

## Queensland University of Technology

**Enterprise Bargaining Agreement  
(Academic Staff) 2005 – 2008****Contents****Part A – Agreement Formalities**

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**QUEENSLAND UNIVERSITY OF TECHNOLOGY**

**ENTERPRISE BARGAINING AGREEMENT (ACADEMIC STAFF) 2005 – 2008**

**PART A – AGREEMENT FORMALITIES**

**1. TITLE**

This Agreement will be known as the Queensland University of Technology Enterprise Bargaining Agreement (Academic Staff) 2005 – 2008.

**2. ARRANGEMENT**

Part A - Agreement Formalities  
Part B - Classification and Remuneration  
Part C - Leave  
Part D - Other Conditions

**3. APPLICATION OF THE AGREEMENT**

This Agreement will be binding according to its terms upon the following:

- Queensland University of Technology (QUT);
- National Tertiary Education Industry Union;
- Academic staff employed at QUT either classified
  - as levels A-E as defined in Schedule 3; or
  - as research-only staff classified as levels A-E as defined in Schedule 4; or
  - as casual staff as defined in Schedule 5; and
- Educators employed in International College (ELICOS, University Entry Program (UEP), University Diploma programs and Foundations/Bridging programs). The provisions of this Agreement apply to Educators only as specified in Schedule 7. Educators are not academic staff.

**4. DATE AND PERIOD OF OPERATION**

This Agreement will take effect from the date of certification by the Australian Industrial Relations Commission and remains in force for three (3) years.

Negotiations on a replacement agreement will commence at least three (3) months prior to the expiration of this Agreement.

**5. STATUS OF AGREEMENT**

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

**5.1 Relationship with previous Agreements**

This Agreement replaces and prevails over the:

- Queensland University of Technology Framework Agreement on Enterprise Bargaining (Academic Staff) 1994;
- Queensland University of Technology Enterprise Bargaining Agreement (Academic Staff) 1995; and
- Queensland University of Technology Enterprise Bargaining Agreement (Academic Staff) 1997 – 1999.
- Queensland University of Technology Enterprise Bargaining Agreement (Academic Staff) 2000 – 2003.

## 5.2 Relationship with awards

5.2.1 This Agreement displaces all relevant awards including:

- Higher Education Academic Salaries Award 2002;
- Universities and Post Compulsory Academic Conditions Award 1999;
- Queensland Post Compulsory and Higher Education Academic Staff (Conditions of Employment) Award 2002; and
- Higher Education Contract of Employment Award 1998.

## 5.3 Relationship with University Policies

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

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

## 5.4 Australian Workplace Agreements

The University may enter into AWAs with its employees. Those AWAs may either operate to the exclusion of this certified agreement or prevail over the terms of this certified agreement to the extent of any inconsistency, as specified in each AWA.

At the time of offering an AWA, the University will offer a genuine and informed choice between the AWA and certified agreement.

## 6. DEFINITIONS

- 6.1 'Academic Consultative Committee' (ACC)** is a Committee comprising of three (3) representatives from the University, three (3) elected staff members and three (3) Union representatives. The three (3) staff members will be elected for the life of the Agreement by and from staff covered by this Agreement. Any casual vacancy which arises during the life of the Agreement will be filled by further election.
- 6.2 'Authorising Officer'** means the Vice-Chancellor, Deputy Vice-Chancellor (Academic) or head of the relevant organisational area, usually the Executive Dean of Faculty or Head of School or nominee.
- 6.3 'Consultation'** means the conferring between the University and the affected staff member(s) and a staff representative(s), where a staff representative is requested, in such a way that the views expressed by either party shall be taken into account before the final decisions are made with the objective of reaching shared views. Consultation shall involve a full exchange of information and meaningful discussions. At the request of the staff member(s) or their staff representative(s), consultation will also occur at the ACC.
- 6.4 'Continuous Service'** means a period of service which is unbroken. A staff member's service will be deemed to be unbroken provided that the time between ceasing employment and recommencing employment with the University does not exceed three (3) months.
- 6.5 'Council'** means the Council of the University constituted under *The Queensland University of Technology Act 1988*.
- 6.6 'Deputy Vice-Chancellor (Academic)'** means the person appointed to be the Deputy Vice-Chancellor (Academic) of the University, and includes anyone acting in that role on a temporary basis, or any nominee of the Deputy Vice-Chancellor (Academic).

- 6.7 “Disciplinary Action”** means action by the University to discipline a staff member and is defined as:
- formal censure or counselling; withholding of an increment; demotion; suspension with, or without pay; reallocation of duties; and termination of employment with four (4) months notice or payment in lieu thereof or in the case of serious misconduct, termination of employment without notice.
- 6.8 ‘Family’ includes**
- spouse (including a former spouse, de facto spouse, former de facto spouse, same sex partner and former partner of the same sex) of the staff member; and
  - a child (including an adult child, adopted child, step child and ex nuptial child), parent or step parent, grandparent, grandchild or sibling of either the staff member or their spouse.
- 6.9 ‘Head’** means the person appointed to be the Head of the School with which a staff member is associated, and includes anyone acting in that role on a temporary basis. In the case of a staff member who is associated with a research centre or other unit, the Head shall be construed to mean the head of the research centre or unit.
- 6.10 ‘Household member’** is someone with whom the staff member lives and for whom the staff member has responsibility.
- 6.11 ‘Human Resources Director’** means the person appointed to be the Human Resources Director of the University and includes anyone acting in that role on a temporary basis or any nominee of the Human Resources Director.
- 6.12 ‘Misconduct’** means conduct that is unsatisfactory but which is not so serious as to justify the possibility of termination of employment.
- 6.13 ‘Negotiation’** shall mean holding discussions and making genuine efforts to resolve differences and reach agreement.
- 6.14 ‘Partner’** means spouse (including a former spouse, de facto spouse, former de facto spouse, same sex partner and former partner of the same sex) of the person who gives birth or in the case of adoption leave, partner of the person who is nominated as the primary carer.
- 6.15 ‘Primary Carer’** shall mean a person who assumes the principle role of having responsibility of, and providing care to a child.
- 6.16 ‘Serious Misconduct’** is misconduct of a serious and wilful nature and is normally limited to:
- (i) theft from the University, or from staff or students;
  - (ii) assault involving another staff member, or student, or which is occasioned on campus or at a work related function or activity;
  - (iii) conduct of a kind which constitutes a significant impediment to the carrying out of a staff member’s duties or to the staff member’s colleagues carrying out their duties;
  - (iv) conviction by a court of an offence or judgement entered in a court or tribunal which constitutes a serious impediment of the kind referred to in (iii); or
  - (v) serious dereliction of the duties required of the academic office.

and is conduct of a type that would make it unreasonable to require the University to continue employment of the staff member concerned

**6.17** 'Significant consequences' include, but are not limited to:

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

**6.18** 'Staff member' means a member of the staff employed by the University as defined in Clause 3 of this Agreement.

**6.19** (i) 'Staff Representative' means, a person chosen by an affected staff member to assist or represent the staff member. At the choice of the staff member this person may be a union officer or official.

(ii) 'Staff Representative on the Academic Consultative Committee and enterprise bargaining negotiations' means:

- A staff member elected by the staff; and
- Nominees of the Union.

In either case excludes a person who is currently practising as a solicitor or barrister.

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

**6.21** 'The University' means the Queensland University of Technology as the employer.

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

**6.23** 'Union' shall refer to the National Tertiary Education Industry Union (NTEU).

**6.24** 'University Representative' means a person selected by the University to assist or represent the University.

This excludes a person who is currently practising as a solicitor or barrister.

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

## **7. OBJECTIVES OF AGREEMENT**

The objectives of the Agreement are to:

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

## **8. AGREEMENT TO BE DISPLAYED**

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

## **9. JOB SECURITY**

**9.1** The University is committed, wherever possible, to retaining the services of, and offering on-going opportunities to current staff members. The University is committed to ensuring that staff have job security and will seek to avoid job losses.

**9.2** The University will, wherever possible, implement alternative voluntary measures prior to job loss, including redeployment, voluntary flexible working arrangements and consideration of job swap arrangements.

**9.3** Where job losses are unavoidable, the University will explore all measures available to minimise involuntary redundancies, including voluntary early retirement and voluntary redundancies. Involuntary redundancies will be used as a last resort and should be avoided if possible.

## **10. MANAGING CHANGE**

**10.1** The management of workplace change requires the involvement of people who will be directly affected by that change.

**10.2** The University will consult with affected staff and where they request, a staff representative(s):

- (i) following a decision by the University that changes are required in organisation, structure or technology which may have significant consequences as defined in clause 6.17 and
- (ii) where the University decides to proceed with a significant change proposal.

### **10.3 Consultation:**

- (i) will occur about the need for the change and the development of a change process including where a formal review process is established; consultation about that process.
- (ii) will allow sufficient time for affected staff members and where they request, a staff representative(s), to have meaningful input into the final decision about the proposed change and the development of a change process and
- (iii) where the University proceeds with a significant change proposal, consultation will occur, with the aim of reaching agreement where possible, about the impact of that change on the work or conditions of staff and will include the timetable for change, consideration of alternative ways of introducing change and means of avoiding detrimental outcomes for staff.

## **11. CHANGE RESULTING IN JOB LOSSES**

**11.1** Where it is envisaged that change will lead to job losses, the University will consult as soon as practicable. All relevant information and data will be provided to assist in the consultations.

**11.2** Following the consultations in 11.1 and a decision by the University that staff reductions will occur, there will be consultation with affected staff and, where they request, a staff representative(s), with the aim of reaching agreement on an implementation plan to achieve job reductions without increasing the average workloads, of the relevant school or unit and ensuring any job losses are genuine redundancies. The plan will include:

- the reduction to be achieved in terms of either staffing costs or number of staff;
- the timetable for achieving staff reductions;
- the preferred measures for achieving staff reductions;
- measures to avoid forced redundancy including retraining and redeployment; voluntary flexible working arrangements: consideration of job swap arrangements and one or more rounds of voluntary redundancy; and
- objective criteria to be used to determine if an application for voluntary redundancy is acceptable.

## **12. CONTRACTING OUT**

**12.1** Where the University proposes to contract out work that has been or would be covered by this Agreement it shall advise the affected staff member(s) and at their request a staff representative(s) prior to the time at which it proposes the contracting out should commence, giving adequate time for consultation in accordance with Clause 10.

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

## **13. DISPUTES ARISING FROM THIS AGREEMENT**

**13.1** In the event of a dispute as to the interpretation or implementation of this Agreement, the matter will be referred either by the parties to this Agreement or by the staff member(s) concerned to the Human Resources Director who will arrange a conference of the relevant parties to the dispute to resolve the matter. This process should not extend beyond ten (10) working days.

**13.2** If the dispute cannot be settled under 13.1, it shall be referred to a Dispute Resolution Committee. The Committee will comprise two (2) staff members nominated by the Vice-Chancellor and two (2) staff members from the staff members' committee pool nominated by the Academic Consultative Committee. The Committee shall attempt to resolve the matter within ten (10) working days of the written notice of dispute.

**13.3** Until the procedures outlined in subclauses 13.1 and 13.2 are exhausted:

- work shall continue in the normal manner (other than with respect to bona fide health and safety issues);
- no industrial action shall be taken by either party to the dispute;
- management shall not change work, staffing or the organisation of work if such is the subject of the dispute; and
- neither party to the dispute shall take any other action likely to exacerbate the dispute.

**13.4** Should the dispute not be resolved by the process referred to in subclauses 13.1 and 13.2, the matter may be referred by either party to the dispute to the Australian Industrial Relations Commission for settlement by the processes of conciliation and/or arbitration. Subject to the legislative rights of any party to the dispute to appeal a decision of the Australian Industrial Relations Commission the parties to the dispute shall be bound by any recommendation or determination of the Commission.

**13.5** Where the AIRC determines the Agreement has not been properly applied, the University will take all reasonable steps to remedy the situation following discussions with the other party to the dispute.

**13.6** The procedure above does not apply to grievances that do not relate to the interpretation or implementation of this Agreement. Such grievances can be dealt with under the Grievance Resolution procedures for Workplace Related Grievances and Bullying as contained in Chapter B of the Manual of Policies and Procedures.

## **14. STAFF REPRESENTATIVES**

For the purpose of this clause, staff representatives are defined by subclause 6.19(ii).

To assist staff representatives to keep staff informed of their employment entitlements and conditions the University will provide the following arrangements:

### **14.1 Staff representatives:**

- May meet with staff members they represent and will be provided with reasonable time during normal working hours and as part of their normal duties for the purposes of holding discussions, reporting on matters relevant to the agreement or ascertaining staff members' views or concerns.

The staff representative will provide no less than twenty-four (24) hours notice of the intention to hold such meetings to the relevant head of organisational area and to the Human Resources Director where the meeting involves staff from more than one area, and ensure such meetings will not interfere with the performance of duties of staff and will, as far as possible, be held in meal breaks or other breaks.

- Be provided with time off during normal working hours to attend one (1) staff representative meeting per month for one (1) hour and fifteen (15) minutes on each occasion which may occur in conjunction with a lunch break to provide for a maximum meeting duration of two (2) hours plus any necessary travel time.
- Elected staff representatives may use a designated email address and internal mail systems to communicate on industrial issues with the staff they represent.
- Will be provided with one office for the use of all staff representatives.

### **14.2 Staff Members:**

Staff members covered by this Agreement may attend paid time meetings conducted by staff representatives. These meetings may be of up to two (2) hours duration, held one (1) hour either side of the lunch period, up to four (4) times per year. Such meetings will not disrupt normal work programs and activities.

### **14.3 Union Delegates**

Staff who are nominated as Union delegates shall be allowed reasonable time during normal hours and as part of their normal duties to consult or liaise with Union members where requested by those members.

## **15. IMPLEMENTATION OF THE AGREEMENT**

**15.1** An Academic Consultative Committee (ACC) will be formed to consult on the implementation of this Agreement and to act as a forum for discussion of various industrial relations issues.

**15.2** The ACC will determine its own procedures of operation and organise an agreed schedule of meetings each calendar year. However, meetings of the ACC can be convened at the request of either party.

## **16. NO EXTRA CLAIMS**

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

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**PART B – CLASSIFICATION AND REMUNERATION**

**17. POSITION CLASSIFICATION STANDARDS**

- 17.1** The duties of academic staff will be consistent with the applicable Position Classification Standards for the relevant level of appointments as outlined in Schedule 3.
- 17.2** The duties of research-only staff members will be consistent with the applicable Position Classification Standards for the relevant level of appointments as outlined in Schedule 4.
- 17.3** Academic work at the University embraces academic leadership, teaching performance and leadership, research, scholarship and other creative activity and professional leadership. All academic staff at the University shall have adequate and appropriate opportunities to perform in all these areas.

**18. CASUAL STAFF CLASSIFICATIONS**

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

**19. INCREMENTAL PROGRESSION**

- 19.1** Incremental progression is available for staff members excluding casual staff and those staff at the top salary point of the relevant level.
- 19.2** On completion of twelve (12) months satisfactory service, in accordance with the Performance Planning and Review (PPR-AS) policy, a staff member will progress to the next increment within the salary scale.
- 19.3** An increment may only be withheld on performance grounds where a staff member is subject to the formal procedures relating to unsatisfactory performance (clause 43).

**20. SALARY INCREASES AND RATES OF PAY**

**20.1 Salary Increases**

This Agreement provides for a salary increase of 24% (which compounds to 26.53%) on minimum rates of pay to all academic staff. The salary increase will be paid in the following instalments:

- 4% paid 1<sup>st</sup> December 2003
- 4% paid 1<sup>st</sup> December 2004
- 4% due 1<sup>st</sup> December 2005
- 4% due 1<sup>st</sup> December 2006
- 4% due 1<sup>st</sup> December 2007
- 4% due from the last full pay period prior to the expiry date of the agreement

If the University is unable to secure the additional Commonwealth Grant Scheme funding stipulated in the Higher Education Support Act 2003 and made conditional upon the University meeting the National Governance Protocols and the Higher Education Workplace Relations Requirements, there is agreement to enter discussions on this issue and any impact this may have on the proposed 2008 salary increase.

**20.2 Rates of Pay**

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

## **21. CASUAL RATES – MARKING**

- 21.1** Marking and assessment which forms part of the associated duties of a casual academic staff member can be accumulated across the entire period of teaching.
- 21.2** Marking and assessment duties up to ten (10) hours across the teaching period shall apply for each thirteen (13) hours of actual class contact (or its equivalent under on-line and flexible delivery arrangements). Any marking and assessment work in excess of ten (10) hours will be paid at the appropriate marking rate. For each hour of actual class contact less or more than thirteen (13) hours, the ten (10) hours marking and assessment time shall be decreased or increased proportionately.
- 21.3** Supervisors are required to specify in writing the marking and assessment that casual staff members will be required to undertake during the teaching period. Casual staff members will be asked to maintain a log of time spent on marking and assessment.
- 21.4** In units or courses which require casual staff to have an above average amount of consultation with students, an accumulation of less than ten (10) hours of marking and assessment (for each thirteen (13) hours of class contact) may be agreed. Any marking and assessment work in excess of the agreed hours will be paid at the appropriate marking rate.

## **22. HIGHER DUTIES**

- 22.1** Staff members temporarily performing the duties of a designated higher classified position involving a significant coordination/management role (ie. acts in a vacant Course Coordinator, Head position, Director of Centre or Executive Dean) for ten (10) or more consecutive working days, will be paid an allowance equivalent to the difference between their salary and the minimum salary of the higher classification.
- 22.2** Superannuation contributions to the UniSuper Scheme are paid based on the higher duties salary from the first day of the period of higher duties exceeding twelve (12) months. Superannuation contributions to the QSUPER Defined Benefit Plan, if applicable, are paid based on the higher duties salary from 1 July of each year if the period of higher duties has been continuous from at least the 1 July of the previous year.

## **23. FLEXIBLE REMUNERATION SCHEME**

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

choose not to seek financial advice will be required to sign a release form and submit it to the Human Resources department.

**24. SUPERANNUATION**

**24.1** The University will make and maintain contributions to the Uni Super and Q Super superannuation schemes for all eligible staff, including new staff, at the relevant level of contribution in effect at the date of certification of this Agreement for the life of this Agreement.

**24.2** After 30 June 2006 the University may consider providing eligible staff with a choice of superannuation fund.

If a choice of fund is offered, the University will make and maintain the relevant employer contribution levels in place at the time of certification of this Agreement.

**24.3** During the life of this Agreement, the University will consult should any amendments occur to relevant legislation or to the Trust Deeds of the relevant funds which impact upon the funds. Consultation will occur with affected staff and where they request a staff representative(s) prior to any changes being made.

**PART C – LEAVE****25. LEAVE ENTITLEMENTS**

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

Leave type	Employee Category	Entitlement	Conditions
<b>Recreation Leave</b>	Full-time	20 days for each 12 months of continuous service	-All leave accrued during any calendar year will be deemed to have been taken by the end of the 2 <sup>nd</sup> week of February in the following year subject to approval to accrue as below. -Accrual beyond 1 year entitlement is subject to approval of Executive Dean. Maximum accrual is 40 days. -Leave loading of 17.5 % of ordinary salary. -Leave can be taken in unbroken periods.
	Part-time	Accrues on a proportional basis	
<b>Sick Leave</b>	Full time	10 days (cumulative) per annum	-Staff employed as on-going or for at least 12 months have entitlement in advance for first year of entitlement -On sick leave for more than 3 consecutive days must provide medical certificate.
	Part time	Accrues on a proportional basis of the full time entitlement	
	Casual	No entitlement to paid sick leave	
<b>Long Service Leave</b>	Full time	On completion of 10 years service entitled to 6.5 days paid leave for each year of continuous service.	-Maximum accrual is 90 days (80 days from 1 July 2006 ) before a staff member is required to take leave with 12 months notice. -Recognition of previous service subject to policy. -Can take leave in minimum lots of 1 week, or less then 1 week with approval of HR Director. -Can take leave at time of choosing provided 6 months notice is given, prior to leave commencing. -Applies to casual staff who have completed 10 years continuous service on or after 21 June 1990.
	Part time	Accrues on a proportional basis of full time entitlement	
	Casual	Formula: Actual Units x 0.025 x hourly rate. Actual units means total hours paid. Hourly rate is average of the hourly rate paid during the 12 mths service prior to taking long service leave	
<b>Maternity Leave</b>	Full time - primary carer	26 weeks paid leave after 12 months service 12 weeks paid leave between 9 -12 months service Nil paid leave less than 9 months service 26 -52 weeks unpaid parental leave	-Maximum period of leave is 52 weeks. -Entitled to return to position held immediately prior to taking parental leave. -12 weeks paid leave in special circumstances defined in policy.
	Part time - primary carer	Paid on a proportional basis of the full time rate.	
	Casuals –primary carer	52 weeks unpaid leave	
<b>Partner</b>	All staff	5 days paid leave after 12	-No entitlement to paid maternity

<b>Leave</b>	(excluding casuals)	months service 3 days paid leave between 9 - 12 months service. 52 weeks unpaid leave if primary carer.	leave. -Can be taken in single days -Maximum period of leave is 52 weeks.
<b>Adoption Leave</b>	All staff - primary carer (excluding casuals)	Entitled to paid maternity leave, partner leave or unpaid parental leave as above.	-Maximum period of leave is 52 weeks.
	Casuals –primary carer	52 weeks unpaid leave	
<b>Personal Leave</b>	All staff (excluding casuals)	7 days paid leave each 12 months.	Non-cumulative At University discretion
	Part Time	Accrues on proportional basis of full time rate	
	Casuals	Nil entitlement	
<b>Defence Forces Leave</b>	All employees (excluding casual)	Paid leave	-Only members of Reserve Forces -In accordance with Federal Government Provisions
<b>Jury Service</b>	All employees (excluding casual)	Paid or Unpaid leave	Staff can elect to: a) unpaid leave -can retain all jury fees; or b) full pay, jury fees must be paid to the University
<b>State Emergency Services Leave</b>	All Employees	Paid leave	-Only members of State Emergency Service -Emergency declared by authority of the <i>Counter Disaster Organisation Act</i> , or at HR Director's discretion.
<b>Leave Without Pay</b>	All employees	Unpaid leave	-Recreation leave entitlement should be used first. -At University discretion.
<b>Workplace Relations Training Leave</b>	All staff (excluding casuals)	5 days per calendar year at ordinary rate of pay.	-Subject to work area not being unduly affected or inconvenienced. -Two weeks notice prior to taking leave.

## 26. REDUCED WORKING YEAR SCHEME

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

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

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

In the case of academic staff, the teaching load undertaken across the year will be at the appropriate proportion of that of a person in an equivalent area who is working for the full fifty-two (52) weeks. The entitlement will be applied in accordance with the Manual of Policies and Procedures. The University will consult with the ACC prior to any proposed changes to this policy.

## **PART D - OTHER CONDITIONS**

### **27. CATEGORIES OF APPOINTMENT**

This clause places no limits on the forms and mix of employment arrangements that the University may enter into with staff.

#### **27.1 On-going appointment**

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

#### **27.2 Fixed-term appointment**

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

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

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

Following the expiration of a fixed-term appointment and where it is determined that the position will continue, the University will offer the staff member appointment to that position where:

- (i) the duties of the position remain substantially unchanged; and
- (ii) the staff member was initially appointed through a merit based selection process; and
- (iii) the staff member has demonstrated satisfactory performance.

#### **27.3 Casual appointment**

34.3.1 A casual appointment is an appointment of a staff member by the hour and the payment of such staff member on an hourly basis that includes a twenty-three (23) per cent loading to compensate for Award and Agreement based benefits for which a casual staff member is not eligible.

34.3.2 The definitions for casual academic classifications are contained in Schedule 5 and arrangements relating to marking and assessment performed by a casual staff member are contained in Clause 21.

34.3.3 Over the life of this Agreement, the University shall provide all casual academic staff with adequate and appropriate access to professional development opportunities, access to services, equipment, storage facilities and office space for the purpose of student consultation.

34.3.4 Payment for work performed by casuals will be paid within twenty-two (22) days of a formal claim application being submitted to the pay office.

**27.4 Additional Appointment**

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

**28. MODES OF EMPLOYMENT****28.1 Full-time employment**

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

**28.2 Part-time employment**

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

**29. COMMITTEES**

**29.1** A Committee established under Clauses 32 (Probation Review Committee), 43 (Unsatisfactory Performance Review Committee), 44 (Misconduct Investigation Committee) and 45 (Redundancy Review Committee), shall be established in accordance with this Clause.

**29.2** Any conflict/s or potential conflict/s of interest that may undermine the application of natural justice or procedural fairness will be taken into account in establishing the membership of a Committee.

A Committee undertakes to perform its duties with regard to the principles of natural justice and procedural fairness, including:

- Actively supporting the procedures outlined in the relevant clauses of this Agreement;
- Considering each matter or issue in a fair and unbiased manner;
- Identifying, and where appropriate acting upon, any conflict(s) of interest that may adversely affect or compromise the Committee's operations and/or deliberations; and
- Supporting and maintaining confidentiality.

**29.3** A Committee will be established as expeditiously as possible and will comprise three (3) persons consisting of:

- a Chair appointed by the Vice-Chancellor in consultation with the staff representatives on the ACC. The Chair shall be external to the staff member's division/faculty or may be external to the University;
- one staff member appointed by the Vice-Chancellor, and
- one staff member nominated from the staff member's committee pool by the ACC.

**29.4** Staff members' committee pool: A pool of four (4) staff members will be established to be available for appointment to committees established under this Agreement. These staff members will be elected by staff. For the purposes of this clause, the committees are those outlined in subclause 29.1, and the dispute resolution committee (sub-clause 13.2) but excludes the ACC which is formed in accordance with clause 6.1.

**29.5** Committees established under Clauses 43 (Unsatisfactory Performance Review Committee), 44 (Misconduct Investigation Committee) and clause 45 (Redundancy Review Committee) will determine their own procedures which must be consistent with the principles of natural justice and procedural fairness and shall:

- conduct proceedings in private;
- take into account all information which it considers relevant to the case, including any response(s) by the staff member;
- provide the staff member with a copy of all written statements received by the Committee.
- interview any person that it considers relevant to the case;
- allow the staff member (and where they so choose their Representative) to be present during all interviews;
- provide parties to the review with a reasonable opportunity to call and question witnesses and to present and challenge evidence;
- provide the staff member a reasonable opportunity to provide a verbal or written response including to matters raised in written statements and/or present a submission; and
- keep a complete record of proceedings and make the record available to the staff member or Vice-Chancellor upon request;

### **30. STANDARDS OF PERFORMANCE**

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

### **31. PERFORMANCE PLANNING AND REVIEW FOR ACADEMIC STAFF (PPR-AS)**

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

- 31.1** PPR-AS applies to all academic staff employed on an on-going or fixed-term basis (full-time or part-time) for more than twelve (12) months;
- 31.2** PPR-AS combines performance review, planning for staff development, incremental progression, probation, and renewal of fixed-term appointments into one integrated process;
- 31.3** The PPR-AS cycle will normally occur over a twelve (12) month period;
- 31.4** PPR-AS will be conducted by the supervisor who will normally be the Head. It is acknowledged that the Executive Dean may approve the delegation of the authority to supervise;
- 31.5** The supervisor will provide the staff member with feedback;
- 31.6** Activities or involvement in professional associations shall be recognised as contributing to the professional leadership area of achievement for all relevant purposes;
- 31.7** Where PPR-AS discussions result in decisions concerning annual increments, promotion, probation, renewal of fixed-term appointments, applications for Professional Development Program or any similar matters where the Head gives a reference or assessment, the supervisor will provide the staff member with full details of their recommendations in writing as soon as practicable;
- 31.8** The performance management documentation remains confidential to the supervisor and the staff member. The Head will also have access to the documentation unless the Executive Dean has replaced the Head as supervisor at the staff member's request;
- 31.9** Any matters of disagreement between the staff member and supervisor regarding PPR-AS will be referred to the Head (if not the supervisor) or the Executive Dean of Faculty (if the Head is the Supervisor). If disagreements are unable to be resolved, the staff member may

refer them to the University's Grievance Resolution Procedures for Workplace Related Grievances and Bullying in the Manual of Policies and Procedures.

## **32. PROBATION**

### **32.1 On-going appointments**

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

#### **(i) Confirmation of Appointment**

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

#### **(ii) Period of Probation**

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

The Head may recommend termination or confirmation of appointment before the end of the probation period and the staff member may apply for confirmation before the end of the probation period. Confirmation before the end of the probation period would be approved only in exceptional circumstances. In the case of either termination or confirmation of appointment before the end of the probation period, the procedures relating to the final review process under 32.1(iii) of this Clause will apply.

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

#### **(iii) Probation Reviews**

The staff member and the supervisor will carry out joint probation reviews as part of the annual PPR-AS process. A final review will be conducted by the supervisor before the conclusion of the probationary period. The final review may be conducted at any time during the period of probation for the purposes of early confirmation or termination of appointment.

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

At the time of the final review, the supervisor will recommend, where applicable:

- For Levels A to C, through the Head (where the Head is not the supervisor) and the Executive Dean to the Deputy Vice-Chancellor (Academic); or
- For Levels D to E, through the Head (where the Head is not the supervisor) and the Executive Dean via to the Deputy Vice-Chancellor (Academic) to the Vice-Chancellor, that the appointment be:
  - confirmed and the appointee offered on-going employment; or
  - terminated.

If the recommendation is to confirm the appointment and the Deputy Vice-Chancellor (Academic) (for Levels A to C), or the Vice-Chancellor, (for Levels D to E), agrees with the recommendation then the staff member will be offered an on-going appointment.

The Deputy Vice-Chancellor (Academic) (for Levels A to C) or the Vice-Chancellor (for Levels D to E) will establish a panel when:

- the Head recommends termination of the appointment,
- the Deputy Vice-Chancellor (Academic) (for Levels A to C), or the Vice-Chancellor (for Levels D to E) is of the view that the appointment should be terminated, or
- early confirmation is being considered.

The panel will recommend to the Deputy Vice-Chancellor (Academic) for Levels A to C, and to the Vice-Chancellor for Level D to E that the appointment be:

- confirmed and the appointee offered on-going employment; or
- terminated.

The composition and operation of the panel will be in accordance with the policy in the Manual of Policies and Procedures. The University will consult with the ACC prior to any proposed changes to this policy.

The final decision on probation review will be made by the Deputy Vice-Chancellor (Academic) for levels A to C and by the Vice-Chancellor for levels D to E.

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

#### **(iv) Review – Notice of Separation**

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

The Vice-Chancellor will establish a Probation Review Committee in accordance with Clause 29 (Committees) which will conduct the review as expeditiously as possible.

The Committee shall have access to all relevant information, records and persons. After considering all such material, the Committee may either:

- dismiss the review or
- if it finds that the University has not complied with its procedures, it may refer the case back to the Deputy Vice-Chancellor (Academic) for levels A to C or to the Vice-Chancellor for levels D to E for reconsideration indicating clearly where there had been a departure(s) from the procedures.

The decision of the Committee is final and binding on all parties to the review. The staff member shall be advised in writing of the Committee's decision.

## **32.2 Fixed-term appointments**

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

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

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

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

#### 32.2.2 Probation reviews

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

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

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

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

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

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

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

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

32.2.3 Despite any other provision of this Clause 32.2, the University may at any time during the probation period confirm or terminate the employment of a probationary staff member.

### **33. AVAILABILITY**

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

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

### **34. ALLOCATION OF WORKLOAD**

#### **34.1 Academic Work**

Academic work embraces academic leadership, teaching performance and leadership, research, scholarship and other creative activity and professional leadership. All academic staff at the University shall have adequate and appropriate opportunities to perform in all these areas.

The objective of this clause is to ensure that the workloads of all academic staff are fair, reasonable, distributed equitably and take adequate account of changing circumstances. Hours of work for academic staff are not prescribed.

### **34.2 School Workload Guidelines**

Each school will have School Workload Guidelines which will be consistent with the principles in this clause and subject to the procedures and provisions outlined in the *University-Wide Guidelines for Academic Workload*. The University will consult with the ACC prior to any proposed changes to the Guidelines.

School Workload Guidelines will be developed through consultation between the Head of School/ Unit and staff. The consultation will include but not be confined to a meeting to which all academic staff of the school are invited.

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

Factors to be considered by the Head in developing school workload guidelines are contained in the *University- Wide Guidelines for Academic Workload*.

### **34.3 Workloads of Individual staff**

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

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

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

In allocating workload the Head will ensure that:

- staff members do not have an unreasonable workload taking account of the total quantum of workload for each individual over the year;
- workloads are distributed equitably amongst staff;
- staff members have the opportunity to demonstrate performance which may lead to promotion;
- staff members can participate in, develop and balance their expertise in all the academic areas but need not require duties to be undertaken in all of these areas in any one year;
- the importance of a work and life balance is recognised;
- the average allocated workload of a school does not increase from year to year taking account of the staffing levels and work practices of the school; and
- senior academic staff maintain direct teaching contact, particularly with undergraduate and/or postgraduate students.

### **34.4 Reasonable workload**

The School's Guidelines must provide that each staff member can complete their allocated workload working within an indicative average of five (5) days per week across forty-six (46) working weeks (fifty-two (52) weeks less four (4) weeks recreation leave and ten (10) days of public holidays).

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

**34.5 Workload Review**

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

Where discussions with the supervisor fail to resolve workload concerns, the staff member(s) and where the staff member requests a staff representative(s), may raise the matter with the Human Resources Director seeking a workload review. Following consultation with the relevant Executive Dean and Head, the Human Resources Director will establish a workload review where there is bona-fide evidence of unreasonable allocated workload.

The review will be conducted by a nominee of the Deputy Vice-Chancellor (Academic) and a nominee of the staff member or where the staff member requests, a nominee of the staff member's representative.

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

A dispute about issues in this clause, other than one relating to implementation, can not be referred to the Australian Industrial Relations Commission.

**35. SUMMER PROGRAM**

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

- (i) participation of academic staff in summer program teaching will be by mutual agreement between the staff member and the Head;
- (ii) where the staff member has agreed to undertake summer program teaching, their teaching workload for the year or such other period as may be agreed (which would normally be not longer than eighteen (18) months), will be no greater than a teaching workload undertaken over the same period without any summer program teaching. This will be achieved in one of the following ways:
  - the staff member and the Head will agree that the staff member has no teaching duties in the semester either preceding or following the summer semester; or
  - the staff member and the Head will agree that the staff member will work in three (3) semesters in the calendar year and agree to the allocation and distribution of their teaching workload to ensure it is no greater than if they taught in two (2) semesters only; or
  - as otherwise agreed.
- (iii) in reaching agreement under (i) and (ii) above, the Head will ensure that:
  - staff who teach in the summer program will normally have at least one (1) week free of teaching and marking between the previous or following semester and the summer program
  - staff teaching in a summer program will be able to take at least twenty (20) consecutive days as recreation leave during a preceding or following semester.

**36. WORKING OVERSEAS**

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

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

### **37. INTELLECTUAL AND ACADEMIC FREEDOM**

**37.1** Guarantees of intellectual and academic freedom are essential to the proper functioning of a University culture. The rights of academic freedom that will be recognised and protected, include the rights to:

- pursue critical and open inquiry;
- participate in public debates and express opinions about issues and ideas related to their field of expertise;
- participate in established decision making structures and processes within the University; and
- participate in professional and representative bodies, including trade unions.

**37.2** In the first instance any alleged limitation of these rights will be dealt with under the Grievance Resolution Procedures for Workplace Related Grievances and Bullying in the Manual of Policies and Procedures .

**37.3** Academic staff members have the right to express unpopular or controversial views, but this does not mean that they have a right to harass, vilify, defame or intimidate.

### **38. INDIGENOUS EMPLOYMENT**

#### **38.1 Definition**

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

#### **38.2 Employment Strategy**

##### **38.2.1 Principles**

There is a commitment to increasing employment and development opportunities for Indigenous Australians consistent with and building upon the QUT Indigenous Australian Employment and Career Development Strategy (2002-2007).

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

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

##### **38.2.2 Objectives**

The Strategy includes measures to increase Indigenous employment and

participation at all levels of work activity throughout QUT and is guided by the employment target of seventy (70) full-time equivalent ongoing positions held by Indigenous staff by 2007.

Measures will include:

- Identification of positions for which being an Indigenous Australian is a genuine occupational qualification.
- Designation of positions which offer genuine developmental opportunities to Indigenous staff.
- Facilitating and encouraging the direct involvement of Indigenous employees in determining their own career strategies, goals and objectives.
- Maximising career development for current and new Indigenous staff in order to enhance experience of university operations.
- Ensuring that management and staff are provided with opportunities to receive appropriate training and exposure to Indigenous knowledge and culture.

Progress towards the target for Indigenous employment can be raised through the Academic Consultative Committee.

**38.2.3 Indigenous Australian Employment and Career Development Working Party**  
The Working Party will include the Deputy Vice-Chancellor (Academic), the NTEU Queensland Secretary, one nominee of the unions respondent to the Professional Staff Enterprise Agreement 2005-2007, University senior manager (nominated by Deputy Vice-Chancellor (Academic)), Human Resources Director or nominee, Oodgeroo manager, Indigenous Employment Officer, Indigenous staff member (Oodgeroo unit) elected by Oodgeroo staff and Indigenous staff member (non Oodgeroo unit) elected by Indigenous staff outside Oodgeroo unit.

The Working Party will recommend actions and strategies to the Deputy Vice - Chancellor (Academic) and provide a report every six (6) months to the Academic Consultative Committee. The Working Party will be expected to liaise with the Aboriginal and Torres Strait Islander Committee of the University.

### **38.3 Oodgeroo Unit**

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

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

### **38.4 Employment of Non-Indigenous Staff in Identified positions**

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

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

#### **38.4.1 Language Allowance**

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

Level 1 Elementary	\$1,264.83 pa
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**38.5 Cultural Leave**

Leave for cultural purposes is provided under Clause 25 Leave Entitlements (Personal Leave). Leave additional to the entitlement available under Personal Leave may be granted in certain circumstances.

**39. CODE OF CONDUCT**

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

**40. WORKPLACE BULLYING AND GRIEVANCE PROCEDURES**

Workplace bullying is defined as the repeated less favourable treatment of a person by others, which may be considered unreasonable and inappropriate. It includes behaviour that intimidates, offends, degrades or humiliates a person, possibly in front of colleagues or clients.

Grievances, disputes and complaints about workplace bullying will be dealt with in accordance with the Grievance Resolution procedures for Workplace Related Grievances and Bullying.

It is agreed that the Grievance Resolution procedures for Workplace Related Grievances and Bullying will not be amended without prior consultation with the Academic Consultative Committee.

**41. TERMINATION OF EMPLOYMENT ON MEDICAL GROUNDS**

**41.1** The procedures outlined in this Clause apply to all staff members other than casual staff.

**41.2 Process**

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

**41.2.2** Where the staff member elects to apply to the staff member's superannuation fund, prior to the expiry of the period of notice, for permanent disablement or temporary incapacity benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under subclause 41.2.1 will lapse and no further action will, subject to subclause 41.2.3, be taken by the Vice-Chancellor under this Clause.

**41.2.3** Where the superannuation fund decides that the staff member, following a period of receipt of temporary incapacity benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed in accordance with this Clause without further recourse to the provisions of subclause 41.2.2.

**41.2.4** A copy of the medical report made by the medical practitioner under subclause 41.2.1 will be made available to the Vice-Chancellor and to the staff member.

**41.2.5** If the medical examination reveals that the staff member is unable to perform his/her duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the Vice-Chancellor may, subject to subclause 41.2.6, terminate the employment of the staff member in accordance with the relevant notice period outlined in subclause 41.2.11. Prior to taking action to terminate the employment of a staff member, the Vice-Chancellor may offer the staff member the opportunity to submit a resignation and where submitted, it will be accepted and no action taken to proceed with termination.

- 41.2.6 A staff member (or person acting on their behalf) may request within fourteen (14) days of the medical report being made available to the staff member, that the findings of the medical examination referred to in subclause 41.2.5 be confirmed by a panel of medical practitioners or by an independent specialist in accordance with subclause 41.2.7 below.
- 41.2.7 If such a request is received, the Vice-Chancellor will not terminate the employment of the staff member unless and until the findings of the report are confirmed by;
- (i) a panel consisting of three medical practitioners as follows :
    - One (1) medical practitioner appointed by the University;
    - One (1) medical practitioner appointed by the staff member or a person acting on his/her behalf; and
    - One (1) medical practitioner appointed by the President of the Queensland Branch of the Australian Medical Association;
- or
- (ii) An independent specialist, agreed to between the University and the staff member or where the staff member requests a staff representative(s).
- 41.2.8 This panel or an independent specialist will not include the practitioner who made the initial report. Every effort will be made to appoint the panel no later than seven (7) days from the staff member's request being received by the Vice-Chancellor.
- 41.2.9 In making an assessment as to whether or not a staff member is unable to perform his/her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner, panel of medical practitioners, or independent specialist, as far as possible, will apply the same definitions of permanent disablement as contained in the trust deeds of the staff member's superannuation scheme, if any, in determining qualification of a disablement pension or other similar benefit.
- 41.2.10 The Vice-Chancellor may construe a failure by a staff member to undergo a medical examination in accordance with these procedures within three (3) months of a written notification to do so as establishing that such a medical examination would have found that the staff member is unable to perform his/her duties and is unlikely to be able to resume them within twelve (12) months. In such circumstances, the Vice-Chancellor may act accordingly provided that such a refusal by a staff member in these circumstances will not constitute misconduct or serious misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.
- 41.2.11 For the purpose of subclause 41.2.5, the University will provide a period of notice of six (6) months. Payment in lieu of the notice prescribed above may be made by agreement between the staff member and the University.

## **42. NOTICE OF TERMINATION**

### **42.1 Notice and Circumstances of termination by the University**

- 42.1.1 The University may only terminate the employment of a staff member appointed to on-going or fixed-term positions under the following circumstances:
- (i) voluntary and involuntary redundancy;
  - (ii) instances of termination of employment as a result of disciplinary action for either unsatisfactory performance or serious misconduct;
  - (iii) termination on medical grounds; and
  - (iv) termination during or at the end of the period of probation.

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

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

## 42.2 Notice of termination by a staff member

42.2.1 Staff members appointed to on-going or fixed-term positions are required to give a minimum of four (4) months notice of termination unless a staff member's contract of employment specifies a different period of notice.

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

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

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

## 42.3 Expiration of a fixed-term appointment

42.3.1 Notice of renewal or non-renewal

A staff member appointed to a fixed-term appointment as described in subclause 42.3.2(v) will be provided with the following written notice of the intention to renew or not renew the appointment:

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

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

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

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

42.3.2 Severance pay

Severance pay will be payable for continuous service under the following conditions:

- (i) a staff member on a fixed-term appointment: described in Clause 42.3.2(v)
- (ii) the staff member's appointment is not renewed because:
  - in the case of a staff member on a second or subsequent fixed-term appointment, the same or substantially similar duties are no longer required by the University; or
  - the duties continue to be required but another person has been appointed, or is to be appointed, to undertake the same or substantially similar duties; and
- (iii) when the staff member seeks to continue the employment; and

- (iv) when there is no further offer of employment for a reasonably related appointment.

If the University obtains an acceptable alternative position for the staff member within the University within six (6) weeks of the expiry of the staff member's fixed-term appointment, the University may make application to the Australian Industrial Relations Commission to have the severance payment prescription varied.

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

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

The University may defer the payment of severance pay for a maximum of four (4) weeks after the expiry of a staff member's fixed-term appointment under the following circumstances:

- where the University may offer further employment within six (6) weeks of the expiry of the staff member's fixed-term appointment; and
- where the staff member is advised of this in writing.

For the purposes of subclause 42.3, breaks between appointments of up to two (2) times per year and of up to six (6) weeks in total will not constitute breaks in service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for purposes of this subclause.

- (v) 'Specific task or project' shall mean a definable work activity with a stating time and an anticipated timeframe for completion. Without limiting the generality of that circumstance, it shall also 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; funding additional to an organisational area's normal funding arrangements and sources which can only be guaranteed for the period of employment.

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

'Recent professional practice required' is where curriculum in professional or vacation education requires that work be undertaken by the appointment of a person who has recent practical or commercial experience, such a person may be appointed for a fixed-term period not exceeding two (2) years.

## **43. MANAGING UNSATISFACTORY PERFORMANCE**

### **43.1 Application**

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

- 43.1.1 When a supervisor identifies the performance of a staff member as unsatisfactory every effort must be made to resolve performance issues through guidance, counselling, appropriate academic staff development, and/or appropriate work allocation.

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

- 43.1.2 Where a staff member so requests, a staff member will be assisted throughout this process by a Representative as defined in subclause 6.19(i).

- 43.1.3 When following efforts to resolve unsatisfactory performance through appropriate measures outlined in 43.1.1, a supervisor believes the performance of a staff member continues to be unsatisfactory, the supervisor:

- (i) will discuss with the staff member the nature of the improvement required and the time within which improvement is expected. The review period will normally be up to six (6) months.
- (ii) where appropriate, direct the staff member to undertake a course of professional development or other appropriate programs designed to assist in improving performance.
- (ii) may consult with the staff member's colleagues about the performance matters and will advise the staff member prior to such consultation taking place.
- (iv) will provide regular feedback to the staff member on his/her progress and, where appropriate, provide any further support to assist in improving performance.

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

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

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

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

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

- (i) the performance standards expected by the supervisor are reasonable;
- (ii) appropriate steps have been taken to bring the unsatisfactory nature of the performance to the staff member's attention;
- (iii) adequate opportunity to respond to the supervisor's report was given to the staff member;
- (iv) the response was given due and proper consideration;

- (v) a reasonable opportunity has been provided to remedy the unsatisfactory performance

43.1.7 The Deputy Vice-Chancellor (Academic) will then decide to:

- take no further action; or
- refer the matter back to the supervisor to ensure the matters in 43.1.6 have been complied with; or
- recommend to the Vice-Chancellor that disciplinary action be taken in accordance with sub-clause 6.7.

43.1.8 The Deputy Vice-Chancellor (Academic) will advise the staff member in writing of any decision made in accordance with sub-clause 43.1.7.

43.1.9 Where disciplinary action has been recommended, the staff member may advise the Deputy Vice-Chancellor (Academic) within ten (10) working days if he/she wishes to refer the matter to an Unsatisfactory Performance Review Committee.

43.1.10 Where the staff member elects to have the matter referred to an Unsatisfactory Performance Review Committee, the Vice-Chancellor will establish a Committee in accordance with clause 29.

43.1.11 Where the staff member does not elect to have the matter referred to a Review Committee, the Vice-Chancellor will consider the recommendation of the Deputy Vice-Chancellor (Academic) and may take disciplinary action consistent with subclause 6.7. The Vice-Chancellor will advise the staff member in writing of any decision made and such decision will take effect no earlier than five (5) working days from the date of the Vice-Chancellor's written advice.

43.1.12 Where a matter is referred to the Unsatisfactory Performance Review Committee:

- (i) the Committee shall operate in accordance with clause 29 and will, unless otherwise agreed, report its findings to the Vice-Chancellor as expeditiously as possible and within thirty (30) days of the Review Committee being established.
- (ii) the staff member and the University are entitled, where they so choose, to be represented in proceedings before the Review Committee by a relevant Representative as defined in subclauses 6.19 (i) and 6.24.

43.1.13 The Review Committee will provide a written report to the staff member and the

- (i) Vice-Chancellor containing its findings on:  
whether the procedures outlined in subclauses 43.1.3 to 43.1.7 have been followed and/or
- (ii) the appropriateness of the disciplinary action recommended by the Deputy Vice-Chancellor (Academic).

43.1.14 Following consideration of the report of the Review Committee (which will not be binding on the Vice-Chancellor) the Vice-Chancellor will either:

- (i) advise the staff member in writing that he/she is satisfied that there has been no unsatisfactory performance; or
- (ii) take disciplinary action and decide what that disciplinary action will be.

43.1.15 The Vice-Chancellor will advise the staff member in writing of any decision made and such decision will take effect no earlier than five (5) working days from the date of the Vice-Chancellor's written advice.

43.1.16 Nothing in this clause prevents or affects the procedures for the denial of an increment as referred to in Clause 19.

43.1.17 Nothing in this clause prevents the Vice-Chancellor on the Vice-Chancellor's own motion referring a question of possible unsatisfactory performance to a supervisor for appropriate action.

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

#### **44. DISCIPLINARY ACTION FOR MISCONDUCT AND SERIOUS MISCONDUCT**

##### **44.1 Application**

This Clause applies to all on-going and fixed-term staff members engaged for six (6) months or more.

##### **44.2 Procedures**

44.2.1 Before the Vice-Chancellor takes Disciplinary Action against a staff member for conduct amounting to Misconduct or Serious Misconduct, the Vice-Chancellor must take the steps in this Clause, except that, where a matter which may involve Misconduct or Serious Misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under Clause 43 the procedures in this Clause are not required.

44.2.2 Any allegation of Misconduct or Serious Misconduct will be considered by the Vice-Chancellor. If he/she believes such allegation(s) warrant further investigation, the Vice-Chancellor will:

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

44.2.3 At the time of notifying the staff member in accordance with Clause 44.2.2 if the Vice-Chancellor is of the view that the alleged conduct is such that it would be unreasonable to require the University to continue the staff member's attendance at work pending investigation of the allegation(s) in accordance with the procedure outlined in this Clause, the Vice-Chancellor may suspend the staff member with or without pay.

Where suspension without pay occurs:

- (i) the staff member can draw on any recreation leave or long service leave entitlements for the duration of the suspension without pay;
- (ii) the Vice-Chancellor may at any time direct that salary be paid on the grounds of hardship; and
- (iii) where the matter is subsequently referred to the Misconduct Investigation Committee, the Committee will determine whether suspension without pay will continue and may amend the nature of the suspension to one with pay from the date on which the suspension took effect.

44.2.4 During any period of suspension, the staff member may be excluded from the University. An exception to this is that the staff member will be permitted reasonable access to the University for the preparation of his/her case and to collect personal property.

- 44.2.5 If each of the allegation(s) made against the staff member is denied by the staff member, and the Vice-Chancellor is of the view that there has been no Misconduct or Serious Misconduct, he/she will immediately advise the staff member in writing and may, at the request of the staff member, publish the advice in an appropriate manner.
- 44.2.6 If one or more of the allegation(s) are admitted by the staff member and the Vice-Chancellor is of the view that the conduct constitutes Misconduct or Serious Misconduct, the Vice-Chancellor will advise the staff member in writing of the decision and the operative date and details of the Disciplinary Action to be taken.
- 44.2.7 If each of the allegation(s) is wholly or partly denied, or if the staff member has not responded to the allegation(s), the Vice-Chancellor may:
- (i) decide to take no further action; or
  - (ii) counsel or censure the staff member in relation to the conduct in question and take no further action; or
  - (iii) refer the matter to the Misconduct Investigation Committee.
- 44.2.8 Where a matter is referred to the Misconduct Investigation Committee:
- (i) the Committee shall be provided with a copy of the written allegation(s) and a copy of any written reply to the allegation(s) by the staff member;
  - (ii) the Committee shall operate in accordance with clause 29 and shall, unless otherwise agreed with the Vice-Chancellor, complete its role as expeditiously as possible and within thirty (30) days of the Committee being established; and
  - (iii) the staff member and the University are entitled, where they so choose, to be represented in proceedings before the Review Committee by a relevant Representative as defined in subclauses 6.19 (i) and 6.24.
- 44.2.9 The Misconduct Investigation Committee will provide the Vice-Chancellor and staff member with a written report containing a finding including whether any mitigating circumstances are evident, as to whether or not, in the Committee's view, the allegation(s) have been established on the balance of probabilities (Where the view of the Committee is not unanimous, the minority view holder shall include in the report to the Vice-Chancellor the reasons for his/her view).
- 44.2.10 Following consideration of the report from the Misconduct Investigation Committee (which will not be binding on the Vice-Chancellor), if the Vice-Chancellor determines that misconduct or serious misconduct has occurred, the Vice-Chancellor shall determine whether or not to impose Disciplinary Action and, if so, what that Disciplinary Action will be. The Vice-Chancellor shall advise the staff member in writing of this decision. Where the decision is that the misconduct or serious misconduct has not occurred the Vice-Chancellor may, at the request of the staff member, publish the decision in an appropriate manner.
- 44.2.11 A decision not to impose Disciplinary Action where there has been Misconduct or Serious Misconduct can not be construed as an admission that there was no conduct justifying a previous decision to suspend without pay and any payment for lost salary during a period of suspension shall be at the Vice-Chancellor's discretion.
- 44.2.12 Where a staff member has been suspended without pay pending the decision of the Vice-Chancellor, then any lost salary will be reimbursed if there was no misconduct or serious misconduct.
- 44.2.13 All actions of the Vice-Chancellor under this Clause will be final, except that nothing in this Clause will be construed as excluding the jurisdiction of any court or tribunal which, but for this Clause, would be competent to deal with the matter.

## **45. VOLUNTARY AND INVOLUNTARY REDUNDANCY**

### **45.1 Application**

This clause applies to staff members employed on an on-going and fixed term basis.

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

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

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

### **45.2 Step 1 – Voluntary Redundancy**

Where the University identifies a need to achieve staff reductions, it will call for applications from staff members interested in voluntary redundancy and, where appropriate, voluntary part-time.

Applications will be sought from staff members in areas identified in the implementation plan as outlined in Clause 11 (Change Resulting in Job Loss).

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

- (i) A staff member may make application.
- (ii) The Vice-Chancellor has the discretion to accept or reject any staff member's application in accordance with the objective criteria in the implementation plan.
- (iii) The staff member will be informed that either the application is accepted, or will be provided with reasons for not accepting an application.
- (iv) Where an application is accepted by the Vice-Chancellor, consultation will occur as soon as possible between the staff member and the Authorising Officer to determine a termination date.

Staff whose applications for voluntary redundancy are approved will receive the benefits for voluntary redundancy as outlined in Clause 45.5.1 payable on the day of their termination date.

### **45.3 Step 2 Involuntary Redundancy**

Where the voluntary measures do not achieve the appropriate staff reductions as set out in the implementation plan, the University may identify specific positions as surplus. Following the identification of these positions the following process will occur:

- (i) The University will hold discussions with the staff member(s) directly affected and where the staff member requests a staff representative(s) The discussions will take place as soon as practicable after the University has made a decision to declare the position(s) redundant and will cover the following:
  - the reasons for the position(s) becoming surplus;
  - measures to avoid or minimise the redundancies including the feasibility of alternative employment arrangements; and

- measures to mitigate any adverse effects on the staff member(s) concerned.

All relevant information and data will be provided to staff and where the staff member(s) requests a staff representative(s) to assist in the consultations.

- (ii) Following these discussions and investigation of alternative employment arrangements, the Vice-Chancellor may formally notify a staff member(s) that their position is surplus to the University's requirements. A staff member who applied for voluntary redundancy and whose application was rejected cannot be made redundant under the arrangements for involuntary redundancy.
- (iii) Within ten (10) working days of notification, the staff member may elect one of the following options and notify the Vice-Chancellor in writing:
  - agree to the redundancy and consult with the Authorising Officer as soon as possible to determine a termination date;
  - seek redeployment in accordance with the relevant provisions of the University's Policy on Redeployment; or
  - seek review of decision to terminate.

Staff who accept involuntary redundancy will receive the benefits for involuntary redundancy as outlined in Clause 45.5.1 payable on the day of their termination date.

Where a staff member elects to seek redeployment, and where at the end of the redeployment search period, the staff member has not been redeployed, the staff member will receive the benefits for involuntary redundancy outlined in Clause 45.5.1 less the redeployment search period.

#### **45.4 Review of decision to terminate**

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

- failure of the University to follow its procedures for involuntary redundancy as outlined in Clause 45.3;
- failure to follow principles of natural justice in making the decision to terminate.

Upon receipt of an application for review (which must be provided within ten (10) working days of receipt of the notification to terminate in accordance with Clause 45.3(ii), the Vice-Chancellor will establish a Redundancy Review Committee in accordance with Clause 29 (Committees).

The Committee must consider the application and make a recommendation within four (4) weeks of the date of application for review.

In its consideration of the staff member's application for review, the Committee will consider the following:

- whether the University has failed to follow its procedures for involuntary redundancy as outlined in Clause 45.3;
- whether the principles of natural justice were followed in making the decision to terminate;
- whether the staff member's position was genuinely redundant; and
- whether the decision for involuntary redundancy was made on a fair and objective basis.

The staff member and the University may be assisted or represented before the Redundancy Review Committee by a Representative as defined in clause 6.19 (i) and 6.24 respectively. The staff member and University or their Representatives will have the right to ask questions of interviewees, and to make submissions. They also shall have the right to present and challenge evidence.

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

If the outcome of the review process is that the staff member's position remains redundant, the staff member will receive the benefits for involuntary redundancy outlined in Clause 45.5.1 less the review period.

#### 45.5 Benefits for Voluntary and Involuntary Redundancy

45.5.1 Subject to sub-clause 45.5.2, a staff member whose application for voluntary separation is accepted by the Vice-Chancellor, or who is made redundant involuntarily by the Vice-Chancellor, will be entitled to the following benefits:

Voluntary Redundancy	Involuntary Redundancy
<ul style="list-style-type: none"> <li>• a lump sum of 30 weeks salary plus two (2) weeks salary for each completed year of service up to five (5) years, plus three (3) weeks for each completed year of service from six (6) to fifteen (15) years, plus two (2) weeks for each completed year of service of sixteen (16) years or more, and an additional payment of eight (8) weeks salary. The total amount will be capped at 78 weeks; and</li> <li>• pro-rata recreation leave and leave loading; and</li> <li>• pro-rata long service leave calculated on completed years of service.</li> </ul>	<ul style="list-style-type: none"> <li>• a lump sum of 30 weeks salary plus two (2) weeks salary for each completed year of service up to five (5) years, plus three (3) weeks for each completed year of service from six (6) to fifteen (15) years, plus two (2) weeks for each completed year of service of sixteen (16) years or more. This amount will be capped at 78 weeks; and</li> <li>• pro-rata recreation leave and leave loading; and</li> <li>• accrued long service leave where applicable.</li> </ul>

45.5.2 A staff member employed on a fixed-term basis whose application for voluntary separation is accepted by the Vice-Chancellor, or who is made redundant involuntarily by the Vice-Chancellor, will be entitled to the benefits outlined in sub-clause 45.5.1 or payment of a lump sum equal to the staff member's salary for the remainder of their fixed-term contract whichever is the greater amount.

45.5.3 All payments made under this Clause will be calculated on the staff member's salary including any allowances at the date of ceasing employment.

45.5.4 For staff members employed on a part-time basis at the date of ceasing employment, all payments will be based on the staff member's salary calculated as the average percentage of full-time employment over the full period of service or on their existing percentage of full-time employment, whichever is greater.

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

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

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

#### **46. REDEPLOYMENT**

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

**SCHEDULE ONE****Salary Scale – Full time Academic Staff**

Classification	Step	01/12/03	01/12/04	01/12/05	01/12/06	01/12/07	/11/08
		4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
<b>LEVA</b>	<b>01</b>	39,390	40,965	42,604	44,307	46,079	47,921
	<b>02</b>	41,638	43,303	45,035	46,835	48,709	50,658
	<b>03</b>	43,885	45,641	47,467	49,366	51,341	53,394
	<b>04</b>	46,139	47,983	49,904	51,899	53,976	56,136
	<b>05</b>	47,968	49,885	51,881	53,955	56,113	58,357
	<b>06</b>	49,794	51,785	53,856	56,011	58,252	60,582
	<b>07</b>	51,620	53,684	55,831	58,064	60,386	62,802
	<b>08</b>	53,447	55,583	57,806	60,118	62,523	65,025
<b>LEVB</b>	<b>01</b>	56,259	58,510	60,851	63,285	65,815	68,448
	<b>02</b>	58,375	60,710	63,139	65,664	68,291	71,023
	<b>03</b>	60,483	62,901	65,416	68,033	70,754	73,585
	<b>04</b>	62,593	65,098	67,702	70,410	73,227	76,157
	<b>05</b>	64,701	67,289	69,982	72,781	75,693	78,722
	<b>06</b>	66,817	69,489	72,267	75,158	78,163	81,289
<b>LEVC</b>	<b>01</b>	68,920	71,678	74,545	77,527	80,629	83,854
	<b>02</b>	71,033	73,874	76,830	79,904	83,100	86,423
	<b>03</b>	73,139	76,063	79,105	82,270	85,560	88,983
	<b>04</b>	75,249	78,260	81,391	84,647	88,033	91,555
	<b>05</b>	77,357	80,452	83,668	87,016	90,496	94,114
	<b>06</b>	79,478	82,659	85,964	89,403	92,980	96,700
<b>LEVD</b>	<b>01</b>	82,985	86,303	89,755	93,345	97,078	100,960
	<b>02</b>	85,797	89,228	92,797	96,509	100,371	104,386
	<b>03</b>	88,612	92,158	95,844	99,677	103,663	107,809
	<b>04</b>	91,427	95,085	98,889	102,844	106,958	111,237
<b>LEVE</b>	<b>01</b>	106,898	111,174	115,622	120,248	125,059	130,060

**SCHEDULE TWO****Salary Rates – Casual Staff**

Classification	Step	1/12/03	01/12/04	28/05/05	01/12/05	01/12/06	01/12/07	/11/08
		Increase	Increase	Casual Loading 20% to 23%	Increase	Increase	Increase	Increase
		4.0%	4.0%		4.0%	4.0%	4.0%	4.0%
CAAAR - Casual Other Academic Activity-Normal	01	25.60	26.62	27.29	28.38	29.52	30.70	31.93
CAAAS - Casual Other Academic Activity-PhD/Coord	01	30.60	31.82	32.62	33.92	35.28	36.69	38.16
CACNK - Casual Clinical Nurse Ed.-Normal Prep	01	51.20	53.25	54.58	56.76	59.03	61.39	63.85
CACNL - Casual Clinical Nurse Ed.-Little Prep	01	38.40	39.94	40.94	42.58	44.28	46.05	47.89
CACNM - Casual Clinical Nurse Ed.-Normal Prep,PhD/Coord	01	61.30	63.75	65.34	67.95	70.67	73.50	76.44
CACNN - Casual Clinical Nurse Ed.-Little Prep,PhD/Coord	01	45.90	47.74	48.93	50.89	52.93	55.05	57.25
CALRA - Casual Lecture-Basic	01	107.70	112.01	114.81	119.40	124.18	129.15	134.32
CALRB - Casual Lecture-Developed	01	143.70	149.45	153.19	159.32	165.69	172.32	179.21
CALRC - Casual Lecture-Specialised	01	179.60	186.78	191.45	199.11	207.07	215.35	223.96
CALRD - Casual Lecture-Repeat	01	71.80	74.67	76.54	79.60	82.78	86.09	89.53
CAMAI - Casual Musical Accompanying-Normal	01	51.20	53.25	54.58	56.76	59.03	61.39	63.85
CAMAJ - Casual Musical Accompanying-PhD/Coord	01	61.30	63.75	65.34	67.95	70.67	73.50	76.44
CAMGO - Casual Marking-Higher Level	01	35.90	37.34	38.27	39.80	41.39	43.05	44.77
CAMGP - Casual Marking-Standard	01	25.60	26.62	27.29	28.38	29.52	30.70	31.93
CAMGQ - Casual Marking-Standard,PhD/Coord	01	30.60	31.82	32.62	33.92	35.28	36.69	38.16
CATRE - Casual Tutoring-Normal	01	76.80	79.87	81.87	85.14	88.55	92.09	95.77
CATRF - Casual Tutoring-Repeat	01	51.20	53.25	54.58	56.76	59.03	61.39	63.85
CATRG - Casual Tutoring-Normal,PhD/Coord	01	91.90	95.58	97.97	101.89	105.97	110.21	114.62
CATRH - Casual Tutoring-Repeat,PhD/Coord	01	61.30	63.75	65.34	67.95	70.67	73.50	76.44

## **SCHEDULE THREE**

### **POSITION CLASSIFICATION STANDARDS**

#### **INTRODUCTION**

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

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

The Position Classification Standards have three parts:

#### **(i) General Standard**

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

#### **(ii) Specific Duties**

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

#### **(iii) Skill Base**

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

### **ASSOCIATE LECTURER (LEVEL A)**

#### **General Standard**

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

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

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

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

#### **Specific Duties**

Specific duties required of an associate lecturer may include:

### **Academic leadership**

limited administrative functions primarily connected with units in which the academic teaches

development of subject area material with appropriate guidance from the unit, subject area or course coordinator

acting as unit coordinator provided that skills and experience demonstrate this capacity

attendance at school and/or faculty meetings and/or membership of a limited number of Committees

### **Research and scholarship**

Conduct of research

### **Teaching performance and leadership**

conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions

preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity

consultation with students

marking and assessment primarily connected with units in which the academic teaches

production of teaching materials for students for whom the academic has responsibility

### **Professional leadership**

Limited involvement in professional activity.

### **Skill base**

An associate lecturer will normally have completed four years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional experience. In many cases a position at this level will require an honours degree, extended professional degree or three year degree with an associated postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

## **LECTURER (LEVEL B)**

### **General Standard**

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

### **Specific Duties**

Specific duties required of a lecturer may include:

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### **Academic leadership**

initiation and development of unit material

acting as unit or subject area coordinator

development of course material with appropriate advice from and support of more senior academic staff

a range of administrative functions, the majority of which are connected with the units or subject areas in which the academic teaches

attendance at school and/or faculty meetings and/or membership of a number of Committees

### **Research and scholarship**

conduct of research

### **Teaching performance and leadership**

conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions

preparation and delivery of lectures and seminars

supervision of the program of study of honours students or of postgraduate students engaged in course work

marking and assessment

consultation with students

production of teaching materials for students for whom the academic has responsibility

### **Professional leadership**

involvement in professional activity

### **Skill base**

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

## **SENIOR LECTURER (LEVEL C)**

### **General Standard**

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

### **Specific Duties**

Specific duties required of a senior lecturer may include:

### **Academic leadership**

initiation and development of course material

course coordination

broad administrative functions

attendance at school and/or faculty meetings and a major role in planning or Committee work

providing advice and support to more junior academic staff

### **Research and scholarship**

conduct of research

### **Teaching performance and leadership**

exercising a significant role in teaching and teaching development within the University

conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions

preparation and delivery of lectures and seminars

supervision of the program of study of honours students and or postgraduate students engaged in course work

marking and assessment

consultation with students

development and promotion of innovative teaching methods

production of teaching materials for students for whom the academic has responsibility

### **Professional leadership**

substantial involvement in professional activity

### **Skill base**

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

## **ASSOCIATE PROFESSOR (LEVEL D)**

### **General standard**

An associate professor is expected to make a significant contribution to all activities of the organisational unit or interdisciplinary area and play a significant role within his/her profession or discipline. Academics at this level may be appointed in recognition of distinction in their disciplinary area.

### **Specific duties**

Specific duties of an associate professor may include:

**Academic leadership**

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

**Research and scholarship**

- conduct of research

**Teaching performance and leadership**

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

**Professional leadership**

- significant contribution to the profession and/or discipline

**Skill base**

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

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

**PROFESSOR (LEVEL E)**

## **General standard**

A professor is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the academic discipline within the school or other comparable organisational unit, within the institution and within the community, both scholarly and general.

## **Specific duties**

Specific duties of a professor may include

### **Academic leadership**

- development of research policy

- playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline

- developing and being involved in administrative matters within the school or other comparable organisational unit and within the institution

- providing advice and support to more junior academic staff

### **Research and scholarship**

- conduct of research

### **Teaching performance and leadership**

- fostering excellence in teaching within the University and University system

- conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions

- preparation and delivery of lectures and seminars

- supervision of the program of study of honours students and of postgraduate students engaged in course work

- making a distinguished personal contribution to teaching at all levels

- marking and assessment

- consultation with students

- development and promotion of innovative teaching methods

- production of teaching materials for students for whom the academic has responsibility

### **Professional leadership**

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

## **Skill base**

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

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

## **SCHEDULE FOUR**

### **Research Only Academic Positions**

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

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

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

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

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

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

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

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

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

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

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

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

### **Skill base**

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

### **Specific Duties**

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

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

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

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

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

### **Skill base**

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

### **Specific Duties**

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

- Supervision of support research staff
- Contribution to the preparation or individual preparation of research proposal submissions to external funding bodies
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars
- Administrative functions connected with the research
- Occasional contributions to the teaching program within the field of the staff member's research
- Attendance at meetings and membership of relevant committees.

### **LEVEL C (Senior Research Fellow, Senior Research Associate)**

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

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

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

### **Skill Base**

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

### **Specific Duties**

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

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

### **LEVEL D (Principal Research Fellow)**

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

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

### **Skill base**

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

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

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### **Specific Duties**

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

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

### **LEVEL E (Principal Research Fellow)**

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

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

### **Skill base**

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

### **Specific Duties**

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

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

## SCHEDULE FIVE

### CASUAL ACADEMIC STAFF POSITIONS

The definitions for casual academic position classifications are outlined below.

#### 1. CASUAL LECTURING

A casual academic staff member required to provide a lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation shall be paid at a rate for each hour of lecture delivered according to the table below.

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

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

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

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

**Repeat Lecture:** 1 hour of delivery and 1 hour of associated working time, provided that the hourly rate in a repeat lecture applies to a lecture in the same subject matter within a period of 7 days and any marking and student consultation reasonably contemporaneous with it.

#### 2. CASUAL TUTORING

A casual academic staff member required to deliver or present a tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation shall be paid at a rate for each hour of tutorial delivered or presented according to the table below. Tutorial means any educational delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the employer.

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

**Repeat Tutorial:** 1 hour of delivery and 1 hour of associated working time, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days and any marking and student consultation reasonably contemporaneous with it.

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

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

#### 3. MUSIC ACCOMPANYING

A casual academic staff member required to provide music accompanying with directly associated non contact duties in the nature of preparation shall be paid at a rate for each hour of music accompanying delivered according to table below. Music accompanying means the provision of music accompaniment to one or more students or staff in the course of teaching by another member of academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

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

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

#### **4. UNDERGRADUATE CLINICAL NURSE EDUCATION**

A casual academic staff member required to provide undergraduate clinical nurse education with directly associated non contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation shall be paid at a rate for each hour of clinical nurse education delivered according to Table A. Undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting.

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

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

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

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

#### **5. CASUAL MARKING**

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

##### **Standard Marking**

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

#### **6. OTHER REQUIRED ACADEMIC ACTIVITIES**

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

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

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

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

## SCHEDULE SIX

### INTERNATIONAL COLLEGE EDUCATORS

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

#### 1. Definitions

**Educators** shall mean a qualified employee engaged to conduct, teach, prepare and assess classes and to perform any or all of the following teaching related duties as may be required: consulting with students outside class time, course preparation, participating in the development of teaching and assessment materials, coordinate programs, conducting computer laboratory and/or language laboratory classes, tours and excursions, marking and assessing assignments and examinations, any program related assessment, program administration, meetings, participating in student activities, any other activity normally associated with teaching and the operation of teaching programs.

**'Director'** means the Director International College.

**'Subject area co-ordination'** means assisting the course-coordinator with subject development, approval of examination papers and unit outlines, maintenance of subject material and with other relevant administration matters.

**'Contact hours'** shall mean hours of work in which an Educator is engaged in face to face teaching and supervision of students in scheduled classes, including computer laboratory classes, but does not include time spent on consulting with students, tours or excursions, materials development, course preparation, assessment, or administration.

**'Professional Staff Enterprise Bargaining Agreement'** shall mean the QUT Enterprise Bargaining Agreement (Professional Staff) 2005 – 2008.

**'Enterprise Agreement'** shall mean the QUT Enterprise Bargaining Agreement (Academic Staff) 2005 – 2008.

**'Union'** shall mean the National Tertiary Education Industry Union.

#### 2. Hours of Work

Ordinary hours of work for full-time Educators are 145 hours over a four (4) week cycle. The normal span of hours will be 8am- 6pm Monday to Friday.

Full-time English Language Educators shall be required to undertake up to 800 contact hours per annum. Contact hours for full-time English Language educators shall not exceed an average of 20 hour per week.

Full-time Educators in the University Diploma Programs shall be required to undertake up to 624 contact hours per annum. Full-time Educators in the University Diploma Programs shall be required to undertake up to 16 contact hours per week in each teaching term.

Full-time Educators in the Foundation/Bridging Programs shall be required to undertake up to 702 contact hours per annum. Full-time Educators in the Foundation/Bridging Programs shall be required to undertake up to 18 contact hours per week in each teaching term.

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

English Language educators employed on a casual basis may work a maximum of 25 teaching contact hours per week by mutual agreement. Educators employed on a casual basis within the

University Entrance Program may work a maximum of 20 teaching contact hours per week by mutual agreement. Educators will not normally be required to undertake more than 6 contact hours in any one day unless otherwise agreed.

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

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

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

The rates payable for overtime are as outlined in clause 30 of the Professional Staff Enterprise Bargaining Agreement. The Director and staff member may agree that overtime may be taken as time off in lieu of payment. Time off in lieu accrues at the appropriate penalty rate. Meal allowances applicable during overtime are as outlined in clause 30.6 of the Professional Staff Enterprise Bargaining Agreement.

Provisions relating to meal breaks and rest pauses are as outlined in the Professional Staff Enterprise Bargaining Agreement clauses 32 and 33.

### **3. Class Size**

Class size for English Language Programs will be in accordance with the NEAS guidelines. The ratio of English Language Educators to students in non student visa classes will not normally exceed 1:20.

## **4. Remuneration**

### **4.1 Salary**

- (a) The classification structure and salaries of English Language I Educators are outlined in Attachment 1.

On appointment, an English Language Educator shall be placed on a salary level commensurate with the minimum salary level for his/her qualifications and experience by reference to Attachment 2.

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

- (c) The salary rates of Educators employed on a casual basis are aligned with the rates for casual academic staff as outlined in Schedule 2 in accordance with the following:

- (i) Staff employed on a casual basis in the English Language Programs shall receive the salary rate for Casual Tutoring (Repeat)
- (ii) Staff employed on a casual basis in the Foundation/Bridging Programs shall receive the salary rate for Casual Tutoring (Normal) and the rate for Casual Tutoring (Repeat) for tutorials given in the same subject matter within a period of seven (7) days.
- (iii) Staff employed on a casual basis in the University Diploma Programs shall receive the salary rates for Casual Lecturing and Casual Tutoring (Normal and Repeat) where applicable.

The salary rate for Other Required Academic Activities will be paid where applicable.

Marking and assessment by casual Educators will be undertaken in accordance with clause 21 of the Enterprise Agreement.

#### **4.2 Incremental Progression**

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

#### **4.3 Flexible Remuneration Scheme**

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

### **5. Leave**

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

- Recreation leave
- Sick leave
- Long service leave
- Parental leave (including maternity, partner and adoption)
- Personal leave
- Defence Reserve Forces Leave
- Jury Service
- Special Leave for State Emergency Services – Call Out
- Leave Without Pay
- Trade Union Training Leave
- Reduced Working Year
- Public Holidays

### **6. Other Conditions**

#### **6.1 Categories of Appointment**

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

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

A casual appointment is appointment and payment of a staff member by the hour. The hourly payment includes a loading to compensate for award based benefits for which a casual staff member is not eligible. The University acknowledges its responsibility in providing casual staff with access to professional development opportunities.

#### **6.2 Modes of employment**

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

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

## 6.3 Probation

### (a) Ongoing Appointment

Provisions relating to probation for staff members appointed on an ongoing basis are as outlined in clause 47 of the Professional Staff Enterprise Bargaining Agreement except that:

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

An application for review must be made in writing and lodged with the Vice-Chancellor within ten (10) working days of the receipt of notice. The Vice-Chancellor will establish a Probation Review Committee in accordance with 6.12 which will conduct the review as expeditiously as possible

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

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

### (b) Fixed-term appointment

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

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

## 6.4 Allocation of Workload

The duties of each staff member will be determined by the Director who will ensure that workloads are distributed equitably amongst all ongoing staff.

In determining workloads the Director shall consult with individual staff members prior to the commencement of each term and during PPR discussions. Such consultation will include matters of class contact and associated duties and other duties. In determining workloads, in particular class contact hours, the Director will give consideration to any requirements relating to subject area co-ordination and the development of new units. For example, where subject area co-ordination is required, the number of class contact hours required of a staff member will be reviewed accordingly.

Staff members may raise questions about the allocation of their workload with the Director at any time. Where a staff member(s) believes that the workload is unreasonable they may approach the Director for a review.

## **6.5 Performance Planning and Review**

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

## **6.6 Leave for Staff Development Purposes**

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

## **6.7 Process for Managing Unsatisfactory Performance**

Provisions relating to managing unsatisfactory performance are as outlined in clause 43 of the Enterprise Agreement except that 'supervisor' shall mean the Director and that notice of termination for unsatisfactory performance will be as specified in section 6.11.

## **6.8 Disciplinary Action for Misconduct/Serious Misconduct**

Provisions relating to disciplinary action for misconduct and serious misconduct are as outlined in clause 44 of the Enterprise Agreement.

## **6.9 Voluntary and Involuntary Redundancy – Ongoing Appointments**

Provisions relating to voluntary and involuntary redundancy are as outlined in clause 45 of the Enterprise Agreement.

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

## **6.10 Termination of Employment on Medical Grounds**

Provisions relating to termination of employment on medical grounds are as outlined in clause 41 of the Enterprise Agreement.

## **6.11 Notice of Termination and Resignation**

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

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

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

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

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

- three (3) weeks notice for termination during the period of probation or
- notice as outlined in clause 48.2 (a) of the Professional Staff Enterprise Agreement for termination for reasons of unsatisfactory performance.

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

- (d) Unless otherwise specified in a staff member's contract of employment, the notice of resignation required to be given by a staff member appointed to a fixed-term position will be the same as that required of the University under section 6.11 (c) except that there will be no additional notice based on the age of the staff member concerned.

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

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

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

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

## 6.12 Committees

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

The Committee's composition will be in accordance with clause 29 of the Enterprise Agreement.

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

Job Security	clause 9
Managing Change	clause 10
Change Resulting in Job Losses	clause 11
Contracting Out	clause 12
Staff Representatives	clause 14

**ATTACHMENT 1****ENGLISH LANGUAGE EDUCATORS****FULL TIME EMPLOYEES SALARY RATES****Salary per annum**

Classification	Step	01/12/03	01/12/04	28/05/05	01/12/05	01/12/06	01/12/07	11/08
		4.0%	4.0%		4.0%	4.0%	4.0%	4.0%
ELICO	01	36,035	37,475	37,475	38,975	40,535	42,155	43,840
	02	36,648	38,114	38,114	39,637	41,224	42,873	44,587
	03	37,863	39,379	39,379	40,955	42,593	44,297	46,068
	04	39,116	40,681	40,681	42,309	44,002	45,763	47,595
	05	41,062	42,706	42,706	44,414	46,191	48,038	49,961
	06	42,356	44,049	44,049	45,810	47,642	49,546	51,529
	07	43,658	45,403	45,403	47,219	49,108	51,072	53,115
	08	44,952	46,749	46,749	48,620	50,564	52,586	54,688
	09	46,256	48,106	48,106	50,031	52,032	54,114	56,280
	10	47,936	49,854	49,854	51,847	53,921	56,079	58,323
	11	49,497	51,477	51,477	53,535	55,677	57,905	60,222
	12	50,877	52,912	52,912	55,028	57,229	59,517	61,899

**Incremental Progression**

Recommendations on incremental progression shall be on the basis of satisfactory performance and is determined as part of the Performance Planning and Review process.

**Responsibility allowance:**

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

**The three levels of allowances shall be at the following rates:**

Level 1	\$1,947.57 pa
Level 2	\$3,246.03 pa
Level 3	\$4,544.23 pa

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## ATTACHMENT 2

### English Language Educator Categories

Category A commences at Level 4 with a maximum of Level 12

Category B commences at Level 3 with a maximum of Level 12

Category C commences at Level 2 with a maximum of Level 12

Category D commences at Level 1 with a maximum of Level 9

Provided that a Category D employee who achieves Level 9 may be promoted beyond that level where that employee can demonstrate that he/she is able to carry out the full range of duties carried out by a Category A, B or C staff member.

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

#### Category A

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

#### Category B

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

#### Category C

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

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

#### Category D

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

Educators shall be accredited with teaching experience and be allocated a higher salary in accordance with the following:

- One increment for each year of full-time TESOL teaching or equivalent
- One increment for each two years of full-time teaching in other subjects including other languages to a maximum of three increments
- an educator shall accrue equivalent full-time experience for a period of part-time service on a pro-rata basis.

SIGNED FOR AND ON BEHALF OF:

**Queensland University of Technology** .....

In the presence of .....

Dated .....

**National Tertiary Education  
Industry Union** .....

In the presence of .....

Dated .....