



General Staff Enterprise Agreement 2009 – 2012

PART 1 – OPERATION OF AGREEMENT

1 AGREEMENT TITLE

This Agreement will be known as *Griffith University General Staff Enterprise Agreement 2009 – 2012*.

2 ARRANGEMENT

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3 AIMS OF THE AGREEMENT

The aims of this Agreement are to:

Create and maintain a mutually respectful workplace where the University can meet or exceed the expectations of its students, other clients and the community, while providing a secure and supportive environment for staff members;

Continue to develop an environment where productivity improvements as a result of this Agreement will be used for the benefit of the University and its staff;

Continue to pursue co-operative approaches to meet the challenge of change; and

Maintain a harmonious industrial relations climate within the University.

This will be done in a setting of achieving the strategic objectives of the University as outlined in the University's Strategic Plan which include:

- Commitment to be recognised as one of the leading Universities in Australia and of the South-Pacific region;
- Commitment to become a model of the public university of the future – socially responsible, globally aware and committed to making a difference through our teaching and research;
- In research, developing up to ten world-class areas of research through our Areas of Strategic Investment, building on our strengths ;
- In teaching, in offering our students a high-quality learning experience;
- Continuing to honour our long standing commitment to community engagement and social inclusion.

4 DEFINITIONS

4.1 Definition of Singular and Plural

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

4.2 Definition of Terms

4.2.1 **General Staff Member or staff member** means and includes a person employed by the University in a position classified in accordance with the position descriptors in Schedule 1 and those in a position specified in Schedules 4 and 5, and those designated as Research Assistant, but does not mean or include a person who is a Deputy Vice Chancellor; a Pro Vice Chancellor; or a Director, a Deputy Director, Associate Director or equivalent senior manager howsoever named, of a unit of the University's administration or Information Services; or staff members holding similar or equivalent offices who are above HEW 10.1 (as described in Schedule 1).

4.2.2 **Agreement** means Griffith University General Staff Enterprise Agreement 2009 – 2012.

4.2.3 **Allowances** means an allowance payable to staff members as per the following:

First Aid allowance is an allowance paid to a staff member who holds a current Senior First Aid Certificate obtained from St John's Ambulance or equivalent qualification and is appointed as a first aid contact through nomination by their Head of Element. The staff member will receive the allowance under these circumstances even if it is an essential requirement of the job description to hold such qualification and provided the qualification is valid and they carry out duties such as being responsible for first-aid facilities, keeping injury records and render first aid as required.

On Call allowance is an allowance paid to a staff member who is rostered for call-out standby. The call-out roster is for emergency return to work outside of ordinary hours and/or attend to telephone calls, outside of ordinary hours at a place remote from the University campus.

Furniture Handling allowance is an allowance paid to a staff member who is required, as part of their normal duties, to transport, handle, or deliver furniture.

Meal allowance will be paid in accordance with the provisions prescribed in clause 24.1.

Tool Allowance 1 is an allowance paid to a staff member employed as a carpenter or plumber.

Tool Allowance 2 is an allowance paid to a staff member employed as an electrical or mechanical tradesperson.

Toilet Cleaning allowance is an allowance paid to a staff member whose normal duties include the requirement to clean toilets connected with septic tanks or sewerage.

Extreme Conditions Allowance is an allowance paid where a staff member is to work in the following conditions:

- live sewer work, where work is carried out in situations where there is direct aerial connection with a sewer through which sewage is flowing.
- extreme hot or cold conditions, where a staff member is required to work in places of temperature beyond 45^o C or below 0^o C.
- elevated working situations, where a staff member is required to work more than 15 metres above the ground or above the nearest horizontal plane.
- unpleasant conditions, where a staff member is engaged in work involving insulating material, noxious or toxic fumes, or acidic or corrosive materials.

4.2.4 **Consultation** means the conferring between the University and relevant staff member(s) and, the relevant union(s) in such a way that the participants have the opportunity to contribute to and influence the decision-making process and the outcomes.

4.2.5 **Continuity of Service** means a period of uninterrupted employment inclusive of relevant approved paid leave provisions. Approved leave without salary does not affect continuity of service; however it is not recognised in the determination of length of service for periods greater than 1 month.

In the case of fixed term appointments breaks between fixed term appointments of up to two times per year and up to six weeks shall not constitute breaks in continuous service.

4.2.6 **Default Fund** means the superannuation fund into which the employer will pay a staff member's superannuation contributions where a staff member does not choose a fund.

4.2.7 **Disciplinary Action** means action taken by the University to discipline a staff member for unsatisfactory performance, misconduct or serious misconduct and is defined as:

- Requiring the staff member to undergo counselling;
- Formally reprimanding the staff member by way of counselling or warning;
- Redeploying the staff member to another position without loss of salary;
- Withholding an increment of salary, where applicable, for a period of not more than 12 months;
- Demoting the staff member; or
- Termination of employment from the University (only available for cases of serious misconduct, or unsatisfactory performance).

4.2.8 **FWA** means Fair Work Australia

- 4.2.9 **Misconduct** means conduct that is not serious misconduct but is nonetheless conduct which is unsatisfactory or inappropriate including but not limited to:
- Misbehaviour of a kind which constitutes an impediment to the carrying out of a staff member's duties or to the staff member's colleagues carrying out their duties;
 - Dereliction of the duties required of the staff member.
- 4.2.10 **Nominated Representative** means a person the staff member has requested to represent him or her and who can be a staff member or an officer or employee of the Union and is not currently practicing as a solicitor or barrister.
- 4.2.11 **OHRM** means the Office of Human Resource Management at Griffith University
- 4.2.12 **Primary Care Giver** means the person who takes on the greatest responsibility of the caring for a family member or friend.
- 4.2.13 **Serious Misconduct** means:
- Wilful, or deliberate, behaviour by a staff member that is inconsistent with the continuation of the contract of employment;
 - Conduct that causes imminent, and serious, risk to:
 - the health and safety of a person; or
 - the reputation, viability or profitability of the University's business.
- 4.2.14 **Termination of Employment** means termination of employment at the initiative of the University and shall only occur as provided for in this Agreement.
- 4.2.15 **Union** means a union which is listed in subclause 7.1.
- 4.2.16 **University** means Griffith University.

5 OPERATION OF AGREEMENT

This Agreement will operate from seven days after the date of approval by Fair Work Australia and have a nominal expiry date of 30 September 2012. The University will meet with the unions listed in clause 7.1 of this Agreement at least 3 months prior to the nominal expiry date of the Agreement to commence negotiations for a replacement Agreement.

6 AWARD RELATIONSHIP AND REPLACEMENT OF AGREEMENTS

This Agreement is a closed and comprehensive agreement and wholly displaces any awards and agreements which, but for the operation of this Agreement would apply.

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

If any base rate payable to a staff member under this Agreement falls below the base rate payable for the employee's corresponding classification under the relevant Modern Award or relevant minimum Wage Order, the staff member will be paid at a base rate no less than that applicable under the Award or Order.

7 APPLICATION OF AGREEMENT

- 7.1 This Agreement has been negotiated between the University and Unions listed below and shall be binding according to its terms upon the following:
- Griffith University;
 - General staff members employed by Griffith University, as defined in subclause 4.2.1, subject to subclauses 7.2 and 7.3;
 - Australian Municipal, Administrative, Clerical and Services Union (ASU);
 - Queensland Public Sector Union of Employees (QPSU);

- National Tertiary Education Industry Union (NTEU); and
 - Liquor, Hospitality and Miscellaneous Union (LHMU);
- 7.2** This Agreement shall apply to all staff members, as defined in subclause 4.2.1, except as listed in subclause 7.3, provided that in the case of:
- staff members who are appointed to the positions listed in Schedule 4, the provisions of that Schedule shall apply;
 - staff members who are appointed to positions listed in Schedule 5, the provisions of that Schedule shall apply;
 - staff members who are employed as Research Assistants, the provisions of clause 27, relating to the classification process; Part 4, relating to hours of work; and Schedule 1 relating to position descriptors will not apply.
- 7.3** This Agreement shall not apply to general staff members employed by Griffith University who are:
- staff members who are engaged on a casual basis at the Queensland Conservatorium Griffith University as;
 - Front of House
 - Ushers
 - staff members employed in or by production companies engaged in the production and presentation of theatrical, musical or other entertainments;
 - staff members engaged on a casual basis in Griffith Fitness Centres as gym attendants.

8 FLEXIBILITY

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

A staff member covered by this Agreement may request the University to agree to make an individual flexibility arrangement to vary the effect of the term of the Agreement, provided that:

- a) the arrangement is about the variation to clause 34 Recreation Leave of the Agreement so that the staff member may take additional recreation leave as under the Flexible Work Year scheme;
 - b) this arrangement meets the genuine needs of the University and the staff member; and
 - c) the arrangement is genuinely agreed to by the University and the individual staff member.
- 8.2** The University will ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - c) will result in the staff member being better off overall than the staff member would be if no arrangement was made.
- 8.3** The University will ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the relevant manager of the University and the staff member; and
 - c) is signed by the relevant manager of the University and staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:

- i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
 - f) does not require that anyone else approve it, other than the staff member and the relevant manager of the University.
- 8.4** The University will give the staff member a signed copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5** The University or the staff member may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the University and the staff member agree in writing at any time.
- 8.6** A staff member may be represented by a Union or other representative of their choice in negotiating an individual flexibility agreement.

9 OPERATION OF SCHEDULES

Schedules 1, 2, 3, 4 and 5 will have effect.

10 AVAILABILITY OF AGREEMENT

The Agreement will be made available on the University's website. In addition, a hard copy of the Agreement will be available in the OHRM on each campus.

11 NO FURTHER CLAIMS

During the operation of this Agreement, as defined in clause 5 of this Agreement, it is recognised that this Agreement shall constitute full and final settlement of all matters and that there will be no further claims made for the duration of the Agreement. Provided that nothing in the Agreement or Schedules will prevent child care staff and/or their union from seeking to pursue rights or entitlements arising from the implementation of the recommendations of the Parliamentary Inquiry into Pay Equity "Making it Fair".

Part 2 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

Upon engagement, the University shall provide to the staff member an instrument of appointment which stipulates the type of employment and informs the staff member of the terms of engagement, including mode of employment, classification level, salary and the terms and length of any period of probation. For a fixed term staff member, this shall also include the term of the employment and the category under which the contract has been established for that employment. For casual employment this shall also include duties required, the number of expected hours and the rate of pay and a statement that any additional duties required during the term will be paid for. Furthermore, the supervisor will be identified along with policies and procedures that also govern employment conditions.

12 TYPES OF EMPLOYMENT

12.1 Continuing Employment

A continuing appointment is employment with the University that is not fixed term or casual and may be subject to the successful completion of a probationary period. A continuing appointment may be made either on a full time or part time basis.

12.2 Continuing (Contingent Funded) Employment

- 12.2.1 A fixed term staff member appointed to a research assistant position funded by contingent funding for a period of 12 months or more, and who is to be appointed to a subsequent consecutive contract, may be employed on a continuing (contingent funded) contract of employment in accordance with this provision.
- 12.2.2 “Contingent funding” is limited term funding provided from external sources, but not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- 12.2.3 Notwithstanding the above, a fixed term staff member may be appointed, at the discretion of the relevant delegate, to continuing (contingent funded) employment using internal funds, where:
- the use of internal funding is for a limited period; and
 - the area has a reasonable expectation that alternative contingent funding or a continuing appointment will become available; and
 - the alternative would be the separation of the staff member from their position with the University.
- 12.2.4 The following provisions do not apply to staff on continuing (contingent funded) employment:
- clause 17 (Change Management) in respect to the contingent position that staff member occupies;
 - clause 46 (Termination of Employment) except as specified in this clause;
 - clause 49 (Redundancy) including payments that apply to staff employed on a continuing contract of employment;
 - subclause 12.3 (Fixed Term) except as specified in this clause.
- 12.2.5 Where the funding that supports a staff member’s continuing (contingent funded) employment ceases the following provisions will apply:
- a) the University may transfer the staff member to another equivalent position;
 - b) if, during the notice period specified in subclause 12.2.7, the contingent funding for the position is renewed, the notice period ceases to apply and employment continues;
 - c) if an application for renewal of the contingent funding for the position is still pending, the period of employment may continue for any period of paid leave the staff member is entitled to and thereafter unpaid leave to retain the employment relationship until a decision on the contingent funding is made. By agreement, payment of leave may be delayed for 9 weeks to facilitate continuation of service. When payment of leave is made, leave balances will be reduced accordingly. Payment of severance may be delayed for 9 weeks to facilitate continuation of service, but will be paid on termination if it is agreed the staff member is not likely to be offered further employment by the University;
 - d) at the end of the notice period (and any such approved leave in accordance with the above), the employment relationship will cease and the severance payment will be made to the staff member.
- 12.2.6 It is not the intention of this clause that the conditions of employment of a staff member be worse than had they been employed on a fixed term position subject to contingent funding. That is, a staff member employed or converted to continuing (contingent funding) employment would normally be engaged for the term of the funding supporting the position. Accordingly, the University shall not terminate the employment of a staff member on a continuing (contingent funded) basis unless:
- a) the contingent funding that supports the position ceases or is insufficient; or

- b) the inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable them to complete the requirements of the position; or
- c) termination is under the provisions of:
 - clause 44 (Unsatisfactory Performance); or
 - clause 45 (Misconduct); or
 - clause 50 (Managing Ill Health).

12.2.7 If a staff member's employment is terminated under subclause 12.2.6, the staff member will be entitled to:

- a minimum of 4 weeks' notice of termination, or 5 weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice, and
- severance payments as set out in subclause 12.3.5;

except that in the case of misconduct subclause 46.1.1 will apply.

12.3 Fixed Term Employment

Fixed term employment with the University is an appointment that may be made either on a full time or part time basis for a specified term or ascertainable period for which the employment contract will specify the starting and finishing dates of that employment. Where a fixed term appointment is made for a specific task or project the contract may, in lieu of a finishing date, specify the circumstance(s) or contingency relating to the specific task or project upon the occurrence of which the term of the employment will expire. During the term of employment, the contract is not terminable, by the University, other than during a probationary period, or through cause based upon serious misconduct or unsatisfactory performance.

12.3.1 Categories of Fixed Term Employment

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

a) Specific task or project

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

b) Research

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

c) Replacement Employee

Replacement employee means an employee:

- (i) undertaking work activity replacing a full-time or part-time employee for a definable period for which the latter is either on authorised leave of absence or temporary secondment; or
- (ii) performing the duties of:
 - a vacant position for which the employer has made a definite decision to fill and has commenced recruitment action; or
 - a position, the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the

employer and in progress for that vacant higher duties position until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.

d) Pre-retirement contract

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

e) Fixed term contract employment subsidiary to studentship

Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this subclause, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking, provided that:

- (i) such fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- (ii) an offer of fixed-term employment is not conditional on undertaking the studentship.

f) Apprenticeship or Traineeship

An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the Queensland Training Authority.

g) New area of activity

- (i) Any proposal to make an appointment in these circumstances will require the approval of the relevant Deputy Vice Chancellor or Pro Vice Chancellor and will be reported to the GSCC.
- (ii) A new area of activity is defined as the offering of an area of study not previously offered by the University in a degree or course, or a new venture or activity not previously pursued by the University.
- (iii) A fixed term appointment may be made where the University introduces a new area of activity, which requires additional positions, and there is demonstrable uncertainty as to the ongoing viability of that activity. Such activities may be funded from external funds, the government operating grant or student fees, or a combination of these.
- (iv) Any use of fixed term appointment made under this clause will be for a minimum of 6 months in length and a maximum of 3 years length.
- (v) If a person appointed on such fixed term contract separates prior to the expiration of their contract, another fixed term appointment may be made to complete the remaining period of the original contract.
- (vi) Where a new area of activity has proven itself as an ongoing venture, any position which is determined as ongoing will be converted to a continuing position.

h) Phasing out of activities

- (i) Any proposal to make an appointment in these circumstances will require the approval of the relevant Deputy Vice Chancellor or Pro Vice Chancellor and will be reported to the GSCC.
- (ii) A fixed term appointment may be made where a formal decision has been made to phase out an area of activity and where it is necessary to

make a fixed term appointment through to the expiry date of the activity in order to meet commitments. The length of use of the contract shall be the period required to phase out the activity or 3 years, whichever is shorter.

- (iii) If a person appointed on such fixed term contract separates prior to the expiration of their contract, another fixed term appointment may be made to complete the remaining period of the original contract.

12.3.2 Conversion from Fixed Term Employment

Where a fixed term position is converted to a continuing position, the incumbent may be offered appointment on a confirmed, ongoing basis where they have completed a probation period or have been employed for a period of at least equal to the probation requirements for the position, and they were appointed in their current fixed term appointment through a competitive and open merit selection process. Where a person has served less than the probation period and was appointed through a competitive and open merit selection process, the incumbent may be given an ongoing appointment subject to probation with the length of probation reduced by the period of employment on a fixed term basis.

12.3.3 Continuation of Fixed Term Employment

Where a position is maintained on a fixed term basis, in accordance with circumstances specified in subclause 12.3.1 of this Agreement and the incumbent was appointed through a competitive and open merit selection process, the incumbent will be offered another appointment provided that the staff member's performance is satisfactory.

12.3.4 Notice of Renewal or Non-Renewal of Contract

The notice period for renewal or non-renewal to a further fixed term contract for a staff member who is on a fixed term appointment is as follows:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
<u>1 year or less</u>	<u>1 week</u>
<u>Over 1 year and up to the completion of 3 years</u>	<u>2 weeks</u>
<u>Over 3 years and up to the completion of 5 years</u>	<u>3 weeks</u>
<u>Over 5 years of completed service</u>	<u>4 weeks</u>

A staff member who is over 45 years of age and has completed at least 2 years continuous service will be entitled to an additional period of notice of 1 week to that listed above.

Where, because of circumstances relating to the provisions 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, sufficient agreement compliance will be achieved if the University:

- 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.

12.3.5 Payment of Severance

A fixed term staff member will be entitled to severance pay where the staff member seeks to continue the employment and when there is no further offer of employment for a reasonably related appointment in the following circumstances:

- a second or subsequent fixed term appointment for a specific task or project or for research and the same or subsequently similar duties are no longer required by the University; or

- the duties of a fixed term appointment for a specific task or project or for research continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties,

the following severance entitlement will apply.

Period of continuous service	Severance Pay
at least 1 year but less than 4 years	4 weeks pay
at least 4 years but less than 5 years	5 weeks pay
at least 5 years but less than 6 years	6 weeks pay
at least 6 years but less than 8 years	7 weeks pay
at least 8 years but less than 9 years	8 weeks pay
at least 9 years but less than 10 years	9 weeks pay
at least 10 years or more	12 weeks pay

The University may defer the payment of severance pay for a maximum of 4 weeks after the expiry of a fixed term appointment, where the University may offer further employment within 6 weeks of the expiry of the staff member's fixed term appointment and where the staff member is advised in writing.

Breaks between appointments of up to two times per year and of up to 6 weeks per occasion will not constitute breaks in service for the purpose of this clause.

Notwithstanding the foregoing provision of this sub-clause, a staff member whose fixed term contract commenced under the General Staff Union Collective Agreement 2006-2008 and expires under this Agreement shall be entitled to the benefit of any severance payment higher than that specified above, which would have been payable under the terms of that Agreement and in conditions prescribed by that Agreement.

12.4 Casual Employment

It is acknowledged that casual employment will continue to be appropriate in some circumstances. Casual employment will occur to meet peak load demands, cover short-term staff absences and intermittent additional staff requirements or where there are irregular or short-term patterns of work to be completed.

Casual employment will not be used where there is an on-going or regular work requirement. Continuing appointments (either full time or part time) will be utilised in those circumstances. The University will not engage in "casualisation" of bona fide continuing jobs.

- 12.4.1 Casual employment means that a person is engaged by the hour and paid on an hourly basis that includes a casual loading in lieu of Agreement based benefits not provided to casual staff members, including all paid leave entitlements (with the exception of long service leave), penalties and loadings not provided to casual staff members

The casual loading will be:

- a) 24% from the first pay period commencing on or after commencement of the Agreement
- b) 25% from the first pay period commencing on or after 1 January 2011

- 12.4.2 The following provisions shall apply to casual employment:

- a) The minimum period of engagement for a casual staff member will be 3 hours, except as follows:

Casual staff members who are students (including post graduate students) who are expected to attend the University on that day in their capacity as students shall have a minimum period of engagement of 1 hour

Without limiting the scope of this clause, a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than public holidays as applied at the University.

Persons with a primary occupation elsewhere (or with the University) shall have a minimum period of engagement of 1 hour.

In order to meet personal circumstances, a casual staff member may request and the employer may agree to an engagement for less than the minimum 3 hours.

- b) A casual staff member shall only be entitled to overtime where hours are worked in excess of 7 hours and 15 minutes on any 1 day. In respect to such excess, the staff member will receive the greater of the applicable overtime rate or the casual loading, but not both.

12.4.3 Conversion Process for Long Term Casual Staff Members

Upon appointment, the University shall advise a casual staff member that, after serving qualifying periods, casual staff members may have the right to apply for conversion. Furthermore, the University shall also take reasonable steps from time to time to inform casual staff members of the conversion provisions of this Agreement.

An eligible casual staff member may apply in writing for conversion to non-casual employment in accordance with these conversion provisions. A casual staff member must not be engaged and re-engaged nor have hours reduced in order to avoid any obligation under this clause.

12.4.4 To be eligible to apply for conversion, a casual staff member must be employed on a regular and systematic basis in the same or similar and identically classified position in the same area, either:

- over the immediately preceding period of 12 months with the average weekly hours worked equal to at least 50% of the ordinary weekly hours that would have been worked by an equivalent full time staff member; or
- over the immediately preceding period of at least 24 months.

For the purpose of this subclause, occasional and short-term work performed by a casual in another classification, job or area, will not:

- affect the casual's eligibility to apply for conversion;
- be included in determining whether the casual meets or does not meet the eligibility requirements.

12.4.5 The University shall not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds that include, but are not limited to, the following:

- a) the casual staff member is a student, or has recently been a student, other than where this status as a student is irrelevant to the casual's engagement and the work required;
- b) the casual staff member is a genuine retiree;
- c) the casual staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within 26 weeks from the date of application;
- d) the casual staff member has a primary occupation with the University or elsewhere, either as a staff member or self employed person;
- e) the casual does not meet the essential requirements of the position; or

- f) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

The University will determine an application for conversion by either offering conversion to continuing or fixed term employment, or by rejecting the application.

In the event that the application is rejected, the University will provide reasons in writing.

- 12.4.6 An offer of conversion may be either a continuing appointment or fixed term appointment, consistent with clause 13, Modes of Employment. The offer of conversion will indicate hours and pattern of work which, subject to the consideration of the University's operational requirements and the desirability of offering the staff member work which is as regular and continuous as is reasonably practicable and will be consistent with the staff member's casual engagement. The conversion offer will constitute an offer of employment and set out the type of appointment and terms of engagement.

Staff members converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlements except for:

- a) long service leave. Casual service with the University will count for the purposes of any qualifying period for long service leave. Long service leave entitlement accumulated during period as a casual will be calculated in accordance with clause 36, Long Service Leave; and
- b) any applicable unpaid parental leave.

- 12.4.7 A staff member whose application for conversion has been rejected will not be entitled to apply again within 12 months except where:

- a) the rejection is solely based upon the ground set out in subclause 12.4.5(c) above (work will cease to be required or performed within 26 weeks from date of application); and
- b) the ground for rejection ceases to apply.

- 12.4.8 Any dispute arising from application of this clause shall be dealt with in accordance with the dispute settling procedures set out in clause 16.

13 MODES OF EMPLOYMENT

13.1 Full Time

Full time employment means continuing or fixed term employment for a normal working week averaging 36 hours and 15 minutes per week.

13.2 Part Time

Part time employment means continuing or fixed term employment for a fraction of the normal working week of a full time staff member. All entitlements of a staff member employed on a part time basis in this Agreement are calculated on the relevant pro-rata basis.

13.3 Reversible Part Time Appointment for the Care of Dependents

13.3.1 Eligibility

Staff must have a minimum of 12 months of continuous service and have responsibility for the care of dependants at the time of application and may be required to show documentation of dependant's need for care. Casual staff members are not eligible to apply.

13.3.2 Application

Any eligible staff member may apply, for the purpose of the care of dependants, for a change in hours in accord with the following:

- a) On 1 or more occasions during the staff member's period of employment with the University.
- b) For each occasion, the period of reduced hours should normally be for not less than 12 months and not more than 5 years. In special circumstances, a staff member may apply for a reduction of hours for a minimum of 6 months.
- c) The fraction of time worked and length of time for the reversible part time appointment are to be negotiated with the Head of Element. Under normal circumstances the fraction would be at least 50%. Automatic reversion to their former status will occur at the end of the agreed reversible part time period.

Applications for reversible part time appointments will normally be granted. In circumstances where the Head of Element deems that a change to part time status cannot be granted, a written explanation of those circumstances will be provided to the staff member.

The University's grievance procedures apply in cases where a staff member wishes to contest the decision.

Any variation to the agreed reversible part time appointment is to be negotiated with the Head of Element, taking into account the needs of the staff member and the Element.

For staff on probation, the confirmation date will not be affected by the approved change to part time status for a nominated period. If the staff member's appointment is not confirmed, employment will not continue beyond the end of the appropriate notice period of the lapse of appointment. A confirmation decision under these circumstances will be based on the proportion of work appropriate to the position during the period from appointment to consideration of confirmation.

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

Both the period of part time appointment and the automatic reversion to their former status may entail the staff member being placed in another position but at a level no lower than that of the previous appointment.

The staff member should submit a written application to their Head of Element, normally, at least 4 months before the desired commencement date of the part time appointment specifying:

- the reason for the requested change of status;
- the period of part time appointment;
- the desired fraction of full time work (under normal circumstances would be at least 50% of full time) and
- supporting documentation of the need for care (if requested) to the Head of Element for approval.

Staff will be paid on a pro-rata basis commensurate with their classification level.

Benefits of employment such as superannuation, recreation leave, long service leave and sick leave will be on a pro-rata basis in proportion to the fraction of full time work undertaken during the nominated period.

13.4 Flexible Work Year

- 13.4.1 The flexible work year is intended to provide flexibility in employment for staff members with family responsibilities and for staff who wish to extend their leave options for personal reasons. This scheme is to be available to all staff members, except casual staff.
- 13.4.2 Staff member participation in the scheme is optional and at the request of the staff member. The term of participation in the flexible work year scheme will be subject to agreement between the staff member and the University. Approval by

the Head of Element as per delegations to participate in the scheme will depend on balancing operational requirements with increased flexibility options and choice for staff.

- 13.4.3 An application to participate in the flexible work scheme will be treated as an application for part time employment. Staff participating in the flexible work scheme will be required to enter into an administrative arrangement with the University to take salary in 26 equal instalments. Staff members working in accordance with this arrangement will receive a proportion of their annual salary across the 52-week period and will have access to additional days leave per annum accrued over the same period according to the proportion of flexibility that has been agreed to. For example, in the case of 48/52, the staff member would receive $\frac{48}{52}$ of their annual salary across the 52-week period and will have access to an additional 20 days leave (flexible work year leave) per annum accrued over the same period. This additional 20 days flexible work year leave will not attract leave loading. Confirmation and all other performance decisions will be based on the proportion of work appropriate to the position.
- 13.4.4 The operation of this clause will not preclude staff from gaining access to periods of flexible work year leave greater or lesser than 20 days by arrangement with their Head of Element. Staff who do seek greater or lesser periods of leave will be informed of the impact of this leave on their entitlements and salary before the leave is approved.

All leave entitlements, which accrue during the term of a staff member's participation in the flexible work year scheme, are paid at the agreed fractional rate (determined by the agreement reached as to how many weeks worked in the year divided by 52).

Flexible work year leave accrued during the term of a staff member's participation in the flexible work year scheme will normally be taken by the staff member prior to the expiration of participation in the scheme. However, in exceptional circumstances, where there is a remaining portion of accrued flexible work year leave that does not attract a leave loading at the expiration of participation in the scheme, the value of the remaining leave will be repaid to the staff member.

- 13.4.5 Either party may initiate a variation of the agreed term (ie to lessen or lengthen the term), subject to 3 months notice.

13.5 Term Employment

- 13.5.1 Term employment may be used only in the Library, Division of Information Services. The purpose of term employment is to provide employment in the Library to provide services during semester times.

A term staff member may be engaged on a continuing basis with an accumulated minimum 26 weeks work in the calendar year. This type of employment is known as Term Employment and may be on a full time or part time basis.

- 13.5.2 A term staff member will be advised twice each calendar year which weeks they will be required to work for that half year, normally at least 1 week before commencement of each semester.
- 13.5.3 A term staff member will receive the entitlement of a full time staff member in proportion to the employment period for the year, except where stated otherwise in this Agreement or the relevant superannuation trust deeds. This includes all leave, remuneration and overtime entitlements and staff development opportunities. No benefits will accrue in the non work periods.
- 13.5.4 Term employees are not usually permitted to take recreation leave during the employment period. Pro-rata recreation leave is paid out at the end of each year unless a staff member has taken recreation leave during the period of employment, in which case the staff member will be paid at the time of taking leave.

13.5.5 Any employment in addition to the period of term employment will be undertaken on a casual basis.

13.5.6 Where a casual staff member is offered term employment they may:

- accept term employment;
- accept term employment with the salary averaged over a full year;
- reject the offer and elect to remain a casual staff member.

14 WORK ALLOCATION

14.1 The University acknowledges that work allocation for all staff members will be reasonable and within the scope of agreed position descriptions. The University and staff recognise the importance of a balance between working life and family/social responsibilities and work demands should fit within this principle. Work allocated to all staff will be reasonable and manageable within the span of hours and ordinary hours of work as specified in Clause 29. Balancing work allocated is a matter of judgement between the supervisor and the staff member or group of staff members. The total work allocated to each staff member should be clearly understood and transparent.

14.2 Managers of work units and supervisors of staff are accountable for allocating work in their areas of responsibility each year. This process considers input from staff in the area and takes into account the following aspects:

- The planned level of activities that can be performed within available staffing levels without an unreasonable increase in work allocated (volume) and/or work intensity (frequency).
- Quality of service provision and activity is at an appropriate level, allowing for customer service to be maximised within available resources.
- Process improvement and ways to work more efficiently are identified and implemented.
- Resource and roster allocations in accordance with ordinary hours of work and ensuring account is taken of flextime and TOIL entitlements.
- Adequate and appropriate training and development is provided for staff.
- Adequate provision is made for staff to access all forms of leave, including, where necessary, the provision of backfilling.
- Adequate provision of time release, where agreed and appropriate for staff involvement in University and work related activities within and outside the work unit, including training and development and university committee membership.
- Unpaid overtime is not worked.
- Management of introduction of new services.

Managers and supervisors are responsible for monitoring workloads and making adjustments as required, to ensure the maintenance of reasonable work allocation during the year.

14.3 Primary indicators of unreasonable work allocation may include ongoing need to work excessive hours and inability to clear accrued leave.

14.4 The University may require a staff member to work reasonable overtime, which would be compensated at the appropriate rate. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working hours which are unreasonable having regard to:

- Any risk to the staff member's health and safety;
- The staff member's personal circumstances including any family responsibilities;
- The needs of the workplace;

- The notification given by the University of the overtime and by the staff member of their intention to refuse it; and
- Any other relevant matter.

No staff member will be required to work excessive overtime on a regular or ongoing basis as part of operational procedure. The University does not require excessive hours on an ongoing basis, nor does it condone a workplace culture which expects excessive hours.

14.5 Work Allocation Review Process

Where a staff member believes that the work allocation relating to his/her role is unreasonable, the following process should be applied to seek to resolve such concerns.

- 14.5.1 In the first instance, a staff member(s) should raise any concerns regarding work allocation with their supervisor. Options and strategies to vary work allocation can be discussed and where agreed implemented and monitored.
- 14.5.2 If following efforts to resolve concerns as outlined in 14.5.1 of this Agreement, the staff member still has concerns about their work allocation, they or the union acting on their behalf, may seek a review of their work allocation.
- 14.5.3 The staff member and/or the union representative will, in this case raise the concerns regarding work allocation with the supervisor's direct line manager, specifying steps already undertaken with the supervisor and explaining what concerns still remain. The Manager will review the concerns, consulting with all parties and having regard to the factors specified in subclauses 14.1 to 14.4 of this Agreement. The Manager will make a determination and advise all parties of the decision.
- 14.5.4 Should the staff member and/or the union representative not believe that the matter has been satisfactorily dealt with, they can raise the matter with the Head of Element specifying steps undertaken to date to resolve the matter and specifying what concerns still remain. The Head of Element will review the concerns, consulting with all parties and again having regard to the factors specified in subclauses 14.1 to 14.4 of this Agreement. The Head of Element will make a determination and advise all parties of the decision.
- 14.5.5 Should the staff member and/or the union representative still not believe that the concern has been satisfactorily dealt with it can be pursued using the University's individual grievance resolution procedure. This procedure would be entered at Level 3.
- 14.5.6 Unions may raise work allocation concerns in a particular element through the General Staff Consultative Committee and request an investigation be undertaken. Where this is agreed to be appropriate, such an investigation will be undertaken with the outcomes reported back to the GSCC.

15 JOB SECURITY

15.1 Commitment

The University is committed to retaining the services of, and offering ongoing opportunities to, existing staff. Therefore, where changes in staffing levels are required, changes will be made, as far as possible, through voluntary measures and every reasonable effort will be made to avoid forced redundancies. The provisions of clause 17 Change Management will be followed. There will also be an active approach to redeployment as provided for in clause 49.

15.2 Related Measures and Guiding Principles

The University will investigate positive measures to promote job security by facilitating a match between staff numbers, skills and capabilities and the emerging needs of the University. The measures will be guided by the following principles:

- 15.2.1 Seeking appropriate numbers and skill levels of staff according to University requirements;
- 15.2.2 Using staff development where appropriate as a means of meeting identified skill gaps;
- 15.2.3 Where a short term or secondment position of 12 months or less is advertised, it will be done internally in the first instance;
- 15.2.4 Seeking to create opportunities for staff to work across areas.

16 DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

16.1 The objectives of these procedures are the avoidance and resolution of any disputes over matters covered by any part of this Agreement by measures based on the provision of information and explanation, consultation, cooperation and negotiation.

16.2 In the event that a dispute arises which relates to:

- the interpretation, application or implementation of any provision of this Agreement; or
- the National Employment Standards

the parties to the dispute will first attempt to resolve the matter at the workplace.

16.3 At any stage of this dispute procedure a staff member may choose to be represented by a nominated representative.

16.4 The following procedures shall apply:

16.4.1 In the first instance the matter will be discussed with the relevant supervisor or manager in order to attempt to resolve the dispute. This process should not extend beyond 7 days.

16.4.2 If the dispute is not resolved under 16.4.1, it shall be referred to the GSCC. The GSCC shall attempt to resolve the matter within 15 working days. Any resolution shall be in the form of a written agreement, subject, if necessary to ratification by either party to the dispute.

16.4.3 If the dispute is still not resolved through the steps above, or if either party to the dispute refuses to engage in these steps, the matter may be referred by either party to the dispute to Fair Work Australia (FWA).

FWA may settle the dispute by mediation, conciliation, expressing an opinion or making a recommendation. All efforts will be undertaken to resolve the dispute at this stage, with the parties having regard to any recommendation or opinion presented by FWA.

If the conciliation process does not result in the resolution of the dispute, Fair Work Australia may then arbitrate the dispute and make a determination that will be binding.

A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

16.4.4 Without prejudice to the position of either party to the dispute, while the matters in dispute are being dealt with in accordance with this clause, work shall continue in a normal manner (other than with respect to bona fide health and safety issues) and no industrial action is to be taken by any party to the dispute.

16.4.5 Nothing contained in this procedure shall prevent representatives of the Union or the University from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

16.4.6 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

17 CHANGE MANAGEMENT

The University is committed to managing change in order to minimise adverse effects on the University community while ensuring that the University is able to adapt appropriately to changing circumstances. Furthermore the University is committed to managing change in a proactive, transparent and constructive manner.

The following constitute the key components of the principles and practices for management of change.

17.1 Consultation

When the University proposes a significant change to work organisation, consultation with affected staff and relevant union(s) will take place as soon as feasible, and not later than the point at which the relevant University officer or body has made an in principle decision to propose a change which is likely to impact on staff. The University will not take any action prior to conclusion of this consultation such as would suggest that consultation is not genuine. The University will provide relevant information, which includes a written change proposal, as part of the consultation process. Consultation will cover, but not be limited to:

- the rationale for the change, including financial information where relevant;
- alternative strategies for dealing with the situation;
- potential adverse effects on staff, including changes to workloads, if any;
- strategies for avoiding or mitigating such adverse effects; and
- whether a post implementation review is appropriate.

Where the proposed change is significant in nature, the matter will be placed on the agenda of the GSCC. The GSCC may seek additional information about the proposed change and may put forward comments, alternative strategies and solutions, and proposals for averting or mitigating any potentially adverse effects.

17.2 Evaluation of Consultation Outcomes

The University will take account of the points above when considering change proposals and will give serious consideration to views and feedback put forward as part of the consultation process on these points before deciding whether to proceed with the proposed change, either in its original or revised form.

17.3 Implementation and Review

Should the University decide to proceed with the proposed change, in either its original or revised form, then the University will consult with affected staff and with relevant unions, and establish, publish and communicate strategies and timelines for:

- the implementation of change; and
- if appropriate, review of process.

17.4 Redeployment and Redundancy

Should the changes involve the potential of positions becoming redundant, clause 49, Redundancy/Redeployment will apply, and the consultation required in accordance with that clause will be incorporated in the implementation documentation at subclause 17.3.

18 GENERAL STAFF CONSULTATIVE COMMITTEE

The General Staff Consultative Committee (GSCC) will be established to facilitate the implementation, operation and application of this Agreement. The Committee will comprise up to 3 management representatives who are nominated by the Vice Chancellor and 1 staff union member representative and 1 nominated officer of each of the relevant unions.

The Committee will meet on a monthly basis up to a maximum of 10 times per annum. In the event of exceptional circumstances arising, special meetings may be convened to discuss/consult directly in relation to these exceptional circumstances.

19 INDIGENOUS AUSTRALIAN EMPLOYMENT STRATEGY

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

19.2 The University is committed to the objective of increasing employment and development opportunities for Indigenous Australians at the University.

19.3 The University will provide a supportive working environment for Indigenous Australians which ensures University policies and procedures are formulated with the view of eliminating racism in the workplace and making the University more culturally responsive and responsible. The University will take active measures to implement the University’s Indigenous Australian Employment Strategy 2009 – 2012 to:

- Increase, encourage and foster indigenous employment and participation at all levels of work activity;
- Maximise staff development in order to increase knowledge, independence, remuneration, job security and self-sufficiency
- Facilitate and encourage the direct involvement of indigenous staff members in determining their own career strategies, goals and objectives; and
- Facilitate collaboration and mentoring arrangements to assist Indigenous staff members to participate in developmental opportunities.

19.4 The University has an approved Indigenous Australian Employment Strategy which contributes to the social capital and future empowerment and is based on the following guiding principles:

19.4.1. Respect and consideration for the cultural, social and spiritual systems practiced by Indigenous Australians, recognition of Indigenous Australian knowledge as a significant contribution to other bodies of knowledge and acknowledgement of the expertise that Indigenous Australian staff members bring to the University. As far as possible, the University will actively promote and recognise Indigenous Australian identity and cultural practices. The application of this principle will require, taking into account as far as possible, the diversity of Indigenous Australian cultures.

19.4.2. Acknowledgment that participation of Indigenous Australians in cultural, community or ceremonial or related activities enhances the effectiveness of Indigenous Australian people as staff members.

19.4.3 The Strategy includes initiatives to increase Indigenous Australian employment and participation at all levels of work activity in general staff classifications and in all organisational units of the University towards identified University targets. The aim of the targets is to reflect the general principle that the workforce profile of the University will be a reflection of the diversity of the larger community profile in relation to Indigenous Australians. Specific annual targets and strategies to meet these will continue to be part of the University’s strategic planning processes. A monitoring group, the membership of which will include union representation, will operate as specified in the Strategy.

19.4.4 The Strategy includes agreed performance indicators to measure progress based on:

- the classifications and levels of positions occupied by Indigenous Australian staff members in all organisational units of the University as compared to positions occupied by non-Indigenous persons;
- professional and career development opportunities; and
- retention and promotion of Indigenous staff.

Progress against these indicators will be reviewed annually by the GSCC.

20 CERTIFICATE OF EMPLOYMENT

Upon request from a staff member, the University shall issue a certificate of employment detailing the staff member's classification level and length of service.

21 CONTRACTING OUT

- 21.1** The University will not contract out work that would normally be carried out by University general staff, to other organisations, without due notice and consultation with affected staff members and the relevant union(s).
- 21.2** Consultation will be undertaken before any approach is made to individuals with potential to tender or contractors. Consultation will be in accordance with clause 17, Change Management, and the University will provide information on the financial case for outsourcing the work in question.
- 21.3** If positions are confirmed as redundant and the staff member opts for redeployment, the University will first seek to redeploy the staff members in those positions to any available vacancies in accordance with the procedures relating to redeployment and redundancy as referred to in clause 49.
- 21.4** Where the University has decided to contract out to another organisation:
- 21.4.1 it will allow the relevant group of staff within the University to tender for the work in competition with external providers. If successful, the group will be commissioned to carry out the work;
- 21.4.2 the University will use its best endeavours to negotiate employment arrangements with the relevant unions and contractor designed to assist displaced University staff to move to, or have the option of employment with the outside contractor.
- 21.5** Notwithstanding the above, the University may, in respect of any emergency or other unforeseen exigency, contract out work on a short term temporary basis, and may contract out in respect of occasional "one-off" circumstances affecting a small number of general staff (eg training in the safe use of new equipment)

PART 3 – SALARIES AND RELATED MATTERS

22 SALARIES

- 22.1** General staff members employed by the University, other than casuals, will be classified in accordance with the position classification standards as specified in Schedule 1 and paid the corresponding minimum salary rate as specified in Schedule 2.
- Casual General Staff members will be paid a casual hourly rate for the relevant classification.
- 22.2** For general staff members covered by this Agreement, the following salary increases will apply:
- 4% from the first pay period commencing on or after 01 January 2009 (already paid administratively)
 - 4% from the first pay period commencing on or after 01 January 2010 (already paid administratively)
 - 4% from the first pay period commencing on or after 01 January 2011
 - 4% from the first pay period commencing on or after 01 January 2012
- 22.3** Nothing in this clause prevents the University from utilising the Commonwealth Government Supported Wage System: Guidelines and Assessment Process.

23 PAYMENT OF SALARIES

- 23.1** Salaries prescribed by this Agreement are stated in annual rates for full time staff and hourly rates for casual staff.
- 23.2** Payment of salaries will be by electronic funds transfer on a fortnightly basis. Payment notification will be via electronic pay slip delivery. Alternative methods of delivery will be provided to staff members without access to computers and printers.
- 23.3** With the agreement of the University, a staff member may, in writing, direct the University to pay all or part of the staff member's salary to a third party.

24 ALLOWANCES

- 24.1** The following allowances will be paid in accordance with the appropriate clause of this Agreement or University Policy and/or Procedure.

Allowance	On commencement of Agreement	Effective from first full pay period in 2011	Effective from first full pay period in 2012
First Aid Allowance	\$22.68 per fortnight	\$23.58 per fortnight	\$24.52 per fortnight
Furniture Handling	\$2.16 per day such work performed	\$2.25 per day such work performed	\$2.34 per day such work performed
On-Call Allowance	\$86.40 per week such duty required	\$89.85 per week such duty required	\$93.44 per week such duty required
Overtime Meal Allowance	\$12.96 per occasion	\$13.48 per occasion	\$14.02 per occasion
Tool Allowance 1	\$43.20 per fortnight	\$44.93 per fortnight	\$46.73 per fortnight
Tool Allowance 2	\$32.40 per fortnight	\$33.70 per fortnight	\$35.05 per fortnight
Toilet Cleaning Allowance	\$14.04 per fortnight	\$14.60 per fortnight	\$15.18 per fortnight
Extreme Conditions Allowance	Ordinary time plus 25% from time of exposure to clean up.	Ordinary time plus 25% from time of exposure to clean up.	Ordinary time plus 25% from time of exposure to clean up.

24.2 Travel and Subsistence Allowance

The University, as detailed in the Travel Policy and Procedures, pays actual travel expenses if they are reasonable and necessarily incurred while undertaking approved official travel. Reimbursement of travel expenses should be on a cost recovery basis.

"Reasonable travel expense amounts" will be as per information provided by the Australian Tax Office and updated from time to time.

The Travel Policy and Procedure will not be changed without prior consultation with the staff and the unions.

The following table sets out particular circumstances and minimum amount of travel, meal and subsistence allowances payable.

Circumstances	On commencement of Agreement	Effective from first full pay period in 2011	Effective from first full pay period in 2012
Required to spend the night away from normal place of residence.	\$95.15 per day or \$147.31 per day when detained in a capital city. PLUS, either, \$16.20 incidentals allowance, where accommodation and meals are paid by the University; or Relevant meal allowances where accommodation only is paid by the University.	\$98.95 per day or \$153.20 per day when detained in a capital city. PLUS, either, \$16.85 incidentals allowance, where accommodation and meals are paid by the University; or Relevant meal allowances where accommodation only is paid by the University.	\$102.91 per day or \$159.33 per day when detained in a capital city. PLUS, either, \$17.52 incidentals allowance, where accommodation and meals are paid by the University; or Relevant meal allowances where accommodation only is paid by the University.
Required to camp out overnight.	\$33.70 per day where University does not provide food and beverages.	\$35.04 per day where University does not provide food and beverages.	\$36.44 per day where University does not provide food and beverages.
Required to leave normal place of residence before 7:00am to undertake a journey outside the Local Authority in which employed (Local Authority shall include any Griffith University campus).	\$6.48 for breakfast	\$6.74 for breakfast	\$7.01 for breakfast
Required to return to normal place of employment later than 1:30pm due to undertaking a journey outside the Local Authority in which employed (Local Authority shall include any Griffith University campus).	\$10.80 for lunch	\$11.23 for lunch	\$11.68 for lunch
Required to return to normal place of employment later than 6:30pm due to undertaking a journey outside the Local Authority in which normally employed (Local Authority shall include any Griffith University campus).	\$16.20 for dinner	\$16.85 for dinner	\$17.52 for dinner

All time necessarily spent in travelling outside ordinary working hours in excess of 30 minutes shall be deemed to be working time and shall be paid for at the rate of single time.

24.3 Use of Private Motor Vehicle for University Business

An allowance for use of private vehicle for university business will be payable in accordance with the University Policy and Procedures. This allowance will be in accordance with the prescribed rates, as determined from time to time by the Australian Tax Office.

24.4 Higher Duties Allowance

Staff members who temporarily perform the duties of a higher level position will be recompensed during the period that they perform the higher duties as described below.

Payment for acting in a higher position, or for performing additional higher duties, may be made as a result of:

- the absence of a staff member on leave, secondment or exchange
- a delay in the commencement of a new appointee after the resignation of a staff member
- the extended absence of a staff member due to illness
- undertaking additional higher level duties on a temporary basis; or
- undertaking a project or planned staff development exercise

24.4.1 Higher Duties Allowance (HDA) will be paid to a staff member when:

- a) Performing higher duties for a period of 2 or more consecutive working days where the position in which the staff member acts is not higher than Level 4; or
- b) Performing higher duties for a period of 5 or more consecutive working days where the position in which the staff member acts is higher than Level 4.

24.4.2 The HDA will be equivalent to the difference between the salary rate for the staff member's substantive Level and incremental step and the base salary rate of the higher classification unless it is specified at the commencement of the period of higher duties that the staff member is to perform only a part of the higher level position. In this circumstance, a percentage of the full amount will be paid on a pro-rata basis.

24.4.3 The HDA will be:

- Paid for the full day where 50% or more of the day is worked at the higher level.
- Split between two or more staff members in proportion with the percentage of the duties undertaken by the respective staff members where the position is shared by more than one staff member.
- Paid during sick leave or recreation leave where the duties are undertaken by the staff member both immediately before and after the leave.
- Included in any paid leave accumulated while the staff member has been receiving the HDA for a period of 3 months or more, where leave is taken immediately following the period of higher duties.
- Increased in line with the position increments where the period of higher duties has exceeded 1 year.

24.4.4 Where a staff member receiving a HDA is permanently appointed to a position at the same level as the higher duties, the period of continuous higher duties will be recognised for the purpose of determining annual increments.

24.4.5 Higher duties allowance is not superannuable.

25 SALARY PACKAGING

Staff members who are employed on a continuing appointment or fixed term appointment with greater than 12 months remaining on the contract are eligible to take part in the salary packaging scheme. Casual staff members are not eligible.

25.1 Notwithstanding the rates specified in Schedule 2, staff will continue to have the option to convert their salaries as prescribed by this Agreement to alternative benefits subject to the staff member meeting, where applicable, the full cost of any fringe benefit tax or similar tax introduced by the Government. The University manages a number of salary packaging items in house, through HR Services – Payroll, at no cost to existing or new staff members. These items are :

- Payment of the compulsory staff member contribution to Unisuper and QSuper;
- Payment of additional contributions to QSuper Defined Benefit Scheme;
- University car parking permit fees;
- University child care fees.

25.2 Any additional items to those described in subclause 25.1 that a staff member may wish to include in a salary sacrificing package from a list of University approved items will be handled via an external provider on a user pays basis.

It is strongly recommended that a staff member seek independent financial advice before entering into any salary sacrificing arrangement.

25.3 It is agreed that if legislative or other changes result in increased cost of salary packaging to the University, the University may elect to discontinue salary packaging.

25.4 Notwithstanding anything contained within this clause, the staff member's salary rates as specified in Schedule 2 will be used as the basis for calculation of the following entitlements or amounts:

- termination payments, including superannuation, annual leave and long service leave;
- redundancy benefits;
- overtime and shift payments;
- leave loading;
- allowances;
- union fees;
- Work Cover.

25.5 Each staff member who enters into a salary packaging agreement shall be entitled to withdraw from the agreement at any time providing the relevant notice period, in accordance with external provider arrangements is given to the Director, OHRM.

26 SUPERANNUATION

26.1 The University will maintain the full employer superannuation contribution rates in place at time of lodgement of this Agreement for all eligible current and new staff members.

26.2 UniSuper will be the default fund for new staff members of the University.

26.3 The University will allow the option for staff members on fixed term appointments of 12 months or more to be eligible for full UniSuper membership and entitlements.

27 CLASSIFICATION PROCESS

There is a formal classification process which determines the value and level of general staff positions within the University. This process is set out in the OHRM Guidelines for the Conduct of Classifications and these Guidelines will not be changed without prior

consultation with staff and the Unions. The conduct of classifications will be guided by the following principles:

- Processes will be defined, transparent and ensure accountable outcomes.
- Processes will promote equity and consistency in position levels across the University
- Processes will facilitate the timely and cost effective conduct of classification and reviews.

- 27.1** The process enables a staff member to request that their incumbent position be assessed for possible reclassification.
- 27.2** The classification processes must be timely. Formal requests for a review of classification of an incumbent position by a staff member are considered by the relevant supervisor and Head of Element. These officers' comments form part of the documentation that is forwarded to OHRM. To reduce delays at this point, it is agreed that a maximum time line of 6 weeks will be adopted to enable the Head of Element to consider and comment on a request for a review of a classification. The 6 weeks is from date of receipt of a formal request until passing the proposal to OHRM. Where a Head of Element has not finalised their comments by the 6 weeks' deadline, a staff member has the right to forward the request directly to OHRM. Any changes in classification will be backdated to the date the classification questionnaire is received by OHRM, and in any event no later than 6 weeks from the date the completed questionnaire is provided to the Head of Element.
- 27.3** A trained job evaluator independently assesses the position and documents that assessment. The incumbent staff member and relevant manager will be advised of the assessment outcome.
- 27.4** The incumbent staff member may request a review of the assessment within seven days of receipt of the assessment where they consider that the assessment did not take into account relevant factors relating to the work value of the position. The staff member will notify OHRM in writing of the request for review and attach any relevant supporting information and evidence to be taken into consideration.
- 27.5** Reviews of classification assessments will be undertaken by a Classification Review Panel. The Panel is comprised of 1 University nominee and 1 Union nominee. Panel members must be trained in the University's job evaluation processes. The unions will nominate 3 staff members who are available to participate on Review Panels. Where a trained nominee leaves the University, the unions will nominate a replacement to be trained so that a pool of 3 trained union nominees can be maintained.
- 27.6** The role of Review Panel members is to independently and objectively consider reclassification assessments and the request for review submitted by the staff member including any supporting materials. Panel members are expected to undertake their role in an unbiased and non-partisan manner to ensure that the review process protects the integrity of the University classification processes and position descriptors, and to enhance the confidence of the University community in the job classification process and outcomes.
- 27.7** Where a Review Panel is unable to agree on a particular case, the Director, OHRM or nominee will appoint a further trained job evaluator to the Panel as chair that is jointly agreed with the relevant union. This reconstituted Panel will review the case and make a recommendation to either the Director, OHRM or the Pro Vice Chancellor, Administration as relevant as set out in clause 27.10.
- 27.8** In appointing an evaluator to chair the Review Panel in these circumstances, the Director, OHRM or nominee will ensure that the jointly agreed evaluator has not previously been involved in the case and is not from the same Element as the staff member whose case is being considered.
- 27.9** Where the job is classified at Level 7 or below, the assessor or Review Panel will make a recommendation to the Director, Office of Human Resources Management

who will decide the outcome having regard to the recommendation. Where the job is classified at Level 8 or above, the assessor or Review Panel will make a recommendation to the Pro Vice Chancellor, Administration who will decide the outcome, having regard to the recommendation.

Once the final decision has been made by the Director, OHRM (HEW 1-7) or the Pro Vice Chancellor, Administration (HEW 8 and above), there is no further mechanism for appeal.

- 27.10** If the position is not reclassified, the supervisor will discuss the outcome including reasons for the decision with the applicant within 3 weeks of the decision and where appropriate review the position description.

28 LINKED CLASSIFICATIONS

The University recognises that the duties and responsibilities of a particular position(s) may extend beyond one classification level. Linked classifications provide University Elements with the capacity to link classification levels for such positions. Linked classification positions are created, approved and managed in accordance with this clause and the Linked Classification Policy and Procedures. These Policy and Procedures will not be changed without prior consultation with the unions.

28.1 Principles

Linked classifications are based on the following principles.

- 28.1.1 A proposal by an Element to create a linked classification position must be based on:

- needs of the work area;
- strategic and operational planning for the area;
- budgetary considerations; and
- how these considerations relate to the position;

The linked classification process is not a mechanism for rewarding or recognising individual performance.

- 28.1.2 A linked duty statement will be developed for each proposed linked classification and a further formal classification evaluation will be undertaken.

- 28.1.3 Movement from the linked base position to the higher classified level is not automatic and can only occur if the criteria for advancement to the higher level are met.

- 28.1.4 A staff member in a linked classification position will normally have the opportunity to advance to the first increment step of the higher linked classification level once they have met the criteria for advancement or have reached the top increment of the lower classification and have met the criteria for advancement. A staff member who is already at the top increment at the time of approval will be provided with that opportunity immediately.

- 28.1.5 Once a staff member advances to the first increment step of the higher linked classification level, normal increment advancement will apply through that classification level.

- 28.1.6 Any staff member who advances to a higher classification level as a result of this process will remain at that higher level, regardless of whether linked classification continues at the University.

- 28.1.7 The linked classification process cannot be used in reverse; that is from a higher base level classification position to a lower classification level.

- 28.1.8 Positions designated as linked classification positions may be reviewed at the time of filling a vacancy or at anytime the element deems appropriate with the purpose of clarifying whether:

- (a) the position remains as linked classification; or

- (b) circumstances have changed and the position needs to return to the base level; or
- (c) the position should be considered for reclassification through the job evaluation process.

28.2 Criteria

The following criteria are to be applied in determining whether the duties and responsibilities of a position extend into the higher classification level:

- 28.2.1 Duties and responsibilities increase in complexity and depth in line with the needs of the Element and are consistent with the classification descriptors of the higher level;
- 28.2.2 There is sufficient need for work at a higher, more complex level to justify the establishment of linked classifications;
- 28.2.3 Duties and responsibilities at the higher level require advanced skills, knowledge, training or qualifications; and the
- 28.2.4 Relativity issues with other positions in Element must be considered.

PART 4 - HOURS OF WORK

29 ORDINARY HOURS

The normal working week is 5 days, Monday to Friday inclusive except where alternative arrangements are specified in this part of the Agreement or have been agreed in accordance with clause 32, Variable Hours Arrangements or clause 51, Local Area Agreement.

29.1 Full Time Staff

- 29.1.1 The ordinary hours of work for full time staff members will not exceed an average of 36¹/₄ hours per week, to be worked on the basis of 145 hours within a work cycle across 4 consecutive weeks (two pay cycles).
- 29.1.2 The ordinary daily hours will not exceed 10 hours in a single work period [excluding overtime and unpaid meal breaks].

29.2 Part time Staff

- 29.2.1 Part time staff members normally work less than 145 hours across 4 consecutive weeks. The fraction of full time hours will be as defined in the staff member's contract of employment.
- 29.2.2 Part time staff members may, by mutual agreement with their respective supervisor and taking into account customer and operational requirements, work more or less than the specified average weekly hours, provided that at the end of the 4 week work cycle, the total hours worked equate to their appropriate fraction.
- 29.2.3 Part time hours may be spread across the entire normal working week or spread across a specific day or number of days within it as agreed.

29.3 Casual Staff

The arrangements for casual staff are specified in subclause 12.3. Clause 29 does not apply to casual staff.

29.4 Span of Hours

- 29.4.1 The normal span of hours will be 7.00am to 7.00 pm for University staff members employed in administrative roles.
- 29.4.2 For all other staff members covered by this Agreement, the normal span of hours will be 7.00am to 6.00pm.

- 29.4.3 There is recognition that the operational times of certain areas within the Division of Information Services exceed what is considered the normal working week as specified in clause 29 and the span of hours as specified in subclause 29.4.2. Those areas and the relevant hours are specified in Schedule 3.

Hours worked in the Division of Information Services due to operational needs outlined in Schedule 3 but outside the normal span of hours of 7.00am to 6.00pm will attract the appropriate additional pay loadings specified in subclause 29.5.

29.5 Additional Pay Loadings

29.5.1 Span of Hours

Where a staff member, other than in the Division of Information Services, is required to work outside the span of hours specified in subclauses 29.4.1 and 29.4.2, which does not constitute overtime, then payment, will be at the ordinary rate plus 50%.

29.5.2 Weekend Work

- a) Staff members other than casuals, shift workers and those working agreed variable hours or flexi time arrangements, who work between midnight Friday and midnight Sunday and within the span of hours shown in subclauses 29.4.1 and 29.4.2 will be paid at the ordinary rate plus 50%.
- b) Staff members other than casuals, shift workers and those working agreed variable hours or flexi time arrangements, who work between midnight Friday and midnight Sunday but outside the span of hours shown in subclauses 29.4.1 and 29.4.2 will be paid at the ordinary rate plus 50% for the first 3 hours and the ordinary rate plus 100% thereafter.

29.5.3 Public Holidays

Where a staff member is required to work during ordinary hours on a proclaimed public holiday, payment will be at the ordinary rate plus 150%.

29.5.4 Division of Information Services Only

- a) The Division of Information Services staff members required to commence work prior to the span of hours or finish after the span of hours as specified in subclause 29.4.2 Monday to Friday inclusive are entitled to ordinary rate of pay plus an additional loading of 20% for all time worked outside the span of hours.
- b) This additional pay loading will only apply where the early start or late finish does not constitute overtime and the late start loadings in clause 29.5.4(c), do not apply.
- c) Where staff members are rostered to start and finish later on a specified day to cover the operational requirements of the Division of Information Services as specified in Schedule 3, the following additional pay loadings will apply:
 - should a staff member be rostered on a work day to commence at or after midday and finish at or before midnight, where the majority of the work day is worked between 2.00pm and 11.00pm, the staff member will be paid the ordinary rate of pay plus an additional 10%.
 - should a staff member be rostered on a work day extending beyond midnight, where the majority of the work day is worked between 8.00pm and 8.00am, the staff member will be paid the ordinary rate of pay plus an additional 15%.
- d) A part time staff member who is rostered to work less than 7.25 hours on a specified day and is scheduled to start and finish later in the day to cover the operational requirements of the Division of Information Services, then the prescribed rate which will apply will be whichever is the greater of the rates described in subclauses 29.5.4.(a) and 29.5.4.(c).

29.6 On-Call

Where an Element may have a need to have staff available to undertake work outside normal working hours, staff may be scheduled on to an on-call roster. This will be done in accordance with the University On-Call Policy and Procedures. The policy and procedures will not be changed without prior consultation with affected staff and the unions.

- The on-call allowance will be payable to staff members rostered for call-out standby.
- A kilometre allowance for use of a private vehicle from the staff member's normal place of residence to the University and return will be paid for on-site call-outs. Travelling time to and from the staff member's normal place of residence is part of the on-site call-out time.
- For onsite call-outs, overtime will be paid in accordance with clause 31 with a minimum of 3 hours entitlement for each call-out.
- If the staff member has returned home and is subsequently called out and required to re-attend the site, then the staff member shall be entitled to a further call-out claim.
- For home-based call-outs, overtime will be paid in accordance with clause 31, with a minimum of 1 hour entitlement for each call-out able to be completed via telephone instructions and a minimum of 2 hours entitlement for each call-out able to be completed via computer intervention by the staff member from "home-base". The period of payment will commence from time of receipt of the call.
- In cases of telephone or computer intervention, a staff member receiving a further call-out within the minimum relevant call-out period shall be entitled to a single call-out claim. If a staff member has completed a call-out and the minimum relevant call-out period has expired and subsequently receives a further call-out requiring some form of intervention then the staff member shall be entitled to a further call-out claim.
- Staff members will be entitled to reimbursement for the cost of all outgoing telephone calls or internet connection made in relation to problem resolution where such calls are not made on University provided equipment.

29.7 Rest and Meal Breaks

The following rest and meal break entitlements shall apply to all staff members other than those described as shift workers.

29.7.1 Rest Pauses

- a) A staff member working more than 7 consecutive hours in any one day (excluding any unpaid meal break) is entitled to two 10 minute rest pauses (ie. one in both the first and second half of their daily work) or one 20 minute rest pause each day. Each staff member who works less than 7 but more than 4 hours in any one day is entitled to one rest pause of 10 minutes duration.
- b) Rest pauses must be taken at times that will not interfere with the continuity of work where the continuity of work is necessary in the opinion of the University.

29.7.2 Meal Break

A staff member will not be required to work more than 5 consecutive hours without an unpaid meal break of 45 minutes, unless otherwise specifically agreed to by the staff member and supervisor, but cannot be reduced below a minimum of 30 minutes. Where a staff member, due to operational reasons, is directed by their supervisor to work longer than 5 consecutive hours without an unpaid meal break, such staff member will be paid for any period after 5 hours, at a rate of ordinary time, plus 100% until such time that the meal break can be taken or the employee finishes work.

30 SHIFT WORK

'Shift Worker' means a staff member who is required to undertake shift work in accordance with a shift roster. The shift roster may be one of rotating shifts, alternating from day to afternoon to night shift on a continuous basis across a work cycle or may also include those rostered on a continuous basis on afternoon or night shift without rotation. Staff members who undertake one or two late work days a week as described in subclause 29.5.2 will not for the purposes of this clause be considered to be a 'shift worker'.

30.1 Application

This clause only applies to Security/Traffic, Uniprint staff members who work a rostered shift arrangement and Client Technology Services (CTS) staff who work a rostered shift arrangement to provide Audio-Visual, Student Computing and Video Conferencing support.

30.2 Shift Loading

The following shift loadings are paid to shift workers in addition to the ordinary rates of pay:

- 30.2.1 10% for an afternoon shift, which is a shift commencing at or after midday and finishing at or before midnight, where the majority of the shift is worked between 2.00pm and 11.00pm.
- 30.2.2 15% for a night shift, which is a shift extending beyond midnight, where the majority of the shift is worked between 8.00pm and 8.00am.

30.3 Meal and Rest Breaks

30.3.1 Meal Break

A staff member undertaking shift work, shall be entitled to a 30 minute paid meal break to be taken between the commencement of the 4th hour and the completion of the 6th hour of the shift at such times as will not interfere with the continuity of work.

30.3.2 Rest Pauses

- a) A staff member working more than 7 consecutive hours in any one day is entitled to two 10 minute rest pauses (ie. one in both the first and second half of their daily work) or one 20 minute rest pause each day. Each staff member who works less than 7 but more than 4 hours in any one day is entitled to one rest pause of 10 minutes duration.
- b) Rest pauses must be taken at times that will not interfere with the continuity of work where the continuity of work is necessary in the opinion of the University.

30.4 Minimum Break between Shifts

Every endeavour will be made to provide a staff member with a 10 hour break between shifts. Should a 10 hour break not be provided then the staff member will receive the ordinary rate of pay, plus 100% for all time worked until such time as a break of not less than 10 hours has been received.

30.5 Notification of Rosters and Changes to Rosters

- 30.5.1 Staff members will be notified one week in advance of the roster which contains starting and finishing times, provided that notification by 1.00pm Monday will be sufficient notice for the week commencing on the following Monday.
- 30.5.2 Late notification of changes within a roster will be by agreement between the University and the staff member concerned, but, failing agreement, 24 hours notice of a change to a roster will be given by the University and the ordinary rate plus 100% will be paid to the staff member for the next shift.

31 OVERTIME

Having regard for the National Employment Standards, the University may require a staff member to work a reasonable period of overtime which will be paid at overtime rates.

In the case of Information and Communication and Technology Services (ICTS) staff members, there is a requirement that they will work a reasonable amount of overtime, to ensure computer maintenance windows are able to be utilised for work that cannot be reasonably performed during the normal span of hours.

Further to this, there is also a requirement that staff members from other Divisions of Information Services areas such as Learning Services are required to work a reasonable amount of overtime to provide occasional (infrequent but regular) workshops on weekends in order to meet client needs.

In both these instances, described above, such overtime will be allocated in a fair and equitable manner utilising the guidelines contained in Schedule 3.

Staff classified up to and including HEW 7 are eligible for paid overtime or time off in lieu in accordance with this clause. Staff classified above HEW 7 are not normally eligible for paid overtime but are eligible for time off in lieu which will be calculated using overtime rates. In certain circumstances (such as when the period requested for time off in lieu does not coincide with operational requirements) the relevant Deputy Vice Chancellor or Pro Vice Chancellor may approve the payment of overtime for staff classified above HEW 7.

Overtime occurs where:

- a staff member works hours in excess of the ordinary or rostered hours of duty; and
- there is no agreement in place for variable hours or flexi time to enable the ordinary hours of work to total not more than 145 within a work cycle across 4 consecutive weeks; and
- the staff member's manager has initiated the request. The only exception to a management initiated request is limited to cases of emergency (such as: life threatening hazards; danger to property and individuals, potential economic cost to the University.).

In the event that a staff member chooses to work hours outside the ordinary or rostered hours of duty and the manager has not given approval for these hours to be considered as overtime, then these hours will be treated as flexi time. Payment or time off in lieu will not be granted unless prior approval is given by the manager.

31.1 Overtime Rates

When overtime is worked and there is no agreement for time off in lieu then the following rates are applicable:

- 31.1.1 For all eligible staff members (except staff members engaged as tradespersons) the first 3 hours will be paid at ordinary rates plus 50%, and thereafter at ordinary rates plus 100%.
- 31.1.2 For staff engaged as tradespersons, the first 2 hours will be paid at ordinary rates plus 50%, and thereafter at ordinary rates plus 100%.
- 31.1.3 All overtime worked on Sundays will be paid at ordinary rate plus 100%.
- 31.1.4 A staff member who is not rostered on-call in accordance with sub-clause 29.6, and who is recalled without prior notice to work overtime which is not continuous with their ordinary hours, will be paid a minimum of 3 hours at the appropriate overtime rate.

31.2 Time off in Lieu

The supervisor and the individual staff member may agree that overtime will not be paid, but will be compensated through 'time off in lieu'. Should this be the case then the following would apply:

- 31.2.1 The time will accrue at the equivalent overtime rate which would otherwise have been paid. For example, 2 hours overtime at 150% is equal to 3 hours time off in lieu of overtime payment.
- 31.2.2 The maximum accrued time will not normally exceed 5 working days and will be taken at a mutually agreed time, normally within 30 days of accrual. In special circumstances and by mutual agreement with the Head of Element, a staff member may accrue in excess of 5 days but this will not exceed 10 days. In this event, the staff member may take the accrued time off in lieu in block periods outside of the peak period/s for the area involved. Accrued time must be taken within 6 months of its accrual.
- 31.2.3 Where a supervisor and staff member agree that the accrued time could not be taken within 6 months, payment for the time off in lieu accrued in the preceding 6 months will occur if requested by either.
- 31.2.4 Where a staff member resigns prior to taking accrued time, the University will provide equivalent payment. Payment under these circumstances is limited to time accrued in the 6 months prior to the effective date of resignation.

31.3 Minimum break following overtime

- 31.3.1 Every endeavour should be made to ensure that a staff member who has worked overtime be given a minimum break of 10 hours between the time of ceasing overtime work and next commencing ordinary work.
- 31.3.2 No deduction will be made from a staff member's pay because of time lost when on this break.
- 31.3.3 A staff member not provided with a 10 hour break will be paid at the ordinary rate of pay plus 100% for all time worked until a break of not less than 10 hours has been received.

31.4 Meal allowance during overtime

- 31.4.1 Monday to Friday: A staff member is entitled to a paid meal allowance in addition to any payment for overtime where the staff member is required to work overtime for more than 1 hour before or after the staff member's span of hours as defined in subclause 29.4.1 or 29.4.2 where the staff member cannot reasonably be expected to return to her/his residence for a meal.
- 31.4.2 Weekends or Public holidays: Where a staff member is required to work overtime on a weekend or on any public holiday for more than 4 hours, a meal allowance is paid.
- 31.4.3 Where a staff member continues or resumes duty for more than 1 hour after completing 4 hours overtime and cannot reasonably be expected to return to her/his residence for a meal and has an unpaid meal break of at least 45 minutes prior to continuing overtime, a meal allowance is paid.
- 31.4.4 Where a staff member as described in 31.4.3 is unable to take an unpaid meal break due to the emergency nature of the overtime and is requested to work through by the supervisor, they will after the completion of 5 hours, be entitled to a paid meal allowance regardless of break.

32 VARIABLE HOURS ARRANGEMENTS

32.1 Variable Hours

These provisions allow for the option of varying existing working arrangements in response to the operational needs of the organisational unit and/or in response to the needs of the staff member within it.

Such an arrangement can only be introduced following consultation with, and agreement between, the supervisor of the organisational unit and each staff member affected. As there is an ongoing requirement to operate more flexibly, staff members

and supervisors are encouraged to participate in flexible hours arrangements where possible, under the provisions of this clause.

32.1.1 Exclusions

The provisions of this clause exclude staff members whose work patterns are primarily shift work as defined in clause 30.

32.1.2 Hours of Duty

- a) A variable hours arrangement is a change to the existing span of hours worked by a staff member.
- b) Hours of work for a full time staff member under a variable hours work arrangement will not exceed 145 hours over a 4 week work cycle with such hours worked on no more than 5 days in any 7.
- c) Hours of work for a part time staff member will be as determined in the contract of employment with such hours to be worked on no more than 5 days in any 7.
- d) A staff member will normally receive 2 consecutive days off in any 7.

32.1.3 Variable Hours Arrangements

A proposed variation to existing working arrangements may be made in response to peak workloads, to meet the needs of an increasingly diverse University clientele, or to accommodate family or professional development needs of staff.

- a) Variable Hours may be initiated by either the staff member or the supervisor within an organisational unit and can only be implemented following consultation and agreement between the supervisor and the affected staff member. Any variation to the existing span of hours will still require a regular pattern of work over the 4 week work cycle. Flexi time may be worked within this hours arrangement.
- b) Where a supervisor wishes to vary the existing span of working hours of a staff member, the reasons for and the benefits of the proposed variation should be discussed with all staff members affected. Where a staff member wishes to vary their working hours they should discuss the proposed variation with their supervisor who must consider customer and operational requirements, and all other staff members who may be affected by the proposed variation.
- c) All reasonable requests by either the supervisor or the staff member for additional flexibility or for changes to a variable hours arrangement should be given reasonable consideration.
- d) Issues to be considered when varying existing hours arrangements would include, but are not limited to, family responsibilities, safety and travelling requirements and the operational requirements of the organisational unit.
- e) Any variation to the span of hours worked will require the agreement of all affected parties. Agreement will not be sought through the exertion of undue pressure or intimidation by either party.
- f) Where an agreement on a variation to hours is reached, this agreement and the period of time for which the agreement will apply will be recorded in writing by the supervisor and the relevant staff member and maintained on an Element file. Where circumstances change, a variable hours arrangement may be varied by mutual agreement or discontinued by either the supervisor or the staff member, by the giving of reasonable notice.
- g) If a staff member or supervisor is unable to comply with a proposed variation to hours, the matter should be discussed fully between the supervisor and the staff member and reasons provided as to why the proposed variation cannot be introduced. At these discussions, either party may be supported

by a person of their choosing, including a representative of the relevant union. When either the staff member or supervisor is approached regarding a variable work arrangement, but agreement is not reached, such non-agreement should be recorded in writing and maintained on an Element file. The staff member may forward a copy of this record to their relevant union.

- h) Any disputes arising out of the implementation of this clause may be referred by either the staff member or the supervisor to the procedure as contained in clause 16 "Dispute Avoidance and Settlement Procedure".

32.1.4 Rates of pay for staff working variable hours

The working of a variable hours arrangement as set out in this clause will not be deemed to be the working of a shift (as defined in clause 30) for the purposes of accruing a shift penalty. Ordinary rates of pay will apply to all ordinary hours worked under a variable hours arrangement, including work performed on Saturdays and Sundays.

32.2 Flexi-time

- 32.2.1 Subject to business and operational requirements, flexi time provides a staff member with the opportunity to vary his/her start and/or finish times around the core business hours for the particular work area. It is not a way to permanently change hours of work. Subclause 32.1 'Variable hours' explains this option more fully.
- 32.2.2 The following points are indicative of flexi time:
 - a) a proposal to vary working hours is made by the individual staff member and which is subject to the agreement of their immediate supervisor;
 - b) flexi time is calculated on the basis of time for time ie: 20 mins extra worked = 20 mins credit for flexi time.
- 32.2.3 The relevant Head of Element will assess whether flexi time is appropriate for a staff member within the particular area, taking account of the business requirements.
- 32.2.4 Normally, a staff member may accumulate flexi hours to a maximum of 2 days at any one time. Before accumulating in excess of 2 days the staff member must receive approval by the relevant Head of Element or nominee.
- 32.2.5 Where accrued flexi time is in excess of 2 days, and genuine business reasons prohibit a staff member taking this time, the Head of Element may allow it to be carried forward. This agreement will be in writing and plans will be in place to bring the accrual back to 2 days within a reasonable period.
- 32.2.6 Should accrual in excess of 2 days be carried forward, the staff member will not be allowed to accrue further flexi time until they have reduced their balance to the normal limit. In exceptional circumstances, the Head of Element may decide to provide payment in lieu of accrued flexitime. Payment in lieu of accrued flexi time will be paid on a single time for time basis.
- 32.2.7 Accrued flexi time may be taken off work at a mutually agreed time between the staff member and their immediate supervisor who will take account of the work requirements of the Element. In particular, essential work will by necessity have first priority.
- 32.2.8 Flexi time is not available to casual staff or shift workers.

PART 5 – LEAVE ENTITLEMENTS

33 PUBLIC HOLIDAYS

Any day appointed under the *Holidays Act 1983 (Queensland)*, for the relevant campus location and gazetted as such in the Queensland Government Gazette and/or the

Queensland Government Industrial Gazette shall be observed as a public holiday for the purposes of this Agreement.

33.1 Work Performed on Public Holidays

Where a staff member is required to work during ordinary hours on a proclaimed public holiday, payment will be at the ordinary rate plus 150%.

The University and the staff member may agree to take time off in lieu for time worked on the public holiday. The staff member would then be paid at ordinary rates for the actual time worked and time off in lieu would be calculated at 1.5 times the hours worked.

33.2 Public Holidays Falling on a Staff Member's Regular and Approved Rostered Day Off

Where a public holiday falls on a staff member's regular and approved rostered day off, she/he shall be entitled to one of the following at the discretion of the University:

- payment of an extra day's salary at ordinary time;
- an alternate day off to be taken at the discretion of the University; or
- the addition of an extra day to the staff member's annual leave entitlement.

This subclause shall not apply to casual staff members and is not applicable to non-working days of part time staff.

34 RECREATION LEAVE

34.1 Entitlement

34.1.1 This provision does not apply to casual staff members.

34.1.2 Full time staff members shall be entitled to recreation leave which will accrue at a rate of 20 days (145 hours) per annum. Part time staff members shall be entitled to recreation leave on a pro-rata basis.

34.1.3 Full time staff members engaged on continuous shift work, on a 7 day per week roster shall be entitled to recreation leave which will accrue at a rate of 25 days (181.25 hours) per annum.

34.1.4 Periods of leave without salary up to and including 1 month will accrue recreation leave, at which time accrual will cease. This excludes unpaid parental leave where recreation leave accrues for periods of up to and including 3 months.

34.2 Taking Recreation Leave

34.2.1 In the taking of leave, a staff member shall make application, giving timely notice to the University of the desired period of such leave. Approval of leave will be at the discretion of the University having regard to the operational requirements. Where the requirements of the University preclude leave approval as applied for, the University will grant such alternative period or periods of leave as agreed upon between the University and staff member.

34.2.2 Recreation leave can be accrued up to 50 days or 65 days in the case of full time staff engaged in continuous shift work on a 7 day per week roster. Where such accruals are in excess of this, the University may direct a staff member to take up to 25% of the total accrued leave.

34.2.3 Fixed term staff are required to take their entitlement to recreation leave accrued prior to cessation of the employment contract, except where there has not been adequate opportunity for the staff member to take the leave. Where such leave is not taken due to operational requirements, payment in lieu of recreation leave will be made on:

- resignation; or
- completion of a contract.

The University may agree, in exceptional circumstances, to carry forward unused accrued leave into a subsequent contract of employment with the University.

34.3 Calculation of Recreation Leave Payment

34.3.1 Recreation leave payments for all staff members (except for those undertaking continuous shift work) is calculated as follows:

- the staff member's ordinary salary for the period of annual leave (excluding shift premiums and weekend/public holiday penalty rates) plus a leave loading of 17.5% of this amount.
- Higher duties allowance is payable during a period of recreation leave when a staff member has undertaken higher duties immediately prior to the leave and resumes higher duties immediately after the leave.

34.3.2 Recreation leave payment for staff members undertaking continuous shift work is calculated in the following ways, with payment being whichever is the greater:

- the salary payable for work in ordinary time according to the staff member's roster over the period of annual leave, including Saturday, Sunday or public holiday shifts. An amount calculated in this manner will include any applicable shift penalties and weekend/public holiday penalty rates, or
- the staff member's ordinary salary (excluding shift penalties and weekend penalty rates) plus a leave loading of 17.5% of this amount.

34.4 Illness while on Recreation Leave

A staff member who becomes ill during recreation leave will be credited for periods of three days or more on submission of a medical certificate from a duly qualified medical practitioner.

34.5 Payment upon Termination of Employment

If a staff member resigns, retires or their employment is terminated, payment will be made in lieu of accrued recreation leave. Payment will be made to the estate of a deceased staff member in respect of accrued entitlement at the time of death.

35 SICK LEAVE

35.1 Entitlement

35.1.1 This provision does not apply to casual staff members.

35.1.2 Full time staff members shall be entitled to paid sick leave which will accrue at a rate of 10 days (72.5 hours) per annum. Part time staff members shall be entitled to sick leave on a pro-rata basis. Sick leave will continue to accumulate if not taken.

35.1.3 No payment will be made in lieu of accumulated sick leave.

35.1.4 A staff member's sick leave entitlement will be maintained where a break in continuity of service is for a period of up to but no more than 3 months.

35.1.5 Should a staff member exhaust their entitlement to paid sick leave, the staff member may be granted unpaid leave. Periods of unpaid sick leave of up to and including 1 month will accrue recreation leave, sick leave and long service leave, at which time accrual will cease.

35.2 Taking Sick Leave

35.2.1 A staff member absent from work through illness will notify the immediate supervisor as soon as practicable.

35.2.2 For a staff member engaged on a 19 day month, where the RDO falls during a period of sick leave, the RDO will be deemed to have been taken.

35.2.3 Only absences on working days will be debited from a staff member's sick leave entitlement.

- 35.2.4 A staff member who is absent due to illness for more than 3 days must provide a medical certificate from a recognised medical practitioner in support of the period of absence.
- 35.2.5 Where a staff member has a proven pattern of recurring absences on sick leave the University shall inform the staff member that in the event of future absences, a medical certificate will be required, in respect of each period of sick leave for a period of 6 months thereafter.

36 LONG SERVICE LEAVE

36.1 Entitlement

- 36.1.1 Continuing and fixed term staff will be entitled to long service leave upon completion of 10 years of recognised continuous employment. Long service leave will accrue at the rate of 1.3 weeks for each year of continuous service and a proportionate amount for a part of an incomplete year. A part time staff member's accrued entitlement shall be calculated on a pro-rata basis.
- 36.1.2 A casual staff member will be entitled to long service leave as long as employment service is continuous, even though:
- some of the employment is not full time;
 - the staff member is engaged under two or more contracts; or
 - the staff member has engaged in other employment during the period.

Continuous service ends for the purposes of an entitlement to long service leave if the employment is broken by more than 3 months between the end of one employment contract and the start of the next employment contract.

The amount payable to a casual staff member for long service leave is calculated using the following formula:

$$\frac{\text{Actual Service}}{52} \times \frac{13}{10} \times \text{ordinary hourly rate}$$

The University may agree with a casual staff member that the entitlement to long service leave may be taken in the form of its full time equivalent.

Where a staff member with casual continuous service as defined above is subsequently appointed on a fixed term or continuing basis, such casual service will count as service for accrual of long service leave, and credit for that service will be calculated in accordance with this subclause.

All other conditions as listed for full time and part time staff members apply.

- 36.1.3 It is expected that the University and the staff member will be able to agree on the timing of long service which is mutually convenient to the staff member and the Element concerned, having regard to the circumstances and wishes of the staff member and the capacity of the University to effectively meet its obligations. However, a staff member will be entitled to take long service leave at a time of their choosing, provided that at least 6 months written notice of such leave is given or in the absence of such notice, the relevant Pro Vice Chancellor or Deputy Vice Chancellor consents.

In special or emergent circumstances which would be notified to the staff member in writing, the University may defer any staff member's period of long service leave approved in accordance with this subclause, subject to the staff member being reimbursed for any expenses reasonably incurred as a result of such deferral. Such deferral would not exceed 3 months, unless otherwise mutually agreed between the staff member and the University.

- 36.1.4 A staff member, who is entitled to long service leave, may on written request take the leave wholly or in part, Duration of leave is normally a minimum of 2 weeks and a maximum of 26 weeks. However this may be altered on agreement between the staff member and the University.

36.1.5 A staff member who has taken and completed a period of long service leave, will again be entitled to long service leave. The period of such long service leave will be calculated at the appropriate rate in respect of the whole of the staff member's continuous service after deducting any long service leave previously taken.

Once a staff member has taken a period of long service leave of 13 weeks or more in duration the staff member will normally be expected to serve a further 4 years before long service leave is again granted.

36.1.6 Where a staff member has accumulated a long service leave entitlement in excess of 18 weeks, the relevant Pro Vice Chancellor may give the staff member written notice to take up to 3 months of such leave, at a time convenient to the needs of the University, provided that:

- the relevant Pro Vice Chancellor will give the staff member written notice of at least 12 months prior to the date on which leave must commence;
- the staff member will not be required to take long service leave within 24 months of the agreed date of retirement;
- the minimum period of leave the University can require a staff member to take will be 6 weeks;
- in any case where a staff member has taken leave pursuant to this subclause, the relevant Pro Vice Chancellor will not require the staff member to take a further period of long service leave for a period of 2 years after the end of the period of leave.

36.1.7 A staff member who becomes sick for periods of 3 days or more during long service leave may apply for sick leave on production of a medical certificate. If approved, the staff member will have their long service leave accruals re-credited for the period of illness.

36.1.8 Any long service leave shall be exclusive of any statutory public holiday occurring during the period of leave.

36.1.9 Periods of leave without salary and sick leave without salary greater than 1 month while not constituting a break in continuity of employment, do not count as qualifying service for long service leave.

36.1.10 A staff member who is eligible for long service leave will be entitled to payment in lieu on resignation.

36.1.11 A staff member who has completed at least 7 years recognised continuous service is entitled to a pro rata payment in lieu for long service leave on cessation of the staff member's employment under the following conditions:

(a) the staff member's service ceases because of the staff member's death; or

(b) the staff member ceases the service because of:

- i. the staff member's illness or incapacity; or
- ii. a domestic or other pressing necessity; or

(c) the cessation is because the University:

- i. dismisses the staff member for a reason other than the staff member's conduct, capacity or performance; or
- ii. unfairly dismisses the staff member; or

(d) the cessation is because of the effluxion of time and:

- i. the staff member had a reasonable expectation that the employment with the University would continue until the staff member had completed at least 10 years service; and
- ii. the staff member was prepared to continue the employment with the University.

36.1.12 In all cases of redundancy, the staff member shall be entitled to pro-rata payment in lieu of long service leave on termination where recognised accumulation of credit is less than 10 years but more than 5 years.

36.2 Recognition of Prior Service

The University will recognise all prior continuous paid full time and part time service within Australian universities and inter-university bodies as qualifying service for the purpose of determining long service leave entitlements, provided that if a staff member has taken a period of long service leave or has been paid in lieu of long service leave, such a period will be deducted from any entitlement due.

Recognition of prior service does not apply to staff members who are employed on a casual basis, or to staff whose salaries are paid from external funds which make no provision for long service leave, eg grants from bodies such as the ARC and NHMRC.

Further provided that if a staff member is eligible for a period of long service leave, or for payment in lieu, immediately prior to the staff member's appointment to the University, the staff member's current institution shall grant such leave and/or make payment in lieu prior to the person leaving that institution.

The University will have discretion as to the recognition of any other service which had been recognised by the releasing university.

Recognition of previous service other than as provided for in this subclause will be a matter for the University to determine.

For the purposes of recognition, continuous service is recognised where there is a break of no longer than 2 months between any University positions held and a break of no longer than 3 months between any Griffith University positions held.

The staff member will be required to serve 3 years with the University before being permitted to take accrued long service leave, except in the following circumstances where payment in lieu of such leave will be made: subject to clauses 36.1.10 and 36.1.11:

- on death;
- on retirement on or before 65 years of age subject to clause 20; or
- on receiving a pension under the UniSuper Superannuation Scheme

37 FAMILY, CULTURAL OBLIGATIONS AND OTHER SPECIAL CIRCUMSTANCES LEAVE

In each calendar year, staff members are entitled to take up to 5 days paid leave in total per calendar year for absences arising from either

- the need to provide care and support for persons with whom the staff member has a kinship or affective relationship or members of their household (Family Circumstances) or
- the need to participate in cultural obligations (Cultural Obligations) or
- instances of pressing or emergency circumstances (Special Circumstances).

This leave does not accumulate from one year to the next. A staff member may take up to 3 days paid leave per occasion within a total calendar year entitlement of 5 days paid leave for all absences arising from the circumstances outlined in this clause.

Typical kinship or affective relationships include relationships with:

- a partner (including a former partner, a de-facto partner and a former de-facto partner);
- a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the staff member or partner of the staff member;

- members of the extended family and/or community of Indigenous Australians;
- members of the extended family where there is a recognised cultural relationship to such persons.

Any dispute as to the validity of a claimed absence will be referred to the Director, OHRM for determination.

This provision does not apply to casual staff members.

The circumstances under which staff can apply for Leave for Family, Cultural Obligations and Other Special Circumstances and the associated administrative requirements are set out below.

37.1 Family Circumstances

Staff with responsibilities in relation to either a person with whom they have a kinship or affective relationship or members of their household who need their care and support are entitled to take up to 3 days paid leave per occasion to provide care and support for such persons when they are ill.

The staff member may be required to establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

In normal circumstances a staff member shall not take leave where another person has taken leave to care for the same person.

Leave may be taken for part of a single day.

The staff member shall, wherever practicable, give the University notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the staff member, the reasons for taking such leave and the estimated length of absence.

If it is not practicable for the staff member to give prior notice of absence, the staff member shall notify the University by telephone of such absence at the first opportunity on the day of absence.

In circumstances where the illness is of such a nature or frequency that all available carer's leave has been taken within the calendar year, the Director, OHRM or delegate, upon application by the staff member, may permit the staff member to utilise his/her accumulated sick leave to continue paid leave to care for dependents.

37.2 Cultural Obligations

A staff member can be granted up to 3 days paid leave per occasion to participate in, or fulfil, cultural obligations related to the culture with which the staff member or the staff member's partner, family and/or community group identifies.

The staff member shall notify the University in advance.

37.3 Special Circumstances

A staff member may be granted up to 3 days paid leave per occasion for reasons, which are agreed by the Head of Element to be pressing, or emergency circumstances, which preclude attendance at work.

The staff member shall notify their supervisor by telephone of such absence at the first opportunity on the first day of absence.

In all the above circumstances under which a staff member can apply for Leave for Family, Cultural Obligations and Other Special Circumstances, a staff member may elect, with the consent of the University, to take leave without pay, annual leave or long service leave for such pressing or emergency circumstances, or to extend three days paid leave with such other leave if necessary.

38 PARENTAL LEAVE

Parental Leave provides the opportunity for staff members to devote time to their child or children during the first year of their parenting relationship without disadvantaging those staff members in their career.

All entitlements to parental leave will normally apply once only within a 12 month period.

38.1 Eligibility

A staff member is eligible for 52 weeks continuous leave as set out in clause 38.2 if the staff member has served continuously in an appointment with the University for at least 12 months prior to the proposed date of commencement of parental leave or the date of birth or adoption of the child, whichever is earlier; and the staff member is taking the role of primary care-giver of a child, whether through birth or adoption; and the staff member complies with subclause 38.3.

38.2 Entitlement

Parental Leave extends for a maximum of 52 weeks. Accrued recreation leave or long service leave may be taken during the 52 week leave period, or in addition to it.

Whilst on paid leave, whether parental, recreation leave or long service leave, pay will continue in the normal manner.

38.2.1 Staff Members with Continuing Appointments

Within the 52 week period, the University provides a maximum of 26 weeks of paid leave consisting of:

- 12 weeks paid maternity leave; and
- 14 weeks paid primary care giver's leave

for full time and part time staff members, on the understanding that the staff member will return to work at the end of the leave period for a minimum of the equivalent period of the leave taken. Staff members employed on a part time basis will be entitled to paid leave calculated on a pro-rata basis.

The 12 weeks maternity leave is normally only available to the staff member who is the birth mother or is taking on the primary care giver role from the outset in the case of an adoption. Maternity leave for birth mothers would normally commence no later than three weeks prior to the expected birth date unless medical evidence is provided to certify that the pregnant staff member is fit to continue normal duty for a further period that extends to no later than the expected birth date.

The 14 weeks primary care giver leave will be available to a staff member that takes on the primary care giver role, subject to satisfying staff member's responsibilities requirements. This may continue to be the birth mother, or initial primary care giver in the case of adoption, or the partner. The period of leave available to a staff member who is a partner and a primary care giver will be reduced by the period of paid leave in excess of twelve weeks that the birth mother receives from another employer. Further a commensurate adjustment to increase the period of leave available to a partner who is a primary care giver will be made on production of appropriate evidence that the birth mother has ceased to be the primary care giver earlier than twelve weeks after birth for either medical or other significant reasons.

In the case where both parents of the child are employed by the University, the entitlements listed herein can apply to either staff member, providing that the staff member applying is undertaking the role of the primary care giver. However, the total entitlement that will be available will be as if one staff member

had applied, regardless as to whether the role of primary care giver changes during the entitlement period.

The paid leave period can be accessed in a number of ways. Taking the full 26 weeks paid leave entitlement; the staff member may opt for one of the following:

- 26 weeks paid at 100% of normal salary; or
- 52 weeks paid at 50% of normal salary; or
- 14 weeks paid at 100% of normal salary, other leave being utilised if required, for example as unpaid, recreation leave or long service leave with the remainder of paid parental leave utilised on return to work to enable the staff member to work on a part time basis, but still receive full salary. (Must have prior approval of Supervisor, which will not be unreasonably withheld); or
- 21 weeks paid parental leave at 100% normal salary, 6 weeks recreation leave/long service leave/ unpaid parental leave, returning to the workplace on an 80% appointment, but for the next 25 weeks being paid at 100% of normal salary. The staff member must have prior approval of the Supervisor to access the leave this way. This approval will not be unreasonably withheld.

38.2.2 Staff Members with Fixed Term Appointments

Fixed term staff members who meet the eligibility requirements as described in this clause will have the same entitlements as those for continuing staff members. However, if the fixed term contract expires during the period of parental leave, the staff member will not be eligible for paid leave unless the staff member can fulfil the return to work requirements. The contract term will not be extended by the period of absence for this purpose.

In the event that the fixed term contract expires during the period of leave this will be treated as a normal expiry of the contract. The staff member will cease to be a staff member at this point and therefore not entitled to further parental leave unless re-employed and meeting the entitlement criteria as set out here.

38.2.3 Staff Members with Casual Appointments

Casual staff members who meet the eligibility requirements as described in this clause are entitled to 52 weeks of unpaid parental leave.

38.2.4 Staff Members with less than 12 months service

Staff who do not meet the 12 months continuous service eligibility criteria set out in 38.1 will only be entitled to a maximum of 52 weeks unpaid leave, conditional on return to work with the University.

38.3 Staff Member's Responsibilities

The staff member is required to inform their Supervisor of their intention to take leave as soon as practicable. In order to be eligible for the entitlements as listed in subclause 38.2, the staff member will normally need to provide:

- a minimum of 10 weeks' written notice of their intention to take parental leave, enabling the element to plan for the absence;
- a minimum of 4 weeks' written notice of the dates on which the staff member wants to start or end the parental leave. Should the staff member wish to take paid parental leave the staff member will need to confirm within this written notice that they are taking on the role of primary care giver and the intention to return to work following the completion of parental leave;

AND

- (i) In the case of the birth mother being the staff member and applying for both maternity and primary care giver leave:

- a registered medical practitioner's certificate confirming the staff member is pregnant and the expected date of birth,

OR

(ii) In the case of the non-birth partner assuming the role of primary care giver:

- a registered medical practitioner's certificate confirming the staff member's partner is pregnant and the expected date of birth and a statutory declaration stating that they will be taking on the role of primary care-giver for a new child, the circumstances under which this is occurring and what duration of paid parental leave, if any, the staff member's partner has or will receive from any employer in relation to this confinement*.

OR

(iii) In the case of the staff member adopting and taking on the role of primary care giver:

- relevant documentation which confirms the staff member's status as an adopting parent and gives the date on which the parenting responsibility is expected to commence and, in the case of staff members also taking on the role of primary care-giver, a statutory declaration stating that they will be taking on the role of primary care-giver for the adopted child, the circumstances under which this is occurring, and what duration of paid parental leave, if any, the staff member's partner has or will receive from any employer in relation to this adoption*.

Where the staff member has a permanent arrangement for the care of a child where the cultural traditions or requirements do not involve legal adoption procedures the staff member may put their case to the Director, OHRM to determine eligibility for parental leave.

38.4 Other Leave

Parental leave extends for a maximum of 52 weeks. Accrued recreation leave or long service leave may be taken during the 52 weeks leave period, or in addition to the 52 weeks leave period.

Recreation or long service leave must be applied for as a separate leave entitlement.

Whilst on paid leave, whether parental, recreation or long service, salary payments will continue in the normal manner.

38.5 Continuity of Service

The period of time spent on parental leave is not treated as a break in service. Periods of parental leave will count as continuous service for calculation of entitlements for long service leave, sick leave and subsequent periods of parental leave. Only the first 26 weeks of parental leave will accrue recreation leave entitlements. Salary increments will not be affected by parental leave.

38.6 Unplanned Cessation

In the unfortunate circumstance that a staff member's pregnancy terminates by either:

- miscarriage after a gestation period of greater than 14 weeks: or
- stillbirth:

the staff member will be entitled to up to 6 weeks paid leave on presentation of supporting medical evidence, commencing on the date that the still birth or miscarriage occurred. Where a stillbirth occurs after the staff member has commenced parental leave the staff member will be entitled to up to 6 weeks paid leave, however any remaining parental leave entitlement would cease.

* The exception will be where two staff members of Griffith share the paid parental leave as outlined in subclause 38.2

38.7 Notifying Changes in Circumstances

There is an expectation that there will be two-way communication while staff are absent on parental leave. Should changes occur in the workplace that may affect absent staff members they should be informed of these as soon as is possible. The University will maintain an appropriate level of contact with the staff member on leave and the staff member on parental leave should keep in contact with their manager as appropriate during this period.

A staff member may extend the period of parental leave if:

- the staff member provides at least 14 days written notice to the manager before the original expiry date of the leave; and
- the total period of parental leave taken is not more than the maximum of 52 weeks.

38.8 Return to Work

At the end of the leave period, the staff member will wherever possible return to the same position as that prior to leave. If organisational circumstances prevent this, the staff member will be placed in a position of equal status and conditions, taking into account the staff member's qualifications, skills and experience.

Should the staff member wish to return to work earlier than advised, the staff member will need to submit a written request to the Supervisor. Approval will be at the discretion of the [Head of Element](#) and will be dependent upon organisational arrangements.

Staff returning to work after a period of parental leave may be able to return on a reversible part-time basis. Staff should refer to the Reversible Part Time Appointment for the Care of Dependents subclause 13.3 of this Agreement.

In the event that the staff member decides not to return to work at the end of the leave period, the staff member must confirm this in writing to the [Head of Element](#) through the Supervisor, giving the appropriate notice period, as soon as practicable. Where the staff member has accepted paid parental leave and fails to return to work for the equivalent period then the full or outstanding amount of the cost of the paid parental leave benefit will normally be required to be repaid to the University.

38.9 Partner Leave

Where a staff member (other than a casual staff member) is not the primary care giver of a child and becomes a parent, whether through birth or adoption, he/she is eligible for 10 days paid leave providing:

- the staff member has served continuously in an appointment with the University for at least 12 months prior to the proposed date of commencement of parental leave; and
- the staff member complies with the relevant provisions in subclause 38.3.

39 LEAVE WITHOUT SALARY

39.1 The University recognises that staff members may wish to apply for periods of leave without salary where they do not have an entitlement for paid leave or where their entitlement has been exhausted.

39.2 The provision of leave without salary is not an entitlement. However, the University recognises that there are occasions where leave without salary can bring benefit to the University. Further, it is also recognised that individuals may need to apply for periods of leave without salary on compassionate grounds. In all cases, applications will be considered by taking account of the staff member's circumstances and of the University's operational requirements, which by necessity will take first priority.

- 39.3** Leave without salary will not be granted in broken periods, separated by public or University holidays, or periods of recreation leave, and will be limited to a maximum of 12 months unless there are exceptional circumstances.
- 39.4** Public holidays observed during a period of leave without salary will form part of the period of leave.
- 39.5** Normally, applicants will be expected to have exhausted accrued periods of leave which are relevant to the purpose of the application.
- 39.6** Periods of leave without salary up to and including one month will not affect a staff member's service increment or probation date and will continue to be regarded as qualifying time for long service, recreation and sick leave. Periods greater than one month will incur an adjustment of increment and probation dates and not be regarded as qualifying time for leave by the period of leave taken greater than one month.
- 39.7** Superannuation benefits may be affected by leave without salary.
- 39.8** This provision does not apply to casual staff members.

40 OTHER LEAVE

40.1 Bereavement Leave

A staff member is, upon the death of person with whom the staff member has a kinship or affective relationship, entitled to take up to 2 days paid leave per occasion for the purpose of making arrangements and/or attendance at the funeral.

The staff member shall notify the University by telephone of such absence at the first opportunity on the first day of absence.

40.2 Jury Service and Court Attendance Leave

Paid leave with salary will be granted to a staff member required to serve as a juror or appear as a witness, for the period of attendance required in any Court of Law, provided the staff member assigns to the University all payment received for such court attendance. Such a leave application must be supported by a certificate from the Sheriff's Office indicating attendance.

40.3 Reserve Forces Leave

A staff member who is a member of the Defence Reserve Forces will be entitled to leave on full pay, for the purpose of attending an annual training camp of up to 14 calendar days duration or up to 18 days where certified by the relevant Commanding Officer.

To claim this entitlement, a staff member will inform the Director, OHRM of their Defence Force Reserves status on appointment and any subsequent change to that status. Upon application for such leave, evidence of the necessity for attendance must be submitted and at the conclusion of such leave the staff member must produce a Certificate of Attendance signed by the Commanding Officer.

Where, due to operational requirements, leave of absence cannot be granted in accordance with the above, the Head of Element may grant leave of absence for a similar purpose at another time.

40.4 State Emergency Services Leave

A staff member who is a member of the State Emergency Services (SES) may have up to 5 days paid leave per year (non-cumulative) to carry out duties associated with service with the SES, provided that:

- (a) the Head of Element is advised as soon as possible of a likely absence and the length of absence;
- (b) on return to work, the staff member submits a certificate of official attendance signed by the relevant SES Officer.

40.5 Workplace Relations Training Leave

A staff member may be granted up to 5 working days leave on ordinary rates each calendar year (non-cumulative), to attend courses and seminars that contribute to a better understanding of workplace relations, including trade union training leave and required attendance at regional, State and National meetings or conferences, provided that the University is not involved in any other costs except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the staff member.

PART 6 – PERFORMANCE MANAGEMENT

41 PROBATION

Probation will be undertaken in accordance with the Probation Policy and Procedures for General Staff Continuing and Fixed Term Appointments. These Policies and Procedures will not be changed without prior consultation with staff and the unions. Staff members are subject to the following probation periods:

Continuing appointments	Guidelines for Probationary Period
HEW levels 1-4	3 months
HEW levels 5-7	From 3 months - up to 6 months
HEW levels 8-10	From 3 months - up to 12 months
Fixed term appointments	Guidelines for Probationary Period
All fixed term appointments having regard to the level and probationary period for continuing appointments set out above.	Up to one-third of the contract to a maximum as specified for continuing appointments above with a minimum of 3 months

In exceptional circumstances and having regard to the nature of the job, the Head of Element may recommend to the relevant senior officer that a longer period of probation be applied. In the same regard, given a staff member's experience and qualifications, the Head of Element may recommend to the relevant senior officer that a shorter period of probation be applied, or that the probation period be waived.

Any such recommendation must be forwarded to the Director, OHRM for final approval before an offer of appointment is made.

For both fixed term and continuing appointments, the above probationary period only applies to the initial period of the staff member's employment, except where:

- a staff member is re-employed by the University and the break in service is 3 months or more, such an appointment may include a probationary period; or
- subsequent to a fixed term or continuing appointment, a staff member is appointed to another position that involves duties that are substantially different to those of their current position, a further probationary period may be required.

In the case where, subsequent to a fixed term appointment, a staff member is appointed to a continuing position that involves duties of a similar nature to the fixed term position currently held, then all time served in the fixed term appointment(s) will count as part or all of the probationary period for the continuing position.

The supervisor and staff member will normally discuss and clarify performance expectations within the first week of commencement of employment, and the probation period should include at least 1 probationary review plus the final review of the staff member's overall performance.

41.1 Unsatisfactory Performance During Probation

In the event that unsatisfactory performance is identified, the supervisor will arrange a meeting with the staff member as soon as possible and advise the staff member of

the reason for the meeting. This may be initiated at any time during the probation period.

At the meeting, the supervisor will make the staff member aware of the deficiencies in specific areas of performance; provide an opportunity for the staff member to respond; determine any type of remedial action required to assist the staff member to improve their performance; outline the time frame for improvement; alert the staff member to the consequences of continued unsatisfactory performance.

41.2 Decision to Confirm Appointment

The supervisor should conduct the final review of the staff member's overall performance at least two weeks prior to the end of the probationary period. As a result of this review, the supervisor will recommend to the Head of Element to either confirm or terminate the appointment. The Head of Element will make a decision to either confirm or recommend termination of appointment to the Director, OHRM.

41.3 Termination for Unsatisfactory Performance During Probation

Termination of employment due to unsatisfactory performance can be instigated at any time during the probationary period.

When the decision of termination of employment due to unsatisfactory performance during the probation period is taken, the staff member shall be advised of and given the opportunity to make, and have considered, a response to any adverse material about the staff member which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

Where the staff member's performance, at the time of the final review, is determined as unsatisfactory and/or sufficient progress has not been made, the supervisor will recommend termination of employment prior to the end of the probationary period.

In either circumstance of termination, the staff member will be given 2 weeks notice or the equivalent of 2 weeks salary in lieu of notice.

The supervisor's report, outlining reasons and details, including a record of attempts to address concerns, and any response from the staff member will be forwarded to the Head of Element for consideration.

The Head of Element's recommendation and all relevant documentation will be forwarded to the Director, OHRM who will make a final decision and notify the staff member in writing prior to the end of the probationary period.

42 INCREMENTAL PROGRESSION

A staff member will progress to the next salary step of the classified HEW Level on the 12 month anniversary of the staff member's appointment unless the performance is found to be unsatisfactory.

43 PERFORMANCE MANAGEMENT SCHEME

The Performance Management Scheme will be undertaken in accordance with the General Staff Performance Management Scheme Policy and Procedures. These Policies and Procedures will not be changed without prior consultation with staff and the unions.

44 UNSATISFACTORY WORK PERFORMANCE

This clause only applies to staff members in continuing and fixed term appointments.

A staff member who is subject to unsatisfactory performance processes may be represented at any meeting in relation to the matter by a nominated representative of their choice.

44.1 Preliminary Action and Counselling

44.1.1 Where a supervisor is of the view that the staff member's performance is unsatisfactory, the supervisor and staff member shall attempt to resolve the

difficulties through a counselling process. Support, training and development programs and a reasonable timeframe, as agreed at time of discussion, will be provided to the staff member to allow for improvement in the staff member's performance.

- 44.1.2 The staff member will be provided with copies of all documentation relating to the unsatisfactory performance and counselling and copies will be placed on the staff member's file. The staff member is entitled to provide a written response and this response will also be placed on the staff member's file.
- 44.1.3 Where a staff member's work performance does not improve, normally after the timeframe specified, or there has been a repeat of unsatisfactory performance, then a more formal process may be entered into.

44.2 Formal Action

- 44.2.1 The supervisor will discuss the matter of unsatisfactory performance with their Head of Element and the Director, OHRM will be notified prior to taking any steps under this stage.
- 44.2.2 The supervisor will provide the staff member with a written statement setting out specific aspects of performance which are unsatisfactory and the improvements in performance which are required. The supervisor will also specify a timeframe within which performance should improve and at the end of which a review will be held. The duration of the timeframe will be reasonable, having regard to the nature of the nominated performance shortcomings. The supervisor will further specify any support and/or development activities to be made available during this period.

The staff member has the right to challenge an assessment of unsatisfactory performance through a written response, which will be considered by the supervisor.

Documentation will include the staff member's response to the assessment of unsatisfactory work performance. All documentation will be kept on file and a copy provided to the staff member. The Head of Element and Director, OHRM will be advised of the warning(s) issued.

- 44.2.3 If the staff member's performance is still regarded by the supervisor as unsatisfactory, normally at the end of the review period, the supervisor will submit a report through their Head of Element to the Director, OHRM. The report shall include copies of previous counsellings/warnings, any statement(s) made by the staff member and a clear statement of aspects of performance considered to be unsatisfactory.

The supervisor will notify the staff member of their intention to make the report and the proposed recommendation to the Head of Element and provide a copy to the staff member.

The Head of Element may recommend 1 of the following forms of disciplinary action:

- formally reprimand the staff member by way of counselling or warning
- withhold an increment of salary, where applicable
- demote the staff member (maximum 1 classification level)
- terminate the staff member's employment

The staff member has 10 working days to submit a response to the Director, OHRM.

44.3 Disciplinary Action

- 44.3.1 The Director, OHRM (or delegated authority) will review all documentation, including any written submissions made by the staff member.
- 44.3.2 In the event that the Director, OHRM (or delegated authority) is of the view that disciplinary action is not warranted, or the appropriate feedback, counselling and

opportunity to improve performance have not been given, the matter will be referred back to the supervisor with instructions, where relevant, to follow the process set out in this clause.

44.3.3 Where the Director, OHRM (or delegated authority) considers that disciplinary action is warranted s/he will inform the staff member, supervisor and Head of Element, in writing, of the reasons for the decision regarding disciplinary action.

44.3.4 Disciplinary action will be one of the forms described above in subclause 44.2.3.

44.4 Committee of Review

If the disciplinary action is other than a formal reprimand, the staff member may request within 5 working days that the matter be referred to a Committee of Review.

44.4.1 The Committee of Review consists of:

- a person appointed by agreement between the Pro Vice Chancellor (Administration) and the relevant Union to Chair the Committee
- a staff member nominated by the Pro Vice Chancellor (Administration)
- a staff member nominated by the relevant Union, after consultation with the staff member.

44.4.2 No person except the members of the Committee and any person providing secretarial assistance to the Committee shall be present during its deliberations.

44.4.3 The Committee will consider any representations made either orally or in writing by the staff member or their nominated representative,. The Committee may require the supervisor to respond to the matters raised by the staff member. In the event that the staff member does not, without reasonable explanation make representations, either orally or in writing, after reasonable notice of the Committee's intention to meet, the Committee may proceed with the matter in her/his absence.

44.4.4 The Committee will consider whether the performance of the staff member is satisfactory or unsatisfactory and will report its findings and reasons to the Pro Vice Chancellor (Administration) and the staff member concerned within 20 working days of the matter being referred to the Chair. The Committee may also comment on the nature of disciplinary action it considers appropriate.

44.4.5 As soon as practicable after receiving the report from the Committee, the Pro Vice Chancellor (Administration) (or delegated authority) will, after due consideration of the Committee's report, advise the staff member, in writing, of her/his decision and the form of disciplinary action to be taken, if any. A copy will be provided to the Head of Element and Supervisor.

44.4.6 If, at any time during the operation of this process, the staff member offers to resign with immediate effect, the Director, OHRM (or delegated authority) will accept the resignation and the proceedings shall cease.

45 DEALING WITH MISCONDUCT/SERIOUS MISCONDUCT

Nothing in this clause will preclude the University from summarily dismissing a staff member on the grounds of serious misconduct.

For the purposes of this clause misconduct and serious misconduct will mean the behaviour described in Definitions subclauses 4.2.9 Misconduct and 4.2.13 Serious Misconduct.

All decisions to discipline or terminate the employment of a general staff member for misconduct or serious misconduct will be in accordance with the provisions of this clause and the principles of natural justice.

A staff member who is subject to an allegation of misconduct or serious misconduct may be accompanied, should they choose, at any meeting in relation to that allegation by a nominated representative of their choice.

45.1 Allegations of Misconduct or Serious Misconduct

Allegations of Misconduct or Serious Misconduct are to be referred to the Director, OHRM (or delegate). Allegations may be made by any person and may be verbal or in writing.

The Director, OHRM will consider whether the allegation warrants formal action under these procedures. For the purpose of making that decision, the Director, OHRM may conduct or initiate a preliminary investigation. The procedures for the preliminary investigation are set out in subclause 45.2.

45.2 Preliminary Investigation

The Director, OHRM may appoint 1 or more investigators to undertake this preliminary investigation. The Director will consult with the staff member and their nominated representative prior to making the appointment.

This preliminary investigation will normally take no longer than 10 working days from the appointment of the investigator(s)

- 45.2.1 The investigator(s) may conduct such further investigations, as the investigator(s) considers appropriate. The investigator(s) will determine the procedure for conducting the inquiries and will outline these procedures to the staff member concerned. The guiding principles for this investigation will be the desire to determine the facts and the need to ensure procedural fairness for the staff member.
- 45.2.2 As part of the preliminary investigation, the investigator(s) will meet with the staff member to discuss the alleged misconduct. Prior to this meeting, the staff member will be provided with a copy of any report and evidence relating to the alleged misconduct and be given an opportunity to respond to this. Refusal by the staff member to attend such a meeting will not prevent the investigator(s) from completing the investigation and providing a report to the Director, OHRM.
- 45.2.3 The outcome of the preliminary investigation will be a report provided to the Director, OHRM. The report will include:
 - a statement of preliminary finding in relation to the allegation as initially presented and reasons for that finding, including an outline of any evidence and document relied upon.
 - if appropriate, a statement of any mitigating factors which should be considered in relation to the allegations.
- 45.2.4 The participation of the staff member in the preliminary investigation will be without prejudice to any response or position they may undertake in any subsequent formal process.

Where the Director, OHRM determines that no formal action under these procedures is warranted, no further action will be taken and the staff member will be advised in writing of the decision.

45.3 Formal Action

- 45.3.1 If the Director, OHRM decides to proceed with formal action, either directly on receipt of an allegation or after a preliminary investigation, the Director, OHRM will:
 - notify the staff member in writing, setting out the allegation(s).
 - include sufficient detail to enable the staff member to understand the nature of the allegation(s), and to properly consider and respond to them. This is to include any reports (including preliminary investigation report, if undertaken).
 - inform the staff member that they are entitled, within 10 working days of receiving a copy of the allegation(s), to submit a written response to the Director, OHRM.

Notification in writing will be deemed to have been served if sent by registered mail to the last known home address of the staff member.

- 45.3.2 Depending on the nature of the allegation(s), the Director, OHRM (or delegated authority) may, without prejudice, determine that it is appropriate to suspend the staff member with pay while an investigation is being conducted.
- 45.3.3 If the staff member admits the allegation(s) in full and the Director, OHRM is of the opinion that the behaviour amounts to misconduct or serious misconduct then the Director, OHRM may recommend one of the disciplinary actions described in Definitions subclause 4.2.7 to the Pro Vice Chancellor (Administration).
- 45.3.4 If the staff member denies, or partially denies the allegations or fails to respond to the allegations, the Director, OHRM (or delegated authority) will consider the allegations and any relevant evidence, the staff member's response and any mitigating circumstances. Following this, the Director, OHRM (or delegated authority) may:
- take no further action and advise the staff member in writing of the decision;
 - require a further investigation to be undertaken in order to more fully establish the circumstances.
 - determine that there is a case for the staff member to answer.
- 45.3.5 Should the Director, OHRM (or delegated authority) decide to initiate a further investigation, he/she may decide to appoint one or more investigator(s) to undertake this investigation. The investigator(s) may conduct such further inquiries, as the investigator(s) considers appropriate. The investigator(s) will determine their procedure for conducting the inquiries and will outline those procedures to the staff member concerned. The guiding principles for this investigation will be the desire to determine the facts and the desire to ensure procedural fairness to the staff member. Such further investigation would normally not take longer than 5 working days.
- 45.3.6 As part of the investigation the investigator will meet with the staff member to discuss the allegations. Prior to this meeting the investigator will provide the staff member with a copy of any evidence that has been presented to substantiate the allegation and will give the staff member an opportunity to consider and respond to this. Refusal by the staff member to attend such a meeting will not prevent the investigator from completing the investigation and providing a report to the Director, OHRM.
- 45.3.7 The Investigator will provide the Director, OHRM with a report on the investigation. The report will include:
- a statement of finding in relation to the alleged behaviour as presented in the allegations and reasons for that finding, including an outline of any evidence and documents relied upon.
 - if appropriate, a statement of any mitigating factors which should be considered in relation to the alleged behaviour.
- 45.3.8 On receipt of the report from the investigator(s), the Director, OHRM may:
- take no further action and advise the staff member in writing of the decision
 - determine that there is a case for the staff member to answer.
- 45.3.9 Where the Director, OHRM determines that there is a case for the staff member to answer, a report containing the Director's findings will be sent to both the staff member and the Pro Vice Chancellor (Administration). The staff member, on receipt of the report, has 5 working days to provide a written response to the Pro Vice Chancellor (Administration) or to seek a review undertaken by a Misconduct Committee.

45.4 Misconduct Committee

In seeking a review, the staff member must indicate the grounds on which the review is being sought, such as:

- that based on the evidence, conclusions reached were incorrect
- that the University had failed in a significant way to comply with its own procedures

45.4.1 The Misconduct Committee shall comprise:

- a Chair jointly agreed between the Director, OHRM and the relevant Union.
- a staff member nominated by the Director, OHRM.
- a staff member nominated by the relevant Union, after consultation with the affected staff member.

This Committee will normally be established within 10 working days.

The Misconduct Committee will report its findings to the Pro Vice Chancellor (Administration) and the staff member within 15 working days of the matter being referred to the Chair.

If the Misconduct Committee is not able to report its findings within the timeframe referred to above, it must make an application to the Pro Vice Chancellor (Administration) for an extension of time, putting forward the grounds for the extension and outlining the timeframe in which it will reach a conclusion.

In the event that the Pro Vice Chancellor (Administration) declines the request for an extension of time, the Committee will have 5 working days to conclude its deliberations and deliver the Pro Vice Chancellor (Administration) a report based on its findings to date.

45.4.2 The Misconduct Committee is to report to the Pro Vice Chancellor (Administration) on whether in its opinion the allegation of misconduct or serious misconduct has been substantiated; the procedures of the Agreement have been followed; and whether there are any mitigating circumstances not already raised for consideration by the Director, OHRM; and the Committee may also recommend disciplinary action where it considers that misconduct or serious misconduct has been substantiated.

45.4.3 The Committee will act in accordance with the Misconduct Committee Guidelines, which will not be changed without prior consultation with staff and the unions.

The Committee is not bound by the rules of evidence and may seek further representations, made either orally or in writing by the staff member who may make the representations in person or through their nominated representative. The Committee may also require the supervisor to respond to matters raised in their deliberations.

No persons except the members of the Committee and any person nominated by the Director, OHRM to provide secretarial assistance to the Committee shall be present during its deliberations.

45.4.4 In the event that a staff member does not attend either personally or through their nominated representative after reasonable notice is given by the Committee of its intention to meet, then the Committee may proceed with its' determinations in the staff member's absence.

45.5 Decision Process

45.5.1 Where a staff member does not seek a review, the Pro Vice Chancellor (Administration) will, as soon as practicable after receiving the report from the Director, OHRM and any response from the staff member made under subclause 45.3.9, make a decision, having regard to all available relevant material and submissions. The staff member will be notified in writing of the decision.

45.5.2 If the Misconduct Committee has reviewed the matter, the Pro Vice Chancellor (Administration) will consider all reports and related documents and make a decision having regard to all available relevant material and submissions. The staff member will be notified as soon as practicable in writing, of the decision.

45.5.3 The decisions available to the Pro Vice Chancellor (Administration) are:

- take no further action;
- impose disciplinary action.

45.6 Other Matters

45.6.1 Once an allegation of misconduct or serious misconduct has been reported to the Director, OHRM, all investigations and inquiries in relation to the allegations will be confidential. However, this will not prevent the staff member or representatives of the University from disclosing the allegation or aspects of it in order to obtain evidence or advice relating to the allegation.

45.6.2 This clause does not constrain the University in any way from carrying out other investigations or reporting the allegations to an outside body (such as the Crime and Misconduct Commission) relating to the consequences of conduct of a staff member or former staff member when required in the public interest or by law.

45.6.3 If at any time during the process described above, the staff member offers to resign with immediate effect, the resignation will be accepted by the Director, OHRM and the process will cease at that point.

PART 7 – CESSATION OF EMPLOYMENT

46 TERMINATION OF EMPLOYMENT

Termination of employment is at the initiative of the University and shall only occur as provided for in this Agreement. This clause shall not apply to casual staff members, apprentices or staff members employed on a fixed term contract basis.

46.1 Notice of Termination by University

46.1.1 The period of notice shall not apply in the case of dismissal for conduct that justifies summary dismissal, or where found to have engaged in serious misconduct.

46.1.2 Where the University has taken the decision to terminate the employment of a continuing full time or part time staff member the University shall give the staff member the following specified period of notice:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

46.1.3 A staff member who is over 45 years of age and has completed at least 2 years continuous service will be entitled to an additional period of notice of 1 week.

46.1.4 Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. Payment in lieu of notice will be calculated on the salary the staff member would have received in respect of ordinary time should they have worked during the notice period.

46.1.5 Where the University has given notice of termination to a staff member, the staff member will be allowed up to one day off, without loss of pay for the purpose of

seeking other employment. The time off will be taken at a time that is convenient to both parties and is agreed.

47 RESIGNATION

- 47.1** The notice of resignation required to be given by a staff member is the same as the notice of termination required of the University, except that there is no requirement on the staff member to give additional notice based on the age of the staff member concerned. Notice of resignation must be in writing.
- 47.2** At the discretion of the Head of Element, a shorter period of notice may be granted on request of the staff member.
- 47.3** Where a staff member fails to give the required notice, the University has the right to withhold monies due to the staff member, to a maximum amount equal to the ordinary time rate of pay for the period of notice.

48 ABSENCE FROM DUTY

- 48.1** Where a staff member is absent without prior notice and approval from the workplace, they must notify their supervisor (except in exceptional circumstances where they are not able to notify the supervisor) as soon as is practicable of their absence. The staff member will be required to advise the supervisor of the nature and estimated length of the absence.
- 48.2** Where a staff member's absence extends past the length of absence advised to the University, they will notify the supervisor of any changes at the earliest possible time.
- 48.3** Except in exceptional circumstances, failure by a staff member to advise the University of the reason for any absence in excess of 10 sequential working days will be considered to be abandonment of employment, and she/he will be deemed to have terminated their employment.

49 REDUNDANCY/REDEPLOYMENT

- 49.1** The provisions of this clause will not apply to casual, fixed term and continuing (contingent funded) staff members.
- 49.2** The University is committed to retaining the services of, and offering ongoing opportunities to existing staff. Therefore, where changes in staffing levels are required, changes will be made, as far as possible, through voluntary measures and every reasonable effort will be made to avoid forced redundancies. Should a position be identified as surplus to requirements, the University will ensure that there is an active approach to redeployment and every effort will be undertaken to provide suitable alternative employment opportunities, having regard to qualifications and experience.
- 49.3** A position may be considered redundant for genuine operational reasons of an economic, technological, structural or similar nature, including, but not limited to:
- management initiated changes to the structure of a school or office which significantly affect the duties of a position;
 - a decision to cease offering or to vary the academic context of any program or course on one or more campuses;
 - financial exigency within an organisational unit or cost centre; or
 - changes in technology or work methods;
- which results in the work of the position or a major portion of it, being no longer required to be performed. For a position to be a bona fide redundancy it must cease to exist and there can be no plans to fill the position in the foreseeable future.

49.4 Consultation

- 49.4.1** Where an Element considers that a position(s) is surplus to its needs, the Head of Element must make a submission to the Pro Vice Chancellor (Administration),

through the relevant Deputy Vice Chancellor or Pro Vice Chancellor where applicable, and at the same time, provide a copy to the Director, OHRM. The submission should demonstrate that the position(s) is no longer required, outline the reasons and address what steps, if any, will be taken to mitigate any adverse affects the redundant position may have on the University's strategic and equity goals.

49.4.2 Where it appears that one or more positions may be in excess to the University's requirements, initial consultation with affected staff and relevant unions will occur in accordance with clause 17 Change Management, at the earliest practical time. Consultation will include:

- reasons why a position(s) is considered redundant;
- the number and classification of positions in the affected element of the University;
- the number and classification of positions expected to be required for the performance of any continuing functions in the affected Element of the University;
- consideration of ways and means of mitigating the need for position redundancies;
- redeployment and retraining prospects for staff members impacted by position redundancies;
- the method of identifying the positions excess to requirements.

49.4.3 Consultation is to take place, having regard to the particular matters under discussion and the need for potential excess staff situations to be resolved quickly. Any issues raised during the consultation period will be considered before a final decision is made.

49.4.4 Staff members have the right to be represented by a nominated representative throughout all stages of the process.

49.5 Process for Nominations for Voluntary Redundancy

49.5.1 Once a decision is made that reductions in staffing are required, it may be appropriate in some circumstances to manage the proposed reduction through a voluntary process by seeking nominations from staff members for redundancy. The arrangements for the voluntary nomination process will be notified to the unions and include information about the numbers of positions to be reduced, the timelines for the process and, where appropriate, any conditions for acceptance of a nomination.

49.5.2 The relevant Deputy Vice Chancellor or Pro Vice Chancellor will decide within 10 working days of the end date for nominations, having regard to operational requirements, whether to accept a nomination for voluntary redundancy.

49.5.3 A staff member whose nomination is accepted will be regarded as having elected for early separation and the redundancy benefits will be as set out in subclause 49.6.3. The staff member will be notified of the date of effect and redundancy benefits payable.

49.6 Position Declared Redundant

Where a voluntary redundancy nomination process does not achieve the required staff reductions, or a voluntary redundancy nomination process was not undertaken, and a decision is made to declare an identified position or positions redundant, the relevant Deputy Vice Chancellor or Pro Vice Chancellor will notify each affected staff member and the unions in writing. This advice will constitute the official notification to the individual concerned that their position is being made redundant and is to include the following:

- the reasons for termination
- timeframe over which the termination of employment is to occur
- options available to staff such as early separation, redeployment and retrenchment

- an indication of the redundancy benefit payable including recreation and long service leave entitlements, where applicable

All redundancy payments will be calculated on the staff member's salary at date of cessation of employment, except that in the case of a staff member who is on a reversible part time appointment in accordance with subclause 13.3, the relevant full time salary rate will apply.

49.6.1 **Leave to Seek Employment**

From the time a staff member receives notice that their position is redundant, they will be entitled to reasonable access to paid time to attend employment interviews, as determined by the relevant Deputy Vice Chancellor or Pro Vice Chancellor.

49.6.2 **Transition Period**

A 12 week "transition period" will begin immediately upon written notification being given to the staff member whose position is affected. By the expiration of 2 weeks from the beginning of the transition period, the staff member must indicate to the University which of the following options they wish to choose:

- to elect early separation and include the balance of the "transition period" in the staff member's redundancy benefits. This option requires the mutual agreement of the Element before proceeding, although this will not be unreasonably withheld;
- to work out the remainder of the "transition period", but take no part in a redeployment process. The University reserves the right to agree to this option only if there is meaningful work still to fulfil. If not the University may elect to pay the remainder of the "transition period" in lieu of notice; or
- to seek redeployment within the University.

49.6.3 **Early Separation**

Where a staff member elects early separation, the balance of the transition period plus the staff member's redundancy benefits will be paid on termination. Early separation is calculated as follows:

- payment in lieu of salary for the unexpired portion of the twelve week "transition period";
- all accumulated recreation leave and pro rata long service leave where recognised accumulation is more than 5 years; and
- 2 weeks normal salary for each year of service with a minimum payment of 13 weeks and a maximum payment of 64 weeks.

Benefits received under early separation are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

49.6.4 **Redeployment**

The University will actively seek to redeploy the staff member during the "transition period" and will act in accordance with the Redeployment Guidelines, which will not be altered with prior consultation with the unions. The redeployment process will commence from the date the staff member elects to seek redeployment. The 12 week "transition period" may be extended by the University for the purpose of redeployment.

All practicable steps will be undertaken to identify a position or positions within the University to which the staff member may be redeployed, commencing with their own element. Having chosen this option, the staff member will participate fully in the redeployment process.

A staff member may be redeployed to a fixed term position as a temporary redeployment measure. The staff member in this case would retain existing entitlements and remain continuing or continuing on probation. During this period, the University may redeploy the staff member to a continuing position.

On completion of a fixed term appointment, if the staff member has not been redeployed or converted to a continuing position, the staff member will return to the redeployment process.

a) Salary Maintenance

The overriding aim will be to find a sustainable position at an equivalent salary level. When a staff member agrees to be redeployed to new duties for which the prescribed rate of pay is lower than the redundant position, then the pre-existing higher salary will be maintained at a higher level during the transition period and for a total of 13 weeks after this period. Any increment that falls due within this period will be paid. At the conclusion of this salary maintenance period, the staff member will be paid at the top increment of the lower level.

The original Element is responsible for the salary maintenance component during this period

b) Redeployment Process

Where a staff member chooses redeployment, the following process will occur:

- OHRM will interview the staff member to ascertain career interests/aspirations, experience/skills, knowledge and training needs.
- OHRM will assist in developing a Curriculum Vitae, letter of application and in preparing for interviews.
- OHRM will monitor potential vacancies and keep a record of all staff members to be redeployed. Staff being considered for redeployment will be informed of potential vacancies and provided with details including position descriptions and selection criteria.

Where a staff member is being considered for a vacant position and satisfies the essential selection criteria, or would do so with reasonable training, the Chair of the Selection Committee, in conjunction with OHRM, will interview the staff member prior to any advertisement being placed.

In the case where there are two or more staff members to be considered for redeployment to one position, the merit principle will apply.

Should the interview process confirm that the staff member satisfies the essential selection criteria or would, with reasonable training (normally 6 months), redeployment will be effected at the earliest possible mutually acceptable date for all parties. The necessary training will be carried out by the University in paid time and any associate course costs paid by the University.

If the staff member is not considered suitable for the vacant position the area with the vacancy will be required to discuss with the Director, OHRM why the staff member does not meet the requirements of the position. Where the Director, OHRM is satisfied with the decision, the staff member may then be given feedback by the Chair of the Selection Committee or the supervisor.

Where there is disagreement on whether the staff member is considered as a suitable appointee, the Pro Vice Chancellor (Administration) is the authorised arbiter.

All staff members, whose positions are identified as redundant, will be entitled to reasonable access to paid time off to attend employment interviews.

Redeployment will be deemed to have ended when the staff member:

- is redeployed to an alternative continuing position and successfully completes any trial period; or
- has not been redeployed to an alternative position by the end of the "transition period"; or
- having elected to go into the redeployment process, refuses an offer of an alternative position at the same salary which, in the opinion of the University and following consultation with the affected staff member and

their nominated representative, represents a suitable and reasonable redeployment. In such cases the University's obligations and the staff member's rights under this clause with respect to redeployment and retrenchment will be deemed to have expired and accordingly retrenchment benefits, in relation to service, are not payable

c) Relocation

Where applicable, a staff member will, subject to the requirements and provisions of the University's Relocation Policy, be entitled to all reasonable expenses associated with moving a household to a new location in the event of redeployment. The relocation expenses will be met by the original Element.

49.7 Retrenchment

Where a staff member is not redeployed to a suitable alternative position during the "transition period", or the staff member opted to work the transition period but take not part in the redeployment process, the staff member will be retrenched and will be entitled to:

- all accumulated recreation leave and pro rata long service leave where recognised accumulation of credit is less than 10 years, but more than 5 years; and
- 2 weeks normal salary for each year of service with a minimum payment of 13 weeks and a maximum payment of 64 weeks.

For the purposes of retrenchment, the 12 week "transition period" will count as the notice period.

49.8 Re-employment

Staff members who accept voluntary separation or are retrenched under this clause are ineligible for reemployment to casual, fixed term, or continuing positions for a period of 12 months from date of separation unless otherwise approved by the Director, OHRM.

PART 8 – OTHER MATTERS

50 MANAGING ILL-HEALTH

50.1 Managing Concerns of Ill-Health

- 50.1.1 In the course of employment, a staff member may become injured or ill. The spectrum of ill health cases may or may not be related to the staff member's employment and may range from a simple short term illness to an incapacity or disability which is likely to be permanent and prevent the staff member from undertaking the requirements of the contract of employment.
- 50.1.2 The Vice Chancellor may direct a staff member to undertake an independent medical assessment by a University appointed registered medical practitioner where the capacity of the staff member to perform his or her duties is in doubt.
- 50.1.3 Where the Vice Chancellor directs a staff member to undertake a medical examination it will be at no cost to the staff member.
- 50.1.4 The University appointed registered medical practitioner may request the services of certain registered health practitioners (including but not limited to physiotherapists, occupational therapists, psychologists) when conducting a medical assessment of a staff member's capacity to work.
- 50.1.5 The Vice Chancellor will provide a staff member with written notice of not less than 2 months that a medical examination is required. Cultural, religious and gender issues will be taken into account when choosing a registered medical

practitioner. However, this does not limit the University's ability to choose the registered medical practitioner to undertake the medical assessment. Where this action is being taken, the staff member will be given reasonable notice and advised in writing of:

- the reasons why the assessment is being undertaken;
- the purpose of the medical assessment;
- the role of the registered medical practitioner;
- advice on the staff member's options regarding retirement or temporary disability pursuant to the rules of the relevant superannuation fund; and
- the possible outcomes following the medical assessment, which could include one or more of the following:
 - i) reasonable reassignment of duties;
 - ii) reasonable workplace adjustments;
 - iii) rehabilitation;
 - iv) redeployment where practicable into a position at the same or lower level;
 - v) termination of employment.

50.1.6 A copy of the registered medical practitioner's report will be made available to the Vice Chancellor and to the staff member.

50.1.7 Should the outcome of the medical assessment be any of those listed in subclause 50.1.5 i) to v) above, then the University and staff member will proceed in accordance with University's rehabilitation and redeployment procedures and any relevant legislative requirements.

50.2 Superannuation Applications

50.2.1 At any time during the notice period of the requirement for the staff member to undergo a medical examination, a staff member may apply to the relevant superannuation fund for a permanent disablement or temporary incapacity benefit pursuant to the rules of the superannuation fund. Should this occur, the requirement of the University requested medical examination will lapse, subject to subclause 50.2.5.

50.2.2 The staff member must notify the University of the intention to apply to the relevant superannuation fund. The University may request the relevant superannuation fund, as part of the assessment of the application, to carry out a full medical examination including but not limited to psychological examination.

50.2.3 Pending the superannuation fund's decision, and subject to the provision of medical certificates, the staff member may use accrued leave entitlements and, if all paid leave entitlements have been used, will be granted sick leave without pay.

50.2.4 Where the superannuation fund approves a temporary incapacity benefit, the University will give effect to the superannuation fund's instructions for payment.

50.2.5 Where the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work, the Vice Chancellor may disagree with this decision and proceed in accordance with the procedures commencing in subclause 50.1.2 without further recourse to the provisions of subclause 50.2.1.

50.3 Termination on Grounds of Ill-Health

50.3.1 Where the superannuation fund decides that the staff member is unable to perform the duties required of their employment and is unlikely to be able to do so within a reasonable period and therefore approves a permanent disability benefit, the University will commence termination of employment in accordance with the provisions of this clause, with the determination of the superannuation

fund being viewed in the same manner as the medical examination result described in subclause 50.3.2.

- 50.3.2 If the medical examination reveals that the staff member is unable to perform the duties required of their employment and is unlikely to be able to do so, within a reasonable period, being not less than 12 months, the Vice Chancellor may, subject to subclause 50.4, terminate the employment of the staff member with relevant notice period as described in subclause 46.1.2. Prior to taking action to terminate the employment of a staff member, the relevant delegated authority will offer the staff member the opportunity to resign or retire and, if such a resignation or notice of retirement is forthcoming, the University will accept it and not proceed with any action to terminate employment.
- 50.3.3 These provisions shall not displace or override any current, relevant worker's compensation schemes or awards, or the provisions contained in any worker's compensation legislation that may be enacted.
- 50.3.4 Failure or refusal by a staff member to agree to attend an appointment to undergo a medical assessment or cooperate fully at that assessment, as requested by the Vice Chancellor within two months of a written notification to do so, will be taken as prima facie evidence that such a medical assessment would have found that the staff member would have been unable to perform their duties and would have been unlikely to resume those duties in a reasonable period. In that case, action may be taken in accordance with this clause, provided that such refusal by the staff member in these circumstances shall not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

50.4 Review

- 50.4.1 Within 10 working days of receiving notice of termination under subclause 50.3.2, the staff member, or their nominated representative may request that a Medical Panel review the findings of the medical report.
- 50.4.2 The Medical Panel will comprise three medical practitioners, being:
- one appointed by the University;
 - one appointed by the staff member or their nominated representative; and
 - one appointed by the President of the State Branch of the Australian Medical Association.
- 50.4.3 The Medical Panel must not include the practitioner who made the initial report.
- 50.4.4 In reviewing the findings in the medical report and making an assessment as to whether or not the staff member is able to perform the duties required of their employment or is likely to do so within a reasonable period, the Medical Panel will as far as possible apply the same standards that would be used by the staff member's superannuation scheme in granting permanent disablement or other similar benefit.
- 50.4.5 The staff member's employment will not be terminated unless the Medical Panel's findings support the initial medical examination.

51 LOCAL AREA AGREEMENT

Nothing in this Agreement will prevent the University and the Union(s) from agreeing to and implementing a local area agreement should the need arise during the life of this Agreement.

52 CAREER DEVELOPMENT AND TRAINING

The University has established career development activities and resources to provide opportunities for staff members to build their skills and develop their careers which benefit the individual staff member as well as promote improved performance and efficiency of the University.

Accordingly, the University is committed to:

- developing programs to enhance skills development;
- providing opportunities, such as secondments, for staff members to build skill profiles and develop their careers; and
- encouraging a supportive environment for career development and promoting equitable access to training.

Planning for career development and training is a shared responsibility between the staff member and their supervisor. Although an ongoing process, this planning is formalised through performance review and development processes.

Training and career development opportunities undertaken by a staff member will be based on:

- the current and future skill needs of the work area and the individual staff member ;
- the relevance of the activity to the needs of the University and the individual staff member;
- encouraging staff members' participation in on-the-job/off-the-job training within the appropriate budgetary provisions;
- the impact of the activities on service delivery requirements.

53 APPRENTICES AND TRAINEES

The value to both the individual and the organisation in the employment of apprentices and trainees is recognised and the engagement of individuals in these roles is actively encouraged.

54 WORKING OVERSEAS

- 54.1** A staff member shall at all time have the right not to undertake employment overseas if this is not a requirement of their position or contract of employment.
- 54.2** Where a staff member agrees to undertake overseas employment, such employment shall be included as part of the staff member's normal work allocation.
- 54.3** Work arrangements for overseas employment will be advised to the staff member prior to departure having regard to the work to be undertaken. This will include agreed consideration of variations to hours of work where appropriate.
- 54.4** A staff member shall have the right to withdraw with reasonable notice from overseas employment without disadvantage where it is established that there are reasonable concerns regarding personal safety or work environment.
- 54.5** The University will pay for all agreed necessary travel expenses, insurances, medical examinations and vaccinations, visa arrangements and any other reasonable requirements for a staff member undertaking overseas employment.

55 WORKPLACE BULLYING

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

It is recognised that workplace bullying can have a damaging effect on staff, both personally and professionally, and can have a detrimental effect on the workplace and the University as a whole. The University and staff are committed to work together to eliminate any such inappropriate behaviour within the University. Complaints of workplace harassment or bullying can be resolved through the Policy and Procedures for Resolution of Staff and Student Complaints of Harassment, Bullying and Discrimination. This Policy and Procedures will not be changed without prior consultation with staff and the unions.

56 UNION RECOGNITION, ROLE AND RESOURCES

56.1 The University recognises the contribution of effective Union organisation to productive workplace relations and that Unions are legitimate representatives of staff members at the University. A staff member is entitled to have Union representation in relation to any matter which may arise in the course of their employment.

56.2 The University will not discriminate against or prejudice a staff member in their employment because of their Union membership, Union activity or in their role as a delegate or representative.

56.3 Union recognition and resources

The University will provide the following to the Unions:

- shared access to an appropriately equipped office for the use of the Unions;
- access to common area general purpose notice boards;
- deduction of union dues from salary at a rate or amount advised under the Unions' rules where this has been authorised by the employee;
- subject to complying with relevant University guidelines, access to electronic mail, internal mail systems for the distribution of union material;
- to provide new staff, at the point of offering employment, the names and addresses of the Unions to which the staff member may make application to join;
- availability of union web site links on the new staff web page.

56.4 Union Meetings

Staff members covered by this Agreement may attend up to 4 union meetings per calendar year conducted by Unions, at which staff will be allowed to be absent from duty without loss of salary for 1 hour and 15 minutes on each occasion, that is, when taken in conjunction with a lunch break, a 2 hour meeting without loss of salary is possible. This provision is subject to the relevant Union providing reasonable notice of an intention to call such a meeting.

56.5 Union Delegates and Representatives

The University recognises that some staff members have Union representative roles, such as union officials, delegates and representatives. The University shall actively support staff in carrying out these functions, and will provide reasonable time off during working hours for the conduct of Union business.

Union delegates and representatives will be provided with time off during normal working hours to attend 1 delegate or representative meeting per month for 1 hour and 15 minutes on each occasion. If such a meeting takes place in conjunction with a lunch break then a 2 hour meeting without loss of salary is possible. Reasonable travel time will be allowed.

This commitment is subject to the relevant Unions providing the University with a list of the names of staff union representatives and such named representatives providing their relevant supervisor with reasonable notice of their attendance at such meetings. The University will notify supervisors of recognised staff union representatives of its commitment to facilitating Union involvement under this clause.

57 INDIVIDUAL GRIEVANCE RESOLUTION PROCEDURE

Individual grievance resolution will be carried out in accordance with the Individual Grievance Resolution Procedure. This procedure will not be changed without consultation with staff and the unions.

58 RELATIONSHIP WITH UNIVERSITY POLICY AND PROCEDURES

Negotiated terms and conditions of employment for general staff are outlined in this Agreement. Policies and procedures for these and other conditions and benefits affecting employment are contained in the Griffith University Policy Library and may, subject to the

following paragraph, be changed from time to time by the University. These policies and procedures do not form part of this Agreement.

No substantive changes will be made to the following University policies and procedures , without prior consultation with the staff and the unions: -

- Relocation
- Misconduct Committee Guidelines
- Code of Conduct
- Workplace Rehabilitation
- Consultancy and Commercial Research
- Private Practice
- Intellectual Property

59 SIGNATORIES TO THE AGREEMENT

59 SIGNATORIES TO THE AGREEMENT

Signature for Griffith University:

Signed for Griffith University:



Full Name:

Ian O'Connor

Position:

Vice Chancellor & President

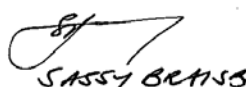
Address:

Griffith University
170 Kessels Road, Nathan. Qld 4111

ABN:

78 196 994 461

Witness Signature:



Full Name:

SASSY BRASSY

Address:

Griffith University
170 Kessels Road, Nathan. Qld 4111



Signature for the National Tertiary Education Union (NTEU)

Signed for NTEU:



Full Name:

Grahame McCulloch

Position:

General Secretary

Address:

120 Clarendon Street
Southbank, Victoria, 3006

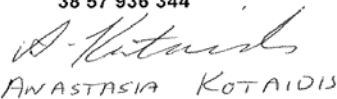
Authority:

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

ABN:

38 57 936 344

Witness Signature:



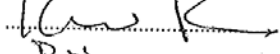
Full Name:

ANASTASIA KOTAIDIS


Address:

120 CLARENDON ST
STH MELBOURNE 3205

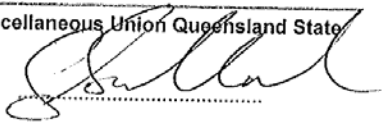
Signature for the Australian Services Union Central and Southern Queensland Clerical and Administrative Branch,


Signed for ASU: 
Full Name: Julie Bignell
Position: Branch Secretary
Address: Level 3 - 27 Peel Street,
South Brisbane Queensland 4101

ABN: 9785 355 2816

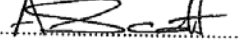
Witness Signature: 
Full Name: Sean O'Brien
Address: Level 3 27 Peel street south Brisbane Queensland 4101


Signature for the Liquor, Hospitality and Miscellaneous Union Queensland State Branch

Signed for LHMU: 
Full Name: ~~Neville Swan~~ GARY BULLOCK
Position: ~~President~~ BRANCH SECRETARY
Address: 27 Peel St
South Brisbane Queensland 4101
69 844 574 256.

ABN:
Witness Signature: 
Full Name: MELANIE LITTLE
Address: 27 Peel St
South Brisbane QLD 4101

Signature for the Queensland Public Sector Union of Employees

Signed for QPSU: 
Full Name: Alex Scott
Position: General Secretary
Address: Level 1, 27 Peel Street
South Brisbane Queensland 4101
ABN: 53 742 074 025

Witness Signature: 
Full Name: BRIAN MANN
Address: Level 1, 27 Peel St
SOUTH BRISBANE QLD 4101

Schedule 1 - Position Classification Descriptors

This Schedule includes definitions of the 4 levels of supervision, the 8 qualification levels and the 7 classification dimensions that are referred to in the descriptions.

Definition 1: Supervision

Close supervision: Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine supervision: Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures; guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

General direction: Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

Broad direction: Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives.

Definition 2: Qualifications

Year 12 Completion of Year 12 of secondary school.

Trade Certificate Completion of an apprenticeship, normally of 4 years' duration, or equivalent recognition.

Post-trade Certificate A A course of study over and above a trade certificate and less than an advanced certificate.

Advanced Certificate A A 2-year part time post-Year 12 or post-trade certificate course, or a four-year part time course for those who have completed Year 10 only of secondary school.

Certificate A A two-year full time or four-year part time course, without a Year 12 prerequisite.

Associate Diploma A A 2-year full time or four-year part time course with a Year 12 prerequisite.

Degree A A recognised degree from a tertiary institution, often completed in three or four years, and sometimes combined with a 1-year diploma.

Postgraduate Degree A A recognised postgraduate degree, over and above a degree as defined above.

Note: The above definitions also include equivalent recognised overseas qualifications.

Definition 3: Classification Definitions

Training level The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

Occupational equivalent Occupations typically falling within each proposed classification level.

Task level The type, complexity and responsibility of tasks typically performed by staff within each proposed classification level.

Organisational knowledge The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.

Judgement, independence & problem solving Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available.

This dimension looks at how much of each of these three qualities applies at each proposed classification level.

Typical activities Activities typically undertaken by staff in different occupations at each of the proposed classification levels.

Higher Education Worker Level 1

Training level or qualifications:

Staff members at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Staff members engaged at the base of this level will be provided with structured on-the-job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational equivalent:

Cleaner, labourer, trainee for level 2 duties.

Level of supervision:

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

Task level:

- ◆ Straightforward manual duties, or elements of level 2 duties under close supervision and structured on-the-job training.
- ◆ Some knowledge of materials, eg cleaning chemicals and hand tools, may be required.
- ◆ Established procedures exist.

Organisational knowledge:

May provide straightforward information to others on building or service locations.

Judgement, independence and problem solving:

Resolve problems where alternatives for the job-holder are limited and the required action is clear or can be readily referred to higher levels.

Typical activities:

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

Higher Education Worker Level 2

Training level or qualifications:

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

Occupational equivalent:

Clerk, security patrol officer.

Level of supervision:

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

Task level:

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

Organisational knowledge:

Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the staff member's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

Judgement, independence and problem solving:

- ◆ Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

- ◆ A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Typical activities:

- ◆ Clerical positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.
- ◆ Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

Higher Education Worker Level 3

Training level or qualifications:

Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- ◆ completion of a trades certificate; or
- ◆ completion of Year 12, with relevant work experience; or
- ◆ equivalent relevant experience or combination of relevant experience and education/training.
- ◆ Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress towards completion of an advanced certificate or associate diploma.

Occupational equivalent:

Tradesperson, technical assistant/technical trainee, clerical/secretarial.

Level of supervision:

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.

Task level:

Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.

Organisational knowledge:

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

Judgement, independence and problem solving:

Exercise judgement on work methods and task sequence within specified time-lines and standard practices and procedures.

Typical activities:

In *trades positions*, apply the skills taught in a trade certificate, including:

- ◆ performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In *technical assistant positions*:

- ◆ assist a technical officer in operating a laboratory, including ordering supplies;
- ◆ assist in setting up routine experiments;
- ◆ monitor experiments for report to a technical officer;
- ◆ assist with the preparation of specimens;
- ◆ assist with the feeding and care of animals.
- ◆ Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In *clerical positions*, perform a range of clerical support tasks including:

- ◆ standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application;

- ◆ provide general clerical support to staff within a faculty, including word processing, setting up meetings, answering straightforward enquiries and directing others to the appropriate personnel; and
- ◆ process accounts for payment.

Higher Education Worker Level 4

Training level or qualifications:

Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- ◆ completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post-certificate relevant work experience;
- ◆ completion of a post-trade certificate or advanced certificate and extensive relevant experience and on-the-job training; or
- ◆ an equivalent combination of relevant experience and/or education/training.

Occupational equivalent:

Technical officer or technician, clerical/secretarial above Level 3, advanced tradesperson.

Level of supervision:

- ◆ In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.
- ◆ May supervise or coordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand alone work.

Task level:

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

Organisational knowledge:

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

Judgement, independence and problem solving:

- ◆ In *trades positions*, extensive diagnostic skills.
- ◆ In *technical positions*, apply theoretical knowledge and techniques to a range of procedures and tasks.
- ◆ In *clerical/secretarial positions*, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Typical activities:

In *trades positions*:

- ◆ work on complex engineering or interconnected electrical circuits;
- ◆ exercise high precision trades skills using various materials and/or specialised techniques.

In *technical positions*:

- ◆ develop new equipment to criteria developed and specified by others;
- ◆ under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- ◆ demonstrate the use of equipment and prepare reports of a technical nature as directed.

In *library technician positions*:

- ◆ undertake copy cataloguing;
- ◆ use a range of bibliographic databases;
- ◆ undertake acquisitions;
- ◆ respond to reference enquiries.

In *clerical/secretarial positions*:

- ◆ may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required;
- ◆ be responsible for providing a full range of secretarial services in a faculty;
- ◆ plan and set up spreadsheets or database applications;
- ◆ provide advice to students on enrolment procedures and requirements;
- ◆ administer enrolment and course progression records.

Higher Education Worker Level 5

Training level or qualifications:

Persons employed at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- ◆ completion of a degree without subsequent relevant work experience; or
- ◆ completion of an associate diploma and at least two years' subsequent relevant work experience; or
- ◆ completion of a post-trade certificate or advanced certificate and extensive relevant experience as a technician; or
- ◆ an equivalent combination of relevant experience and/or education/training.

Occupational equivalent:

Graduate (ie degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

Level of supervision:

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In technical positions, general direction and may supervise other staff.

Task level:

- ◆ In *technical positions*, apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise.
- ◆ In *professional positions*, apply theoretical knowledge, at a degree level, in a straightforward way.
- ◆ In *administrative positions*, provide interpretation, advice and decisions on rules and entitlements.

Organisational knowledge:

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

Judgement, independence and problem solving:

- ◆ In *professional positions*, solve problems through the standard application of theoretical principles and techniques at degree level.
- ◆ In *technical positions*, apply standard technical training and experience to solve problems.
- ◆ In *administrative positions*, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for coordinating a team to provide an administrative service.

Typical activities:

In technical positions:

- ◆ develop new equipment to general specifications;
- ◆ under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- ◆ Under broad direction, set up, monitor and demonstrate standard experiments and equipment use;
- ◆ prepare reports of a technical nature.

In library technician positions, perform at a higher level than Level 4, including:

- ◆ assist with reader education programs and more complex bibliographic and acquisition services;

- ◆ operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an outposted service.

In administrative positions,

- ◆ be responsible for the explanation and administration of an administrative function, eg HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under professional supervision:

- ◆ work as part of a research team in a support role;
- ◆ provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services;
- ◆ provide counselling services.

Higher Education Worker Level 6

Training level or qualifications:

Persons employed at Level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- ◆ a degree with subsequent relevant experience; or
- ◆ extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- ◆ an equivalent combination of relevant experience and/or education/training.

Occupational equivalent:

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.

Level of supervision:

- ◆ In *professional positions*, general direction;
- ◆ In other positions, broad direction. May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional staff.

Task level:

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

Organisational knowledge:

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

Judgement, independence and problem solving:

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

Typical activities:

In technical positions:

- ◆ manage a teaching or research laboratory or a field station;
- ◆ provide a highly specialised technical service;
- ◆ set up complex experiments;
- ◆ design and construct complex or unusual equipment to general specifications;
- ◆ assist honours and postgraduate students with their laboratory requirements;
- ◆ install, repair, provide and demonstrate computer services in laboratories.

In administrative positions:

- ◆ provide financial, policy and planning advice;
- ◆ service a range of administrative and academic committees, including preparation of Agendas, papers, minutes and correspondence;
- ◆ monitor expenditure against budget in a school or small faculty.

In professional positions:

- ◆ work as part of a research team;
- ◆ provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- ◆ provide counselling services;
- ◆ undertake a range of computer programming tasks;
- ◆ provide documentation and assistance to computer users;
- ◆ analyse less complex user and system requirements.

Higher Education Worker Level 7

Training level or qualifications:

Persons employed at Level 7 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- ◆ a degree with at least 4 years' subsequent relevant experience; or
- ◆ extensive experience and management expertise in technical or administrative fields; or
- ◆ an equivalent combination of relevant experience and/or education/training.

Occupational equivalent:

Senior librarian, technical manager, senior professional or scientific officer, senior administrator in a small less complex faculty.

Level of supervision:

Broad direction. May manage other administrative, technical and/or professional staff.

Task level:

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

Organisational knowledge:

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

Judgement, independence and problem solving:

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems; adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

Typical activities:

- ◆ In a *library*, combine specialist expertise and responsibility for managing a library function. In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.
- ◆ In *technical manager* positions, the management of teaching and research facilities for a department or school.
- ◆ In *research positions*, acknowledged expertise in a specialised area or a combination of technical management and specialist research.
- ◆ In *administrative positions*, provide less senior administrative support to relatively small and less complex faculties or equivalent.

Higher Education Worker Level 8

Training level or qualifications:

Persons employed at Level 8 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- ◆ postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- ◆ extensive experience and management expertise; or
- ◆ an equivalent combination of relevant experience and/or education/training.

Occupational equivalent:

Researcher of national standing; manager; senior school or faculty administrator.

Level of supervision:

Broad direction. May manage other administrative, technical and/or professional staff.

Task level:

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

Organisational knowledge:

The staff member would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

Judgement, independence and problem solving:

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

Typical activities:

- ◆ Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- ◆ Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.
- ◆ Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.
- ◆ Provide senior administrative support to schools and faculties, of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

Higher Education Worker Level 9

Training level or qualifications:

Persons employed at Level 9 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- ◆ postgraduate qualifications and extensive relevant experience; or
- ◆ extensive management experience and proven management expertise; or
- ◆ an equivalent combination of relevant experience and/or education/training.

Occupational equivalent:

Researcher of national or international standing; manager; senior school or faculty administrator.

Level of supervision:

Broad direction. Will manage other administrative, technical and/or professional staff.

Task level:

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative planning and management functions. Responsibility for significant resources.

Organisational knowledge:

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

Judgement, independence and problem solving:

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.

Typical activities:

- ◆ Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- ◆ Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.
- ◆ Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.
- ◆ Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

Higher Education Worker Level 10

Training level or qualifications:

Persons employed at or above this level shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- ◆ proven expertise in the management of significant human and material resources; in addition to, in some areas:
- ◆ postgraduate qualifications and extensive relevant experience.

Occupational equivalent:

Senior program, research or administrative manager.

Level of supervision:

Broad direction. Will manage other administrative, technical and/or professional staff.

Task level:

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

Organisational knowledge:

Bring a multi perspective understanding to the development, carriage, marketing and implementation of new policies. Devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

Judgement, independence and problem solving:

Be fully responsible for the achievement of significant organisational objectives and programs.

Typical activities:

- ◆ Manage a large functional unit with a diverse or complex set of functions and significant resources.
- ◆ Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

Schedule 2 - Rates of Pay General Staff

Wage Rate Code	HEW Level	Annual Salary Jan – 2010	Jan – 2011	Jan - 2012
			4%	4%
		\$	\$	\$
G11	1.1	36,681.43	38,148.69	39,674.64
G12	1.2	37,567.93	39,070.65	40,633.47
G13	1.3	38,457.48	39,995.78	41,595.61
G21	2.1	39,334.79	40,908.18	42,544.51
G22	2.2	40,277.93	41,889.05	43,564.61
G31	3.1	41,227.20	42,876.29	44,591.34
G32	3.2	42,360.19	44,054.59	45,816.78
G33	3.3	43,494.71	45,234.49	47,043.87
G34	3.4	44,639.95	46,425.55	48,282.57
G35	3.5	45,843.37	47,677.11	49,584.19
G41	4.1	47,083.54	48,966.89	50,925.56
G42	4.2	48,452.32	50,390.42	52,406.03
G43	4.3	49,819.57	51,812.35	53,884.85
G51	5.1	51,185.30	53,232.71	55,362.02
G52	5.2	52,817.41	54,930.10	57,127.31
G53	5.3	54,455.66	56,633.89	58,899.24
G54	5.4	56,098.50	58,342.44	60,676.14
G55	5.5	57,733.69	60,043.04	62,444.76
G61	6.1	59,370.40	61,745.22	64,215.02
G62	6.2	61,422.05	63,878.93	66,434.09
G63	6.3	63,472.15	66,011.04	68,651.48
G71	7.1	65,508.48	68,128.82	70,853.97
G72	7.2	68,241.44	70,971.10	73,809.94
G73	7.3	70,971.35	73,810.20	76,762.61
G81	8.1	73,704.31	76,652.48	79,718.58
G82	8.2	76,772.58	79,843.48	83,037.22
G83	8.3	79,837.79	83,031.30	86,352.55
G84	8.4	82,915.24	86,231.85	89,681.13
G91	9.1	85,981.98	89,421.26	92,998.11
G92	9.2	89,056.37	92,618.63	96,323.37
G10.1	10.1	92,182.82	95,870.13	99,704.94

Wage Rate Code	Level	Annual Salary Jan – 2010	Jan – 2011	Jan - 2012
			4%	4%
		\$	\$	\$
Research Positions				
RA11	Research Asst 1.1	48,435.48	50,372.90	52,387.82
RA12	Research Asst 1.2	51,373.61	53,428.56	55,565.70
RA21	Research Asst 2.1	54,307.15	56,479.43	58,738.61
RA22	Research Asst 2.2	57,243.75	59,533.50	61,914.84
SRA11	Snr Res Asst 1.1	60,180.35	62,587.56	65,091.06
SRA12	Snr Res Asst 1.2	62,565.75	65,068.38	67,671.11
SRA13	Snr Res Asst 1.3	64,951.17	67,549.21	70,251.18
SRA14	Snr Res Asst 1.4	67,336.58	70,030.04	72,831.25
SRA21	Snr Res Asst 2.1	73,390.43	76,326.05	79,379.09
SRA22	Snr Res Asst 2.2	76,141.77	79,187.44	82,354.94

Note: Examples of the types of duties undertaken by the various levels above can be found in the Office for Research publication [Qualification and Duties for Research Positions](#).

Schedule 3 – Division of Information Services Operating Hours

Guidelines to ensure Staff Coverage for Operating Hours is Maintained

The Division of Information Services will apply following procedures to ensure that staff coverage is maintained for operating hours, as set out in this schedule, with fairness and transparency.

The team is consulted with as a whole, with volunteers being sought.

As part of the consultation process, personal needs such as family and study commitments are canvassed and considered.

Also, as part of the consultation process, personal preferences of team members are canvassed and considered.

In the event that all required allocated time slots are not filled, or more staff members than required have a preference for certain slots, then individuals are rostered on a rotational basis having carefully considered (ii) and (iii) above.

At all times during this process the principle of fairness is applied. Where a staff member believes the process has not been fairly applied and they have been adversely affected by the outcome, they may lodge a grievance in accordance with the University's Individual Grievance procedures.

Existing working arrangements will not be changed as a result of the clarification of operational hours as prescribed in this schedule.

The current working arrangements at time of certification are: -

	Semester Hours	Out of Semester Hours
Monday to Thursday		
Library & IT Help– Telephone service	7.00am to 10.00pm	7.30am – 10.00pm
Library & IT Help– Desk service	8.00am to 10.00pm	8.00am – 5.00pm except for 8.00am – 7.00pm Tuesday, Gold Coast Wednesday, Nathan
Lending Services	8.00am to 10.00pm	8.00am – 5.00pm except for 8.00am – 7.00pm Tuesday, Gold Coast Wednesday, Nathan
Copying & Printing Services	8.00am to 10.00pm	8.00am – 5.00pm except for 8.00am – 7.00pm Tuesday, Gold Coast Wednesday, Nathan

	Semester Hours	Out of Semester Hours
Monday to Thursday		
Client Technology Services (Audio-Visual, Student Computing and Video Conferencing Services)	7.00am to 10.00pm	8.00am – 5.00pm
Friday		
Library & IT Help– Telephone service	7.00am to 10.00pm	7.30am – 10.00pm
Library & IT Help– Desk service	8.00am to 6.30pm	8.00am – 5.00pm
Lending Services	8.00am to 6.30pm	8.00am – 5.00pm
Copying & Printing Services	8.00am to 6.30pm	8.00am – 5.00pm
Client Technology Services (Audio-Visual, Student Computing and Video Conferencing Services)	7:00am to 8.00pm	8.00am – 5.00pm
Saturday to Sunday and Public Holidays during semester, except for Good Friday and Easter Sunday		
Library & IT Help– Desk service Lending Services Copying & Printing Services Client Technology Services (Audio-Visual, Student Computing and Video Conferencing Services)	10.00am to 5.00pm	Gold Coast Sat. 1.00pm – 5.00pm Sun. Closed Nathan: Sat. Closed Sun: 1.00pm – 5.00pm

Schedule 4 – Conditions of Employment, Childcare Centres and School Age Care Staff

1. TITLE

Conditions of Employment - Childcare Centres and School Age Care Staff.

2. APPLICATION OF SCHEDULE

2.1 This Schedule shall apply to staff members:

- 2.1.1 engaged in the callings and classifications set out in this Schedule and who are employed at or in Child Care Centres as defined in the *Regulation* or outside school hours care
- 2.1.2 staff members charged with the care of children, and/or the delivery of child care services in long day care, sessional care, occasional care, vocational care, adjunct care, respite care, emergency care, before and after school hours care and extended hours care of children as defined in the *Act* and the *Regulation*.

2.2 This Schedule will not apply to:

- 2.2.1 Persons whose service is voluntary and whose service is covered by the University's Volunteer Staff Member Registration Form.
- 2.2.2 Students on work experience or placement.
- 2.2.3 Clerical employees engaged principally in a clerical capacity.

2.3 Partial exemption

This provision does not apply to employees in outside school hours care or vacation care programs.

- 2.3.1 A staff member, classified at or below the level of Director - 1 Year Qualified Year 1, who agrees in writing with the University to be paid at a rate not less than 25% above the classification level of Director - 1 Year Qualified Year 1, will be exempt from the provisions of clauses 10, 12, 14, 15, 16 and 17 of this Schedule.
- 2.3.2 A staff member classified at the level of Director - 1 Year Qualified Year 2 and above who agrees in writing with the employer to be paid at a rate not less than 25% above the appropriate classification level, will be exempt from the provisions of clauses 10, 12, 14, 15, 16 and 17 of this Schedule.

3. OPERATION OF SCHEDULE

This Schedule operates so that its provisions prevail over the provisions of the Agreement to the extent of any inconsistency between the Schedule and the Agreement. Unless otherwise specified in this Schedule, the provisions of the Agreement will apply.

The following clauses from the Agreement will not apply to staff as specified under Clause 2.0 Application of Schedule except as specifically referenced in this Schedule:

- Types of Employment
- Hours of work
- Local Area Agreement
- Classification Process
- Linked Classifications

4. PROVISIONS OF THE SCHEDULE

Clause No	Subject Matter
1	Title
2	Application of Schedule
3	Operation of Schedule
4	Provisions of the Schedule
5	Definitions
6	Staff Member Duties
7	Type of Employment
8	Probation
9	Classifications and Wage Rates
10	Mixed Functions: approved Person Performing Higher Duties
11	Award Adjustment
12	Hours of Work/Rostered Days Off
13	Non-Contact Time: Group Leaders, Directors and Teachers
14	Rosters
15	Meal Breaks
16	Rest Pauses
17	Overtime
18	Recreation Leave
19	Sick Leave
20	Leave over Christmas/New Year Period
21	Attendance at Meetings
22	Licensing and Certificate Costs
23	Vaccination Costs
Appendix 1	Employment Definitions

5. DEFINITIONS

- 5.1 **Agreement** means the Griffith University General Staff Enterprise Agreement 2009 - 2012.
- 5.2 **University** means the employer, Griffith University.
- 5.3 **Staff member** means a person who is engaged in the provision of child care within a centre and/or service in a classification/calling as set out in Employment Definitions, Appendix 1 of this Schedule and who is engaged in functions in or in conjunction with the general operation of the Centre/Service including but not limited to all aspects of food preparation and service, incidental cleaning and maintenance as required to maintain and ensure a healthy and safe environment for children and staff.
- 5.4 **Union** means the Liquor, Hospitality and Miscellaneous Union
- 5.5 **School Age Care** means a licensed centre based service for which, under its licence conditions, the children in care :
- (a) must always be comprised entirely or mostly of school children; and
- (b) must never include a child who is not a school or preschool child.
- School age care services may operate a before school care program, an after school care program and/or a vacation care program during school holidays.
- (as per Act)

- 5.6 Continuing Employment** is employment entered into for an indefinite period subject to the retirement, termination, change and redundancy provisions of this agreement.
- 5.7 The Act** means the *Child Care Act 2002 (Queensland)* and any amendments thereto.
- 5.8 The Regulation** means the *Childcare (Childcare Centres) Regulations 2003 (Queensland)* or any Regulation enacted in substitution.
- 5.9 Broken Shift** means a shift of work performed by staff members in the School Age Care Program which is broken into not more than two periods (excluding rest pauses and meal breaks), where the unpaid break in between such periods is greater than 1 hour.
- 5.10 A fixed term appointment** means employment with the University for a specified period or ascertainable period, for which the employment contract will specify the starting and finishing dates of that employment. Where a fixed term appointment is made for a specific task or project, the contract may, in lieu of a finishing date, specify the circumstance(s) or contingency relating to the specific task or project upon the occurrence of which the term of the employment will expire. A fixed term appointment will either be on a full-time or part-time basis in accordance with sub clauses 7.1 and 7.2.
- The following provisions of the main body of the Agreement will apply to fixed term employment:
- Subclause 12.3.4 – Notice of Renewal or Non-renewal of Contract
 - Subclause 12.3.5 – Payment of Severance
- 5.11 Small Service** is licensed to accommodate up to 59 children daily average, up to 59 children in care on one or more shifts.
- 5.12 Large service** is licensed to accommodate 60 or more children daily average, 60 or more children in care on one or more shifts.

6. STAFF MEMBER DUTIES

- 6.1** The University may direct a staff member to carry out such duties as are within the limits of the staff member's skill, competence and training consistent with the classification structure of this Schedule, provided that such duties are not designed to promote deskilling.
- 6.2** The University may direct a staff member to carry out such duties and use such resources and equipment as may be required, provided that the staff member has been trained in the use of such resources and equipment.
- 6.3** Any direction issued by the University pursuant to subclauses 6.1 and 6.2 will be consistent with the University's responsibilities to provide a safe and healthy working environment.

7. TYPE OF EMPLOYMENT

7.1 Full time Employment

Full time employment means continuing employment for a normal working week averaging 38 hours per week in accordance with the provisions of this Schedule.

7.2 Part time Employment

- 7.2.1** A part time staff member is a staff member engaged as such working a regular number of hours per week, such hours being less than 38 hours per week.
- 7.2.2** The regular daily working hours of a part time staff member will be worked continuously, excluding meal breaks, and will be not less than 2 hours or more than 8 hours on any day worked. Part time staff members will have fixed commencing and ceasing times, within the spread of ordinary hours.
- 7.2.3** By agreement, a part time staff member may work hours in excess of their regular daily or weekly hours. Where the total daily hours do not exceed 10 or

the total weekly hours do not exceed 38 the excess hours will be paid at ordinary time rates. In all other cases overtime rates will apply. Extra hours worked at ordinary time will be included in the calculation of accrual of leave entitlements.

7.2.4 A part time staff member will be paid on a proportionate basis to the appropriate full time staff member, and will be entitled to the provisions of this agreement on a proportionate basis unless otherwise provided by this Agreement.

7.2.5 A part time staff member will be eligible for an increment on the annual anniversary of their appointment.

7.3 Casual Employment

7.3.1 A casual staff member is one engaged and paid as such. Without limiting the circumstances in which it would be considered appropriate to engage a casual staff member, casual employment will normally be offered by the University where:

- a short term vacancy is created due to the absence of a staff member on leave;
- there is a need to engage additional staff for a short term to assist in the completion of a specific project or task; or
- the work to be performed is irregular to the degree that it is not possible to predict the hours of work that may be offered from week to week.

7.3.2 A casual staff member will be paid on an hourly basis at the rate prescribed for the classification plus a loading for those award and agreement based benefits for which a casual staff member is not eligible. This loading will be 24% from commencement of this Agreement and increased to 25% from the first pay period commencing in January 2011. Casual staff members will have ordinary starting and ceasing times within the hours applying to the class of staff member concerned. A minimum engagement of 2 hours applies.

The employment of a casual staff member may be terminated by 1 hour's notice by either side or payment or forfeiture of 1 hour's pay as the case may be.

7.3.3 An eligible long term casual staff member may apply for conversion to non-casual employment in accordance with the casual conversion provisions at subclauses 12.4.3 to 12.4.8 of the main body of the Agreement.

8. PROBATION

Probation will be applied in accordance with the Probation Policy and Procedures for General Staff Continuing and Fixed term Appointments, except the probation periods as prescribed herein:

Probation of 3 months will apply to Assistant Child Care Workers, Teachers, Group Leaders, Acting Director, and School Age Care Assistant.

Probation of 3 months up to 6 months will apply to Directors and School Age Care Coordinators.

The Head of Element may recommend to the relevant senior officer that a shorter period of probation is applied, or that the probation period is waived, having regard for a staff member's experience and qualifications.

9. CLASSIFICATIONS AND WAGE RATES

9.1 Classification and Wage Rates

9.1.1 The minimum fortnightly rates of pay will be as set out hereunder. The following salary increases will apply:

- 4% from the first pay period commencing on or after 1 January 2011
- 4% from the first pay period commencing on or after 1 January 2012

9.1.2 No staff member shall suffer any reduction in pay as a result of the introduction of the new wage rates or as a result of the upgrading of qualifications.

9.1.3 Wage Rates per Fortnight

Classification			Jan – 2010	Jan – 2011	Jan - 2012
			\$	\$	\$
Assistant CCW	Unqualified	Year 1	1,250.48	1,300.50	1,352.52
Assistant CCW	Unqualified	Year 2	1,296.69	1,348.56	1,402.50
Assistant CCW	Unqualified	Year 3	1,342.91	1,396.63	1,452.49
Assistant CCW	1 Yr Qualified	Year 1	1,425.07	1,482.07	1,541.36
Assistant CCW	1 Yr Qualified	Year 2	1,455.88	1,514.11	1,574.68
Assistant CCW	1 Yr Qualified	Year 3	1,486.69	1,546.16	1,608.00
Group Leader	Unqualified	Year 1	1,486.69	1,546.16	1,608.00
Group Leader	Unqualified	Year 2	1,507.47	1,567.77	1,630.48
Group Leader	1 Yr Qualified	Year 1	1,558.58	1,620.92	1,685.76
Group Leader	1 Yr Qualified	Year 2	1,584.25	1,647.62	1,713.52
Group Leader	1 Yr Qualified	Year 3	1,609.93	1,674.33	1,741.30
Group Leader	2 Yr Qualified	Year 1	1,692.09	1,759.77	1,830.16
Group Leader	2 Yr Qualified	Year 2	1,717.76	1,786.47	1,857.93
Group Leader	2 Yr Qualified	Year 3	1,743.44	1,813.18	1,885.70
Group Leader	3 Yr Qualified	Year 1	1,743.44	1,813.18	1,885.70
Group Leader	3 Yr Qualified	Year 2	1,743.44	1,813.18	1,885.70
Director	Unqualified	Year 1	1,815.33	1,887.94	1,963.46
Director	Unqualified	Year 2	1,815.33	1,887.94	1,963.46
Director	1 Yr Qualified	Year 1	1,815.33	1,887.94	1,963.46
Director	1 Yr Qualified	Year 2	1,815.33	1,887.94	1,963.46
Director	2 Yr Qualified	Year 1	1,928.30	2,005.43	2,085.65
Director	2 Yr Qualified	Year 2	1,953.97	2,032.13	2,113.41
Director	2 Yr Qualified	Year 3	1,989.92	2,069.52	2,152.30
Director	2 Yr Qualified	Year 4	2,020.73	2,101.56	2,185.62
Director	Min 3 Yr Qualified	Year 1	1,989.92	2,069.52	2,152.30
Director	Min 3 Yr Qualified	Year 2	2,020.73	2,101.56	2,185.62
Director	Min 3 Yr Qualified	Year 3	2,056.67	2,138.94	2,224.49
Director	Min 3 Yr Qualified	Year 4	2,092.62	2,176.32	2,263.38
Director	Min 3 Yr Qualified	Year 5	2,128.56	2,213.70	2,302.25
Director	Min 3 Yr Qualified	Year 6	2,164.51	2,251.09	2,341.13
Director	Min 3 Yr Qualified	Year 7	2,190.18	2,277.79	2,368.90
Director	Min 3 Yr Qualified	Year 8	2,215.86	2,304.49	2,396.67
Director	Min 3 Yr Qualified	Year 9	2,236.40	2,325.86	2,418.89

Classification			Jan – 2010	Jan – 2011	Jan - 2012
			\$	\$	\$
Assistant	Unqualified	Year 1	1,250.48	1,300.50	1,352.52
Assistant	Unqualified	Year 2	1,296.69	1,348.56	1,402.50
Assistant	Unqualified	Year 3	1,342.91	1,396.63	1,452.49
Assistant	1 Yr Qualified	Year 1	1,425.07	1,482.07	1,541.36
Assistant	1 Yr Qualified	Year 2	1,455.88	1,514.11	1,574.68
Assistant	1 Yr Qualified	Year 3	1,486.69	1,546.16	1,608.00
Assist Coordinator	Qual-Large Service	Year 1	1,763.98	1,834.54	1,907.92
Assist Coordinator	Qual-Large Service	Year 2	1,784.52	1,855.90	1,930.14
Coordinator	Unqualified	Year 1	1,763.98	1,834.54	1,907.92
Coordinator	Unqualified	Year 2	1,784.52	1,855.90	1,930.14
Coordinator	Unqualified	Year 3	1,815.33	1,887.94	1,963.46
Coordinator	Qual-Small Service	Year 1	1,846.14	1,919.99	1,996.78
Coordinator	Qual-Small Service	Year 2	1,887.22	1,962.71	2,041.22
Coordinator	Qual-Large Service	Year 1	1,928.30	2,005.43	2,085.65
Coordinator	Qual-Large Service	Year 2	1,953.97	2,032.13	2,113.41
Coordinator	Qual-Large Service	Year 3	1,989.92	2,069.52	2,152.30
Coordinator	Qual-Large Service	Year 4	2,020.73	2,101.56	2,185.62
Teachers					
Band 1	Step 1		1,459.16	1,517.53	1,578.23
	Step 2		1,487.30	1,546.79	1,608.66
	Step 3		1,521.60	1,582.46	1,645.76
	Step 4		1,557.96	1,620.28	1,685.09
Band 2	Step 1		1,592.46	1,656.15	1,722.40
	Step 2		1,652.67	1,718.78	1,787.53
	Step 3		1,713.20	1,781.73	1,853.00
	Step 4		1,773.84	1,844.79	1,918.58
	Step 5		1,830.45	1,903.66	1,979.81
Band 3	Step 1		1,872.53	1,947.43	2,025.33
	Step 2		1,923.06	1,999.98	2,079.98

9.1.4 Teachers

(a) *Access from Band 2 to Band 3 for 3 Year Trained Teachers after 29 April 1996*

- (i) A Teacher will progress to Step 1 of Band 3 after serving one year on the 5th Step of Band 2 and then by biennial increments after completing 2 years' service at Step 1, the Teacher may progress to the 2nd step of Band 3.
- (ii) Teachers may accelerate this progression by performing a minimum of 60 hours professional development activity. Where there is disagreement between the employee and the employer in relation to the accelerated progression, the employee will submit a portfolio of these activities and any

other relevant matters material to the Union/Employer Validation Committee for assessment.

- (iii) Teachers may undertake an appropriate additional year of formal training which will entitle them to move to the appropriate Step on the scale that relates to their years of experience up to the maximum of Band 3 Step 2.
- (iv) Unless a Teacher moves from the old salary scale to Band 3 in the new salary scale in translocation, they may not move to Band 3 earlier than 30 September 1996.
- (v) Credit for professional development activities will be given if those activities occurred in the 2 years prior to 29 April 1996, if these activities can be appropriately documented to the satisfaction of the Union/Employer Validation Committee.
- (vi) A Teacher 3 Year Trained will keep a portfolio of their professional development activities which will be validated by a Union/Employer Validation Committee before the employee is entitled to move between Bands 2 and 3.

(b) *Annual progression*

Except as otherwise provided in subclause 9.1.4(a) , progression from one salary Step to a higher salary Step will be by annual increment.

(c) *Teacher (3 Year Trained)*

A Teacher (3 Year Trained) will commence on the 1st Step of Band 1 and progress by annual increment subject to subclause 9.1.4(a).

(d) *Teacher (4 Year Trained)*

- (i) A Teacher (4 Year Trained) will commence on the 1st Step of Band 2 and will progress by annual increment to the 2nd Step of Band 2 and will progress by annual increment to the 2nd Step of Band 3.
- (ii) A Teacher (4 Year Trained) who has an approved Bachelors Degree with 1st or 2nd Class Honours, or a higher degree or two approved degrees from a recognised University and one year of teacher training will commence on the 2nd Step of Band 2.
- (iii) A Teacher (3 Year Trained) who obtains an approved degree from a recognised University or an approved equivalent tertiary qualification will be appointed as Teacher (4 Year Trained) with the same years of service.

9.1.5 In the event that a staff member holds a qualification which is not recognised by the University, that staff member will have recourse to a Committee with equal representation of staff including nominated representatives and University nominated representatives which will assess the qualifications for the purposes of determining the relevant classification and wage level. Assistance may also be provided, upon request, by the Department of Communities.

9.2 Allowances

9.2.1 **Broken Shift Allowance** - Staff members, other than casual staff members, required to report to work twice per day will be paid the following extra rate per day.

Effective from January 2010	Effective from first full pay period in 2011	Effective from first full pay period in 2012
\$9.92 per day	\$10.32 per day	\$ 10.73per day

9.2.2 **Telephone Allowance** - Staff members required to make business calls on their private telephone or on a public telephone will be reimbursed the cost of such calls.

9.3 Juniors

The junior rates prescribed in this subclause will apply to the positions of Assistant Childcare Workers and School Age Care Assistants

Junior Staff members	% of appropriate adult rate
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 years of age	85

Calculation of Rates - The rates of pay applying to junior staff members will be calculated in multiples of ten cents, with any result of five cents or more being adjusted to the next highest ten cent multiple.

If the staff member is doing the full scope of the job description for which they were employed, then the appropriate adult rate for the appropriate classification should apply.

9.4 Increments

- 9.4.1 Continuous Service - For the purpose of determining the incremental level of appointment within a classification, total continuous service within the child care industry as defined in the Act or in a kindergarten or other child care centre as defined in the Regulations within Australia will be counted effective from 1 September 1991. Staff moving from one classification level up to another will commence on the first year of service rate of that higher classification.
- 9.4.2 Credit for Previous Experience - A staff member who has been away from the Child Care Industry for 3 years or less will return at the same level of experience at which the staff member was when leaving the industry. Where a staff member has been away from the Child Care Industry for more than 3 years, one year will be deducted from the actual years of experience completed.

9.5 Certificate of Service

Following termination of employment for any reason the University will, upon demand, supply to a former staff member a certificate of service. Such certificate will specify the period of service of such staff member and the classification level at which such staff member was employed.

10. MIXED FUNCTIONS: APPROVED PERSON PERFORMING HIGHER DUTIES

Where a staff member is approved in accordance with the relevant legislation to perform a higher duty, and when approved and called upon by the University to perform that higher duty for four hours or longer per day, such staff member will be paid the rate of pay attached to the higher duty for the actual time worked for that day.

11. HOURS OF WORK/ROSTERED DAYS OFF

11.1 Hours of Work

- 11.1.1 The ordinary hours of work for full time staff members, excluding meal breaks, will be an average of 38 hours per week on no more than 5 days to be worked as follows:
- 38 hours a week; or
 - 76 hours in a two week cycle; or
 - 152 hours in a four week cycle.

- 11.1.2 Work will be performed between 6.00am and 7.00pm, Monday to Friday inclusive, and by agreement, a staff member may work up to a maximum of 10 hours per day.

11.2 Rostered Days Off (RDO)

- 11.2.1 The ordinary weekly hours shall be an average of 38 hours per week (8 hours per day exclusive of meal breaks) worked over a 19 day month with a RDO accrued in each four week cycle.
- 11.2.2 On accruing an RDO it shall be taken at a time that is mutually agreeable between the University and staff member. It is agreed a University roster system may apply.
- 11.2.3 No more than two RDOs should accrue in any 6 month period. If a staff member's RDOs exceed two days then the RDOs may:
- a) be paid at out the ordinary hourly rate of pay at the end of each 6 month period if not able to be taken during that period;
 - b) be taken without loss of pay during specified months provided the days to be taken are suitable to the University;
 - c) be taken in conjunction with recreation leave.
- 11.2.4 Where agreement cannot be reached on taking the RDOs, the University may determine when a staff member will take their accrued RDOs, subject to 14 days notice.
- 11.2.5 At all times, the University will maintain the right to determine the method by which the 38 hour week is worked. Any significant changes will be dealt with in accordance with the change management provisions.

12. NON-CONTACT TIME: GROUP LEADERS, DIRECTORS AND TEACHERS

- 12.1** All Group Leaders will be provided with 3 hours of paid time per week for the purpose of planning, evaluating and providing for the program and environment.
- 12.2** Directors will be provided with 10 hours of paid time per week to plan and prepare the programs which they are required to deliver and to give guidance, advice and assistance to other staff within Child Care Centres in the preparation and conduct of their developmental programs. The 10 hours per week is not to be part of the 27 hours per week that a Director may be required to teach. The Director is to be free of all other duties during this planning and preparation time.
- 12.3** Teachers will not be required to teach an Educational Program for children for more than 27 hours per week. Teachers will be provided with 2 hours of paid time per week to plan and prepare the educational programs, which they are required to deliver. The 2 hours per week is not to be part of the 27 hours per week that a Teacher may be required to teach. The Teacher is to be free of all other duties within the teaching room during this planning and preparation time.

13 ROSTERS

Where the University prescribes the ordinary working hours for staff members by way of a roster, 12 hours notice of any change of roster will be provided to the staff members. However in cases of sickness, unplanned absenteeism or where the University and the staff concerned mutually agree, the roster may be changed with less than 12 hours notice.

13.1 Start and Finish Times

The University and staff members will strictly adhere to start and finish times.

14 MEAL BREAKS

- 14.1** Except as hereinafter provided when a staff member is employed for at least 6 hours, such staff member will be allowed not less than 30 minutes and not more than 1 hour for a meal not later than 5 hours after commencing work. Where a staff member is required to supervise children, the staff member will be given a paid half hour meal break. Such time will be counted as time worked
- 14.2** If a staff member is required to work through the meal period, other than as described in subclause 15.1 the time worked shall be deemed to be overtime and paid for at the rate of double time and such double time shall continue until such time as the staff member finishes work or is allowed a half-hour meal break for which no deduction of pay shall be made.
- 14.3** Any staff member who is required to continue working for more than 2 hours beyond the ordinary ceasing time will be provided with an adequate meal by the University or paid a meal allowance in lieu thereof. Provided that where a staff member has provided their own meal because of receipt of notice to work overtime and such overtime is not worked, they will be paid a meal allowance for any meal so provided.

15 REST PAUSES

- 15.1** Staff members who work a minimum of 4 consecutive ordinary hours but less than 7.6 consecutive ordinary hours will receive a rest pause of 10 minutes duration. Staff members who work a minimum of 7.6 consecutive ordinary hours (excluding the meal break) on any 1 day will receive a rest pause of 10 minutes duration in the first half and the second half of the period worked.
- 15.2** Rest pauses will be taken in the University's time and will be taken at times to suit the University and where the University requests and the staff member agrees the rest pauses may be combined so that the staff member has 1 rest pause of 20 minutes duration each day.

16 OVERTIME

- 16.1** Except as otherwise provided, all time required to be worked in excess of 10 hours per day or in excess of 152 hours over a 4 week cycle, will be deemed to be overtime and will be paid for at the rate of time and a half for the first 3 hours and double time thereafter.
- 16.2** Overtime on a Saturday will be paid at time and a half for the first 3 hours, double time thereafter. All overtime worked on a Sunday will be paid for at the rate of double time, and overtime worked on a Saturday or Sunday will be paid for with a minimum payment as for 2 hours' work.
- 16.3** A staff member recalled from home to work overtime, after having left the premises of the University, will be paid a minimum of 2 hours at overtime rates.
- 16.4** In the computation of overtime payments, any part of a quarter of an hour worked on any 1 day will count as a full quarter-hour worked.
- 16.5** In lieu of the provisions contained in subclauses 16.1, 16.2, 16.3, the University and a staff member may agree that overtime may be taken as time off in lieu of payment.
- 16.6** Where there is agreement for the taking of time off in lieu of overtime, such time off will be equivalent to the number of overtime hours that the staff member worked. Such time off in lieu will be taken at a mutually agreed time within 30 days of accrual. Provided that where a staff member terminates or is terminated, payment of any accrued time off in lieu will be paid at the appropriate overtime rate. Subject to mutual agreement between the University and the staff member directly affected, the time off in lieu may be added to a staff member's annual leave. A record of time accrued and time taken off in lieu will be kept by the University.
- 16.7** Normally a maximum of 12 hours per week may be taken as time off in lieu.

17 RECREATION LEAVE

17.1 Entitlement

- 17.1.1 This provision does not apply to casual staff members.
- 17.1.2 Full time staff members covered by this Schedule will be entitled to recreation leave which will accrue at a rate of 20 days (152 hours) per annum.
- 17.1.3 Part time staff members will be entitled to pro rata recreation leave based on a fraction of full-time employment as defined in the staff member's contract of employment.

17.2 Taking Recreation Leave

- 17.2.1 It is expected that all recreation leave accrued during any calendar year, except where prior approval to accrue leave has been given, will be taken in the year immediately following the leave accrued. Where leave accruals are in excess of 40 days, the staff member may be directed by the University to take such leave.
- 17.2.2 Fixed term staff are required to take their entitlement to recreation leave accrued prior to the cessation of the employment contract except where there has not been adequate opportunity for the staff member to take the leave. Where such leave is not taken due to operational requirements, payment in lieu of recreation will be made on resignation or completion of a contract.

The University may agree, in exceptional circumstances, to carry forward unused accrued leave into a subsequent contract of employment with the University.

17.3 Recreation Leave Payment

- 17.3.1 Recreation leave will be exclusive of any statutory holiday that may occur during the period of annual leave and will be paid at the ordinary rate payable to the staff member concerned immediately prior to that leave under this Schedule plus a leave loading of 17.5% of this amount.
- 17.3.2 On cessation of employment, the staff member will receive payment in lieu of recreation leave accrued but not taken.

18 SICK LEAVE

- 18.1 This provision does not apply to casual staff members.
- 18.2 Full time staff members shall be entitled to paid sick leave which will accrue at a rate of 10 days (76 hours) per annum.
- 18.3 Part time staff members shall be entitled to sick leave, with such entitlement calculated on a pro-rata basis, based on the fraction of full time hours as defined in the staff member's contract of employment.
- 18.4 Staff who are absent for more than two working days must produce a suitable medical certificate from a registered health practitioner in support of their absence on sick leave or other evidence of illness to the satisfaction of the University. All absences are to be reported to the staff member's supervisor on the day of the absence. Under exceptional circumstances, this may be reported at the earliest practical opportunity.
- 18.5 Sick leave will be cumulative, but unless the University and staff member otherwise agree, no staff member will be entitled to receive and the University will not be bound to make, payment for more than 13 weeks absence from work through illness in any 1 year, regardless of whether accrual exceeds this amount.
- 18.6 Part time staff members will be entitled to, and accrue, pro rata sick leave based upon the number of hours worked per year.

19 LEAVE OVER CHRISTMAS/NEW YEAR PERIOD

The University's Childcare Centres and School Age Care will be closed for a period of up to 2 weeks, unless varied via consultation, over the Christmas/New Year period.

Staff will be required to take recreation leave for days other than gazetted public holidays or concessional days as granted by the University from time to time. Such University concessional days are granted without debit against leave credits and are subject to Council approval.

Staff will be notified at least 4 weeks prior to the Christmas/New Year closure of such closure and which days will be debited as recreation leave.

20 ATTENDANCE AT MEETINGS

Where a staff member(s) is required to attend any meeting(s) outside work hours, the staff member(s) will be paid in accordance with clause 16 Overtime. Types of meetings include, but are not limited to, staff meetings, meetings to discuss accreditation requirements, meetings with parents and where training is delivered.

21 LICENSING, CERTIFICATE AND STAFF DEVELOPMENT COSTS

Where the University requires a staff member to hold and utilise a bus licence, first aid certificate or any other relevant licence or certificate for a staff member to adequately undertake the duties for which she/he have been employed, the University will pay for the cost of maintaining currency of such licences and/or certificates.

Where a staff member is required to attend skill development courses, short courses and conferences outside normal working hours, the University will pay the cost of the course/conference, travel and any reasonable associated expenses, eg: accommodation.

As far as possible, subject to operational needs, such development should be attempted to be scheduled in ordinary working hours. A staff member who attends a course/conference during ordinary working hours will not suffer any loss of pay. Where it is not practicable to schedule a course/conference during ordinary working hours, staff will accrue TOIL for approved attendance at courses/conferences undertaken outside ordinary working hours.

22 VACCINATION COSTS

The University will provide for all child care staff who are required to have tetanus and hepatitis A and B vaccinations to do so at the University's expense.

The University may approve any other vaccinations requested by staff.

Appendix 1

EMPLOYMENT DEFINITIONS

Child Care Centre

- (a) **Assistant Child Care Worker – Unqualified** means a staff member who is an adult, or who has successfully completed Year 12 at Secondary School; or on the day the person is first employed as an assistant, is at least 17 and is undertaking, or has completed a Child Care Practice Certificate at a College of Technical and Further Education.

An appropriately approved Group Leader must supervise an assistant who is not an adult.

Duties would include, but not be limited to, some or all of the following:

- assist in the implementation of the early childhood program under supervision;
- implement daily routine;
- ensure the health and safety of the children in their care;
- give each child individual attention and comfort as required;
- work in accordance with the licensing requirements of the Act;
- understand and work according to the Centre or service's policy;
- perform general duties associated with the operation of the Centre, including but not limited to all aspects of food preparation, service and cleaning/maintenance of all areas of the Centre (internal and external).

- (b) **Assistant Child Care Worker – 1 Year Qualified** means a staff member who holds a 1 year full time or 2 years part time qualification in the Early Childhood area (or its equivalent) from an accredited tertiary institution or a staff member who has successfully completed one half of the course of study for an Associate Diploma in Child Care or an equivalent qualification as determined by the Regulations.

This classification will also include a cook who prepares at least 1 full meal per day for each of a substantial proportion of children present at the Centre.

Duties would include, but not be limited to, some or all of the following:

- any of the duties of an Assistant Child Care Worker - Unqualified;
- coordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;
- liaise with parents;
- ensure a safe environment is provided for the children;
- ensure that records are maintained and are up to date concerning each child in their care;
- assist in the development, implementation and evaluation of daily routines;
- be responsible to the Group Leader for the assessment of students on placement; and
- ensure that the relevant policies and practices of the Centre are adhered to.

- (c) **Group Leader – Unqualified** means an unqualified staff member who is an adult and holds a Certificate of Endorsement or previous exemption to act as a Group Leader under the Act.

Duties would include, but not be limited to, some or all of the following:

- carrying out the work of a Group Leader;
- any of the duties of Assistant Child Care Worker - 1 Year Qualified;
- coordinate the activities of a group of children;
- assess the needs of each child and monitor the child's progress;
- general supervision of workers;

- assist in the Centre's or service's administrative functions;
- ensure that a developmentally appropriate program is planned and implemented for each child; and
- maintain effective communication with parents of each child in the group that the person leads.

d) Group Leader – 1 Year Qualified means a staff member who is an adult and holds a one year full-time or 2 years part-time qualification in the Early Childhood area (or is equivalent) as approved under the Regulation, and holds an endorsement under the act or, a staff member who is an adult who has successfully completed one half of the course of study for an Associate Diploma in Child Care or an equivalent qualification as determined under the Regulation and holds an endorsement under the act.

Duties would include, but not be limited to, some or all of the following:

- carrying out the work of a Group Leader;
- the coordination of the activities of a group of children;
- general supervision of workers in the Centre;
- assisting in the Centre's or the service's administrative functions;
- any of the duties of Assistant Child Care Worker – 1 Year Qualified;
- to ensure that a developmentally appropriate program is planned and implemented for each child;
- to assess the needs of each child and monitor the child's progress; and
- to maintain effective communication with a parent of each child in the group that the person leads.

(e) Group Leader – 2 Year Qualified means a staff member who is an adult who has successfully completed a post-secondary course of at least 2 years full time in Early Childhood studies conducted by a College of Technical and Further Education; or a qualification awarded by another institution that is approved; or is regarded as a similar qualification under the Regulation.

A Registered Nurse who has enrolled in or has successfully completed an appropriate bridging course in Early Childhood studies will also meet the criteria for a 2 Year Qualified Group Leader.

Duties would include, but not be limited to, some or all of the following:

- any of the duties of a Group Leader – 1 Year or less;
- work as the person in charge of a group of children in the age range from birth to 12 years;
- take responsibility, in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;
- coordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
- contribute, through the Director, to the development of the Centre or service policies;
- ensure that the policies and practices of the Centre are maintained.

(f) Group Leader – 3 Year Qualified means a staff member who has successfully completed a Tertiary qualification of at least 3 years full time in Early Childhood studies conducted by a University or at least a 3 year qualification awarded by another Institution that is approved or is regarded as a similar qualification under the Regulation.

Duties would include, but not be limited to, some or all of the following:

- any of the duties of a Group Leader – 2 Year Qualified;
- work as the person in charge of a group of children in the age range from birth to 12 years;

- take responsibility, in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;
- coordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
- contribute, through the Director, to the development of the Centre or service policies;
- ensure that the policies and practices of the Centre are maintained.

(g) Acting Director means a staff member appointed as such who is approved in terms of the relevant legislation to have charge of the centre in the absence of the Director.

Duties would include, but not be limited to, some or all of the following:

- any of the duties of a Group Leader;
- act as Director, as required, in the absence of the Director to ensure the quality of care that the Centre provides;
- maintain the service's policies and practices;
- maintain effective liaison with other agencies in the community;
- maintain the Centre's records;
- supervise qualified and unqualified workers;
- plan and coordinate in-service training for the Centre or service;
- plan and implement programs for children with special needs, including, but not limited to, children with disabilities and children of non-English speaking background.

(h) Director Unqualified means a staff member who holds no Child Care qualifications and who holds a Certificate of Endorsement or previous exemption to act as a Director of a Child Care Centre.

(i) Director 1 Year Qualified means a staff member who has successfully completed a 1 year full time or 2 years part time course in Early Childhood studies which is a qualification approved under the Regulation and who holds an endorsement or previous exemption to act as a Director of a Child Care Centre.

(j) Director 2 Year Qualified means a staff member who holds a 2 years full time or 4 years part time qualification in the Early Childhood area (or its equivalent) from an accredited tertiary institution, such qualification being an approved qualification under the Regulation, and who holds an endorsement or previous exemption to act as a Director of a Child Care Centre.

(k) Director Minimum 3 Year Qualified means a staff member who has successfully completed a tertiary course of at least 3 years in Early Childhood studies or a qualification that is approved under the terms of the Regulation and who is approved under the Act to act as a Director of a Child Care Centre.

Duties of Directors (Unqualified, 1 Year, 2 Year and Minimum 3 Year Qualified) will include but not be limited to all or some of the following:

- all of the duties of an Assistant Director;
- responsible for the overall administration of the Centre or service;
- ensure that the Centre or service adheres to all relevant Regulations;
- establish and maintain the service's policies and practices;
- develop, implement and supervise developmental programs and the quality of care that the service provides;
- establish and maintain liaison with other agencies in the community (as required);
- recruit, orient and support staff in consultation with the Licensee of the Centre;
- identify and assist in meeting in-service training needs of staff;
- establish and maintain effective communication systems with staff and parents;

- maintain the Centre's records;
- formulate and evaluate annual budgets in liaison with relevant authorities where necessary;
- keep day to day accounts and handle clerical administrative matters.

School Age Care

- (l) Assistant** means a staff member who is unqualified and is employed to assist at a School Age Care and Vacation Care Service.

An Assistant must be supervised by a Coordinator.

Duties would include, but not be limited to, some or all of the following:

- supervise children's activities;
- ensure the health and safety of the children in care;
- take a genuine interest in the children, their activities and participate in these as much as possible;
- administer first aid when appropriate, and ensure ill or injured children receive appropriate medical attention;
- supervise sport and recreation activities;
- liaise with parents;
- assist in developing and implementing programs and activities;
- understand and work according to the service's policies; and
- drive the mini-bus.

- (m) Coordinator – Unqualified** means a staff member who coordinates and manages a School Age Care and/or Vacation Care service for children and has no relevant post secondary qualification.

- (n) Coordinator – Qualified** means a staff member who coordinates and manages a School Age Care and/or Vacation Care Service for children and must have successfully completed a post-secondary course of at least 2 years in Early Childhood Studies or another appropriate qualification acceptable to the University.

Duties of Coordinators (Unqualified and Qualified) would include, but not be limited to, some or all of the following:

- planning and developing a program which provides quality care, by advising on suitable, interesting, and varied activities, and ensuring care of the program equipment;
- be responsible for the day to day operation of the program, including control of activities, supervision of children and staff rosters;
- liaise with parents to ensure they are aware of the program's aims and keep parents informed on the participation of their child;
- encourage parents to comment on and offer suggestions for further development of the program;
- carry out administration tasks including
 - ~ keeping accurate roll and time sheets to enable computer calculation of fees
 - ~ collecting and receipting fees and following up with parents on outstanding amounts
- preserve confidentiality of enrolment information;
- initiate appropriate action in case of accidents;
- - drive the mini-bus to collect children from local schools as required; understanding and working in accordance with the Service's policies.

Duties of a Coordinator – Qualified would also include, but not be limited to:

- provide a monthly report on operations and activities and enrolment update of each program;
- interview and support staff, and students placed in workplace training in the performance of their duties, and encourage them to improve their knowledge of developmental care, recreation, and social welfare;
- assist the Manager, Children’s Services in the preparation of the School Age Care budgets and financial reports.
- prepare daily bus schedules for the collection of children from schools.

(o) Teacher means a staff member appointed as a Teacher and who meets the following criteria:

- the employee holds a three or four year qualification in early childhood studies as approved under the Regulation; and
- the employee be registered with the Board of Teacher Education; and
- the employee be required to deliver an educational program.

Schedule 5 – Conditions of Employment, Griffith Food Staff

1 TITLE

Conditions of Employment – Griffith Food Staff.

2 APPLICATION OF SCHEDULE

This Schedule shall apply to staff members who are engaged in callings and classifications set out in this Schedule and who are employed in a food outlet or as part of the catering service.

3 OPERATION OF SCHEDULE

This Schedule operates so that its provisions prevail over the provisions of the Agreement to the extent of any inconsistency between the Schedule and the Agreement. Unless otherwise specified in this Schedule, the provisions of the Agreement will apply.

The following clauses from the Agreement will not apply to staff as specified under clause 2 Application of Schedule except as specifically referenced in this Schedule:

- Types of Employment
- Hours of Work
- Local Area Agreement
- Classification and Moderation Process
- Linked Classifications

4 PROVISIONS OF THE SCHEDULE

Clause Number	Subject Matter
1	Title
2	Application of Schedule
3	Operation of Schedule
4	Provisions of the Schedule
5	Definitions
6	Employment Categories
7	Trainees/Apprentices
8	Incidental or Peripheral Tasks
9	Mixed Functions
10	Probation
11	Classifications and Wage Rates
12	Allowances
13	Hours of Work, Breaks, Overtime, Weekend Work
14	Uniforms
15	Recreation Leave
16	Sick Leave
17	Redundancy
Appendix 1	Employment Definitions

5 DEFINITIONS

5.1 University means the employer, Griffith University

5.2 Agreement means the Griffith University General Staff Enterprise Agreement 2009 - 2012.

- 5.3 Staff member** means a person who is engaged in a food outlet or as part of the catering service under a classification/calling as set out in [Employment Definitions, Appendix 1 of this Schedule](#).
- 5.4 Continuing Employment** is employment entered into for an indefinite period subject to the retirement, termination, change and redundancy provisions of this agreement.
- 5.5 Union** means the Liquor, Hospitality and Miscellaneous Union.
- 5.6 Day** means the period from midnight to midnight on any one day.
- 5.7 Junior Staff member** means those staff members under the age of 20 years: Provided that staff members engaged and/or employed to sell, serve or in any way distribute liquor, shall not be regarded as a junior staff member.
- 5.8 Griffith Food** means food and beverage, restaurant and catering services administered by Griffith University.
- 5.9 A fixed term appointment** means employment with the University for a specified period or ascertainable period, for which the employment contract will specify the starting and finishing dates of that employment. Where a fixed term appointment is made for a specific task or project, the contract may, in lieu of a finishing date, specify the circumstance(s) or contingency relating to the specific task or project upon the occurrence of which the term of the employment will expire. A fixed term appointment will either be on a full-time or part-time basis in accordance with subclauses 6.1 and 6.2.

The following provisions of the main body of the Agreement will apply to fixed term employment:

- Subclause 12.3.4 – Notice of Renewal or Non-renewal of Contract
- Subclause 12.3.5 – Payment of Severance

6 EMPLOYMENT CATEGORIES

6.1 Full time Employment

Full time employment means continuing employment for a normal working week averaging 38 hours per week in accordance with the provisions of this Schedule.

6.2 Part time Employment

- 6.2.1 Part time staff members shall be engaged for a minimum of 10 hours and less than an average of 38 hours per week. The minimum engagement on any one day is 2 hours and a maximum of 10 hours. The hours of work shall be continuous subject to subclause 13.2.1, Meal Breaks.
- 6.2.2 Part time staff members who work outside their rostered hours or in excess of ten hours per day or average of 38 hours per week will be entitled to be paid overtime in accordance with subclause 13.4 for such excess hours.
- 6.2.3 A part time staff member will be paid on a proportionate basis to the appropriate full time staff member, and will be entitled to the provisions of this Schedule on a proportionate basis unless otherwise provided.

6.3 Casual Employment

- 6.3.1 It is acknowledged that casual employment will continue to be appropriate in some circumstances. It enables the meeting of peak load demands and coverage of short-term staff absences.
- 6.3.2 Casual employment means a person engaged by the hour and paid on an hourly basis. The hourly payment includes a loading which is payable separately, for benefits a casual staff member is not eligible, and is not compounded, as set out below:
- ordinary rate + casual loading for ordinary hours worked

- ordinary rate + 50% + casual loading for time and a half
- ordinary rate + 100% + casual loading for double time
- ordinary rate + 150% + casual loading for double time and a half

The loading will be 24% from commencement of the Agreement and increased to 25% from the first pay period commencing in January 2011.

- 6.3.3 The minimum period of engagement for a casual staff member shall be 3 hours or payment in lieu.
- 6.3.4 An eligible long term casual staff member may apply for conversion to non-casual employment in accordance with the casual conversion provisions at subclauses 12.4.3 to 12.4.8 of the main body of the Agreement.

7 TRAINEES/APPRENTICES

Notwithstanding anything elsewhere contained in this Schedule, the University may employ trainees in accordance with the order for *Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003* or any other replacement order.

8 INCIDENTAL OR PERIPHERAL TASKS

- 8.1 Staff members are to be available to perform a wider range of duties, including work that is incidental or peripheral to their main task or functions.
- 8.2 The University may direct a staff member to carry out such duties as are reasonably within the limits of the staff member's skill, competence and training.
- 8.3 The University may direct a staff member to carry out such duties and use such tools and equipment as may be required provided that the staff member has been properly trained in the use of such tools and equipment.
- 8.4 Any direction issued by the University pursuant to clause 9 shall be consistent with the University's responsibility to provide a safe and healthy working environment.

9 MIXED FUNCTIONS

A staff member who is required to perform on any day work for which a higher rate of wage is prescribed, and this is not as part of an accredited course which has an on the job training component, shall be paid as follows:

- 2 hours or less then payment of the higher rate for 4 hours.
- more than 2 hours on any day the higher rate for the whole of such day;

10 PROBATION

Probation will be applied in accordance with the Probation Policy and Procedures for General Staff Continuing and Fixed term Appointments, except the probation periods as prescribed herein.

Probation of 3 months will apply to staff employed Introductory Level to Level 7. For all other staff, probation of 3 months up to 6 months will apply.

The Head of Element may recommend to the relevant senior officer that a shorter period of probation is applied, or that the probation period is waived, having regard for a staff member's experience and qualifications.

11 CLASSIFICATIONS AND WAGE RATES

11.1 Wage and Allowance Rates

On commencement of this Agreement, the following rates will apply. These rates will be increased in accordance with increases that occur as a result of adjustment to the Higher Education Industry General Staff Award 2010.

Expense related allowances also will be adjusted in accordance with the increases in the above award.

Classification	Annual salary
	\$
Griffith Food Attendant Level 1	
Level 1.1	31846.70
Level 1.2	32346.70
Level 1.3	32846.70
Griffith Food Attendant Level 2	
Level 2.1	33446.70
Level 2.2	33946.70
Griffith Food Attendant Level 3	
Level 3.1	34651.70
Level 3.2	35251.70
Level 3.3	35851.70
Level 3.4	36451.70
Level 3.5	36947.70
Griffith Food Attendant Level 4	
Level 4.1	37747.70
Level 4.2	38447.70
Level 4.3	39147.70

11.2 Apprentices

The minimum weekly rate of wages payable to apprentices as defined shall be as follows:

Level of training	% of Level 4.1
1st year/Level 1	40%
2nd year/Level 2	55%
3rd year/Level 3	75%
4th year/Level 4	90%

11.3 Junior Staff members

11.3.1 The minimum weekly rate of wages payable to junior staff members as defined shall be as follows:

Juniors	% of the Appropriate Adult Rate
Under 17	55%
17 and under 18 years of age	65%
18 and under 19 years of age	75%
19 and under 20 years of age	85%

11.3.2 Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

11.3.3 Any staff member aged 18 or 19 years who is engaged to dispense and/or mix and/or sell alcoholic beverages shall be paid at 85% of the appropriate adult wage in the case of full time staff members, and in the case of casual and part time staff members, at the appropriate hourly rate.

11.4 Salary Increments

11.4.1 At the conclusion of each twelve month period, following the date of effect of the Agreement or entry into a Griffith Food Attendant level, full-time and part-time employees will be eligible for movement to the next highest pay point within the level, following a staff development/performance review.

11.4.2 Movement to the next pay point within a HEW level will only occur when an employee has, over the preceding twelve months:

- acquired and utilised additional skills, experience and competencies within the ambit of the classification and in accord with the priorities of the organisational unit and or employer. For this purpose the employee will be assessed against relevant criteria used in a staff development/performance review; and
- demonstrated satisfactory performance against the position classification standards at Appendix 1.

11.4.3 If the requirements above are not met at the conclusion of the period referred to in subclause 11.4.2, then the employee will not progress until such time as the requirements are met.

11.4.4 Movement to the next highest pay point will be effective from the anniversary date of employment. In cases where a staff development/performance review is delayed, the anniversary date must not be changed and any increase in salary will be paid retrospectively to the anniversary date, unless the delay is related to the acquisition of new skills and greater responsibilities and/or competencies, in which case the date of acquisition will be the effective date.

11.4.5 An annual staff development/performance review must be conducted for all full-time and part-time employees, except those on the highest salary point within their classification. Such review will be confidential.

The aims of this review will at least include:

- assessment of performance and use of skills against the position classification standards; and
- identification of the development and training needs of the employee in order to:
 - i. enable the acquisition and use of new skills, experience and knowledge in accordance with the short and long term priorities of the organisational unit and/or the employer;

- ii. identify performance objectives; and
- iii. ensure continued satisfactory performance within the ambit of the classification.

12 ALLOWANCES

12.1 Laundry Allowance

Where the University does not launder a uniform or clothing which is provided, then the University shall pay in lieu thereof an allowance of \$6.00 per week, in the case of full time staff members, and \$1.20 per day to a maximum of \$6.00 per week in the case of part time or casual staff.

12.2 Broken Shift Allowance

Staff members, other than casual staff members, required to report to work twice per day, as notified via University published roster, will be paid the following extra rate: Broken Shift Allowance \$9.06 per day.

12.3 Travel and Fares

Where a staff member is required to work away from their usual place of work; or where required to work overtime at a time when reasonable means of transport are not available, staff are entitled to ordinary rate of pay for excess travel time and any fares reasonably incurred in excess of those normally incurred.

13 HOURS OF WORK, BREAKS, OVERTIME, WEEKEND WORK

13.1 Hours of Work

13.1.1 The ordinary hours of work for a full time staff member shall be an average of 38 hours per week to be worked as follows:

- 76 hours in a two week cycle; or
- 152 hours in a four week cycle.

13.1.2 Span of Hours

The span of ordinary hours is 6.00 am to 7.30 pm, Monday to Sunday.

The method of rostering such hours shall be by agreement between the University and the majority of staff members concerned subject to the particular needs of the establishment and the following conditions:

- a) Ordinary hours are to be worked within a minimum of 4 hours and a maximum of 10 hours per day and shall be exclusive of meal breaks subject to subclause 13.2 provided that:
 - a maximum of 12 ordinary hours may be worked subject to agreement in writing between the University and staff member concerned;
 - no such extended shifts shall be worked in a manner contrary to the University's responsibilities to provide a safe and healthy work environment;
 - where staff members are rostered to work 4 consecutive shifts of 10 or more hours per day, such staff members shall be entitled to a break of at least 48 hours.
- b) Staff members rostered to work shifts of 9 or more ordinary hours in a 4 week period shall be entitled to at least 9 full days off per period provided that at least 8 days off will be allowed in any other case.
- c) No staff member shall be rostered to work for more than 10 successive days without a day off.

13.1.3 Weekday Loading.

Staff members, other than casuals, will be paid for the hours worked on Monday to Friday outside the span of hours specified in subclause 13.1.2, and which does not constitute overtime, at the ordinary rate plus 50%.

13.1.4 Weekend and Public Holiday Loading

Staff members, other than casuals, will be paid for all time worked within their ordinary working hours on a Saturday at the rate of time and a half, on a Sunday at the rate of double time and on a public holiday at the rate of double time and a half.

13.1.5 Other Hours of Work

Notwithstanding any other provisions in this Schedule, the ordinary hours of work may be agreed in writing between the University and the Union.

13.2 Breaks

13.2.1 Meal Breaks

No staff member shall be required to work for more than 5 hours continuously, excluding a rest pause, without an unpaid meal break of at least 30 minutes.

Where staff members are required to work through their normal break the staff member shall be paid at the rate of double time for all work so performed and such double time shall continue to be paid until such time as a meal break of the usual duration can be taken or until the staff member ceases work for the day.

Where staff members are required to work overtime for more than 2 hours beyond the rostered ceasing time they shall be provided with an adequate meal by the University, or, in the event of the University being unable to provide such meal, be paid an allowance of \$13.44 in lieu thereof.

13.2.2 Rest Pauses

All staff members who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any 1 day shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.

All staff members who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day shall receive a rest pause of ten minutes' duration.

Rest pauses shall be taken in the University's time and should be taken at times to suit the convenience of the University and so as not to interfere with the continuity of work where continuity is necessary.

Notwithstanding the provisions hereof, where a staff member is rostered to work less than a 9 hour day and there is agreement between the University and the majority of staff members concerned, the rest pauses may be combined into one 20 minute rest pause, so that the day is divided into 3 approximately equal work periods.

13.3 Rosters

13.3.1 A roster for all staff members showing normal starting and finishing time and the surname and initial of each staff member shall be prepared by the University and shall be posted in a place accessible to the staff member concerned. The roster shall be alterable by mutual consent at any time or in the case of full time and part time staff members who work for a specific number of hours, pursuant to subclause 6.2 (Part time Employment), by amendment with 7 days notice. Where practicable, 2 weeks notice of rostered days off shall be given.

13.3.2 The roster for all staff members shall provide for a minimum of 10 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day.

- 13.3.3 A roster may be changed at any time to enable the functions of the employer to be carried out where an employee is absent due to illness or on account of a contingency which the employer could not have reasonably foreseen. The employee must be notified of the changed roster as soon as possible.
- 13.3.4 Where changes are made by the employer to the employee's roster, or the employee is transferred between rosters, the employee must be notified at least 72 hours prior to the change becoming operative. If 72 hours notice is not provided, the employee will be entitled to an additional allowance of 50% instead of any other shift penalty that may apply.
- 13.3.5 Broken Shift
- Where broken shifts are worked the spread of hours shall not exceed the ordinary hours by more than 3 hours, not including meal breaks. Provided that in no case shall the spread of hours exceed 12 hours per day.

13.4 Overtime

- 13.4.1 All time required to be worked outside, or in excess of, the ordinary hours in subclause 13.1 (Hours of Work), or outside of the rostered starting and ceasing times shall be deemed to be overtime.
- Overtime worked Monday to Saturday shall be paid for at the rate of time and a-half for the first 2 hours and double time thereafter.
- 13.4.2 All time worked on a staff members rostered day off shall be paid at the rate of time and one-half for the first 2 hours and double time thereafter, with a minimum as for 2 hours worked.
- 13.4.3 Overtime worked on Sunday will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- 13.4.4 A staff member who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day such that the staff member has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until that staff member has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- If, on the instructions of the University, such a staff member resumes or continues work without having had such 10 consecutive hours off duty then that staff member shall be paid double time until the staff member is released from duty for such a period and the staff member shall then be entitled to be absent until the staff member has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 13.4.5 Notwithstanding the provisions in subclauses 13.4.1, 13.4.2 and 13.4.3, there may be an agreement in writing between the staff member and the University to take time off with pay in lieu of payment of overtime. Such time off shall accrue at the equivalent hourly rate that the staff member would have been paid for such overtime. Accumulated time must be taken within 12 months from the time of accrual and at a time mutually agreed between the staff member and the University. Outstanding accrued overtime shall be paid at the appropriate rate in full at the time of termination, for any reason, by either party.

14 UNIFORMS

- 14.1 Where staff members are required to wear a uniform or any other distinctive type of clothing, such uniform or clothing shall be supplied, maintained, and laundered at the University's expense, and shall be the property of the University and shall be returned to the University on cessation of employment in good order or condition, subject to fair wear and tear.

- 14.2 A sufficient number of uniforms shall be provided by the University having regard to the number and regularity of shifts worked. Such uniforms shall be replaced on a fair wear and tear basis.

15 RECREATION LEAVE

15.1 Period of Recreation Leave

Every staff member (other than a casual) covered by this Schedule will at the end of each year of their employment be entitled to recreation leave on full pay as follows:

- 15.1.1 Not less than 5 weeks (on a 38-hour week basis) if employed on shift work where 3 shifts per day are worked over a period of 7 days per week; and
- 15.1.2 Not less than 4 weeks (on a 38-hour week basis) in any other case.

15.2 Entitlement

- 15.2.1 Recreation leave will be exclusive of any public holiday which may occur during the recreation leave period.
- 15.2.2 Recreation leave will be paid at the ordinary rate payable to the staff member concerned immediately prior to that leave under this Schedule.
- 15.2.3 On cessation of employment, the staff member will receive payment in lieu of recreation leave accrued but not taken.
- 15.2.4 Except as provided above, it will not be lawful for the University to give or for any staff member to receive payment in lieu of recreation leave.
- 15.2.5 Unless the staff member shall otherwise agree, the employer shall give the staff member at least 14 days' notice of the date from which such staff member's recreation leave shall be taken.

15.3 Calculation of recreation leave pay

In respect to recreation leave entitlements to which this clause applies, recreation leave pay (including any proportionate payments) shall be calculated as follows:

- 15.3.1 The staff member's ordinary wage rate as prescribed by this Schedule for the period of the recreation leave (excluding shift premiums and weekend penalty rates);
- 15.3.2 A recreation leave loading will be paid, in addition to subclause 15.3.1. The loading will be 17.5%.

Shiftworkers on recreation leave will be paid the greater of:

- shift penalties an employee would have received had they not been on annual leave; or
- the 17.5% annual leave loading as prescribed.

16 SICK LEAVE

16.1 Entitlement

- 16.1.1 A full time staff member, except casuals and school-based apprentices and trainees, is entitled to accrue 76 hours' sick leave for each completed year of their employment. Part time staff members will be entitled to, and accrue pro rata sick leave based on the number of hours worked per year.
- 16.1.2 Payment for sick leave will be made based on the number of hours which would have been worked by the staff member if the staff member were not absent on sick leave.
- 16.1.3 Staff who are absent for more than 2 working days must produce a suitable medical certificate from a registered health practitioner in support of their absence on sick leave or other evidence of illness to the satisfaction of the University. All absences are to be reported to the staff member's supervisor on

the day of the absence. Under exceptional circumstances, this may be reported at the earliest practical opportunity.

17 REDEPLOYMENT/REDUNDANCY

17.1 The Redeployment and Redundancy provisions of the Agreement (clause 49) will apply, except for subclauses 49.6.3 and 49.7 which will be replaced as follows:

17.1.1 Early Separation

A staff member who has been given written notice that their position has been made redundant may decide to include the balance of the transition period in the staff member's redundancy benefits, in which case the staff member will receive upon termination:

- payment in lieu of salary for the unexpired portion of the 12 week "transition period";
- all accumulated recreation leave and pro rata long service leave where recognised accumulation of credit is less than 10 years, but more than 5 years; and
- severance pay as set out in subclause 17.2.

Benefits received under early separation are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

17.1.2 Retrenchment

Where a suitable alternative position cannot be found during the "transition period, the staff member will be retrenched and will be entitled to:

- all accumulated recreation leave and pro rata long service leave where recognised accumulation of credit is less than 10 years, but more than 5 years; and
- severance pay as set out in subclause 17.2

For the purposes of retrenchment, the 12 week "transition period" will count as the notice period.

17.2 A staff member whose position has been made redundant will be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11
More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years but not more than 10 years	16
At least 10 years	12

'Weeks' Pay' means the ordinary time rate of pay for the staff member concerned provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

Appendix 1

Employment Definitions

Staff will be classified and paid according to the following definitions.

Griffith Food Attendant Levels are described below and these are applicable where a staff member has the appropriate level of training and/or has relevant experience either in the restaurant and catering industry or in another industry where the staff member performed work similar to that which the staff member is required to perform under this Schedule.

Appropriate Level of Training means:

- i) completion of a training course deemed suitable according to guidelines issued through Tourism Training;
- ii) that the staff member's skills have been assessed to be at least the equivalent of those attained through the suitable course described in paragraph (i) – assessment to be undertaken by a qualified skills assessor.

Griffith Food Attendant Level 1 means a staff member who has the appropriate level of training and/or experience to be engaged in any of the following:

Food and Beverages

- picking up glasses;
- emptying ashtrays;
- general assistance to Food & Beverage Attendants of a higher grade;
- removing food plates;
- setting and wiping down tables;
- undertaking of general waiting duties of both food and/or beverages including cleaning of tables and restaurant equipment; monitoring, cleaning and tidying of associated areas during normal opening hours where such duties are incidental to the staff;
- supplying, dispensing or mixing of liquor;
- receipt of monies;
- attending a snack bar;
- engaged on delivery duties;
- general receipt and distribution of goods;
- taking reservations, greeting and seating guests under general supervision;
- assist in maintenance of dress standards and good order in the establishment;
- setting up on site for small parties.

Kitchen - General

- general cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen and restaurant;
- assisting staff members who are cooking;
- assembly and preparation of ingredients for cooking;
- preparation of salad ingredients and/or distribution to a salad bar;
- general pantry duties
- general receipt and distribution of goods;
- specialised non-cooking duties in a kitchen or food preparation area;

Kitchen – Cook

- cooking of breakfasts and snacks, baking, pastry cooking or butchering.

Griffith Food Attendant Level 2 means a staff member able to perform the duties of Level 1, and who has the appropriate level of training and/or experience to be engaged in any of the following:

Food and Beverages

- perform as a Barista
- general security including security of keys and supervision of dress standard maintenance and good order in the establishment;
- training, supervision and coordination of Food & Beverage Attendants of a lower grade;
- reconciliation of takings and banking

Kitchen – General (staff member to have completed a supervisory course)

- supervision, training and co-ordination of Kitchen Attendants of a lower grade.

Kitchen - Cook

- setting up of an onsite kitchen.

Griffith Food Attendant Level 3 means a staff member able to perform the duties of Level 2, and who has the appropriate level of training and/or experience to be engaged in any of the following:

Food and Beverages

- full control of a cellar or liquor storeroom (including the receipt, delivery, recording and ordering of goods within such an area);
- general and specialised skilled duties in a fine dining room or restaurant;
- stock control for a bar or bars including administrative and accounting activities;
- mixing a range of sophisticated drinks;
- responsibility for the maintenance of service and operational standards.

Kitchen – Cook (staff member to have completed an apprenticeship or passed the appropriate test)

- general or specialised cooking, butchering, baking or pastry cooking duties ;
- supervision and training of cooks and kitchen staff members;
- coordination of all kitchen staff and activities;

Griffith Food Attendant Level 4 means a staff member able to perform the duties of Level 3, and who has the appropriate level of training and/or experience to be engaged in any of the following:

Food and Beverages

- oversee rostering and coordination of staff;
- manage the ordering, stock control and accounting requirements.

Kitchen – Cook (staff member to have completed an apprenticeship or passed the appropriate test)

- responsibility for other cooks and kitchen staff members including co-ordination in a single kitchen establishment;
- manage the ordering, stock control and accounting requirements of an establishment.