

Professional and Support Staff Enterprise Agreement 2023-2025



Professional and Support Staff Enterprise Agreement 2023 – 2025

PART 1 – OPERATION OF AGREEMENT

1. AGREEMENT TITLE

This Agreement will be known as Griffith University Professional and Support Staff Enterprise Agreement 2023 - 2025.

2. ARRANGEMENT

This Agreement is arranged as follows:

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3. OPERATION OF AGREEMENT

This Agreement will operate from seven days after the date of approval by Fair Work Commission and have a nominal expiry date of 30 June 2025. The University will meet with the unions listed in this Agreement upon their request at least 3 months prior to the nominal expiry date of the Agreement to commence negotiations for a replacement Agreement.

4. AWARD RELATIONSHIP AND REPLACEMENT OF AGREEMENTS

- 4.1 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.
- 4.2 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.
- 4.3 If any base rate payable to an employee 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 employee will be paid at a base rate no less than that applicable under the Award or Order.
- 4.4 Policies, procedures and guidelines of the University are not incorporated into and do not form part of this Agreement.

5. APPLICATION OF AGREEMENT

- 5.1 This Agreement has been negotiated between the University and bargaining representatives on behalf of staff including the unions listed below and shall be binding according to its terms upon the following:
 - a) Griffith University; and
 - b) Professional and Support Staff employed by Griffith University, as defined herein; and
 - c) National Tertiary Education Industry Union (NTEU)
- 5.2 This Agreement shall apply to all employees, except as listed below, provided that in the case of:
 - a) employees who are appointed to the positions listed in Schedule 3, the provisions of that Schedule shall apply;
 - b) employees who are employed as Research Assistants, the provisions of the clause relating to the classification process; Part 4, relating to hours of work; and Schedule 1 relating to position descriptors will not apply.
- 5.3 This Agreement shall not apply to employees employed by Griffith University who are:
 - a) employees who are engaged on a casual basis at the Queensland Conservatorium Griffith University as;
 - (i) Front of House
 - (ii) Ushers
 - b) employees employed in or by production companies engaged in the production and presentations of theatrical, musical or other entertainments;
 - c) employees engaged on a casual basis in Griffith University Aquatic and Fitness Centres as gym or pool attendants.

6. OPERATION OF SCHEDULES

Schedule 1, Schedule 2, and Schedule 3 will have effect.

7. AVAILABILITY OF AGREEMENT

The Agreement will be made available on the University's website.

8. NO FURTHER CLAIMS

During the operation 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.

9. CONSULTATION ON POLICY CHANGE

No substantive changes will be made to University policies, procedures and guidelines related to conditions and benefits affecting employment, including those referred to in this Agreement, without prior consultation with employees and the unions.

10. DEFINITIONS

10.1 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.

10.2 Definition of Terms

10.2.1 Professional and Support Staff or employee 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 Schedule 3, 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 employees holding similar or equivalent offices who are above HEW 10.1 (as described in Schedule 1).

10.2.2 Agreement means Griffith University Professional and Support Staff Enterprise Agreement 2023 – 2024.

10.2.3 Allowances mean an allowance payable to an employee as per the following:

10.2.4 First Aid allowance is an allowance paid to an employee 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 employee 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.

10.2.5 On Call allowance is an allowance paid to an employee 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.

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

10.2.7 Meal allowance will be paid in accordance with the provisions prescribed in clause 29.6.

10.2.8 Tool Allowance 1 is an allowance paid to an employee employed as a carpenter or plumber and who is required to provide their own tools.

10.2.9 Tool Allowance 2 is an allowance paid to an employee employed as an electrical or mechanical tradesperson and who is required to provide their own tools.

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

10.2.11 Extreme Conditions allowance is an allowance paid where an employee is to work in the following conditions:

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

10.2.12 Carer means a person who provides personal care, support and assistance to another individual in need of support due to disability, medical condition, including terminal or chronic illness, mental illness or is frail and aged. This is distinct from the "primary care giver" definition.

- 10.2.13 **Consultation** means the conferring between the University and relevant employee(s) and their nominated representative and relevant union(s) in such a way that the participants have an opportunity to contribute to and influence the decision-making process and the outcomes.
- 10.2.14 **Continuity of Service** means a period of uninterrupted employment inclusive of relevant approved paid leave. Approved leave without salary does not affect continuity of service.
- In the case of fixed term appointments, breaks between fixed term appointments of up to 2 times per year and up to 6 weeks shall not constitute breaks in continuous service.
- 10.2.15 **Default Fund** means the superannuation fund into which the employer will pay an employee's superannuation contributions where an employee does not choose a fund.
- 10.2.16 **Dependant** means a person the employee maintains who is:
- a) their spouse
 - b) their parent or your spouse's parent
 - c) a child under 21 years old who is not a student
 - d) a student under 25 years old who is studying full-time at school, college, or university
 - e) a child-housekeeper (their child who kept house for you full-time)
 - f) an invalid relative (child or sibling) 16 years old or older
- Maintaining a dependant involves any of the following:
- a) living with your dependant in the same house
 - b) giving them food, clothing, or lodging
 - c) helping them pay for living, medical, and educational costs
- 10.2.17 **Disciplinary Action** means action taken by the University to discipline an employee for unsatisfactory performance, misconduct or serious misconduct and is defined as:
- a) requiring the employee to undergo counselling
 - b) formally reprimanding the employee by way of counselling or warning
 - c) redeploying the employee to another position without loss of salary
 - d) withholding an increment of salary, where applicable, for a period of not more than 12 months
 - e) withdrawal of salary increments within the HEW classification level of the employee
 - f) withdrawal of a salary loading
 - g) termination of employment from the University (only available for cases of serious misconduct, or unsatisfactory performance)
- 10.2.18 **Domestic and Family Violence** means behaviour by a person (the **first person**) towards another person (the **second person**) with whom the first person is in a relevant relationship (as defined by the *Domestic and Family Violence Protection Act 2012* (Qld) that:
- a) is physically or sexually abusive; or
 - b) is emotionally or psychologically abusive; or
 - c) is economically abusive; or
 - d) is threatening; or
 - e) is coercive; or
 - f) in any other way controls or dominates the second person and causes the second person to fear for their safety or wellbeing or that of someone else; and
 - g) includes associated domestic violence being behaviour towards a child of the second person; or a child who usually lives with the second person; a relative of the second person or a person with whom the second person has a bona fide domestic relationship.

- 10.2.19 **FWC** means Fair Work Commission.
- 10.2.20 **Head of Element** means a position that is the designated head of an organisational unit in the University, for example, Head of School or Director of an administrative division.
- 10.2.21 **Misconduct** means conduct that is not serious misconduct but is nonetheless conduct that is unsatisfactory or inappropriate including but not limited to:
- a) wrongful or improper conduct of a kind which constitutes an impediment to the carrying out of an employee's duties or to the employee's colleagues carrying out their duties
 - b) dereliction of the duties required of the employee
 - c) refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.
- 10.2.22 **Nominated Representative** means a person the employee has requested to represent him or her and who can be an employee or an officer or employee of their union and is not currently practicing as a solicitor or barrister.
- 10.2.23 **HR** means the office of Human Resources at Griffith University.
- 10.2.24 **Primary Care Giver** means the person who is, for the relevant period, primarily responsible for ensuring that care is provided to their new born or adopted child.
- 10.2.25 **Procedural Fairness** means the following:
- a) An employee whose conduct and/or performance is in question:
 - i) must be informed of the case against them or their interests prior to any decision being made; and
 - ii) be provided with all material to be used by the decision-maker; and
 - iii) be given a reasonable opportunity to be heard (either in writing or orally) including the opportunity to answer any allegations, the material to be considered by the decision-maker and a reasonable time in which to respond; and
 - iv) be given a reasonable opportunity to provide any relevant material/evidence to be taken into consideration.
 - b) A decision-maker must not be biased (actual) or could be seen by an informed observer to be biased in any way (apprehended) in dealing with a matter during all stages of the decision-making process.
 - c) In making a decision, the decision-maker must:
 - i) only rely on logical and probative evidence;
 - ii) only take into account relevant considerations;
 - iii) not take into account irrelevant considerations;
 - iv) ensure that the decision is not unreasonable in the sense that no reasonable decision maker could have reached such a decision.
 - d) An employee is entitled to be represented by their nominated representative at any meeting with their supervisor or a management representative where conduct or performance is in question.
- 10.2.26 **Relevant Senior Officer** means an officer of the University that has an authority to exercise a delegation or act on behalf of the University.
- 10.2.27 **Serious Misconduct** means:
- 10.2.27.1 Conduct that is serious misconduct includes both of the following:
- a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
 - b) conduct that causes serious and imminent risk to:
 - i) the health or safety of a person; or

- ii) the reputation, viability or profitability of the employer's business.

10.2.27.2 For subclause 10.2.27.1a), conduct that is serious misconduct includes each of the following:

- a) the employee, in the course of the employee's employment, engaging in:
 - i) theft; or
 - ii) fraud; or
 - iii) assault; or
 - iv) sexual harassment or sexual assault; or
 - v) serious harassment; or
 - vi) serious bullying; or
 - vii) research misconduct; or
- b) the employee being intoxicated at work;
- c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

10.2.28 For paragraph 10.2.27.2b), an employee is taken to be intoxicated if the employee's faculties are, by reason of the employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the employee is unfit to be entrusted with the employee's duties or with any duty that the employee may be called upon to perform.

10.2.29 **Termination of Employment** means termination of employment at the initiative of the University and shall only occur as provided for in this Agreement.

10.2.30 **Union** means a union which is listed in herein.

10.2.31 **University** means Griffith University.

11. FLEXIBILITY

11.1 This clause constitutes the flexibility term referred to in section 202 of the *Fair Work Act 2009* (Cth).

An employee 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 the Annual Leave clause of the Agreement so that the employee may take additional annual leave as under the Flexible Work Year scheme;
- b) this arrangement meets the genuine needs of the University and the employee; and
- c) the arrangement is genuinely agreed to by the University and the individual employee.

11.2 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* (Cth); and
- b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
- c) will result in the employee being better off overall than the employee would be if no arrangement was made.

11.3 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 employee; and
- c) is signed by the relevant manager of the University and employee and if the employee 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 employee 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; and
 - f) does not require that anyone else approve it, other than the employee and the relevant manager of the University.
- 11.4 The University will give the employee a signed copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 11.5 The University or the employee 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 employee agree in writing at any time.
- 11.6 An employee may be represented by a Union or other representative of their choice in negotiating an individual flexibility agreement.

PART 2 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

- a) Upon engagement, the University shall provide to the employee an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement, including mode of employment, classification level, salary and the terms and length of any period of probation.
 - b) For a fixed term employee, this shall also include the term of the employment and the category under which the contract has been established for that employment.
 - c) For casual employment this shall also include duties required, the number of expected hours, the rate of pay and a statement that any additional duties required during the term will be paid for.
- 12. TYPES OF EMPLOYMENT**
- 12.1 Continuing Employment**
- A continuing appointment is employment with the University that is not continuing (contingent funded), fixed term or casual and may be subject to the successful completion of a probationary period.
- 12.2 Continuing (Contingent Funded) Employment**
- 12.2.1** An employee appointed to a position which is subject to contingent funding for a period of 12 months or more 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 unless 12.2.3 applies.
- 12.2.3** An employee may be appointed to continuing (contingent funded) employment using internal funds where the appointment is required to complement limited term external funding.
- 12.2.4** The following provisions do not apply to employees on continuing (contingent funded) employment:
- a) Change Management clause in respect to the contingent position that an employee occupies;
 - b) Termination of Employment clause except as specified in this clause;
 - c) Redundancy clause including payments that apply to employees employed on a continuing contract of employment;
 - d) Fixed Term subclause except as specified in this clause.
- 12.2.5** Where the funding that supports an employees' continuing (contingent funded) employment ceases the following provisions will apply:
- a) the University may transfer the employee to another equivalent position;
 - b) if, during the notice period specified herein, 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 employee 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 employee 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 employee.

12.2.6 It is not the intention of this clause that the conditions of employment of an employee be worse than had they been employed on a fixed term appointment subject to contingent funding. That is, an employee 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 an employee 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 employee will not enable them to complete the requirements of the position; or
- c) termination is under the provisions of:
 - i) Unsatisfactory Performance clause ; or
 - ii) Misconduct clause; or
 - iii) Managing Ill Health clause.

12.2.7 If an employee's employment is terminated the employee will be entitled to:

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

except that in the case of misconduct the relevant provisions will apply.

12.3 **Fixed Term Employment**

Fixed term employment with the University is an appointment made 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 5 years.

c) **Replacement Employee**

Replacement employee means an employee:

- i) undertaking work activity replacing an employee for a definable period for which the latter is either on authorised leave of absence or temporary secondment or alternate duties, and which such fixed term appointment may be terminated prior to the specified end date where the substantive employee being replaced returns to their position at an earlier time; or
- ii) performing the duties of:
 - (A) a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
 - (B) a vacant position for which the University is undertaking a review of the need to fill on a continuing basis and would otherwise be filled in the interim on a casual basis (such appointments will be limited to a maximum term of 12 months); or
 - (C) 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 an employee declares that it is their intention to retire, a fixed term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to 5 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 other 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) 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 currently pursued by the University.
- ii) 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.
- iii) Appointments made under this clause will be for a maximum period of 3 years.

- iv) 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.
- v) 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) A fixed term appointment may be made where a formal decision has been, or is likely to be, 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.
 - ii) 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.
- i) **Decrease in Enrolments**

In order to improve job security, this provision enables the University to use fixed term appointments in order to mitigate potential redundancies.

Consistent with the University's commitment to the appropriate use of casual employment, fixed-term appointments may be used for up to 3 years where:

 - i) there is a demonstrable likelihood based on available data of a significant decrease in enrolments; and
 - ii) this is likely to require a reduction in future staff numbers; and
 - iii) there is a need, in the period leading up to the decrease in enrolments, to cover work of a type that could reasonably be expected to be affected by the decrease in enrolments.

It is a requirement for the use of such fixed-term appointments that there is a correlation between the number of fixed-term appointments made and the numbers and area(s) of forecast decrease in enrolments.

If at the end of the fixed-term appointment, the work is considered to be continuing, the relevant employee(s) will be offered a continuing appointment where the employee(s) was appointed through a merit-based selection, has demonstrated continued satisfactory performance and where no continuing employees in substantively similar positions within the organisational area are proposed to be made redundant.

12.3.2 **Conversion from Fixed Term Employment**

12.3.2.1 Where an employee whose employment is currently funded from University operational funds and has been engaged over a period of 5 or more years on:

- a) 2 or more consecutive fixed-term appointments, or
 - b) on a continuing (contingent funded) appointment, or
 - c) a combination of fixed term and continuing (contingent funded) appointments,
- upon request they will, subject to 12.3.2.3, be converted to continuing employment, provided that the employee:
- i) was appointed through a merit-based selection process, for at least one of the appointments; and
 - ii) has consistent work performance that has not been assessed as unsatisfactory; and
 - iii) the work to be performed is the same or similar and within the same work unit; and
 - iv) has a contract or work that will last for a further two (2) years (or more).

- 12.3.2.2 Where a fixed-term employee whose employment is currently funded from external contingent funds has been engaged on 2 or more consecutive fixed-term appointments over a period of 5 or more years, upon request they will be converted to continuing (contingent funding) employment, subject to the same requirements i) – iv) as set out above.
- 12.3.2.3 Applications for conversion which meet the criteria specified in subclause 12.3.2.1 will only be refused on reasonable grounds which may include one or more of the following:
- a) the work being performed by the employee will cease within the following two years and there is no other suitable alternative work;
 - b) the employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
 - c) the employee has indicated their intention to retire within the next two years;
 - d) the employee was engaged as a replacement employee in accordance with subclause 12.3.1; or
 - e) the employee has a primary occupation within the University or elsewhere either as an employee or as a self-employed person.
- 12.3.2.4 Where the University determines a fixed term position is to be converted to a continuing position, the current 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.
- 12.3.2.5 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 the circumstances specified in subclause Categories of Fixed Term Appointment of this Agreement and the incumbent was appointed through a competitive and open merit selection process, the incumbent will normally be offered another appointment provided that the employee's performance is satisfactory.

12.3.4 **Notice of Renewal or Non-Renewal of Contract**

The notice period for renewal or non-renewal of a fixed term contract for an employee who is on a fixed term appointment is as follows:

Period of Continuous Service	Period of Notice
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

An employee 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:

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

12.3.5 **Payment of Severance**

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

- a) an employee is on a second or subsequent fixed term appointment for a specific task or project or for research and the same or substantially similar duties are no longer required by the University; or
- b) 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 employee's fixed term appointment and where the employee is advised in writing.

An employee is not entitled to severance pay when they transfer to subsequent employment that utilises the identical external funding source (e.g. same research grant) and/or with a University managed cognate entity.

Breaks between appointments of up to 2 times per year and of up to 6 weeks per occasion will not constitute breaks in service for the purpose of this clause.

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 "casualization" of bona fide continuing jobs.

- 12.4.1 Casual employment means that a person is engaged by the hour to perform work on an irregular and intermittent basis with no firm advance commitment to continuing and indefinite work according to an agreed pattern of work, and is paid on an hourly basis that includes a casual loading in lieu of Agreement based benefits not provided to casual employees, including penalties and loadings specified for employees and including all paid leave entitlements (with the exception of long service leave).

The casual loading will be: 25%

- 12.4.2 The span of hours is between 8:00am and 6:00pm on Monday to Friday, and will not exceed 7.25 ordinary hours per day.
- 12.4.3 The ordinary hours of work for casual employees, excluding unpaid meal break, will be an average of 36.25 hours per week, which may be averaged over a period of 4 weeks.
- 12.4.4 The minimum period of engagement for a casual employee will be 3 hours, except as follows:
 - a) Casual employees 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.
 - b) 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.

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

12.4.5 In order to meet personal circumstances, a casual employee may request and the University may agree to an engagement for less than the minimum 3 hours.

12.4.6 Conversion Process for Long Term Casual Employees

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

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

- a) 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 employee; or
- b) 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:

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

12.4.6.2 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 employee 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 employee is a genuine retiree;
- c) the casual employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks from the date of application;
- d) the casual employee has a primary occupation with the University or elsewhere, either as an employee 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.

12.4.6.3 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 employee work which is as regular and continuous as is reasonably practicable and will be consistent with the employee's casual engagement. The conversion offer will constitute an offer of employment and set out the type of appointment and terms of engagement.

Employees 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; and
- b) any applicable unpaid parental leave.

For a) above, 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 the Long Service Leave clause.

12.4.6.4 An employee 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 12.4.6.2c) 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.

13. MODES OF EMPLOYMENT

13.1 Full-time

Full-time employment means employment for the full-time normal hours averaging 36 hours and 15 minutes per week.

13.2 Part-time

Part-time employment means employment for a fraction of the normal hours of a full-time employee. All entitlements of an employee employed on a part-time basis in this Agreement are calculated on the relevant pro-rata basis or as specified.

13.3 Reversible Part-time Appointment for the Care of Dependants

13.3.1 Eligibility

Employees must have responsibility for the care of dependants at the time of application and may be required to show documentation of a dependant's need for care. Casual employees are not eligible.

13.3.2 Application

Applications for reversible part-time appointments will be managed in accordance with the University's policies, procedures and guidelines.

Any eligible employee 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 employee'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.
- c) In special circumstances, an employee may apply for a reduction of hours for a minimum of 6 months.
- d) The fraction of time worked and length of time for the reversible part-time appointment are to be negotiated with the Head of Element. Automatic reversion to their former status will occur at the end of the approved 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 employee.

The University's grievance procedures apply in cases where an employee wishes to contest the decision.

13.3.3 Employees will be paid on a pro-rata basis commensurate with their classification level. Benefits of employment 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 Flexible Work Year applications will be managed in accordance with the University's policies, procedures and guidelines as amended from time to time.

13.4.2 The flexible work year is intended to provide flexibility in employment for employees with family responsibilities and for employees who wish to extend their leave options for personal reasons. This scheme is to be available to all employees, except casual employees.

13.4.3 An application to participate in the flexible work scheme will be treated as an application for part-time employment. Employees 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.

Employee participation in the scheme is optional and at the request of the employee. The terms of participation in the flexible work year scheme will be subject to agreement between the employee and the University.

- 13.4.4 All leave entitlements, which accrue during the term of an employee'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).
- 13.4.5 Flexible work year leave accrued each 52 week period is expected to be fully utilised in that accrual period and taken prior to the taking of the employee's accrued recreation leave.
- Where an employee has not applied to utilise their flexible work year leave on an annual basis, or they have accrued in excess of 30 days annual leave, approval for the flexible work year arrangement may be withdrawn and the employee will revert to their substantive work arrangements.
- 13.4.6 All flexible work year leave is normally required to be fully utilised by the employee prior to the expiration of participation in the scheme. 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 employee.
- 13.4.7 Either the employee or the University may initiate negotiation of a variation of the approved arrangement, with changes normally subject to 3 months notice.
- 13.5 Term Employment**
- 13.5.1 Term employment may only be used in clinics operated within the Health Group. The purpose of term employment is to provide employment in these areas to provide services during teaching periods.
- A term employee 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 employee 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 employee will receive the entitlement of a full-time employee 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 annual leave during the employment period. Pro-rata annual leave is paid out at the end of each year unless an employee has taken recreation leave during the period of employment, in which case the employee will be paid at the time of taking leave.
- 13.5.5 Any employment with the University in addition to the period of term employment will be undertaken on a casual basis.
- 13.5.6 Where a casual employee is offered term employment they may:
- a) accept term employment with the salary averaged over a full year; or
 - b) reject the offer and elect to remain a casual employee
- 13.6 Workplace Flexibility**
- All reasonable requests for staff to work flexibly, including working from home, will be considered and dealt with as set out in the University's policies, procedures and guidelines.
- 14. WORK ALLOCATION**
- 14.1 The University acknowledges that work allocation for all employees will be reasonable and within the scope of the relevant position description, which will be reviewed at least annually as part of the performance review and work planning discussion. To ensure University employees are familiar with this provision, a copy of this clause will be included and explained when completing their induction to the University. The University and employees recognise the importance of a balance between working life and family/social responsibilities and work demands should fit within this principle. Work allocated to employees will be reasonable and manageable within the span of hours and ordinary hours of work as specified in this Agreement.
- 14.2 Managers of work units and supervisors of employees are accountable for allocating work in their areas of responsibility. This process considers input from staff in the area and takes into account the following aspects:

- a) 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).
- b) Quality of service provision and activity is at an appropriate level allowing for customer service to be maximised within available resources.
- c) Process improvement and ways to work more efficiently are identified and implemented.
- d) Resource and roster allocations in accordance with ordinary hours of work and ensuring account is taken of flexi time and TOIL entitlements.
- e) Adequate and appropriate training and development is provided for staff.
- f) Adequate provision is made for staff to access all forms of leave, including, where necessary, the provision of backfilling.
- g) 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.
- h) Unpaid overtime is not worked.
- i) Management of introduction to 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 an ongoing need to work excessive hours and/or accrual of excess recreation and long service leave.

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

- a) any risk to the employee's health and safety;
- b) the employee's personal circumstances including any family responsibilities;
- c) the needs of the workplace;
- d) the notification given by the University of the overtime and by the employee of their intention to refuse it; and
- e) any other relevant matter.

Employees will not be required to work excessive overtime on a regular or ongoing basis.

14.5 **Work Allocation Review Process**

Where an employee believes that the work allocation relating to their role is unreasonable, the following process should be applied to seek to resolve such concerns.

14.5.1 In the first instance, an employee(s) should raise any concerns regarding work allocation with their supervisor. Options and strategies to vary work allocation will be discussed and where agreed implemented and monitored.

14.5.2 If following efforts to resolve concerns as outlined above, the employee 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 employee and/or their nominated 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 in writing of the decision, and/or process for resolution within 10 working days.

14.5.4 Should the employee and/or their nominated 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 in writing of the decision, and/or process for resolution within 10 working days.

- 14.5.5 Should the employee and/or their nominated 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 Professional and Support Staff Consultative Committee (PSSCC) 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 PSSCC.

15. DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

- 15.1 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.
- 15.2 The procedures in this clause may be followed in the event that a dispute arises which relates to:
 - a) the interpretation, application or implementation of any provision of this Agreement; or
 - b) the National Employment Standards.
- 15.3 At any stage of this dispute procedure an employee may choose to be represented by a nominated representative.
- 15.4 The following procedures shall apply:
 - 15.4.1 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 normally extend beyond 10 working days. During this period the matter may be referred to the PSSCC.
 - 15.4.2 If the dispute is not resolved through the steps above the matter shall be referred to the Director, HR (or delegate) who shall attempt to resolve the matter and this should not normally take longer than 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.
 - 15.4.3 If the dispute is 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 the Fair Work Commission (FWC)

The Fair Work Commission 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 Fair Work Commission.

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

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
 - 15.4.4 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.
 - 15.4.5 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.
 - 15.4.6 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

16. PROFESSIONAL AND SUPPORT STAFF CONSULTATIVE COMMITTEE

The Professional and Support Staff Consultative Committee (PSSCC) will be maintained to facilitate the implementation, operation and application of this Agreement. The Committee will comprise up to 3 University representatives, 1 staff union member representative and 1 nominated officer from each of the relevant unions.

The Committee will meet on a quarterly basis. Additional meetings will be convened to discuss the implementation, operation and application of the Enterprise Agreement at the request of either party.

17. ABORIGINAL AND TORRES STRAIT ISLANDER, FIRST PEOPLES: EMPLOYMENT STRATEGY

- 17.1 The University is committed to the objective of increasing employment and professional development opportunities for Aboriginal and Torres Strait Islander, First Peoples at the University.
- 17.2 The University's Statement on Reconciliation confirms the University's commitment to promoting an environment valuing the cultures, knowledges and contribution of Aboriginal and Torres Strait Islander, First Peoples.
- 17.3 The University aims to achieve population parity and is committed to a target of 3.6% (2.6% as at December 2022) by the nominal expiry of this Agreement to increase overall Aboriginal and Torres Strait Islander, First Peoples employment at Griffith University. The University Council will develop Key Performance Indicators and will be responsible for monitoring the achievement of the targets identified in this Schedule.
- 17.4 Each Element will develop published strategies to be implemented to achieve these targets and report on a 6 monthly basis whether or not it has achieved the desired outcomes, and any barriers encountered, to the Aboriginal and Torres Strait Islander: First People Employment Committee. Where Element targets are not being met, the University and the NTEU will work together to consider reasonable measures to achieve targets in consultation with the Aboriginal and Torres Strait Islander: First Peoples Employment Committee.
- 17.5 An Aboriginal and Torres Strait Islander: First Peoples Employment Committee will be maintained as a sub-committee of the University Equity Committee, membership of which will include both union and Aboriginal and Torres Strait Islander, First Peoples representation and be chaired by the relevant Deputy Vice Chancellor. It will provide advice on the Aboriginal and Torres Strait Islander, First Peoples Employment Strategy and monitor and report on progress in employment strategies undertaken to achieve targets.
- 17.6 Where it becomes apparent that the University is not on track to meet its commitment as outlined in clause 7.4 of this Schedule the University will organise a meeting of the Aboriginal and Torres Strait Islander: First Peoples Employment Committee, the NTEU and Aboriginal and Torres Strait Islander employees to discuss options and strategies to assist the University to achieve the target.

18. CERTIFICATE OF EMPLOYMENT

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

PART 3 – SALARIES AND RELATED MATTERS

19. SALARIES

- 19.1 Employees employed by the University, other than casual employees, 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 employees will be paid a casual hourly rate for the relevant classification.
- 19.2 For employees covered by this Agreement, the following salary increases will apply:
- a) 2% (previously administratively paid) on the first available full pay period after 1 March 2022; and
 - b) 5% to be paid on the first available full pay period after 1 March 2023; and;
 - c) 3% to be paid on the first available full pay period after 1 March 2024; and
 - d) 2% to be paid on the first available full pay period after 1 October 2024; and
 - e) 2.5% to be paid on the first available full pay period after 1 March 2025.
- 19.3 A one off payment of up to \$1,000 will be payable to eligible employees on or after a successful ballot, in accordance with the University's published criteria.
- 19.4 Nothing in this clause prevents the University from utilising the Commonwealth Government Supported Wage System: Guidelines and Assessment Process.

20. PAYMENT OF SALARIES

- 20.1 Salaries prescribed by this Agreement are stated in annual rates for full-time employees and hourly rates for casual employees.

- 20.2 Payment of salaries will be by electronic funds transfer on a fortnightly basis. Payment notification will be via electronic pay slip delivery.
- 20.3 With the agreement of the University, an employee may, in writing, direct the University to pay all or part of the employee's salary to a third party.
- 20.4 Employees will be entitled, subject to satisfactory performance, to progress by annual increments to the top of the relevant salary range.
- A fixed term employee who has a period of continuous service shall be entitled to incremental progression over multiple appointments in the same way as an employee engaged on a continuing basis and breaks of up to 6 weeks will not constitute a break in service for the purposes of this clause.
- 20.5 Notwithstanding anything contained within the clause, the employee's salary rates as specified in Schedule 2 will be used as the basis for calculation of the following entitlement or amounts:
- a) termination payments, including superannuation, annual leave and long service leave
 - b) redundancy benefits
 - c) overtime and shift payments
 - d) leave loading
 - e) allowances
 - f) WorkCover
- 20.6 **Higher Duties**
- Employees who temporarily perform the duties of a higher level position will be recompensed during the period that they perform the higher level position in accordance with this clause and the administrative process will be managed in accordance with the University's policies, procedures and guidelines as amended from time to time.
- 20.6.1 A higher level salary rate will be paid to an employee when:
- a) performing higher level duties for a period of 2 or more consecutive working days where the position in which the employee acts is not higher than Level 4; or
 - b) performing higher level duties for a period of 5 or more consecutive working days where the position in which the employee acts is higher than Level 4; and
 - c) the percentage of higher level duties being undertaken is 30% or more.
- 20.6.2 The salary rate will be the employee's base salary rate of the higher classification unless it is specified at the commencement of the period of higher level duties that the employee 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 and will be specified in 10% increments subject to the minimum percentage as specified above.
- 20.6.3 The higher level salary rate will be paid in the following circumstances:
- a) For the full day where 50% or more of the day is worked at the higher level.
 - b) Split between two or more employees in proportion with the percentage of the duties undertaken by the respective employees where the position is shared by more than one employee.
 - c) During sick leave or annual leave where the duties are undertaken by the employee both immediately before and after the leave.
 - d) Included in any paid leave accumulated while the employee has been receiving the higher level salary for a period of 3 months or more, where leave is taken immediately following the period of higher level duties.
 - e) Increased in line with the position level increments where the period of higher level duties has exceeded 1 year.
- 20.6.4 Where an employee is permanently appointed to a position at the same level as the higher level duties, the period of previous continuous higher level duties will be recognised for the purpose of determining annual increments.

21. ALLOWANCES

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

Allowance	Frequency	March 2022	March 2023	March 2024	October 2024
First Aid Allowance	per fortnight	30.93	32.47	33.45	34.12
Furniture Handling	per day such work performed	2.95	3.10	3.19	3.25
On-Call Allowance	per week such duty performed	117.87	123.76	127.48	130.03
Overtime Meal Allowance	per occasion	17.72	18.60	19.16	19.54
Tool Allowance 1	per fortnight	58.95	61.89	63.75	65.02
Tool Allowance 2	per fortnight	44.22	46.43	47.82	48.78
Toilet Cleaning Allowance	per fortnight	19.14	20.09	20.69	21.11
Extreme Conditions Allowance	Ordinary time plus 25% from time of exposure to clean up				

21.2 Travel and Subsistence Payment

Travel and subsistence payments will be managed in accordance with the University's policies, procedures and guidelines.

The University 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.

Where an employee is required to travel outside of the normal span of hours, the relevant work unit will make an arrangement for consideration of the time necessarily spent travelling.

21.3 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.

22. SALARY PACKAGING

Employees who are employed on a continuing appointment, continuing (contingent funded) or fixed term appointment with greater than 12 months remaining on the contract, are eligible to take part in the salary packaging scheme. Casual employees are not eligible.

- 22.1 Notwithstanding the rates specified in Schedule 2, employees will continue to have the option to convert their salaries as prescribed by this Agreement to alternative benefits as being offered by the University as at the date of certification of this Agreement subject to the employee meeting, where applicable, the full cost of any fringe benefit tax or similar tax introduced by the Government. Participation is optional and is at no cost to current or future employees.
- 22.2 If legislative or other changes result in increased cost of salary packaging to the University, the University may elect to discontinue salary packaging.
- 22.3 Each employee who enters into a salary packaging agreement shall be entitled to withdraw from the agreement at any time providing the relevant notice period is given.

23. SALARY LOADING

The University acknowledges the importance of recognising, attracting and retaining employees. Salary loadings will be dealt with as set out in the University's policies, procedures and guidelines.

24. SUPERANNUATION

- 24.1 The University's nominated default superannuation fund is UniSuper. In the event that an employee does not choose an alternative complying fund to receive employer superannuation contributions, or the

University is not otherwise required by law to make contributions to an alternative fund, the University will make contributions to UniSuper.

- 24.2 The University will make 17% employer superannuation contributions to all continuing, continuing (contingent funded), and fixed term employees, subject to the terms of the employees' superannuation fund and any associated trust deed. If an employee has chosen a superannuation fund that does not accept a 17% employer superannuation contribution, the University will pay the highest allowable contribution up to 17%.
- 24.3 For all other employees, the University will make employer superannuation contributions of 10.5%, or the minimum compulsory employer contributions consistent with the Super Guarantee contributions as required by the relevant legislation, whichever is the greater.
- 24.4 The University may agree to adjust the employer contribution rate to the superannuation fund at the request of the employee provided that:
- a) the adjustment is permitted by law; and
 - b) the adjustment is consistent with the requirements of the superannuation fund ;

25. CLASSIFICATION PROCESS

Classifications will be undertaken in accordance with this clause and the process will be managed in accordance with the University's policies, procedures and guidelines.

A formal position description is required for each position, reflecting the current role and key accountabilities/responsibilities that the University requires of each position. The classification level of each position description is determined by comparison with the Position Descriptors detailed in this Agreement.

There is a formal classification process which determines the value and level of professional and support staff positions within the University. This process is set out in the HR Guidelines for the Conduct of Classifications. The conduct of classifications will be guided by the following principles:

- a) Processes will be defined, transparent and ensure accountable outcomes.
 - b) Processes will promote equity and consistency in position levels across the University.
 - c) Processes will facilitate the timely and cost effective conduct of classification and reviews.
- 25.2 The process enables an employee to request that their incumbent position be assessed for possible reclassification.
- 25.3 The classification processes must be timely. Formal requests for a review of classification of an incumbent position by an employee are considered by the relevant supervisor and Head of Element. These officers' comments form part of the documentation that is forwarded to HR.
- 25.3.1 The Head of Element will have a maximum of 6 weeks to consider and comment on a request for a review of a classification. Where a Head of Element has not finalised their comments by the 6 weeks' deadline, an employee has the right to forward the request directly to HR.
- 25.3.2 Any changes in classification will be back-dated to the date the classification questionnaire is received by HR, and in any event no later than 6 weeks from the date the completed questionnaire is provided to the Head of Element.
- 25.4 An independent trained job evaluator assesses the position and documents that assessment. The incumbent employee and relevant manager will be advised of the assessment recommendation.
- 25.5 The incumbent employee may request a review of the assessment within 7 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 employee will notify HR in writing of the request for review and attach any relevant supporting information and evidence to be taken into consideration.
- 25.6 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 employees who are available to participate on Review Panels. Where a trained nominee advises the Union and/or the University that they are no longer available to undertake assessments or reviews, the unions will nominate a replacement to be trained so that a pool of 3 trained union nominees can be maintained.

- 25.7 The role of the Review Panel members is to independently and objectively consider reclassification assessments and the request for a review submitted by the employee, including any supporting materials, and make a recommendation regarding the classification assessment. 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. Where Review Panel members are unable to agree on a particular case they may submit independent recommendations.
- 25.8 The assessment and recommendation, including a review recommendation where relevant, will be referred to the relevant delegate who will decide the outcome having regard to the recommendation(s).
Once the final decision has been made by the relevant delegate there is no further mechanism for appeal.
- 25.9 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.
- 26. 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.
- 26.1 Principles**
- Linked classifications are based on the following principles.
- 26.1.1 A proposal by an Element to create a linked classification position must be based on:
- a) needs of the work area;
 - b) strategic and operational planning for the area;
 - c) budgetary considerations; and
 - d) how these considerations relate to the position;
- The linked classification process is not a mechanism for rewarding or recognising individual performance.
- 26.1.2 A linked duty statement will be developed for each proposed linked classification and a further formal classification evaluation will be undertaken.
- 26.1.3 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.
- 26.1.4 An employee 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. An employee who is already at the top increment at the time of approval will be provided with that opportunity immediately.
- 26.1.5 Once an employee advances to the first increment step of the higher linked classification level, normal increment advancement will apply through that classification level.
- 26.1.6 Any employee 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.
- 26.1.7 The linked classification process cannot be used in reverse; that is from a higher base level classification position to a lower classification level.
- 26.1.8 Positions designated as linked classification positions may be reviewed at the time of filling a vacancy or at any time 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.

26.2 **Criteria**

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

- 26.2.1 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;
- 26.2.2 There is sufficient need for work at a higher, more complex level to justify the establishment of linked classifications;
- 26.2.3 Duties and responsibilities at the higher level require advanced skills, knowledge, training or qualifications; and the
- 26.2.4 Relativity issues with other positions in Element must be considered.

PART 4 - HOURS OF WORK

27. 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 the Variable Hours Arrangements clause or the Local Area Agreement clause. Other than clause 27.7, this clause does not apply to casual employees. The arrangements for casual employees are separately specified in this Agreement.

27.1 Full-time Employees

- 27.1.1 The ordinary hours of work for full-time employees will not exceed an average of 36.25 hours per week, to be worked on the basis of 145 hours within a work cycle across 4 consecutive weeks (two pay cycles).
- 27.1.2 The ordinary daily hours will not exceed 10 hours in a single work period [excluding overtime and unpaid meal breaks] unless otherwise agreed by the University and the employee.

27.2 Part-time Employees

- 27.2.1 Part-time employees work the fraction of full-time hours as defined in the employee's contract of employment.
- 27.2.2 Part-time employees 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.
- 27.2.3 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.
- 27.2.4 Where a part-time employee works additional ordinary hours within a work cycle across 4 consecutive weeks (two pay cycles) [not exceeding 10 hours in a single work period and excluding unpaid meal breaks], the total additional ordinary hours worked up to the full-time ordinary hours of 145 as defined in 27.1.1 will be paid at the ordinary time hourly rate.

27.3 Span of Hours

- 27.3.1 The normal span of hours will be 7.00 am to 7.00 pm for University employees employed in administrative roles.

For all other employees covered by this Agreement, the normal span of hours will be 7.00am to 6.00pm.
- 27.3.2 Hours worked in Digital Solutions and Library outside the normal span of hours of 7.00am to 6.00pm will attract the appropriate additional pay loadings as specified in this Agreement.

27.4 Additional Pay Loadings

27.4.1 Span of Hours

Where an employee, other than those in Digital Solutions and Library, is required to work outside the specified span of hours which does not constitute overtime, then payment, will be at the ordinary rate plus 50%.

27.4.2 **Weekend Work**

- a) Employees other than casual employees, shift workers and those working agreed variable hours or flexi time arrangements, who work between midnight Friday and midnight Sunday and within the normal span of hours will be paid at the ordinary rate plus 50%.
- b) Employees other than casual employees, shift workers and those working agreed variable hours or flexi time arrangements, who work between midnight Friday and midnight Sunday but outside the normal span of hours will be paid at the ordinary rate plus 50% for the first 3 hours and the ordinary rate plus 100% thereafter.

27.4.3 **Public Holidays**

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

27.4.4 **Digital Solutions and Library Only**

- a) Employees required to commence work prior to the span of hours or finish after the span of hours 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 27.4.4c), do not apply.
- c) Where employees, including part-time employees, are rostered to start later and finish outside the normal span of hours on a specified day to cover the operational requirements as specified in Schedule 3, a 15% pay loading will apply in addition to the ordinary rate of pay where:
 - i) an employee is rostered on a work day to commence at or after midday and finish outside the normal span of hours and at or before midnight, where the majority of the work day is worked between 2.00pm and 11.00pm; or
 - ii) an employee be rostered on a work day extending beyond midnight, where the majority of the work day is worked between 8.00pm and 8.00am.

27.5 **On-Call**

Where an Element has a need to have employees available to be able to undertake work outside normal working hours, employees may be scheduled on to an on-call roster. This process will be managed in accordance with the University policy, procedures and guidelines as amended from time to time.

27.5.1 The on-call allowance will be payable to employees rostered for call-out standby.

27.5.2 A kilometre allowance for use of a private vehicle from the employee's normal place of residence to the University and return will be paid for on-site call-outs. Travelling time to and from the employee's normal place of residence is part of the on-site call-out time.

27.5.3 For onsite call-outs, overtime will be paid in accordance with clause 29 with a minimum of 3 hours entitlement for each call-out. If the employee has returned home and is subsequently called out and required to re-attend the site, then the employee shall be entitled to a further call-out claim.

27.5.4 For home-based call-outs, overtime will be paid in accordance with clause 32, 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 employee from "home-base". The period of payment will commence from time of receipt of the call.

27.5.5 In cases of telephone or computer intervention, an employee receiving a further call-out within the minimum relevant call-out period shall be entitled to a single call-out claim. If an employee 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 employee shall be entitled to a further call-out claim.

27.5.6 Employees 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.

27.6 **Rest Break**

The following rest break entitlement shall apply to all employees other than casual employees and shift

workers.

27.6.1 Rest Pauses

- a) An employee working more than 7 consecutive hours in any one day (excluding any unpaid meal break) is entitled to 2 x 10 minute rest pauses (i.e. one in both the first and second half of their daily work) or 1 x 20 minute rest pause each day. Each employee who works less than 7 but more than 4 hours in any one day is entitled to 1 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.

27.7 Meal Break

The following meal break entitlement shall apply to all employees (including casual employees) other than shift workers.

An employee 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 employee and supervisor, but cannot be reduced below a minimum of 30 minutes.

Where an employee, due to operational reasons, is directed by their supervisor to work longer than 5 consecutive hours without an unpaid meal break, such employee 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.

28. SHIFT WORK

'Shift Worker', for the purpose of the NES, means an employee 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. Employees who undertake one or two late work days a week as described in herein will not for the purposes of this clause be considered to be a 'shift worker'.

28.1 Application

This clause only applies to employees undertaking rostered shift work (as set out above).

28.2 Shift Loading

A 15% shift loading is paid to shift workers in addition to the ordinary rates of pay:

- a) for an afternoon shift, which is a shift commencing at or after midday and finishing outside the normal span of hours and at or before midnight, where the majority of the shift is worked between 2.00pm and 11.00pm; or
- b) 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.

28.3 Meal and Rest Breaks

28.3.1 Meal Break

An employee 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.

28.3.2 Rest Pauses

- a) An employee working more than 7 consecutive hours in any one day is entitled to 2 x 10 minute rest pauses (i.e. 1 in both the first and second half of their daily work) or 1 x 20 minute rest pause each day. Each employee who works less than 7 but more than 4 hours in any one day is entitled to 1 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.

28.4 Minimum Break between Shifts

Every endeavour will be made to provide an employee with a 10 hour break between shifts. An

employee directed to recommence ordinary hours work without a 10 hour break 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.

28.5 Notification of Rosters and Changes to Rosters

28.5.1.1 Employees will be notified 1 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.

28.5.1.2 Late notification of changes within a roster will be by agreement between the University and the employee 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.

29. OVERTIME

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

29.1 Employees classified up to and including HEW 7 are eligible for paid overtime or time off in lieu in accordance with this clause. Employees 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 University may approve the payment of overtime for employees classified above HEW 7.

29.2 Overtime occurs where:

- a) a full-time employee works hours in excess of the ordinary or rostered hours of duty; or
- b) a part-time employee is directed to work more than 10 hours in a single work period (excluding unpaid meal breaks) and/or more than the full-time equivalent ordinary hours within a work cycle across 4 consecutive weeks (two pay cycles); and
- c) 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 (or the full-time equivalent ordinary hours for part-time employees) within a work cycle across 4 consecutive weeks;
- d) a casual employee is directed to work:
 - i) outside of the span of hours defined in clause 12.4.2; or
 - ii) over 7.25 ordinary hours in any one day; or
 - iii) over 36.25 hours per week.
- e) the employee'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 an employee 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 may, with approval, be treated as flexi time. Payment or time off in lieu will not be granted unless prior approval is given.

29.3 Overtime Rates

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

29.3.1 For all eligible employees (except employees engaged as tradespersons) the first 3 hours will be paid at ordinary rates plus 50%, and thereafter at ordinary rates plus 100%.

29.3.2 For employees engaged as tradespersons, the first 2 hours will be paid at ordinary rates plus 50%, and thereafter at ordinary rates plus 100%.

29.3.3 All overtime worked on Sundays will be paid at ordinary rate plus 100%.

29.3.4 The casual loading prescribed above at clause 12.4.1 will not be paid for overtime hours worked, and are not included in the ordinary rate for the purposes of calculating the overtime rates at clause 29.3.

- 29.3.5 The casual loading and overtime are not cumulative. Where a casual employee is entitled to more than one casual loading or overtime, the casual employee will be entitled to only the higher of those.
- 29.3.6 An employee who is not rostered on-call in accordance with sub-clause 27.5, 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.
- 29.4 **Time off in Lieu**
- The supervisor and the individual employee 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:
- 29.4.1 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.
- 29.4.2 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, an employee may accrue in excess of 5 days but this will not exceed 10 days. In this event, the employee 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.
- 29.4.3 Where a supervisor and employee 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.
- 29.4.4 Where an employee 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.
- 29.5 **Minimum break following overtime**
- 29.5.1 An employee who has worked overtime is entitled to a minimum break of 10 hours between the time of ceasing overtime work and next commencing ordinary work.
- 29.5.2 No deduction will be made from the employee's pay because of time lost when on this break.
- 29.5.3 An employee who is directed to recommence ordinary hours work without 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.
- 29.6 **Meal allowance during overtime**
- Meal allowance is paid in addition to any payment for overtime in the following circumstances:
- a) Monday to Friday: where the employee is required to work overtime for more than 1 hour before or after the employee's span of hours as defined in subclause 27.3.1 or 27.3.2 or 12.4.2 where the employee cannot reasonably be expected to return to her/his residence for a meal
 - b) Weekends or Public holidays: where an employee is required to work overtime on a weekend or on any public holiday for more than 4 hours, a meal allowance is paid
 - c) Where an employee 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
 - d) Where a staff member as described in (c) above 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 for more than 5 hours
30. **VARIABLE HOURS ARRANGEMENTS**
- 30.1 **Variable Hours**
- Variable Hours Arrangements will be managed in accordance with the University's policies, procedures and guidelines.
- 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 employee within it.
- Such an arrangement can only be introduced following consultation with, and agreement between, the supervisor of the organisational unit and each employee affected. As there is an ongoing requirement to

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

30.1.1 Exclusions

The provisions of this clause exclude employees whose work patterns are primarily shift work as defined in clause 28.

30.1.2 Hours of Duty

- a) A variable hours arrangement is a change to the existing span of hours worked by an employee.
- b) Hours of work for a full-time employee 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 employee 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) An employee will normally receive 2 consecutive days off in any 7.

30.1.3 Variable Hours Arrangements

- a) 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 employees.
- b) Variable Hours may be initiated by either the employee or the supervisor within an organisational unit and can only be implemented following consultation and agreement between the supervisor and the affected employee. 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.
- c) Where a supervisor wishes to vary the existing span of working hours of an employee, the reasons for and the benefits of the proposed variation should be discussed with all employees affected. Where an employee 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 employees who may be affected by the proposed variation.
- d) All reasonable requests by either the supervisor or the employee for additional flexibility or for changes to a variable hours arrangement should be given reasonable consideration.
- e) 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.
- f) 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.
- g) 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 employee 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 employee, by the giving of reasonable notice.
- h) If an employee or supervisor is unable to comply with a proposed variation to hours, the matter should be discussed fully between the supervisor and the employee 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 employee 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 employee may forward a copy of this record to their relevant union. Any disputes arising out of the implementation of this clause may be referred by either the employee or the supervisor to the procedure as contained in clause 15 "Dispute Avoidance and Settlement Procedure".

30.1.4 **Rates of pay for employees 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 28) 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 outside the normal span of hours and on Saturdays and Sundays.

30.2 **Flexi-time**

30.2.1 Subject to business and operational requirements, flexi time provides an employee with the opportunity to vary 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 30.1 'Variable hours' explains this option more fully.

30.2.2 The following points are indicative of flexi time:

- a) a proposal to vary working hours is made by the individual employee and which is subject to the agreement of their immediate supervisor;
- b) flexi time is calculated on the basis of time for time i.e.: 20 mins extra worked = 20 mins credit for flexi time.

30.2.3 The relevant Head of Element will assess whether flexi time is appropriate for an employee within the particular area, taking account of the business requirements.

30.2.4 Normally, an employee may accumulate flexi hours to a maximum of 2 days at any one time. Before accumulating in excess of 2 days the employee must receive approval by the relevant Head of Element or nominee.

30.2.5 Where accrued flexi time is in excess of 2 days, and genuine business reasons prohibit an employee 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.

30.2.6 Should accrual in excess of 2 days be carried forward, the employee 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 flexi time. Payment in lieu of accrued flexi time will be paid on a single time for time basis.

30.2.7 Accrued flexi time may be taken off work at a mutually agreed time between the employee 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.

30.2.8 Flexi time is not available to casual employees or shift workers.

30.3 **Changes to Regular Rosters or Hours**

Where the University proposes to introduce an ongoing change to the regular roster or ordinary hours of work of employees such change will occur in accordance with the Change Management clause in this Agreement, which will:

- a) discuss with the relevant employees the introduction of the change; and
- b) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

PART 5 – LEAVE ENTITLEMENTS

All leave entitlements, approvals and takings will be managed in accordance with the University's policy, procedures and guidelines.

All leave outlined in Part 5 excludes casual employees unless otherwise specifically stated.

Continuous periods of any form of leave without salary greater than 1 month will not count as service for the accrual of paid leave. This excludes unpaid parental leave taken in conjunction with paid parental leave, where paid leave accrues for periods of up to and including 3 months.

31. UNIVERSITY HOLIDAYS

- 31.1 The University will identify a minimum of three working days in December each year as a University closure for general operation.
- 31.2 Employees not required for duty will be granted University holidays during this period. University holidays are ex gratia and not debited against leave credits set out in Part 5.
- 31.3 The University will publish which days are identified as University holidays at least 6 weeks prior to the leave days taking effect.
- 31.4 Employees required for duty on any of the University holidays will be granted the equivalent number of substitute days off within the following year.

32. 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.

32.1 Work Performed on Public Holidays

Where an employee, other than a casual employee, 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 employee may agree to take time off in lieu for time worked on the public holiday. The employee 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.

32.2 Public Holidays Falling on a Shift Worker's Regular and Approved Rostered Day Off

For employees working shift work as defined in in this Agreement, where a public holiday falls on an employee's regular and approved rostered day off, they shall be entitled to one of the following at the discretion of the University:

- a) payment of an extra day's salary at ordinary time;
- b) an alternate day off to be taken at the discretion of the University; or
- c) the addition of an extra day to the employee's annual leave entitlement. This subclause shall not apply to casual employees and is not applicable to non- working days of part-time employees.

33. ANNUAL LEAVE

33.1 Entitlement

- 33.1.1 Full-time employees will accrue the hours equivalent of 20 days (145 hours) annual leave per annum. Part-time employees accrue annual leave on a pro-rata basis.
- 33.1.2 Full-time employees engaged on continuous shift work, on a 7 day per week roster shall be entitled to annual leave which will accrue at a rate of the hours equivalent of 25 days (181.25 hours) per annum.

33.2 Taking Annual Leave

- 33.2.1.1 Approval of leave will be at the discretion of the University having regard to operational requirements, and the employee's leave accruals and family responsibilities. When considering leave applications, the provisions of Work Allocation Clause of the Agreement will be taken into consideration. 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 employee.
- 33.2.1.2 Annual leave can normally be accrued up to 40 days, or 50 days in the case of full-time employees engaged in continuous shift work on a 7 day per week roster, (or pro rata equivalent for part-time employees), or greater amount as approved.
- 33.2.1.3 Where an employee seeks to carry forward from one year to the next, an accrual of leave over the maximum of 40 days, they must seek and obtain prior approval. At the time of application for excess leave carry over, the employee shall be required to submit an annual leave plan, which reduces the accrued balance to 20 days (pro rata for part-time employees).

- 33.2.1.4 Where such accruals are in excess of 40 days (50 days for shift workers as defined above and pro rata for part-time employees), the University may direct an employee to take such leave so as to reduce the employee's leave accrual balance to 20 days (pro rata for part-time employees), or as negotiated and approved as part of a leave plan.
- 33.2.1.5 An employee may apply to take a money equivalent of a portion of the leave accrual in excess of 20 days (pro rata for part-time employees). Where an employee applies to take a money equivalent, the application must also include a supporting absence request to take an equal or greater period of leave in addition to the money equivalent. Both the application to take a money equivalent and the application(s) to take a period(s) of leave are subject to approval.
- 33.2.1.6 Employees on fixed term appointments are required to take all accrued annual leave prior to cessation of the employment contract, except where there has not been adequate opportunity for the employee to take the leave. Where such leave is not applied for or not taken for reasons other than operation requirements, the University may direct an employee to take all or a portion of the accrued leave.
- Where, with approval, such leave is not taken due to operational requirements, payment in lieu of annual leave will be made on:
- a) resignation; or
 - b) completion of a contract.
- The University may in some circumstances approve the carry forward of unused accrued leave into a subsequent contract of employment with the University.
- 33.2.2 Annual leave cannot be taken during absences on workers compensation.
- 33.3 **Calculation of Annual Leave Loading Payment**
- 33.3.1 Annual leave payments for all employees (except for those undertaking continuous shift work) is calculated as follows:
- a) The employee'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.
 - b) Higher duties is payable during a period of annual leave when an employee has undertaken higher duties immediately prior to the leave and resumes higher duties immediately after the leave.
- 33.3.2 Annual leave payment for employees undertaking continuous shift work is whichever is the greater of:
- a) the salary payable for work in ordinary time according to the employee'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
 - b) the employee's ordinary salary (excluding shift penalties and weekend penalty rates) plus a leave loading of 17.5% of this amount.
- 33.4 **Illness while on Annual Leave**
- An employee who becomes ill during annual leave will be credited for approved sick leave periods of 3 or more consecutive days on submission of suitable evidence.
- 33.5 **Payment upon Cessation of Employment**
- On cessation of employment payment will be made in lieu of accrued annual leave. Payment will be made to the estate of a deceased employee in respect of accrued entitlement at the time of death.
- 34. SICK LEAVE**
- 34.1 **Entitlement**
- 34.1.1 Full-time employees accrue paid sick leave at a rate of the hours equivalent of 10 days (72.5 hours) per annum. Part-time employees accrue paid sick leave on a pro-rata basis.
- 34.1.2 Sick leave will continue to accrue and no payment will be made in lieu of accumulated sick leave.
- 34.1.3 An employee'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.

- 34.1.4 Should an employee exhaust their entitlement to paid sick leave, the employee may be granted unpaid sick leave.
- 34.1.5 For an employee 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.
- 34.1.6 An employee who is absent due to illness or injury for more than 3 consecutive days must provide appropriate certification or other suitable evidence in support of an application for sick leave.
- 34.1.7 Where an employee has a proven pattern of recurring absences on sick leave the University may require appropriate certification or other suitable evidence for each subsequent period of sick leave in the subsequent 6 month period.
- 34.1.8 Where an employee is absent on sick leave for a period of 4 weeks or more for reasons of a non-work related injury or illness, the University may require the employee to provide a report from their treating medical practitioner for the purposes of determining fitness to return to normal duties and the development of a suitable return to work program. The University will provide the employee with reasonable notice of the requirement (normally 15 working days) to produce the required report.
- 34.1.9 If in these circumstances the employee fails to provide the University such report within a reasonable time frame the University may initiate the Managing Ill Health provision of this Agreement to require the employee to undertake an independent medical examination where the University considers such a requirement appropriate.

35. LONG SERVICE LEAVE

35.1 Entitlement

- 35.1.1 Employees, including casual employees 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.

Long service leave will be paid at the rate applicable to the average of the employee's total service fraction at the commencement of the leave.

- 35.1.2 A casual employee will be entitled to long service leave as long as employment service is continuous, even though:

- a) some of the employment is not full-time;
- b) the employee is engaged under two or more contracts; or
- c) the employee 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.

If any of the employee's employment has been casual or less than full-time, the amount payable 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 employee that the entitlement to long service leave may be taken in the form of its full-time equivalent.

Where an employee 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 continuing and fixed term employees apply.

- 35.1.3 It is expected that the University and the employee will be able to agree on the timing of long service leave which is mutually convenient to the employee and the Element concerned. Applications for long service leave are subject to approval having regard to the circumstances and wishes of the employee and the capacity of the University to effectively meet its obligations.

However, an employee 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 delegate approves.

In special or emergent circumstances which would be notified to the employee in writing, the University may defer any employee's period of long service leave approved in accordance with this subclause, subject to the employee 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 employee and the University.

- 35.1.4 An employee may apply to take a combination of leave and a money equivalent of the leave applied for, subject to a minimum period of 2 weeks leave. Where an employee applies to take a money equivalent, the application must also include a supporting absence request to take no less than an equal period of long service leave in addition to the money equivalent. Both the application to take a money equivalent and the application(s) to take a period(s) of leave are subject to approval.
- 35.1.5 Once an employee has taken a period of long service leave of 13 weeks or more in duration the employee will normally be expected to serve a further 4 years before long service leave is again approved.
- 35.1.6 Long service leave can normally be accrued up to a maximum of 15 weeks.
- 35.1.7 Where an employee seeks to carry forward an accrual of leave over the maximum of 15 weeks from one year to the next, they must seek and obtain prior approval. At the time of application for excess leave carry over, the employee shall be required to submit a leave plan which reduces the accrued balance to no more than 9 weeks, and has been agreed and signed by their supervisor.
- 35.1.8 Where an employee has accrued a long service leave entitlement in excess of 15 weeks, the University may give the employee written notice to take up to 12 weeks of long service leave, at a time convenient to the needs of the University, provided that:
- a) the employee is given written notice of at least 6 months prior to the date on which leave must commence;
 - b) the employee will not be required to take long service leave within 24 months of an agreed date of retirement which is confirmed in writing;
 - c) the minimum period of leave the University can require an employee to take will be 6 weeks;
- In any case where an employee has taken leave pursuant to this subclause, the employee will not be directed to take a further period of long service leave for a period of 2 years after the end of the period of directed leave.
- 35.1.9 An employee who becomes sick for periods of 3 or more consecutive days during long service leave may apply for sick leave on production of appropriate certification or other suitable evidence. If approved, the employee will have their long service leave accruals re-credited for the approved period of sick leave.
- 35.1.10 Long service leave is exclusive of an eligible statutory public holiday occurring during the period of leave.
- 35.1.11 Periods of leave without salary granted to engage in a University approved secondment to an external organisation may be approved for that service to count for accrual of long service leave.
- 35.1.12 An employee who is eligible for long service leave will be entitled to payment in lieu on cessation of employment.
- 35.1.13 An employee 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 employee's employment under the following conditions:
- a) The employee's service ceases because of the staff member's death; or
 - b) The employee ceases the service because of:
 - i) the employee's illness or incapacity; or
 - ii) a domestic or other pressing necessity; or
 - c) The cessation is because the University:

- i) dismisses the employee for a reason other than the employee's conduct, capacity or performance; or
 - ii) unfairly dismisses the employee; or
- d) The cessation is because of the effluxion of time and:
 - i) the employee had a reasonable expectation that the employment with the University would continue until the employee had completed at least 10 years of eligible service; and
 - ii) the employee was prepared to continue the employment with the University.

35.2 **Recognition of Prior Service**

35.2.1 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 an employee 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 employees who are employed on a casual basis.

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

35.2.2 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.

35.2.3 The employee will normally be required to serve 3 years with the University before being eligible to take accrued long service leave or be paid in lieu, except in the following circumstances where payment in lieu of such leave will be made on cessation of employment:

- a) on death;
- b) on receiving a pension under a Superannuation Scheme.

36. **FAMILY AND SPECIAL CIRCUMSTANCES LEAVE**

36.1 **Entitlement**

An employee may take up to 5 days paid leave within a total calendar year for all absences arising from the circumstances outlined in this clause. This leave does not accumulate from one year to the next.

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

If an employee has used all their relevant paid leave entitlements, the employee may apply for a further period of leave without salary. Such leave will not be unreasonably refused.

36.2 **Family Circumstances**

Subject to 36.1, employees 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 5 days paid leave to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

Typical kinship or affective relationships include relationships with:

- a) A partner (including a former partner, a de-facto partner and a former de- facto partner);
- b) 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 employee or partner of the employee;
- c) Members of the extended family and/or community of Aboriginal and Torres Strait Islander: First People;
- d) Members of the extended family where there is a recognised cultural relationship to such persons.

In circumstances where the illness is of such a nature or frequency that all available family circumstances leave has been taken within the calendar year, the employee may utilise their accumulated sick leave to care for dependants consistent with the use of personal/carer's leave entitlements under the National

Employment Standards.

36.3 **Special Circumstances**

Subject to 36.1, an employee may be granted up to 5 days paid leave for reasons which are agreed by the Head of Element. This may include reasons to be pressing, or emergency circumstances, or a requirement to fulfil formal cultural obligations other than as mentioned elsewhere in this Agreement, and which preclude attendance at work.

37. **PARENTAL LEAVE**

Parental Leave provides the opportunity for employees to devote time to the care of their child or children during the first year of their parenting relationship.

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

37.1 **Eligibility**

An employee is eligible for 52 weeks continuous leave where:

- a) the employee is taking the role of primary care-giver of a child, whether through birth or adoption; and
- b) the employee complies with the provisions of this clause.

37.2 **Entitlement**

Parental Leave is normally taken for a maximum of 52 weeks, however an employee may apply for a further 52 weeks of unpaid parental leave. Accrued annual leave or long service leave may be taken during the parental leave period, or in addition to it.

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

The table below sets out the paid parental leave entitlements for eligible employees:

Prior Continuous Service with the University	Paid Parental Leave	Unpaid Parental Leave	Total
12 months or more	26 weeks (total parental leave and primary care giver leave)	26 weeks	52 weeks
1-11 months	1 week paid parental leave per month of service	Balance of 52 weeks	52 weeks

37.2.1 **Employees with Continuing Appointments**

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

- a) 12 weeks paid birth-related leave for a parent who has given birth, or is the primary carer in the case of adoption or where a surrogate has been used; and
- b) 14 weeks paid primary care giver's leave.

Employees employed on a part-time basis within the 12 months preceding or at the date of commencement of leave, will be entitled to paid leave calculated on a pro-rata basis based on the average of weekly hours worked in the 12 months preceding the date of commencement of the leave.

- c) The 12 weeks birth-related leave is normally only available to the employee who is the parent who has given birth or is taking on the primary care giver role from the outset in the case of an adoption or where a surrogate has been used. Birth-related leave for a parent who has given birth would normally commence no later than 3 weeks prior to the expected birth date unless medical evidence is provided to certify that the pregnant employee is fit to continue normal duty for a further period that extends to no later than the expected birth date.
- d) The 14 weeks primary care giver leave will be available for up to 12 months from the date of birth/adoption to an employee for the period(s) that they take on the primary care giver role, subject to satisfying employee's responsibilities requirements. This may continue to be the parent who has given birth, or initial primary care giver in the case of adoption or where a

parent used a surrogate, or the partner. The period of leave available to an employee who is a partner and a primary care giver will be reduced by the period of paid leave in excess of 12 weeks that a parent who has given birth receives from another employer. 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 parent who has given birth has ceased to be the primary care giver earlier than 12 weeks after birth for either medical or other significant reasons.

- e) In the case where both parents of the child are employed by the University, the entitlements listed herein can apply to either employee, providing that the employee applying is undertaking the role of the primary care giver. However, the total entitlement that will be available will be as if 1 employee had applied, regardless as to whether the role of primary care giver changes during the entitlement period.
- f) The paid leave period can be accessed in a number of ways within the 52 week maximum period and must be taken over a continuous period, except as specified below.
- g) Taking the full 26 weeks paid leave entitlement; the employee may opt for one of the following:
 - i) 26 weeks paid at 100% of normal salary; or
 - ii) 52 weeks paid at 50% of normal salary; or
 - iii) 14 weeks paid at 100% of normal salary, (unless a variation is approved by the relevant Head of Element on the basis of special circumstances and such approval will not be unreasonably withheld) other leave being utilised if required, for example as unpaid, annual leave or long service leave, with the remainder of paid parental leave utilised on return to work to enable the employee to work on a part-time basis, but still receive full salary. (Must have prior approval which will not be unreasonably withheld); or
 - iv) 21 weeks paid parental leave at 100% normal salary, 6 weeks of other leave being utilised if required; for example as unpaid, annual leave or long service leave, with the remainder of paid parental leave utilised on return to work to enable employee to work on a 80% part-time basis, but still received full salary for the next 25 weeks. (Must have prior approval of the Supervisor, which will not be unreasonably withheld).

37.2.2 **Employees with Fixed Term Appointments**

Fixed term employees who meet the eligibility requirements as described in this clause will have the same entitlements as those for continuing employees.

However, if the fixed term contract expires during the eligible period of parental leave the contract term will not be extended 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 in accordance with the Fixed Term Employment clause. The employee will cease to be an employee at this point and therefore not entitled to further parental leave unless re-employed and meeting the entitlement criteria.

37.2.3 **Employees with Casual Appointments**

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

- 37.2.3.1 Where the employee 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, HR to determine eligibility for parental leave.

37.3 **Other Leave**

Parental leave extends for a maximum of 52 weeks. Accrued annual leave or long service leave may be taken during the 52 weeks leave period, or in addition to the 52 weeks leave period but may not be taken in such a way to break up the paid parental leave, which must be taken in a continuous period as set out herein.

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

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

37.4 Continuity of Service

The period of time spent on parental leave is not treated as a break in service. Periods of paid parental leave will count as continuous service for calculation of entitlements for paid leave. Only up to 3 months of unpaid parental leave taken in conjunction with paid parental leave will accrue paid leave entitlements. Salary increments will not be affected by parental leave.

37.5 Unplanned Cessation, Miscarriage or Stillbirth

In the unfortunate circumstance that an employee's pregnancy terminates by either:

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

the employee 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 employee has commenced parental leave the employee will be entitled to up to 6 weeks paid leave, however any remaining parental leave entitlement would cease.

37.6 Notifying Changes in Circumstances

An employee may extend the period of parental leave if the employee provides at least 14 days written notice to the University before the original expiry date of the leave, provided the total period of parental leave is not more than 24 months.

37.7 Return to Work

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

Should the employee wish to return to work earlier than advised, the employee will need to submit a written request and approval will be at the discretion of the Head of Element and will be dependent upon operational needs and organisational arrangements.

An employee returning to work after a period of parental leave may apply to return on a reversible part-time basis in accordance with the Reversible Part-time Appointment for the Care of Dependents subclause of this Agreement.

The University supports parents to balance the demands of work and their role as a parent or carer. Employees are entitled to reasonable breaks to breastfeed and express within work hours as set out in the University's policies, procedures and guidelines.

37.8 Partner Leave

Where an employee (other than a casual employee) is not the primary care giver of a child and becomes a parent, whether through birth or adoption, the employee will be eligible for 10 days paid leave providing:

- a) the employee 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
- b) an employee employed on a part-time basis will be entitled to paid leave calculated on a pro rata basis; and
- c) the leave is to be taken at or about, but not normally prior to, the time of the birth/adoption and is not to be used in conjunction with primary care giver leave; and
- d) the employee complies with the relevant provisions in this clause.

Where an employee who is granted partner leave under this clause is subsequently granted primary care giver leave in accord with this clause, such leave entitlement will be reduced by the period of partner leave taken.

38. LEAVE WITHOUT SALARY

- 38.1 Employees can apply for periods of leave without salary where they do not have an entitlement for paid leave or where their entitlement has been exhausted.
- 38.2 The provision of leave without salary is not an entitlement. However it is recognised that individuals may need to apply for periods of leave without salary on compassionate or other compelling grounds. In all cases, applications will be considered by taking account of the employee's circumstances and of the University's operational requirements, which by necessity will take first priority.
- 38.3 Leave without salary will not be granted in broken periods, separated by public or University holidays, or periods of annual leave, and will be limited to a maximum of 12 months unless there are exceptional circumstances.
- 38.4 Public holidays observed during a period of leave without salary will form part of the period of leave.
- 38.5 Normally, applicants will be expected to have exhausted accrued periods of leave which are relevant to the purpose of the application.
- 38.6 Periods of leave without salary up to and including 1 month will not affect an employee's service increment or probation date and will continue to be regarded as qualifying time for long service, annual and sick leave. Periods greater than 1 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 1 month.

39. OTHER LEAVE

39.1 Bereavement Leave

An employee is, upon the death of person with whom employee 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.

39.2 Jury Service and Court Attendance Leave

Paid leave with salary will be granted to an employee required to serve as a juror or appear as a witness, for the period of attendance required in any Court of Law, provided the employee 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.

39.3 Reserve Forces Leave

- 39.3.1 An employee who is a member of the Defence Reserve Forces will be entitled to leave on full pay, for the purpose of undertaking service of up to 14 calendar days duration or up to 18 days where certified by the relevant Commanding Officer.
- 39.3.2 To claim this entitlement, an employee will inform the Director, HR of their Defence Force Reserves status on appointment and any subsequent change to that status.
- 39.3.3 Upon application for such leave, evidence of the necessity for attendance must be submitted and at the conclusion of such leave the employee must produce a Certificate of Attendance signed by the Commanding Officer.
- 39.3.4 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.

39.4 Emergency Services Leave

An employee who is a member of the State Emergency Services (SES) or equivalent community based emergency services entity, may, subject to approval, have up to 5 days paid leave per year (non-cumulative) to carry out duties associated with such service, provided that:

- a) the Head of Element is advised as soon as possible of a likely absence and the length of absence; and
- b) on return to work, the employee submits a certificate of official attendance signed by an officer of the relevant emergency services entity.

39.5 Workplace Relations Training Leave

An employee may be granted up to 5 working days leave on ordinary rates each calendar year (non-

cumulative), to attend union convened 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 union 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 employee. An employee who has exhausted the entitlement, and who has additional union representative responsibilities, upon request to the Director, HR, may be granted up to an additional 3 days.

39.6 Family and Domestic Violence Leave

39.6.1 An employee may experience family and domestic violence in their personal life that may affect their attendance or capacity to perform their work. In such cases an employee, including casual employees, may be granted up to 10 days leave each calendar year in accordance with legislation to attend to matters including, but not limited to:

- a) Medical appointments and legal proceedings;
- b) Protection of children and dependents;
- c) Other necessary actions associated with the violence.

39.6.2 An employee may be required to produce evidence that family or domestic violence has occurred, such as, a medical certificate, a document issued by the police service and/or court.

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

39.6.4 In circumstances where family and domestic violence is of such a nature and/or frequency the employee can apply to the Director, HR or delegate, to access any unused Family or Other Special Circumstances Leave and then any accumulated sick leave to attend to necessary related matters.

Further to the above, the employee can apply to take leave without pay, annual leave or long service.

39.7 Australian Aboriginal and Torres Strait Islander Cultural Obligations

An Australian Aboriginal and Torres Strait Islander employee is entitled to up to 5 days paid leave each calendar year (non-cumulative) to fulfil formal cultural obligations related to the culture with which the employee or the employee's partner, family and/or community group identifies.

The employee shall notify the University in advance.

39.8 Gender Affirmation Leave

An employee undertaking gender affirmation or defining their gender identity is entitled to up to 10 days paid leave each calendar year, for legal and/or surgical purposes related to that transition. This leave does not accumulate from one year to the next. An employee may also utilise leave without pay or accumulated sick leave entitlements for gender affirmation purposes.

PART 6 – PERFORMANCE REVIEW AND DISCIPLINARY PROCEDURES

40. PROBATION

Probation will be dealt with in accordance with the University's policies, procedures and guidelines.

The probation period is set prior to commencement of employment. A probationary period will not be required for a fixed-term employee on a second or subsequent reasonably contiguous appointment in a position of the same or similar duties.

The maximum period of probation will be six months.

As soon as possible, and normally not more than six weeks after commencement of employment, the supervisor will meet with the new employee to discuss and develop a probationary development plan.

40.1 Probationary reviews

The supervisor and employee 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 at or about the midpoint plus the final review of the employee's overall performance.

40.2 **Satisfactory Performance**

Where performance is assessed as satisfactory the employee's appointment will be confirmed.

40.3 **Unsatisfactory Performance**

Where the finding is that the employee's performance is unsatisfactory and sufficient progress has not been made the employee's appointment may be terminated at any time during the probationary period if the employee has not met the requirements of the position (as set out in the appropriate classification standards set out in Schedule 1) having had a reasonable opportunity to improve.

The Head of Element will make a report to the Relevant Senior Officer recommending termination of the employment of an employee on probation. The Head of Element will advise the employee of the recommendation, including any adverse material about the employee upon which the recommendation is based.

The employee will have an opportunity in which to provide a response to the recommendation directly to the Relevant Senior Officer and any such response will be taken into consideration by the Relevant Senior Officer when determining whether to terminate the employee's employment.

At all stages of the process set out in this clause 40.3:

- a) the principles of Procedural Fairness will apply.
- b) an employee is entitled to be represented by a nominated representative.

An employee or the University can terminate probationary employment by providing 2 weeks' notice, which may be paid in lieu at the University's discretion.

41. **PERFORMANCE REVIEW**

The Performance Review will be managed in accordance with the University's policies, procedures and guidelines.

The Performance Review will be formally conducted annually to assess performance, set goals, review work allocations, explore developmental opportunities, and discuss and plan leave options.

42. **UNSATISFACTORY PERFORMANCE**

This clause only applies to staff members in continuing, continuing (contingent funded) and fixed term appointments. An employee who is subject to unsatisfactory performance processes may be represented at any meeting in relation to the matter by their nominated representative.

42.1 **Preliminary Action and Counselling**

42.1.1 Where a supervisor is of the view that the employee's performance is unsatisfactory, the supervisor and employee shall attempt to resolve the performance concerns through a counselling process. A performance improvement plan, which may include support, training and development programs, and a reasonable timeframe, as developed in consultation with the employee at the time of discussion, will be provided to the employee to support improvement in the employee's performance.

42.1.2 The employee will be provided with copies of all documentation relating to the unsatisfactory performance and counselling and copies will be placed on the employee's file. The employee is entitled to provide a written response and this response will also be placed on the employee's file.

42.1.3 Where an employee's work performance does not improve, normally after the timeframe specified, or there has been a repeat of unsatisfactory performance, then formal action may be entered into.

42.2 **Formal Action**

42.2.1 The supervisor will discuss the matter of unsatisfactory performance with their Head of Element and the Director, HR, or delegate, will be notified prior to taking any further steps.

42.2.2 The supervisor will provide the employee 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 employee has the right to respond to an assessment of unsatisfactory performance through a written response, which will be considered by the supervisor.

All documentation will be kept on file and a copy provided to the employee. Documentation will include the employee's response to the assessment of unsatisfactory work performance.

- 42.2.3 If the employee'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, HR.

The report shall include copies of previous counselling, written notifications, any statement(s) made by the employee and a clear statement of aspects of performance considered to be unsatisfactory.

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

The Head of Element may recommend 1 of the forms of disciplinary action as defined in this Agreement.

The employee has 10 working days to submit a response to the Director, HR.

42.3 **Disciplinary Action**

- 42.3.1 The Director, HR (or delegated authority) will review all documentation, including any written submissions made by the employee.

- 42.3.2 In the event that the Director, HR (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 Head of Element.

- 42.3.3 Where the Director, HR (or delegated authority) considers that disciplinary action is warranted they will inform the employee, supervisor and Head of Element, in writing, of the decision and reasons for the decision regarding disciplinary action.

- 42.3.4 If the Director, HR (or delegate) determines to impose termination of employment, the employee or their nominated representative may refer to the matter to the Fair Work Commission.

- 42.3.5 The Fair Work Commission may settle the dispute by mediation, conciliation, expressing an opinion or making a recommendation.

- 42.3.6 If the conciliation process does not result in resolution of the dispute, the Fair Work Commission may arbitrate the dispute and make a determination which will be a decision for the purpose of Division 3 of Part 5.1 of the Act.

43. **DEALING WITH MISCONDUCT/SERIOUS MISCONDUCT**

- a) Allegations of Misconduct or Serious Misconduct will be managed in accordance with this Clause and the University's policies and procedures.
- b) Nothing in this clause will preclude the University from summarily dismissing an employee on the grounds of Serious Misconduct.
- c) For the purposes of this Clause "misconduct" and "serious misconduct" will mean the behaviour described in Subclauses 10.2.21 Misconduct and 10.2.27 Serious Misconduct.
- d) An employee against whom there are allegations of Misconduct or Serious Misconduct will at all times be afforded procedural fairness including in any investigation undertaken.
- e) All decisions to discipline or terminate the employment of an employee for Misconduct or Serious Misconduct will be in accordance with the provisions of this Clause.
- f) An employee 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 their nominated representative.

43.2 **Allegations of Misconduct or Serious Misconduct**

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

- 43.2.2 The Director, HR will consider whether the allegation(s) warrants formal action under these procedures. For the purpose of making that decision, the Director, HR may conduct or initiate a preliminary investigation which will be undertaken within a reasonable timeframe from the appointment of the investigator(s).
- 43.3 **No Further Action**
- Where the Director, HR determines that no formal action under these procedures is warranted, no further action will be taken.
- 43.4 **Formal Action**
- 43.4.1 If the Director, HR decides to proceed with formal action, they will:
- a) notify the employee in writing, setting out the allegation(s).
 - b) include sufficient detail to enable the employee to understand the nature of the allegation(s), and to properly consider and respond to them including any relevant documents.
 - c) inform the employee that they are entitled, within 10 working days of receiving a copy of the allegation(s), to submit a written response to the Director, HR.
- 43.4.2 Notification in writing will be deemed to have been served if sent by registered mail to the last known home address or to the University email address of the employee.
- 43.4.3 Depending on the nature of the investigation, the Director, HR (or delegated authority) may, require the employee to attend a meeting to discuss the allegations.
- 43.4.4 Depending on the nature of the allegation(s), the Director, HR (or delegated authority) may, without prejudice, determine that it is appropriate to suspend the employee with pay while an investigation is being conducted.
- 43.4.5 Following receipt of the employee's response, or if the employee does not respond having confirmed the employee was given an opportunity to respond, the Director, HR (or delegated authority) will consider the allegations and any relevant evidence, the employee's response and any mitigating circumstances. Following this, the Director, HR (or delegated authority) may:
- a) take no further action and advise the employee in writing of the decision;
 - b) require a further investigation to be undertaken in order to more fully establish the circumstances;
 - c) determine whether to recommend Disciplinary Action.
- 43.4.6 Where the Director, HR (or delegated authority) recommends Disciplinary Action, a report containing the Director's findings will be sent to both the employee and the Relevant Senior Officer. The employee, on receipt of the report, has 10 working days to provide a written response directly to the Relevant Senior Officer.
- 43.5 **Review**
- Where the Director, HR (or delegated authority) within the above report makes a recommendation for termination of employment the employee can, within 10 working days of receiving advice of the recommendation, request a review on the grounds of:
- a) an identified breach of the principles of Procedural Fairness; or
 - b) new information that could affect the recommendation to the Relevant Senior Officer has become known.
- 43.5.2 Where the employee requests a review the Director, HR will establish a review panel within 5 working days. The review panel is required to be available to convene and provide a report to the Relevant Senior Officer as soon as practicable and normally within 10 working days of being established.
- 43.5.3 A review panel will comprise:
- a) An employee nominated by the University, and
 - b) An employee nominated by the union following consultation with the employee.

- 43.5.4 The role of the review panel is to:
- a) consider the claim by the employee and any supporting material submitted by the employee;
 - b) Provide a report to the Relevant Senior Officer with their view as to whether the finding of Misconduct or Serious Misconduct is materially impacted by
 - i) the alleged breach of Procedural Fairness; or
 - ii) the new information provided.
- 43.6 **Decision Process**
- 43.6.1 The Relevant Senior Officer will, after receiving the report from the Director, HR (or delegated authority) and any response from the employee, and any review report, make a final decision in relation to the recommended Disciplinary Action, having regard to all available relevant material and submissions. The employee will be notified in writing of the decision.
- 43.7 **Other Matters**
- 43.7.1 Once an allegation of Misconduct or Serious Misconduct has been reported to the Director, HR (or delegated authority), all investigations and inquiries in relation to the allegation will be confidential. However, this will not prevent the employee or representatives of the University from disclosing the allegation or aspects of it in order to obtain evidence or advice relating to the allegation.
- 43.7.2 This clause does not constrain the University in any way from carrying out other investigations or reporting the allegation to an outside body (such as the Crime and Corruption Commission) relating to the consequences of conduct of an employee or former employee when required in the public interest or by law.
- 43.7.3 If at any time during the process described above, the employee offers to resign with immediate effect, the resignation will be accepted by the Director, HR (or delegated authority) and the employee's participation in the process will cease at that point.

PART 7 – CESSATION OF EMPLOYMENT

44. 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 employees or those engaged as apprentices, cadets, trainees or other such forms of traineeship arrangements. For termination of an employee during a period of probation, notice will be provided in accord with the Probation clause 40, except for reasons described in clause 423.

44.1 Notice of Termination by University

- 44.1.1 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.
- 44.1.2 Where the University has taken the decision to terminate the employment of an employee, the University shall give the employee the following specified period of notice:

Period of Continuous Service	Period of Notice
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

- 44.1.3 An employee 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.
- 44.1.4 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 employee would have received in respect of ordinary time should they have worked during the notice period.

- 44.1.5 Where the University has given notice of termination to an employee, the employee 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.

45. RESIGNATION

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

46. ABSENCE FROM DUTY

- 46.1 Where an employee 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 employee will be required to advise the supervisor of the nature and estimated length of the absence.
- 46.2 Where an employee'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.
- 46.3 Except in exceptional circumstances, failure by an employee to advise the University of the reason for any absence in excess of 10 sequential working days, may constitute abandonment of employment. In such cases, the University may initiate termination of employment and the notice provision under sub clause 44.1.2 will be applied.

47. JOB SECURITY

47.1 Commitment

The University is committed to retaining the services of, and offering ongoing opportunities to, existing employees. 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 the Change Management clause will be followed. There will be an active approach to redeployment as provided for in the Redundancy and Redeployment clause.

47.2 Related Measures and Guiding Principles

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

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

48. 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.

48.1 Consultation

- 48.1.1 When the University proposes a significant change to work organisation or proposes to introduce a change to the regular roster or ordinary hours of work of employees, consultation with affected employees and relevant union(s) will take place 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 employees. A reduction of 1 position in a structural change may not constitute significant change.

- 48.1.2 In relation to significant change, the University will consult for not less than 10 but generally 15 working days and 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:

- i) the rationale for the change, including financial information where relevant;
- ii) consideration of alternative strategies for dealing with the situation;
- iii) potential adverse effects on employees, including changes to workload or redistribution of tasks, if any, as a result of work proposed to cease;
- iv) strategies for avoiding or mitigating adverse effects, reasons why positions are considered surplus to requirements and how these were identified;
- v) the number and classification of affected position;
- vi) redeployment and retraining prospects for employees impacted by surplus position(s).

- 48.1.3 Where the proposed change is significant in nature, the matter will be placed on the agenda of the PSSCC. The PSSCC 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. In these circumstances the PSSCC will give consideration to an initial review paper to be developed and distributed by the University for consultation before a final change proposal is developed.

48.2 **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.

48.3 **Implementation and Review**

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

- a) the implementation of change; and
- b) if appropriate, review of the process and outcome(s).

The University will provide a written summary response to the feedback received during the consultation period to the affected staff, unions and PSSCC.

48.4 **Redeployment and Redundancy**

Should the changes involve the potential of positions becoming surplus to requirements, the Redundancy and Redeployment clause will apply.

48.5 **Contracting Out**

- 48.5.1 The University will provide due notice and consult with affected employees and the relevant unions where there is a proposal to contract out work that is currently carried out by University employees. Consultation and decision making will be in accordance with subclauses 48.1 to 48.4 above.

- 48.5.2 Where the University has decided to contract out to another organisation it will:

- a) upon request, provide the tender documentation to the relevant affected employees to enable them to tender for the work in competition with external providers; and
- b) endeavour to negotiate employment arrangements with the contractor and relevant unions to assist displaced University employees to move to, or have the option of employment with the outside contractor.

- 48.5.3 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 employees (e.g. training in the safe use of new equipment).

49. REDUNDANCY AND REDEPLOYMENT

The provisions of this clause will not apply to casual, fixed term and continuing (contingent funded) employees. Contiguous prior casual, fixed term or continuing (contingent funded) service does not count as service for calculating redundancy pay and notice entitlements.

- 49.1 Employees have the right to be represented by a nominated representative throughout all stages of the process.

- 49.2 Where the University proposes a significant change to work organisation that may involve positions being declared surplus to requirements, initial consultation with affected employees and their nominated representative(s) and union will occur in accordance with the Change Management clause.

- a) In accordance with the Job Security clause, measures to mitigate potential redundancies may include:
- b) transfer or secondment;
- c) pre-retirement contracts;
- d) retraining and redeployment; and
- e) natural attrition.

Should a position be identified as surplus to requirements, the University will ensure that there is an active approach to redeployment and retraining to identify 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:

- a) management initiated changes to the structure of an element which significantly affect the duties of a position;
- b) a decision to cease offering or to vary the academic content of any course or program or combination or mix of courses or programs conducted on one or more campuses;
- c) financial exigency within an organisational unit or cost centre;
- d) changes in technology or work methods;

and 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 Salary Rate

All redundancy payments will be calculated on the relevant salary rate of the employee's substantive position as at the date of cessation of employment.

49.5 Service Fraction

An employee who has worked different modes of employment on a continuous basis (e.g. full-time or part-time), will have the equivalent full-time years of service used in the calculation of their redundancy package.

For example, where an employee has served for 10 years, 8 years on a full-time basis and 2 years on a 50% part-time basis, this service will equate to 9 years full-time service.

The exception to this is that in the case of an employee who is on a reversible part-time appointment under the provisions of this Agreement as at the date of cessation of employment, the employee's substantive normal hours of work will apply for the duration of the current reversible part-time appointment.

49.6 Process for Nominations for Voluntary Redundancy

49.6.1 Once a definite decision is made that positions are surplus to requirements, the University will, wherever possible, manage the proposed reduction through a voluntary process by seeking nominations from employees for redundancy. The arrangements for the voluntary nomination process will be notified to the affected employees and unions and include information about the numbers and classifications of surplus positions, the timelines for the process and, where appropriate, any conditions for acceptance of a nomination.

49.6.2 The Relevant Senior Officer 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.

49.6.3 An employee whose nomination is accepted will be regarded as having elected for early separation and the redundancy benefits will be as set out herein. The employee will be notified of the date of effect and redundancy benefits payable.

49.7 Position Redundancy Notification

Where a voluntary redundancy nomination process does not achieve the required reductions, or a voluntary redundancy nomination process was not undertaken, the University may declare a position or positions redundant. Each affected employee will be notified in writing that their position is redundant. This advice will constitute the official notification to the individual concerned that they are being made redundant and is to include the following:

- a) the reasons for termination;
- b) timeframe over which the termination of employment is to occur;
- c) options available to employees being early separation or redeployment;
- d) an indication of the redundancy benefit payable including annual and long service leave entitlements, where applicable.

49.7.2 Leave to Seek Employment

From the time an employee 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 Senior Officer.

49.7.3 Transition Period

A 12 week “transition period” will begin at the redundancy date specified in the written notification provided to the employee whose position is affected. By the expiration of 2 weeks from the beginning of the transition period, the employee must indicate to the University which of the following options they wish to choose:

- a) to elect early separation and include the unexpired portion of the transition period in the employee’s redundancy benefits; or
- b) to seek redeployment within the University:
 - i) at current location only; or
 - ii) at current location and others specified; and
 - iii) at current HEW level only; or
 - iv) at either current HEW level or one level lower; or
 - v) at either current HEW level or up to two levels lower.

49.7.4 Early Separation

Where an employee elects early separation the employee’s redundancy benefits will be paid on termination, calculated as follows:

- a) payment in lieu of salary for the unexpired portion of the 12 week transition period;
- b) all accumulated annual leave; and
- c) pro rata long service leave where recognised service is more than 5 years; and

- d) 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.

47.1.1 **Redeployment**

Redeployment will be managed in accordance with this clause and the University's policies, procedures and guidelines as amended from time to time.

The redeployment process will commence from the date the employee elects to seek redeployment and continue until the expiration of the transition period. The 12 week "transition period" may be extended by the University for the purpose of redeployment.

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

An employee may be redeployed to a fixed term position as a temporary redeployment measure. The employee in this case would retain existing entitlements and remain continuing or continuing on probation. During this period, the University may redeploy the employee to a continuing position. On completion of a fixed term appointment, if the employee has not been redeployed or converted to a continuing position, the employee will return to the redeployment process for the unexpired portion of their transition period.

49.7.5 **Salary Maintenance**

When an employee is 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 during the transition period and for a total after this period of:

- a) 16 weeks where the redeployment position is 1 level lower; or
- b) 20 weeks where the redeployment position is more than 1 level lower.

Any increment that falls due within this period will be paid. At the conclusion of this salary maintenance period, the employee will be paid at the top increment of the lower level.

49.7.6 **Redeployment Process**

49.7.6.1 Where an employee chooses redeployment HR will:

- a) interview the employee to ascertain career interests/aspirations, experience/skills, knowledge and training needs.
- b) assist in developing a Curriculum Vitae, letter of application and in preparing for interviews.
- c) monitor potential vacancies and keep a record of all employees to be redeployed. Employees being considered for redeployment will be informed of potential vacancies and provided with details including position descriptions.

49.7.6.2 Where an employee is being considered for a vacant position and satisfies the requirements of the role, or would do so with reasonable training, the Chair of the Selection Committee, in conjunction with HR, will interview the employee prior to any advertisement being placed. In the case where there are two or more employees to be considered for redeployment to one position, the merit principle will apply.

49.7.6.3 Should the interview process confirm that the employee is suitable, or would be with reasonable training (normally 6 months), redeployment will be effected at the earliest possible date. The necessary training will be carried out by the University in paid time and any associated course costs paid by the University.

49.7.6.4 If the employee is not considered suitable for the vacant position the area with the vacancy will be required to discuss with the Director, HR why the employee does not meet the requirements of the position. Where the Director, HR is satisfied with the decision, the employee may then be given feedback by the Chair of the Selection Committee or the supervisor. Where there is disagreement on whether the employee is considered as a suitable appointee, the Relevant Senior Officer is the authorised arbiter.

49.7.6.5 Redeployment will be deemed to have ended when the employee:

- a) is redeployed to an alternative continuing position; or

- b) has not been redeployed to an alternative position by the end of the “transition period”; or
- c) 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 employee and their nominated representative, represents a suitable and reasonable redeployment. In such cases the University’s obligations and the employee’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.

49.7.7 **Relocation**

Where applicable, an employee will, subject to the requirements and provisions of the University’s relevant policy and procedures, be entitled to all reasonable expenses associated with moving a household to a new location in the event of redeployment.

49.8 **Retrenchment**

Where an employee is not redeployed to a suitable alternative position during the “transition period”, the employee will be retrenched and will be entitled to:

- a) all accumulated annual leave; and
- b) pro rata long service leave where recognised service is more than 5 years; and
- c) 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.

49.9 **Re-employment**

Employees who have their employment terminated under the provisions of clause 49 are ineligible for re-employment to any position for a period of 12 months from date of separation unless otherwise approved by the Director, HR.

PART 8 – OTHER MATTERS

50. MANAGING ILL-HEALTH

50.1 Managing Concerns of Ill-Health

These provisions will be managed in accordance with the University’s policy, procedures and guidelines.

- 50.1.1 In the course of employment, an employee may become injured or ill. The spectrum of ill health cases may or may not be related to the employee’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 employee from undertaking the requirements of the contract of employment.
- 50.1.2 The Director, HR may direct an employee with not less than 6 weeks notice to undertake an independent medical assessment by a University appointed registered medical practitioner where the capacity of the employee to perform his or her duties is in doubt.
- 50.1.3 Where the Director, HR directs an employee to undertake a medical examination it will be at no cost to the employee.
- 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 an employee’s capacity to work.
- 50.1.5 The Director, HR will provide an employee with written notice of not less than 6 weeks 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 employee will be given reasonable notice and advised in writing of:
 - a) the reasons why the assessment is being undertaken;
 - b) the purpose of the medical assessment;
 - c) the role of the registered medical practitioner;

- d) advice on the employee's options regarding retirement or temporary disability pursuant to the rules of the relevant superannuation fund; and
- e) 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 University and to the employee.

50.1.7 Should the outcome of the medical assessment be any of those listed in subclause 50.1.5e)i) to v) above, then the University and employee 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 employee to undergo a medical examination, an employee 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 be suspended.

50.2.2 The employee 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 employee 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 employee, following a period of receipt of a temporary disability benefit, is capable of resuming work, the University may disagree with this decision and proceed in accordance with the procedures set out herein.

50.3 **Termination on Grounds of Ill-Health**

50.3.1 Where the superannuation fund decides that the employee 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 as set out below.

50.3.2 If the medical examination reveals that the employee 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 University may terminate the employment of the employee with the relevant notice period.

Prior to taking action to terminate the employment of an employee, the relevant delegated authority will offer the employee 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 an employee to agree to attend an appointment to undergo a medical assessment or cooperate fully at that assessment, as requested within 6 weeks of a written notification to do so, will be taken as prima facie evidence that such a medical assessment would have found that the employee 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 employee 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.

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

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

Accordingly, the University is committed to:

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

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

Heads of Element should make appropriate budgetary provisions for equitable access to training and development.

52.3 Training and career development opportunities undertaken by an employee will be based on:

- a) the current and future skill needs of the work area and the individual employee;
- b) the relevance of the activity to the needs of the University and the individual employee;
- c) encouraging employee' participation in on-the-job/off-the-job training within the appropriate budgetary provisions;
- d) 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 An employee shall at all times have the right not to undertake employment overseas if this is not a specified requirement of their position description or contract of employment.

54.2 Where an employee agrees to undertake overseas employment, such employment shall be included as part of the employee's normal work allocation.

54.3 Work arrangements for overseas employment will be advised to the employee 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 An employee 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 an employee 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 employees, both personally and professionally, and can have a detrimental effect on the workplace and the University as a whole. The University and employees 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 relevant University policies, procedures and guidelines.

55.1 The following are examples of behaviours that may constitute bullying in the workplace:

- a) including pushing, shoving, tripping you in the workplace or threats;
- b) being harassed or abused;
- c) insulting or offensive language;
- d) spreading misinformation or malicious rumours about you – including online posts;
- e) people posting information about you online without your permission;
- f) violence; or
- g) initiation or hazing - where you are made to do humiliating or inappropriate things in order to be accepted as part of the team;
- h) unreasonable work scrutiny;
- i) unreasonably change and/or setting impossible deadlines, tasks or targets;
- j) unreasonable criticism of someone's work or behaviour;
- k) unreasonable blocking of promotion, training, development or other work opportunities;
- l) "upwards bullying" where employees bully managers for example by spreading rumours, making snide remarks, purposely skipping meetings and missing deadlines, ignoring the manager's views and opinions, abusive rude and belittling, intimidating sarcastic comments in person or via phone calls, emails, notes, etc.; interference with a person's workspace, work materials, equipment or personal property, apart from that which is necessary for the ongoing work of the business unit.

55.2 Some examples of behaviours that may not constitute bullying in the workplace:

- a) management action carried out in a reasonable way;
- b) performance management processes;
- c) disciplinary actions;
- d) allocated work in compliance with systems and policies;
- e) action taken to transfer or retrench an employee if done reasonably and in accordance with procedures;
- f) a decision not to promote having regard to appropriate procedures;
- g) managing an employee's injury or illness;
- h) expressing differences of opinion;
- i) constructive and courteous feedback, counselling or advice about work- related behaviour and performance; or
- j) making a complaint about a manager's or another employee's conduct;

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 employees at the University. An employee is entitled to have Union representation in relation to any matter which arises under the provisions of this Agreement.

56.2 The University will not discriminate against or prejudice an employee 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:

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

56.4 Union Meetings

Employees covered by this Agreement may attend up to 4 Union meetings per calendar year conducted by Unions, at which employees 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 employees have Union representative roles, such as Union officials, delegates and representatives. The University shall actively support employees 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 employee's 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 employees 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 University's policies, procedures and guidelines as amended from time to time. An employee is entitled to have representation at all stages of this process.

58. INTELLECTUAL AND ACADEMIC FREEDOM

58.1 It is recognised that some professional or support employees will be engaged in academic work as an element of their overall workload. When professional or support employees are directly engaged in academic work, particularly teaching and research, they will have the same intellectual and academic freedom rights as a Griffith

58. SIGNATORIES TO THE AGREEMENT

Signature for Griffith University

Full Name

Position

Address

ABN



CAROLYN MAREE EVANS

Vice Chancellor and President

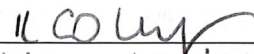
170 Kessels Road, Nathan Qld 4111

78 196 994 461

Witness Signature

Full Name

Address



KELLY LOUISE COLLIER

170 Kessels Road, Nathan Qld 4111

Signature for

Signed for

Full Name

Position

Address

ABN

National Tertiary Education Industry Union

4 Briggs Street, Taringa Qld 4068

37 579 396 344

Witness Signature

Full Name

Address

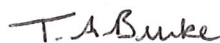
Signature for

Signed for

Full Name

Position

Address



Representative of the employees covered by the Agreement

Theresa Ann Burke

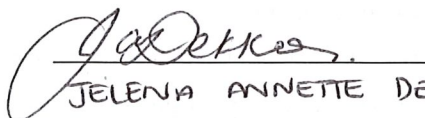
Talent Acquisition Partner

170 Kessels Road, Nathan Qld 4111

Witness Signature

Full Name

Address



JELENA ANNETTE DEKKER

170 Kessels Road, Nathan Qld 4111

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 employee 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 course of study over and above a trade certificate and less than an advanced certificate.

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

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

Degree: 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 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 employees 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 an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available.

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

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

Higher Education Worker Level 1

Training level or qualifications:

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

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

Occupational equivalent:

Cleaner, labourer, trainee for level 2 duties.

Level of supervision:

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

Task level:

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

Organisational knowledge:

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

Judgement, independence and problem solving:

Resolve problems where alternatives for the job-holder are limited and the required 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 employees which is based on a broad knowledge of the employee's work area/responsibility, including

knowledge of the functions carried out and the location and availability of particular personnel and services.

Judgement, independence and problem solving:

- Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work 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 employees may be required.

Task level:

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

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.
- Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In *clerical positions*, 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 employees 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 employees 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 (i.e. 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 employees.

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 employee in an outposted service.

In administrative positions,

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

In professional positions and under professional supervision:

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

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 employees.*

Task level:

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees 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 employees.

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 employees 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 employees.

Task level:

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

Organisational knowledge:

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

Judgement, independence and problem solving:

Responsible for 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 employees.

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 employees.

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 employees and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

Schedule 2 – Professional and Support Staff Salary Rates

Level	Step	March 2022	March 2023	March 2024	October 2024
HEW Level 1	1	51,470.07	54,043.57	55,664.88	56,778.18
HEW Level 1	2	52,632.70	55,264.34	56,922.27	58,060.71
HEW Level 1	3	53,799.34	56,489.31	58,183.99	59,347.67
HEW Level 2	1	54,949.93	57,697.43	59,428.35	60,616.92
HEW Level 2	2	56,186.86	58,996.20	60,766.09	61,981.41
HEW Level 3	1	57,431.82	60,303.41	62,112.51	63,354.76
HEW Level 3	2	58,917.72	61,863.61	63,719.52	64,993.91
HEW Level 3	3	60,405.64	63,425.92	65,328.70	66,635.27
HEW Level 3	4	61,907.62	65,003.00	66,953.09	68,292.16
HEW Level 3	5	63,485.90	66,660.20	68,660.00	70,033.20
HEW Level 4	1	65,112.38	68,368.00	70,419.04	71,827.42
HEW Level 4	2	66,907.52	70,252.90	72,360.49	73,807.70
HEW Level 4	3	68,700.66	72,135.69	74,299.76	75,785.76
HEW Level 5	1	70,491.80	74,016.39	76,236.89	77,761.62
HEW Level 5	2	72,632.31	76,263.93	78,551.84	80,122.88
HEW Level 5	3	74,780.87	78,519.92	80,875.51	82,493.02
HEW Level 5	4	76,935.45	80,782.22	83,205.68	84,869.80
HEW Level 5	5	79,079.99	83,033.99	85,525.01	87,235.51
HEW Level 6	1	81,226.52	85,287.85	87,846.48	89,603.41
HEW Level 6	2	83,917.25	88,113.11	90,756.50	92,571.63
HEW Level 6	3	86,640.13	90,972.14	93,701.31	95,575.33
HEW Level 7	1	89,384.93	93,854.18	96,669.80	98,603.20
HEW Level 7	2	93,114.00	97,769.70	100,702.79	102,716.84
HEW Level 7	3	96,838.90	101,680.85	104,731.27	106,825.90
HEW Level 8	1	100,567.97	105,596.37	108,764.26	110,939.54
HEW Level 8	2	104,754.56	109,992.29	113,292.06	115,557.90
HEW Level 8	3	108,936.97	114,383.82	117,815.34	120,171.64
HEW Level 8	4	113,136.09	118,792.90	122,356.68	124,803.82
HEW Level 9	1	117,320.60	123,186.63	126,882.22	129,419.87
HEW Level 9	2	121,515.53	127,591.31	131,419.05	134,047.43
HEW Level 10	1	125,781.51	132,070.58	136,032.70	138,753.35
Research classifications					
Research Assistant Grade 1	1	66,885.44	70,229.71	72,336.60	73,783.33
Research Assistant Grade 1	2	70,738.78	74,275.72	76,503.99	78,034.07
Research Assistant Grade 2	1	74,586.09	78,315.40	80,664.86	82,278.16
Research Assistant Grade 2	2	78,437.43	82,359.30	84,830.08	86,526.68
Snr Research Assist Grade 1	1	82,288.76	86,403.20	88,995.30	90,775.20
Snr Research Assist Grade 1	2	85,427.62	89,699.00	92,389.97	94,237.77
Snr Research Assist Grade 1	3	88,624.49	93,055.71	95,847.39	97,764.33
Snr Research Assist Grade 1	4	91,879.34	96,473.31	99,367.50	101,354.86
Snr Research Assist Grade 2	1	100,139.69	105,146.68	108,301.08	110,467.10
Snr Research Assist Grade 2	2	103,893.83	109,088.52	112,361.18	114,608.40

Schedule 3 – Conditions of Employment, Griffith University Early Childhood Education Centres

1. TITLE

Conditions of Employment - Griffith University Early Childhood Education Centres

2. APPLICATION OF SCHEDULE

2.1 This Schedule will apply to employees engaged in the callings and classifications set out in this Schedule and who are employed by the University at or in an Education and Care Service as defined in 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.

3. OPERATION OF SCHEDULE

Unless otherwise specified in this Schedule, the provisions of the Agreement will not apply.

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	Type of Employment
7	Probation
8	Classifications and Wage Rates
9	Mixed Functions: approved Person Performing Higher Duties
10	Hours of Work/Rostered Days Off
11	Non-Contact Time: Group Leaders, Directors and Teachers
12	Meal Breaks
13	Rest Pauses
14	Overtime
15	Annual Leave
16	Leave over Christmas/New Year Period
17	Attendance at Meetings
18	Licensing and Certificate Costs
19	Vaccination Costs
Appendix 1	Employment Classifications

5. DEFINITIONS

- 5.1 Agreement** means the Griffith University Professional and Support Staff Enterprise Agreement 2023 – 2024.
- 5.2 University** means the employer, Griffith University.
- 5.3 The Act** means the *Education and Care Services National Law Act 2010* and any amendments thereto.
- 5.4 The Awards** means the *Children's Services Award 2010* and *Educational Services (Teachers) Award 2020*, or any substitution, as amended from time to time.
- 5.5 The Regulation** means the *Education and Care Services National Regulations 2011* or any Regulation enacted in substitution.

6. TYPE OF EMPLOYMENT

6.1 Full-time Employment

- 6.1.1 A full-time employee is an employee who is engaged to work an average of 38 hours per week.

6.2 Part-time Employment

- 6.2.1 A part-time employee is an employee engaged as such, working a regular number of hours per week, being fewer than 38 hours per week.
- 6.2.2 The regular daily working hours of a part-time employee 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 employees will have fixed commencing and ceasing times, within the spread of ordinary hours.
- 6.2.3 By agreement in writing, or with seven days' notice, the University may vary the part-time employee's agreed regular pattern of work.
- 6.2.4 By agreement, a part-time employee may work hours in excess of their regular daily or weekly hours. Where the total daily hours do not exceed 8 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.
- 6.2.5 A part-time employee will be paid for the ordinary hours worked at the rate of 1/76th of the applicable fortnightly rate prescribed in this schedule, and will be entitled to the provisions of this Agreement on a pro-rated basis unless otherwise provided by this Agreement.

6.3 Casual Employment

- 6.3.1 A casual employee is an employee who is not employed on a continuing basis, provided no advance commitment to ongoing work, and has no agreed pattern of work.
- 6.3.2 A casual employee will be paid on an hourly basis at the rate prescribed for the classification plus a loading for those benefits in the Awards and this Agreement for which a casual employee is not eligible. This loading will be 25 from commencement of this Agreement
- 6.3.3 The University will engage casual employees for a minimum of two hours per engagement.
- 6.3.4 The employment of a casual employee 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. PROBATION

- 7.1** This clause should be read in conjunction with clause 40 Probation in the main body of the Agreement. The probation period for all employees covered by this Schedule is 6 months.

8. CLASSIFICATIONS AND WAGE RATES

8.1 Classification and Wage Rates

- 8.1.1 The minimum fortnightly rates of pay will be as set out below at clause 8.1.3.
- 8.1.2 The minimum fortnightly rates of pay will increase:
- by the same percentage as; and
 - effective from the same date as,
- any increase/s to the relevant minimum wage in the Awards, as applicable to each classification.

8.1.3 Wage Rates per Fortnight:

- a) For employees covered by the classifications set out in Appendix A to this schedule, other than Teachers:

Classification	Level	Acceptance
Assistant Child Care Worker		
Unqualified	ANQ/1	1768.90
	ANQ/2	1829.50
	ANQ/3	1890.11
Cert III Qualified	AQ1/1	1997.87
	AQ1/2	2038.28
	AQ1/3	2118.88
Diploma Qualified	ADQ/1	2119.00
Group Leader		
Unqualified	GNQ/1	2118.88
	GNQ/2	2120.60
1 Yr Qualified	GQ1/1	2216.60
	GQ1/2	2250.60
	GQ1/3	2284.00
2 Yr Qualified	GQ2/1	2348.06
	GQ2/2	2381.73
	GQ2/3	2415.41
3 Yr Qualified	GQ3/1	2415.41
Director		
Unqualified	DUQ/1	2673.00
	DUQ/2	2739.40
Qualified	DQ3/1	2936.80
	DQ3/2	2970.20
	DQ3/3	3003.60
	DQ3/4	3034.99
	DQ3/5	3061.93

- b) For Teachers:

Classification	Acceptance
Level 1	2544.95
Level 2	2781.68
Level 3	3028.26
Level 4	3274.83
Level 5	3521.37

8.1.4 Teachers (long day care centre rate)

- a) **Duties of an employee**

Provisions relating to the duties of a Teacher are as set out in the *Educational Services (Teachers) Award 2020*.

- b) **Classification of Teachers**

Provisions relating to the classification of Teachers (including the progression of Teachers) for the purpose of applying rates at clause 8.1.3b) are as set out in the *Educational Services (Teachers) Award 2020*.

c) **Evidence of qualifications and teaching service**

Provisions relating to evidence of qualifications and teaching service are set out in the *Educational Services (Teachers) Award 2020*. Provisions relating to calculation of the weekly rate of pay for a Teacher are set out in the *Educational Services (Teachers) Award 2020*.

8.2 Allowances

8.2.1 Broken Shift Allowance

For employees who would be covered by the *Children's Services Award 2010* but for the application of this Agreement, provisions relating to broken shift allowance are as set out in that award.

8.2.2 Clothing and equipment allowance

For employees who would be covered by the *Children's Services Award 2010* but for the application of this Agreement, provisions relating to clothing and equipment allowance are as set out in that award.

8.2.3 Excess fares allowance

For employees who would be covered by the *Children's Services Award 2010* but for the application of this Agreement, provisions relating to excess fares allowance are as set out in that award.

8.2.4 First aid allowance

A first aid allowance is an allowance paid to an employee 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 employee 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. Where an Assistant Childcare Worker (Unqualified) is eligible to receive a First Aid Allowance as defined in this clause, the amount will be no less than the daily rate specified in the *Children's Services Award 2010*.

8.2.5 Meal allowance

For employees who would be covered by the *Children's Services Award 2010* but for the application of this Agreement, provisions relating to meal allowance are as set out in that award.

8.2.6 Qualifications allowance

For employees who would be covered by the *Children's Services Award 2010* but for the application of this Agreement, provisions relating to qualifications allowance are as set out in that award, with the calculation of that allowance to be based on the employee's rate of pay under this Schedule.

8.2.7 Vehicle / Use of vehicle allowance

- a) For employees who would be covered by the *Children's Services Award 2010* but for the application of this Agreement, provisions relating to use of vehicle allowance are as set out in that award.
- b) For employees who would be covered by the *Educational Services (Teachers) Award 2020* but for the application of this Agreement, provisions relating to vehicle allowance are as set out in that award.

8.2.8 Educational leader allowance

- a) For employees who would be covered by the *Children's Services Award 2010* but for the application of this Agreement, provisions relating to educational leader allowance are as set out in that award.
- b) For employees who would be covered by the *Educational Services (Teachers) Award 2020* but for the application of this Agreement, provisions relating to educational leader allowance are as set out in that award.

8.2.9 Director's allowance

For employees who would be covered by the *Educational Services (Teachers) Award 2020* but for the application of this Agreement, provisions relating to director's allowance are as set out in that award.

8.2.10 Telephone Allowance

Employees required in the course of their employment to make business calls on their private telephone or on a public telephone will be reimbursed the cost of such calls.

8.3 Juniors

The junior rates as prescribed in the *Children's Services Award 2010* will apply to the position of Assistant Childcare Worker – Unqualified.

8.3.1 Calculation of Rates

The rates of pay applying to junior employees 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 employee 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.

8.4 Increments

8.4.1 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 Education and Care Service as defined in the Regulations within Australia will be counted effective from 1 September 1991. Employees moving from one classification level up to another will commence on the first year of service rate of that higher classification.

8.4.2 Credit for Previous Experience

An employee, except for a Teacher, who has been away from the early childhood education industry for 3 years or less will return at the same level of experience as when the employee left the industry. Where an employee has been away from the early childhood education industry for more than 3 years, one year will be deducted from the actual years of experience completed.

8.5 Certificate of Service

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

9. MIXED FUNCTIONS: APPROVED PERSON PERFORMING HIGHER DUTIES

9.1.1 Where an employee 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 two hours or longer per day, the employee will be paid the rate of pay attached to the higher duty for the actual time worked at higher duties for that day.

10. HOURS OF WORK/ROSTERED DAYS OFF

10.1 Hours of Work

10.1.1 The ordinary hours of work for full-time employees, excluding meal breaks, will be an average of 38 hours per week on no more than 5 days, which may be averaged over a period of 4 weeks.

10.1.2 Ordinary hours of work are between 6.00am and 6.30pm, on 5 days between Monday and Friday, and will not exceed 8 hours on any day.

10.1.3 By agreement between the University and an employee, the employee may work up to a maximum of 10 hours per day.

10.2 Rostered Days Off (RDO)

10.2.1 The University and a full-time employee may agree that the ordinary hours of work set out at clause 10.1 be worked over a 19 day month with a RDO accrued in each four-week cycle.

10.2.2 Any RDO accrued by an employee will be taken at a time that is mutually agreeable between the University and employee.

10.2.3 An employee will not be entitled to more than 12 RDOs in any 12 months of consecutive employment. If an employee's RDOs exceed this limit then the RDOs may:

- a) be paid out at the ordinary hourly rate of pay at the end of each 12-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.

10.2.4 Where agreement cannot be reached on taking the RDOs, the University may determine when an employee will take their accrued RDOs, subject to 14 days' notice.

- 10.2.5 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.
- 11. NON-CONTACT TIME: GROUP LEADERS, DIRECTORS AND TEACHERS**
- 11.1 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.
- 11.2 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 employees within childcare 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.
- 11.3 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.
- 12. MEAL BREAKS**
- 12.1 This clause supplements the relevant provisions of the Agreement that apply by virtue of clause 23 of this Schedule.
- 12.2 Where an employee is required to supervise children during the employee's break, the employee will be given a paid half hour meal break. Such time will be counted as time worked and will not be deemed overtime.
- 12.3 Any employee who is required to continue working for more than 2 hours beyond the latest allowable time for a meal break in accordance with this Schedule will be provided with an adequate meal by the University or paid a meal allowance in lieu.
- 13. REST PAUSES**
- 13.1 Employees who work a minimum of 4 consecutive ordinary hours but less than 7 consecutive ordinary hours will receive a paid rest pause of 10 minutes' duration. Employees who work a minimum of 7 consecutive ordinary hours (excluding the meal break) on any engagement will receive two paid rest pauses of 10 minutes' duration each, unless the employee agrees to forego one of those rest pauses.
- 14. OVERTIME**
- 14.1 Overtime will be taken to apply to any hours worked outside the span of ordinary hours in clause 10.1. Overtime will be calculated on top of any applicable casual loading, and in addition to any applicable allowances.
- 14.2 Overtime on a Saturday will be paid at time and a half for the first 2 hours, double time thereafter. All overtime worked on a Sunday will be paid for at the rate of double time. Employees who work overtime on a Saturday or Sunday will be paid a minimum of 4 hours' pay.
- 14.3 An employee 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.
- 14.4 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.
- 14.5 The University and an employee may agree that overtime may be taken as time off in lieu of payment, in which case:
- a) subclauses 14.1 to 14.4 of this schedule do not apply to the employee;
 - b) the provisions of the Awards in relation to time off instead of payment for overtime are taken to apply.
- 14.6 Normally a maximum of 12 hours per week may be taken as time off in lieu.
- 15. SHIFT WORK**
- This clause should be read in conjunction with clause 28 of the main body of this Agreement.
- 15.1 Shift Loading**
- For employees who would be covered by one of the Awards but for the application of this Agreement,

provisions relating to loading or allowances for shift work are as set out in that award.

16. ANNUAL LEAVE

16.1 Entitlement

Full-time employees will accrue the hours equivalent of 20 days (152 hours) annual leave per annum. Part-time employees accrue annual leave on a pro-rata basis.

17. LEAVE OVER DECEMBER/JANUARY PERIOD

The University's early childhood education centres will be closed for a period of up to 2 weeks, unless varied via consultation, over the December/January period each year.

The University will identify a minimum of three working days in the period as University holidays for employees not required for duty. University holidays are ex gratia and not debited against leave credits.

Employees will be required to take annual leave for days other than gazette public holidays or University holidays during the closure period. Employees with insufficient leave entitlement will be required to take leave without salary or may request long service leave, if eligible.

Employees will be notified at least 4 weeks prior to the December/January closure of which days will be debited as annual leave.

18. ATTENDANCE AT MEETINGS

Where an employee is required to attend any meeting outside work hours, the employee will be paid in accordance with clause 14 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.

19. LICENSING, CERTIFICATE AND STAFF DEVELOPMENT COSTS

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

Where an employee is required to attend skill development courses, short courses or conferences outside normal working hours, the University will pay the cost of the course/conference, travel and any reasonable associated expenses, e.g.: accommodation.

As far as possible, subject to operational needs, such development should be attempted to be scheduled in ordinary working hours. An employee 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, employees will accrue time off in lieu for approved attendance at courses/conferences undertaken outside ordinary working hours.

20. VACCINATION COSTS

The University will provide for all child care employees 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 employees.

21. APPLICABLE CLAUSES OF AGREEMENT

The principles outlined in the following clauses of this Agreement apply to employees covered by this Schedule:

Flexibility	clause 11
Notice of Renewal or Non-renewal of Contract	clause 12.3.4
Payment of Severance	clause 12.3.5
Conversion Process for Long Term Casual Employees	clause 12.4.6
Reversible Part-time Appointment for the Care of Dependants	clause 13.3
Flexible Work Year	clause 13.4
Dispute Avoidance and Settlement Procedures	clause 15
Aboriginal and Torres Strait Islander, First Peoples: Employment Strategy	clause 17
Certificate of Employment	clause 18
Salary Packing	clause 22
Salary Loading	clause 23
Superannuation	clause 24
Shift Work	clause 28
Minimum Break following overtime	clause 29.5
Public Holidays	clause 32
Taking Annual Leave	clause 33.2
Calculation of Annual Leave Loading Payment	clause 33.3
Illness while on Annual Leave	clause 33.4
Payment on Cessation of Employment	clause 33.5
Sick Leave	clause 34
Long Service Leave	clause 35
Family and Special Circumstances Leave	clause 36
Parental Leave	clause 37
Leave without salary	clause 38
Other leave	clause 39
Probation	clause 40
Dealing with misconduct/serious misconduct	clause 43
Termination of Employment	clause 44
Resignation	clause 45
Absence from Duty	clause 46
Job Security	clause 47
Change Management	clause 48
Redundancy and Redeployment	clause 49
Managing Ill-Health	clause 50
Career Development and Training	clause 52
Workplace Bullying	clause 55
Union Recognition, Role and resources	clause 56
Individual Grievance Resolution Procedure	clause 57

Appendix 1 - Employment Classifications

a) Assistant Child Care Worker – Unqualified

An appropriately approved Group Leader must supervise an employee in this classification 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

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.

An employee at this classification who has completed an AQF Diploma in Children's Services or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work, must be paid no less than the rate prescribed for ADQ/1 level.

c) Group Leader – Unqualified

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

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

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

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 an employee 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

Duties of Directors (Unqualified or Qualified) will include but not be limited to all or some of the following:

- all of the duties of an Assistant Director as set out in the *Children's Services Award 2010*;
- 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 employees in consultation with the Licensee of the Centre;
- identify and assist in meeting in-service training needs of employees;
- establish and maintain effective communication systems with employees 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.

i) Teacher means an employee appointed as a Teacher and who meets the following criteria:

- the employee holds a relevant recognised 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.

4 May 2023

Commissioner Hunt
Fair Work Commission
PO Box 1994, Melbourne
VICTORIA 3001

Dear Commissioner Hunt

Griffith University Professional and Support Staff Enterprise Agreement 2023 – 2024 (AG2022/5531)

Griffith University provides the following undertakings under s.190 of the *Fair Work Act 2009* (Cth) in relation to the following clauses contained within the Griffith University Professional and Support Staff Enterprise Agreement 2023 – 2024:

Professional and Support Staff

- **Clause 12.4.5 and Schedule 3 clause 6.3.3** - Where a qualified Teacher is engaged as a casual, the minimum engagements are as per clause 17.5 of the *Educational Services (Teachers) Award 2020*.
- **Clause 12.4.6** - Conversion under clause 12.4.6 is separate and in addition to any entitlement to casual conversion that may arise under the provisions of the *Fair Work Act 2009* (Cth).
- **Clause 28.2** – If a shift worker is required to work a non-rotating night shift (night shift finishes after midnight and at or before 8am), they will be entitled the penalty rate set out in clause 23.2 of the Higher Education Industry – General Staff – Award 2020 in addition to the ordinary rates of pay. For the purposes of Clause 28.2(b), a shift worker is entitled to a 15% shift loading in addition to the ordinary rates of pay if they work a shift that finishes after midnight and at or before 8am.
- **Clause 30.1.4** - The exclusion that ordinary rates of pay will apply to all ordinary hours worked under a variable hours arrangements, including work performed outside of the normal span of hours and on Saturdays and Sundays, will not apply. Accordingly, clause 27.4.2 will apply to employees working agreed variable hours arrangements.
- **Clause 30.2** - In the event that Griffith University operates its Early Childhood Education Centres on a public holiday, employees required to perform work will receive a minimum payment of four hours pay.
- **Clause 33.4** - Where an employee becomes ill during annual leave, the annual leave may be replaced with sick leave for any period upon request by the employee, provided that such sick leave will be accompanied by suitable evidence for periods of 3 or more consecutive days.
- **Clause 39.1** - includes circumstances of stillbirth or miscarriage.

- **Clause 44** - Where Griffith University seeks to terminate the employment of an apprentice, trainee, cadet or similar type arrangement, they will be entitled to notice in accordance with clause 44.1.
- **Clause 45.3** - Where an employee fails to provide the relevant notice in accordance with clause 45.3, Griffith University undertakes to withhold only wages rather than 'monies due'. Where the employee is engaged under Schedule 3 of the agreement, the maximum withheld will be 1 week.

Research Assistants and Senior Research Assistants

- **Clause 5.2 b)** – The exclusion of Part 4, relating to hours of work will not apply.

Schedule 3 – Conditions of Employment, Griffith University Early Childhood Education Centres

- **Schedule 3 clause 8.1.3** - the Wage Rate per Fortnight for Cert III Qualified AQ1/1 should read \$2,007.92 (not \$1,997.87). The Wage Rate per Fortnight for Group Leader 1 Year Qualified GQ1/1 should read \$2,216.92 (not \$2,216.60).
- **Schedule 3 clause 6.2** - At the time of engagement of a part-time employee under Schedule 3, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying the work days, starting and ceasing times, and hours of work. These may be varied in accordance with Schedule 3, clause 6.2.3, and in the case of Teachers, clause 11.5 of the *Educational Services (Teachers) Award 2020*.
- **Schedule 3 clause 6.3** - A casual Teacher will not be engaged for a period exceeding the maximum periods provided in clause 12 of the *Educational Services (Teachers) Award 2020*.
- **Schedule 3 clause 12.2** - Teachers engaged under Schedule 3 are entitled to meal breaks in accordance with clause A.3.1 of the *Educational Services (Teachers) Award 2020*.



Professor Carolyn Evans
Vice Chancellor and President



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Griffith University
(AG2022/5531)

GRIFFITH UNIVERSITY PROFESSIONAL AND SUPPORT STAFF ENTERPRISE AGREEMENT 2023 - 2024

Educational services

COMMISSIONER HUNT

BRISBANE, 8 MAY 2023

Application for approval of the Griffith University Professional and Support Staff Enterprise Agreement 2023 - 2024

[1] Griffith University (the Employer) has applied for approval of an enterprise agreement known as the *Griffith University Professional and Support Staff Enterprise Agreement 2023-2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The Fair Work Commission (the Commission) raised certain concerns regarding the Agreement with the Employer, and as a result, the Employer provided written undertakings. Pursuant to s.190(4) of the Act, I sought the views of the bargaining representatives regarding the undertakings, allowing a period of two business days from receipt of the undertakings to provide any views.

[3] The National Tertiary Education Industry Union (NTEU) filed its Form F18, in which it raised a number of concerns that the Agreement was not genuinely agreed to, and the Agreement does not pass the Better Off Overall Test. The Employer provided a response to the NTEU's concerns, and revised undertakings.

[4] The application was listed for conference on 3 February 2023. Following the conference, the Employer and the NTEU engaged in further discussions. On 27 April 2023, the NTEU advised the Commission that it no longer pressed its objections to the approval of the Agreement having regard to the undertakings given by the Employer.

[5] The Employer provided final revised undertakings on 4 May 2023. A copy of the undertakings is attached at Annexure A.

[6] I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to

the Agreement. Pursuant to s.190 of the Act, I accept the undertakings. In accordance with s.201(3) of the Act, I note that the undertakings are taken to be a term of the Agreement.

[7] I have taken into consideration the material filed in the Commission. Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account s.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[8] The NTEU being a bargaining representative for the Agreement has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the NTEU.

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 May 2023. The nominal expiry date of the Agreement is 31 December 2024.



COMMISSIONER

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DECISION

Fair Work Act 2009
s.210—Enterprise agreement

Griffith University
(AG2023/2027)

GRIFFITH UNIVERSITY PROFESSIONAL AND SUPPORT STAFF ENTERPRISE AGREEMENT 2023 - 2024

Educational services

COMMISSIONER HUNT

BRISBANE, 29 AUGUST 2023

Application for variation of the Griffith University Professional and Support Staff Enterprise Agreement 2023-2024

[1] An application has been made for approval of a variation to the *Griffith University Professional and Support Staff Enterprise Agreement 2023-2024 (the Agreement)*. The application was made by Griffith University pursuant to section 210 of the *Fair Work Act 2009 (the Act)*.

[2] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A.

[3] I am satisfied that each of the requirements of ss.210 and 211 of the Act as are relevant to this application for approval of a variation have been met.

[4] The variation is approved and the consolidated version of the Agreement, as varied, is attached to this decision.

[5] In accordance with s.216 of the Act, the variation operates from 29 August 2023.



COMMISSIONER

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ANNEXURE A



Professional and Support Staff Enterprise Agreement – Variation Schedule

1. APPLICATION AND COVERAGE

- 1.1 This Schedule sets out a limited number of revisions to the *Griffith University Professional and Support Staff Enterprise Agreement 2023-2024*.
- 1.2 The intent of this Schedule is to add to and update the employment conditions for professional and support employees and to provide equity with the conditions for academic employees.
- 1.3 This Schedule applies to all employees engaged under this Agreement, including those employees engaged under *Schedule 3 – Conditions of Employment, Griffith University Early Childhood Education Centres*, except where noted.

2. DEFINITIONS

- 2.1 The purpose and aims set out in clause 1 provide the context for this Schedule, and all terms should be interpreted in that context.
- 2.2 For the purpose of this Agreement, unless the context otherwise requires, words in the singular is a reference to the plural and vice versa.
- 2.3 The following definitions apply to terms contained in this Schedule.
 - 2.3.1 **Agreement** means the Griffith University Professional and Support Staff Enterprise Agreement 2023-2024;
 - 2.3.2 **FW Act** means the Fair Work Act 2009 (Cth);
 - 2.3.3 **the University** means Griffith University;
 - 2.3.4 **this Schedule** means this document, which has effect following approval by the Fair Work Commission.

3. OPERATION OF THIS SCHEDULE

- 3.1 This Schedule will operate from the day specified by the Fair Work Commission in the decision to approve the variation of the Agreement.
- 3.2 This Schedule will have a nominal expiry date of 30 June 2025.

4. SCHEDULE TO PREVAIL OVER OTHER TERMS OF THE AGREEMENT

- 4.1 During the period of operation of this Schedule, its provisions set out below will prevail over all other terms of the Agreement, but only to the extent of any inconsistency.

5. AGREEMENT TITLE

- 5.1 Clause 1 of the Agreement is replaced by clause 5.2 of this Schedule.
- 5.2 The Agreement title will be known as Griffith University Professional and Support Staff Enterprise Agreement 2023-2025.

6. OPERATION OF THE AGREEMENT

- 6.1 Clause 3 of the Agreement is replaced by clause 6.2 of this Schedule.
- 6.2 The Agreement will operate from seven days after the date of approval by the Fair Work Commission and have a nominal expiry date of 30 June 2025. The University will meet with the unions listed in the Agreement upon their request at least 3 months prior to the nominal expiry date of the Agreement to commence negotiations for a replacement agreement.

7. ABORIGINAL AND TORRES STRAIT ISLANDER, FIRST PEOPLES: EMPLOYMENT STRATEGY

- 7.1 Clause 17 of the Agreement is replaced by clauses 7.2 to 7.7 of this Schedule.
- 7.2 The University is committed to the objective of increasing employment and professional development opportunities for Aboriginal and Torres Strait Islander, First Peoples at the University.
- 7.3 The University's Statement on Reconciliation confirms the University's commitment to promoting an environment valuing the cultures, knowledges and contribution of Aboriginal and Torres Strait Islander, First Peoples.
- 7.4 The University aims to achieve population parity and is committed to a target of 3.6% (2.6% as at December 2022) by the nominal expiry of this Agreement to increase overall Aboriginal and Torres Strait Islander, First Peoples employment at Griffith University. The University Council will develop Key Performance Indicators and will be responsible for monitoring the achievement of the targets identified in this Schedule.
- 7.5 Each Element will develop published strategies to be implemented to achieve these targets and report on a 6 monthly basis whether or not it has achieved the desired outcomes, and any barriers encountered, to the Aboriginal and Torres Strait Islander: First People Employment Committee. Where Element targets are not being met, the University and the NTEU will work together to consider reasonable measures to achieve targets in consultation with the Aboriginal and Torres Strait Islander: First Peoples Employment Committee.
- 7.6 An Aboriginal and Torres Strait Islander: First Peoples Employment Committee will be maintained as a sub-committee of the University Equity Committee, membership of which will include both union and Aboriginal and Torres Strait Islander, First Peoples representation and be chaired by the relevant Deputy Vice Chancellor. It will provide advice on the Aboriginal and Torres Strait Islander, First Peoples Employment Strategy and monitor and report on progress in employment strategies undertaken to achieve targets.
- 7.7 Where it becomes apparent that the University is not on track to meet its commitment as outlined in clause 7.4 of this Schedule the University will organise a meeting of the Aboriginal and Torres Strait Islander: First Peoples Employment Committee, the NTEU and Aboriginal and Torres Strait Islander employees to discuss options and strategies to assist the University to achieve the target.

8. SALARY

- 8.1 This clause does not apply to employees engaged under *Schedule 3 – Conditions of Employment, Griffith University Early Childhood Education Centres*.
- 8.2 In addition to the salary increases set out in clause 19.2 of the Agreement, the following additional salary increase will apply:
- a) 2.5% to be paid on the first available full pay period after 1 March 2025.

9. INTELLECTUAL AND ACADEMIC FREEDOM

- 9.1 It is recognised that some professional or support employees will be engaged in academic work as an element of their overall workload. When professional or support employees are directly engaged in academic work, particularly teaching and research, they will have the same intellectual and academic freedom rights as a Griffith

academic employee would have under the relevant enterprise agreement in the same circumstances. These rights only extend to the extent of the academic work.

10. DISPUTE RESOLUTION

- 10.1 Where a dispute arises in relation to the application or interpretation of this Schedule, the Dispute Avoidance and Settlement Procedures clause 15 of the Agreement will apply.

11. SIGNATORIES TO THE VARIATION TO THE AGREEMENT

Signature for Griffith University

Full Name

Position

Address


ABN


Carolyn Maree Evans
Vice Chancellor and President
170 Kessels Road, Nathan Qld 4111
78 196 994 461

Witness Signature

Full Name

Address


Louise Johnson
170 Kessels Road, Nathan Qld 4111

Signature for

Signed for

Full Name

Position

Address

ABN

National Tertiary Education Industry Union

4 Briggs Street, Taringa Qld 4068
37 579 396 344

Witness Signature

Full Name

Address

11. SIGNATORIES TO THE VARIATION TO THE AGREEMENT

Signature for Griffith University

Full Name

Carolyn Maree Evans

Position

Vice Chancellor and President

Address

170 Kessels Road, Nathan Qld 4111

ABN

78 196 994 461

Witness Signature

Full Name

Address

170 Kessels Road, Nathan Qld 4111

Signature for

Signed for

Full Name

Position

Address

ABN



National Tertiary Education Industry Union

Damien Cahill

General Secretary

4 Briggs Street, Taringa Qld 4068

37 579 396 344

Witness Signature

Full Name

Address



Renee Veal

1/120 Clarendon Street

South Melbourne VIC 3205