterprise Agreement 2023 – 2026 (**Agreement**):

1. In relation to apprentices, the University of Southern Queensland undertakes that, in the event that the Agreement provides a benefit or entitlement which is less beneficial to the employees concerned than that provided in the *Higher Education Industry – General Staff – Award 2020 (Award)*, the Award will prevail to the extent of any inconsistency.
2. In relation to shiftworkers, the University of Southern Queensland declares that, while it does not currently employ shiftworkers as defined in section 196 of the Fair Work Act 2009, the University undertakes that:
 - (a) in the event that the University does appoint employees classified as shiftworkers, these employees will be defined in accordance with the Award; and
 - (b) in the event that the Agreement provides a benefit or entitlement which is less beneficial to the employees concerned than that provided in the Award, the Award will prevail to the extent of any inconsistency.

Signed for and on behalf of the **University of Southern Queensland** of 487 – 535 West Street, Darling Heights, QLD 4350, by:



Professor Geraldine Mackenzie
Vice-Chancellor

on:

20 December 2023
