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1. Agreement formalities

1.1 Title

This Agreement will be known as the University of the Sunshine Coast Enterprise Agreement (EA) 2014 – 2018.

1.2 Arrangement

Part 1 - Agreement Formalities
 Part 2 - Appointment
 Part 3 - Remuneration
 Part 4 - Hours of Work
 Part 5 - Performance Management
 Part 6 - Leave
 Part 7 - Termination of Employment
 Part 8 - Other Conditions
 Part 9 - Agreement Schedules

1.3 Application of the agreement

This Agreement is an Enterprise Agreement pursuant to section 172 of the Fair Work Act 2009. This Agreement will be binding according to its terms upon the University of the Sunshine Coast (USC) (hereinafter referred to as the University), and all staff employed by the University in the Academic, Professional and ELICOS classification levels.

This Agreement has been negotiated between the University and the National Tertiary Education Industry Union (NTEU) (hereinafter referred to as the Union).

1.4 Date and period of operation

This Agreement will operate from seven days after its approval by the Fair Work Commission (FWC) and will have a nominal expiry date of 30 June 2018. Negotiation towards a replacement Agreement will commence within three months after the nominal expiry date.

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1.5 Status of this agreement

This Agreement replaces and prevails over any other Agreement that might otherwise apply to staff covered by this Agreement. This Agreement displaces all relevant awards that might otherwise apply to staff covered by this Agreement. This Agreement is to be read in conjunction with the National Employment Standards (NES) and if a term is detrimental to a staff member when compared to a standard, the standard prevails over the term of this Agreement.

Negotiated terms and conditions of employment for staff are outlined in this Agreement. Policies, procedures and guidelines for other conditions and benefits affecting employment may be varied from time to time by the University and do not form part of this Agreement.

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1.6 Posting of Agreement

An electronic copy of this Agreement will be accessible to all staff.

1.7 Flexibility term

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

- The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement at Clause 6.2 Recreation Leave and Clause 4.2 Attendance of Professional Staff for:

(a) an agreement to reduce their annual salary in exchange for proportionally additional recreation leave over a period of 12 months, or on application by a Professional staff member, to work ordinary hours for five consecutive days Monday to Sunday if

(b) the arrangement meets the genuine needs of the University and the staff member in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the University and the staff member.

- The University must ensure that the terms of the individual flexibility arrangement and its terms:
 - are about permitted matters under section 172 of the Fair Work Act 2009, and
 - are not unlawful terms under section 194 of the Fair Work Act 2009, and
 - results in the staff member being better off overall than the staff member would be if no arrangement was made and
 - is in writing, and
 - includes the name of the University and the staff member, and
 - is signed by the University and the staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and includes details of: the terms of the agreement that will be varied by the arrangement, and how the arrangement will vary the effect of the terms, and how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and states the day on which the arrangement commences
 - does not require that anyone else approve it, other than the staff member and the University.
- The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- The University or the staff member may terminate the individual flexibility arrangement:
 - by giving written notice of not less than 28 days, or
 - if the University and the staff member agree in writing — at any time

1.8 Definitions

Except in so far as the context or subject matter otherwise indicates or requires, the definitions listed in this clause apply to this Agreement:

‘Academic Staff’ are staff appointed in accordance with the Academic Position Descriptors Guidelines in place as at 22 August 2011 to positions which reflect the operational requirements and core areas of responsibility which include teaching, research and engagement.

‘Professional Staff’ are staff appointed in accordance with the Professional Position Descriptors Guidelines in place as at 22 August 2011 to a position which reflects the operational requirements and core areas of responsibility for professional occupational groups.

‘Authorising Officer’ means the relevant officer as specified by the University’s Human Resource Delegations approved by Council.

‘Capacity’ means the skills, knowledge, experience and qualifications required to perform the duties of the position satisfactorily.

‘Classification’ is the designated position classification level in the Academic and Professional Position Descriptors Guidelines.

‘Consultation’ means conferring in such a way that the participants or, in accordance with this Agreement, their chosen representatives, have access to all relevant material and the opportunity to contribute to and influence a decision. Consultation does not mean reaching agreement.

‘Continuous Service’ means a period of service which is unbroken. A staff member’s service will be deemed to be unbroken provided that the time between ceasing employment and recommencing employment with the University does not exceed six weeks.

‘Cost Centre Manager’ means the manager responsible for the budget of the organisational unit.

‘Council’ means the Council of the University of the Sunshine Coast constituted under the University of the Sunshine Coast Act 1998.

'Director, Human Resources' means the person appointed to be the Director, Human Resources of the University, and includes anyone acting in that role on a temporary basis, any nominee of the Director, Human Resources, or any successor.

'Disciplinary Action' means formal censoring, counseling, demotion, withholding an increment, suspension with or without pay, and termination of employment.

'Domestic Violence' means physical, sexual, financial, verbal, or emotional abuse by a family member (including an extended family member and/or partner) or household member.

'Harassment' means any form of behaviour that is unwelcome, unsolicited, unreciprocated and usually (but not always) repeated. It is behaviour that is likely to offend, humiliate or intimidate.

'Immediate family' includes:

- a spouse (including a former spouse, a de facto spouse and a former de facto spouse, of the opposite or same sex);
- a child (including an adopted child, a step-child, ex-nuptial child or foster child), or grandchild
- a parent, grandparent, or sibling of the staff member or the staff members spouse; and
- a person approved by the VCP or authorising officer.

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

'Merit' refers to the relationship between a person's qualities (knowledge, skills, abilities and experience) and those qualities required for performance in a particular position.

'Misconduct' means conduct which is not serious misconduct but which is nonetheless conduct which is unsatisfactory.

'Negotiation' means the holding of discussions and making genuine efforts to resolve differences and reach agreement.

'Primary Carer' is a staff member who has full-time responsibility for the day-to-day care and nurturing of a new child or child. This can include where a fostering arrangement is intended to be long-term, or for whom the staff member has recently become a guardian where the guardianship is intended to be long-term.

'Reasonably Contemporaneous Marking' means marking that is consequential to, or originates from, assignments, work or exams, set within a given lecture, tutorial or demonstration, but does not include marking of course wide materials, essays or other assessment tasks.

'Representative' means a person the staff member has chosen, whom the staff member has requested to represent him or her and who can be a staff member or an officer or employee of the Union and is not currently practising as a solicitor or barrister, or a person the University has chosen to represent it who is an employee of an employer association and not currently practising as a solicitor or barrister.

'Senior Deputy Vice-Chancellor (SDVC) means a person appointed to be the Senior Deputy Vice-Chancellor of the University, and includes anyone acting in that role on a temporary basis, any nominee of the Senior Deputy Vice-Chancellor, or any successor.

'Serious Misconduct' is misconduct of a serious nature and includes:

- serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a staff member's duties or to a staff member's colleagues carrying out their duties;
- serious dereliction of the duties required of the staff member's office;
- conviction by a court of an offence which constitutes a serious impediment of the kind referred to in this definition.
- wilful or deliberate behavior by a staff member that is inconsistent with the continuation of the contract of employment.
- conduct that causes serious and imminent risk to the health and safety of a person or the reputation, viability or profitability of the University.
- during employment, engaging in theft, fraud, assault, intoxication at work (where a staff members faculties are so impaired as to make the staff member unfit for duty),
- refusing to carry out a lawful and reasonable instruction that is consistent with the staff members contract of employment.

'Shift' means a continuous period of work during which a shift worker is rostered for duty.

'Significant Carer' is a staff member whose partner has become a primary carer of a new child.

'Supervisor' means a staff member who has delegated authority on behalf of the University to give a lawful instruction to staff.

'Union' means the National Tertiary Education Industry Union (NTEU).

'Unsatisfactory Performance' means performance that does not meet the requirements of the position.

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

Workplace bullying means repeated and unreasonable behaviour directed towards a worker or a group of workers that creates a risk to health and safety.\

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1.9 Joint Consultative Committee

A Joint Consultative Committee (JCC) will be established comprising three nominees of the University and three nominees of the Union, one of which can be an Industrial Officer. By prior agreement additional attendees may be invited to participate in a JCC meeting.

The JCC will be responsible for consultations on matters pertinent to the operation of this Agreement. The University will also use the JCC as a forum to consult with the Union on the development of and any proposed changes to policies on employment matters.

The JCC will meet at least twice per year or at the request of either the University or the Union.

Members of the JCC may meet with staff members regarding conditions of employment, provided that such meetings are held during work breaks and appropriate prior notice of meeting times and arrangements for such meetings are provided to the University. Members of the JCC will have reasonable access to phone, email, mail and printing facilities. The activities of staff members of the JCC will be undertaken as part of normal duties and they will have adequate and reasonable time to fulfill these activities.

1.10 Dispute resolution procedures

It is agreed that the University, its staff and the Union all have an interest in the proper application of this Agreement, and in minimising and settling disputes. The objective of these procedures is the effective resolution of any dispute over matters covered by this Agreement and the NES, and in addressing any disputes in a timely manner.

a) Where one or more staff members, or the Union, is of the view that there is a dispute about a matter in this Agreement or the NES, written notice of the dispute will be provided to the Director, Human Resources, and must provide sufficient detail to enable the University to understand the precise nature of the dispute.

1) On receipt of such advice, the Director will arrange a conference of the person(s) raising the dispute and such person(s) as the Director deems to be involved in the matters arising. Such conference will normally take place within five working days of the advice.

2) Where the discussions at that conference appear to require further consideration, the consideration may continue. Such discussions or considerations will not normally extend beyond five working days from the date of that initial meeting. A staff member may be either represented or assisted by a representative of their choice in accordance with this Agreement during all parts of this dispute process.

3) The Director, Human Resources can recommend conciliation to the parties for resolving some or all of the issues. Where the parties agree, conciliation will be conducted on an agreed schedule. The conciliation process will be without prejudice to the operation of the processes of this clause.

b) Where a dispute is not resolved through the processes described above, at the request of either party to the dispute, the matter will be referred to a member of the University Executive. The member of Executive will meet with the staff member, their representative (where chosen) and the Director, Human Resources or nominee to try to resolve the matter within 10 working days. Any resolution will be in the form of a written agreement.

1) Until the procedures described in clause (b) have been exhausted

- work will continue in the normal manner;
- no industrial action will be taken by either party to the dispute; and
- management will not change the work, staffing or the organisation of the work if such is the subject of dispute, nor take any action likely to exacerbate the dispute, and the subject matter of the dispute will not be taken to the Fair Work Commission (FWC) by the parties to the dispute (except in the case of any matter where the time limit of notification would otherwise expire).

c) In the event that the dispute remains unresolved by the process specified in clauses a) or b), the matter may be referred to FWC by any party to the dispute.

1) FWC is empowered by this Agreement to settle and determine any dispute over matters covered in this Agreement. The parties to the dispute will be bound by the determination of the FWC.

2) Where FWC determines that it has jurisdiction to arbitrate, FWC may resolve the dispute by the process of conciliation and/or arbitration. The parties to the dispute agree to be bound by the determination of FWC.

3) Where FWC arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009, as amended from time to time. Where FWC determines that it does not have jurisdiction to arbitrate, the parties to the dispute agree to consider all recommendations made by FWC during conciliation, to resolve the dispute.

4) Nothing in this clause prevents the parties to the dispute to agreeing to refer an unresolved dispute to a person or body other than FWC for resolution, in which case the parties to the dispute agree to be bound by any recommendation made to resolve the dispute.

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2. Appointment

Appointments will only be made within the definitions provided by this clause, and under the general principle that staff can be expected to undertake duties which are appropriate to their capacities and classification level. All appointments (except casual appointments) are subject to the probation and termination provisions of this Agreement. All appointments will be made on the basis of merit.

Upon engagement, a staff member will receive an instrument of appointment which will stipulate the type of appointment and informs the staff member of the terms of appointment at the time of appointment in relation to:

- (a) The classification level and salary of the staff member on commencement of employment, and the hours or the fraction of the full-time hours to be worked;
- (b) For fixed-term staff the term of the employment;
- (c) For casual staff, a statement that additional directed duties required during the appointment will be paid for;
- (d) For any staff subject to probationary employment, the length and terms of probation;
- (e) Other main conditions of employment including sources for which such conditions are derived and the reporting relationship to apply upon appointment that can be ascertained.

2.1 Full-time appointment

Full-time employment is where the staff member's principal employment is with the University and where the employment is for the maximum number of hours per week where specified for the type of appointment. Full-time employment may be ongoing or fixed-term.

2.2 Fractional appointment

A fractional staff member is employed for a regular period each week, which is less than a full-time appointment. Fractional employment may be ongoing or fixed-term. In addition, a fractional appointment can be for certain parts of any year or across specified work cycles during the year. A fractional staff member will be paid on a proportionate basis to the full-time equivalent staff member and will be entitled to leave provisions on a proportionate basis.

2.3 Ongoing appointment

Ongoing appointment is employment for an indefinite period. An ongoing appointment is subject to probation, termination and redundancy provisions in this Agreement.

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2.4 Fixed-term appointment

A fixed-term appointment is an appointment for a specified term or ascertainable period for which the appointment has specific starting and finishing dates upon which the term of the employment will expire (or instead of a finishing date, will specify the circumstances (s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire). The use of fixed-term appointments is limited to the appointment of a staff member engaged on work activity that comes within the description of one or more of the following circumstances:

- a) 'Specific task or project' means a definable work activity which has a starting date and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it could include the following: a period of employment provided from identifiable funding external to the University, 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' means work activity by a person engaged on research only functions for a contract period not exceeding 5 years.
- c) 'Replacement staff member' means:
 - undertaking work activity replacing a staff member for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from his/her usual work area; or
 - performing the duties of:
 - a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
 - a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position until a staff member is engaged for the vacant position or vacant higher duties position as applicable.

Upon notification of the return of the incumbent staff member due to unforeseen circumstances, including the early return of a staff member on parental leave, replacement staff may be terminated with the provision of four weeks' notice.

- d) 'Recent professional practice required' means where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged for a fixed-term contract not exceeding two years.
- e) 'Pre-retirement contract' is where a staff member 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.
- f) 'Fixed-term contract employment subsidiary to studentship' is where a person is enrolled as a student. Employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this sub clause, 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 within the Academic unit, provided that:

- 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
- that an offer of fixed-term employment under this paragraph will not be made on the condition that the person offered the employment undertake the studentship.

g) 'Apprenticeship or Traineeship' is a staff member employed pursuant to apprenticeship or traineeship approved by the relevant State authority.

A fixed-term appointment is subject to the probation and termination provisions for unsatisfactory performance and serious misconduct. Where the University determines that the work is no longer required during the contract period, the staff member will receive payment equivalent to the remainder of the contract, and where applicable, any relevant severance payment.

Where a position is converted to an ongoing position, the incumbent may be offered appointment on a confirmed, ongoing basis where they have completed a probation period or they have been employed for a period of at least equal to the probation requirements for the position, and they were appointed through a merit selection process. Where a person has served less than the probation period and was appointed through a 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.

Where a position is maintained on a fixed-term basis and the incumbent was appointed through a merit selection process, the incumbent will be offered another appointment except where it is demonstrated that the staff member's performance has been unsatisfactory.

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2.4.1 Payment of severance

Severance will be payable, for all staff appointed on a fixed-term contract where the staff member is appointed on a second or subsequent fixed-term appointment as follows:

Specific task or Project Research	10 years and over	12 weeks pay
Specific task or Project Research	9 years but less than 10 years	9 weeks pay
Specific task or Project Research	8 years but less than 9 years	8 weeks pay
Specific task or Project Research	6 years but less than 8 years	7 weeks pay
Specific task or Project Research	5 years but less than 6 years	6 weeks pay
Specific task or Project Research	4 years but less than 5 years	5 weeks pay
Specific task or Project Research	1 year but less than 4 years	4 weeks pay
Specific task or Project Research	Less than 1 year	Nil
Academic Fellowships	No entitlement to severance	Nil
Recent professional practice	No entitlement to severance	Nil
Apprenticeship or Traineeship	No entitlement to severance	Nil
Studentship	No entitlement to severance	Nil
Pre-retirement	No entitlement to severance	Nil
Replacement Staff	No entitlement to severance	Nil
TYPE OF CONTRACT	PERIOD OF CONTINUOUS SERVICE	SEVERANCE PAY

Severance pay is paid only when the staff member seeks to continue the employment, and when there is no further offer of employment for a reasonably related appointment.

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

Breaks between appointments of up to two times per year and of up to six weeks in total will not constitute breaks in service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

If the staff member obtains an acceptable alternative position within the University within six weeks of the expiry of the fixed-term appointment, the severance payment prescription may be varied.

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2.5 Casual appointment

Casual appointments are normally offered where there is a need to engage additional staff where the work is irregular, to cover a short term absence, to provide industry or professional experience or to provide postgraduate opportunities. Casual staff are engaged by the hour and paid an all-purpose hourly rate which includes a loading of 25 per cent, in lieu of benefits available to ongoing and fixed-term staff, and is derived from the fortnightly salary applicable to the appropriate classification.

The University does not intend to disproportionately increase the percentage of staff employed on a casual basis during the life of the Agreement.

The fundamental feature in the offer and acceptance of a casual appointment is that there is no expectation by the staff member or the University that there will be any employment beyond the appointment offered. A casual appointment may be terminated by either the University or the staff member on one hour's notice and the requirements in the provisions in this Agreement for managing unsatisfactory performance, misconduct and serious misconduct and ill health do not apply.

A casual staff member will not normally be employed to work more than the corresponding full-time hours prescribed for the classification. Casual staff are not entitled to the benefit of any paid leave entitlement in Part 6 of this Agreement except long service. A casual staff member is entitled to unpaid leave for sick, carers', parental, bereavement/compassionate, jury service, and state emergency call out purposes.

2.5.1 Casual academic staff

Casual Academic staff are appointed to undertake specific duties and may be engaged for relatively few hours, such as for part of a course. Casual Academic staff will be paid in accordance with Schedule 4. Casual Academic staff employed over two consecutive semesters can voluntarily participate in Performance Planning and Review.

2.5.2 Casual Professional staff

Casual Professional staff are paid for a minimum of three consecutive hours for each attendance. In instances where an individual's primary occupation is elsewhere or with the University or the person is a University student, including Library Shelters, they will be paid for a minimum of one hour for each attendance. In order to meet personal circumstances, a casual staff member can request a minimum engagement of less than three hours where this is suitable to the staff member and the University.

Should a casual Professional staff member be engaged on a regular and systematic basis in the same or similar position and same classification either for 12 months at 50% of ordinary working hours, or for at least 24 months the casual can apply in writing for conversion. The University will not unreasonably refuse an application for conversion to a fractional or full-time appointment. However, the University may refuse an application on reasonable grounds, which includes, but is not limited to: that the casual staff member was recently a student, a genuine retiree, is employed elsewhere in the University, does not meet minimum requirements for the position, work will cease to be required or will be performed by non-casual staff within 26 weeks of a conversion application, the staff member does not meet the essential requirements of the position or the work is ad hoc, intermittent, unpredictable or involves hours that are irregular. If the University refuses the application, it must provide written reasons for the decision.

Staff converted will not have their casual service count as service for calculating any other entitlements except long service leave and parental leave.

2.6 Scholarly Teaching Fellows

A Scholarly Teaching Fellow (STF) is an academic staff member who is principally engaged in teaching. Teaching will normally form 75% of the workload, with the remainder of the workload allocated to engagement and scholarship. The primary purpose of such positions is to undertake teaching work previously undertaken by casual academic staff.

To be eligible for appointment the prospective candidate must hold a PhD and have completed 24 months as a fixed-term or casual Academic staff member. Through the annual workforce planning process, the University will normally make available two positions per year. Selection will be based on merit.

STF appointments will normally be on an on-going basis at Academic Level A or B, with selection based on a competitive process with demonstrated outstanding teaching performance an essential requirement. STF's will be subject to the normal processes for probation, promotion and PPR.

2.7 Multiple modes of appointment

In most cases, a staff member will be employed under a single contract of employment. It is recognised however that, from time to time, full-time and fractional staff may also voluntarily engage in other casual employment with the University, in addition to their normal duties, with the approval of their substantive Cost Centre Manager.

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

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3. Remuneration

3.1 Salary increases

This Agreement provides for salary increases in the following instalments:

- 3% effective from 3 May 2014 (already paid)
- 3% effective from 7 March 2015 (already paid)
- 3% effective from 5 March 2016 (already paid)
- 3% effective from 4 March 2017
- 3% effective from 3 March 2018

In addition, the University paid a further increase of \$500 to the annual salary of each classification step under the Agreement, effective 28 June 2014. The salary increases are only payable to staff employed at the University on the date the relevant salary increase becomes due.

3.2 Superannuation

The nominated Superannuation fund for the University is UniSuper. The University will maintain all superannuation arrangements and entitlements, including employer contribution rates, in effect at the date of certification of the Agreement.

3.3 Salary packaging

Salary Packaging is available to staff (excluding casuals) holding an appointment of twelve months or more.

3.4 ELICOS teaching staff

Specific provisions for ELICOS Teaching staff are set out in Schedule 3. Except where provided for in Schedule 3 the provisions that apply to Professional staff apply to ELICOS Teaching staff.

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4. Hours of work

4.1 Attendance of academic staff

Academic staff will work hours and attend on campus as required for the performance of their duties, however, the University recognises that academic staff also require periods away from their designated workplace. Patterns of attendance for academic staff are to be discussed and agreed in Performance Planning and Review (PPR) discussions.

4.2 Attendance of Professional staff

- The ordinary hours of work for Professional staff are 36.25 hours each week, normally 7.25 hours per day, to be worked within a work cycle not exceeding five consecutive days. Hours in excess of 7.25 per day may be worked as flexible working arrangements.
- These ordinary hours may be worked on any consecutive days in the week, Monday to Friday inclusive, provided that the ordinary hours are to be worked between 6:00 am and 6:00 pm, with the exceptions of:
 - Security staff who work agreed shift rosters;
 - Staff on Information Technology Service Desks who work between 8.00 am to 9.00 pm, Monday to Sunday. Non-casual Information Technology Service Desk staff hired to work weekends will be paid at the ordinary rate plus 50% of their total weekend hours. Any eligible staff member who works in excess of 36.25 hours per week will continue to receive overtime payments;
 - Staff in Information Technology Services that are required to attend prior to 6am for regular maintenance;
 - Staff in Laboratory Support who work between 7:00am and 11:00pm;
 - Staff in Sport who work between 6:00am and 9:00pm, Monday to Sunday;
 - Staff in Information Services, Catering and Events, Marketing and Communications Student Ambassadors and USC International Activity Assistants who work between 7:00 am and 11:00 pm, Monday to Sunday;
 - The arrangements in place at the date of certification of this Agreement for the payment of voluntary banked hours for casual Catering staff.

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4.2.1 Rest pauses and meal break

Staff will take two ten minute rest pauses, one in each half of the day, included in working hours. Rest pauses will be taken at times to suit the convenience of the work area.

Staff are to take an unpaid meal break commencing not earlier than 3 hours and not later than 5 hours from commencement of duty (including rest pause) ranging from a minimum of 30 minutes to a maximum of 2 hours duration, with prior approval from the supervisor.

4.2.2 Overtime

Professional staff employed at or below Level 7 are eligible for payment of overtime penalty rates for additional hours worked at the request of their supervisor and approved in advance of the overtime being worked. Overtime is payable for work performed in excess of the standard 36.25 hours per week or for work in excess of 10 hours on any one day.

Overtime will be calculated to the fifteen minute interval. Minimum call out for overtime will be two hours and in the interests of health and efficiency, staff should not be required to work more than 3 hours overtime (exclusive of a meal break) on any day unless special circumstances exist. Overtime and meal allowances during overtime will be paid in accordance with Schedule 2.

4.2.3 Flexible hours arrangement

The flexible hours arrangement provides staff (excluding shift workers) and the University flexibility to achieve a better balance between the personal lives and working times of staff, while giving priority to the University's operational needs and the maintenance of acceptable workflows.

The flexible hours arrangement allows for staff to accrue time as 'flex-time', on an hour for hour basis, that can then be taken as time off work without loss of pay at a later date. Accumulated credit time is calculated over a four week work cycle, normally to a maximum of fourteen hours and thirty minutes, and the maximum carry over between the four week work cycle will normally be ten hours. Staff cannot accumulate flex-time unless work is available to be performed during the four week cycle and the work is actually performed. Supervisors will not unreasonably refuse a request for a flexible hours arrangement.

The flexible hours arrangement is available to all Professional staff excluding casual staff and staff employed on a shift basis. The flexible hours arrangement may be worked in lieu of the ordinary hours of work provided for in Clause 4.2.

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4.2.4 Roster Change consultation

The University will make all reasonable efforts to ensure roster arrangements are filled on a voluntary basis. Where the University proposes to change the regular roster or ordinary hours of work of staff members (excluding staff members who have irregular, sporadic or unpredictable working hours), it will consult with the affected staff member. For the purposes of this clause, consultation means:

- a) providing affected staff with information about the nature of the change and the likely effects of the change;
- b) requesting feedback from affected staff about the impact of the change (including any impact in relation to family or caring responsibilities, security concerns or transport arrangements);
- c) giving prompt and genuine consideration to the staff member's feedback; and
- d) where requested by an affected staff member, allowing the staff member to be represented.

4.3 Shift work - security staff

A Security Officer may be rostered for a shift during any part of a twenty four hour day and will work in accordance with a shift roster.

4.3.1 Hours of work and annualised hours - security staff

The ordinary hours of work may be less than, but will not exceed seven hours and 15 minutes per day (excluding an unpaid meal break of forty five minutes) and one hundred and forty five hours in any consecutive four weeks.

Annualised hours will be for a specified number of ordinary hours within a 12 month period and the time and manner in which ordinary hours will be rostered over this period. The total number of ordinary hours worked plus shift allowances and pro-rata annual leave entitlements are calculated to determine the annual salary. The annual salary is averaged over the 12 month period so that, regardless of the pattern of hours actually worked, the staff member receives regular fortnightly payments throughout the year for the average number of hours.

4.3.2 Shift rosters - security staff

a) Shift rosters will be developed in accordance with this clause. New rosters and changes to established rosters will be introduced only after consultation with relevant staff and where a staff member chooses, a representative in accordance with this Agreement.

b) The roster arrangements will provide staff with the best possible balance between personal and work times while meeting the operational needs of the University and workplace health and safety standards.

c) All shift rosters will specify the commencing and finishing time of ordinary hours of work for each staff member.

d) Shift rosters will normally be arranged to form a recurring cycle of five days on and two days off per week. Other roster arrangements may be used provided staff are not rostered to work more than twenty days in a four week roster cycle.

e) Shift rosters are spread over a maximum cycle of four weeks.

f) Staff will be notified at least one week in advance of the roster and will be given at least seventy two hours notice of a change of rostered shift.

g) Staff will be entitled to a minimum of ten hours break between rostered shifts. The period of ten hours may be reduced to eight in any of the following situations:

- where staff are required to work overtime;
- for the purpose of changing shifts or shift rosters;
- because another staff member does not report for duty and the staff member is required to replace them;
- where the shift is worked by arrangement between staff. h) A staff member whose rostered day(s) off falls on a public holiday will be granted one day's leave in lieu of such a holiday.

i) A staff member, with prior approval of their supervisor, may voluntarily exchange duties and hours of work with another staff member provided that no staff member will be permitted to work consecutive shifts. The exchange of duties will be arranged without requiring the payment over the shift cycle of overtime, shift payments, or meal allowances greater than would have been made with the original roster.

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4.3.3 Allowances and penalty rates - security staff

A shift allowance will be applicable for all hours worked in the shift and will be paid in accordance with Schedule 2. Ongoing and fixed-term staff employed on a continuous shift roster are entitled to five weeks paid recreation leave.

4.4 Emergency call out

A Professional staff member, who is required by a duly authorised officer of the University to return to duty or work in the event of an emergency with or without notice, will be entitled to payment of overtime and penalty rates and to a minimum payment of two hours at call out rates.

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5. Performance management

The University's performance management scheme comprises several key elements: probation, performance planning and review, staff development, rewarding performance including promotion, and managing unsatisfactory performance, misconduct and serious misconduct, and ill-health and will operate in accordance with the relevant policies. Management of unsatisfactory performance, misconduct and serious misconduct and ill health will operate in accordance with the terms of this Agreement.

5.1 Probation

All staff employed in ongoing or fixed-term appointments will normally undergo a probationary period. Probationary staff are not subject to the provisions of clauses 5.6 and 5.7. The probationary period is set prior to commencement of employment. A probationary period will not be required for a fixed-term staff member on a second or subsequent reasonably contiguous appointment in a position of the same or similar duties.

The length of the probationary period will be determined following consideration of the period of time required to enable both the University and the staff member to evaluate employment suitability and for the staff member to demonstrate performance and outcomes across the range of duties and expectations prescribed to the position and the probation plan.

The maximum period of probation will be:

- Professional positions - twelve months
- Academic positions - three years

As soon as possible after commencement of employment, the new staff member meets formally with their supervisor to discuss and develop a probation plan.

5.1.1 Termination of probationary employment

The VCP or authorised officer can dismiss a staff member on probation provided that:

- the staff member is serving a reasonable probationary period decided upon and notified to the staff member in advance;
- the staff member has not met the requirements of the position as set out in the probation plan mutually developed with their supervisor;
- the probation process has been followed; and
- notice of dismissal is given in writing.

A staff member or the University can terminate probationary employment by providing the following notice:

- Academic staff - sixteen weeks
- Professional and ELICOS Teaching staff - two weeks

No notice will be provided where a staff member is dismissed during probation for serious misconduct. Notice may be given, paid in lieu or forfeited.

Where there is a recommendation to terminate the employment of a probationary staff member, the staff member will be advised of the recommendation including any adverse material about the staff member upon which the recommendation is based. If any meeting is held where the performance of a probationary staff member is to be discussed and which may concern the possible termination of a probationary staff member, the staff member may be accompanied by their nominated representative. The staff member will be entitled to respond to the recommendation, and the response will be taken into consideration by the VCP or authorized officer when considering the recommendation to terminate.

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5.2 Staff development

Staff development is a process through which staff continue to learn and expand their capacity to be effective in their work. It can involve a range of formal and informal activities including study, attendance at courses, job rotation, professional development programs and supervisory training and other job training. All staff are required and encouraged to take responsibility for their own learning, to develop goals and to assist in developing other staff.

5.2.1 Professional Development Program (PDP)

Approval may be granted to undertake research, scholarly or professional activities where, in the opinion of the PDP Committee, such activities contribute to the development of the staff member and the achievement of the University's strategic goals.

All full-time and fractional staff (0.5 time fraction and above) with a minimum of three years continuous service at the University are eligible to apply for PDP. Fixed-term staff will not be granted PDP unless there is sufficient time remaining in their current fixed-term appointment to ensure a return to the University from PDP for a period not less than the period of absence. PDP will not extend the term of the fixed-term appointment.

5.2.2 Study assistance

Financial assistance and leave to attend classes and examinations may be granted to eligible staff enrolled in an approved course at USC. Courses not available at USC may also be supported on the approval of the relevant Cost Centre Manager. Staff (excluding casuals) holding an appointment of twelve months or more are eligible to apply for study assistance.

There are three categories of study assistance that determine the level of financial assistance and leave available to staff to undertake study.

Category A applies where a staff member is required to enroll in a particular program as a condition of their employment. This condition will be explicitly stated in the staff member's written offer of appointment or other formal correspondence.

Category B applies where the program of study will directly contribute to the staff member's performance of duties and is consistent with the qualifications and training level reflected in the classification standards of their substantive position or anticipated future duties at the University.

Category C applies where the program of study will generally contribute to the staff member's performance in their substantive position or contribute, by being relevant to other positions in the University, to the continuing development of the individual staff member.

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5.3 Performance Planning and Review (PPR)

Performance Planning and Review is an ongoing cyclical process that facilitates an active and constructive partnership between a staff member and his/her PPR supervisor to support the ongoing review and development of the staff member's performance within the context of the work area's plans and priorities, University Plans and the University's Strategic Plan. PPR provides a framework for regular, accurate and constructive information and feedback to staff about their performance and can identify areas for future development and improvement. The allocation of workload to a staff member will form part of the PPR discussion.

5.4 Rewarding Performance

5.4.1 Incremental progression

Incremental progression is directly linked with PPR and recognises that performance has been satisfactory and additional skills, experience and knowledge have been acquired. A staff member will advance to the next increment level on their anniversary date. Where unsatisfactory performance or misconduct or serious misconduct procedures have commenced, the increment will be withheld.

5.4.2 Accelerated incremental progression

Accelerated incremental progression is a mechanism to reward staff and recognise exceptional overall performance. It is normally triggered by the annual PPR discussion and therefore occurs only once a year.

5.4.3 Broadbanding of APT positions

Broadbanding is formal recognition that a position spans two adjoining classification levels in that it is based on job analysis, which examines and evaluates the requirements for a position. It is available for positions classified up to and including Level 10. Broadbanding can recognise the application by a staff member of additional skills to those required at their substantive classification level. At the higher level within the broadband, occupants, through experience, will have developed skills and expertise enabling them to perform more independently the full range of duties at a higher level, and more time will be spent on the more complex functions of the position.

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5.4.4 Acting in higher classified positions

A staff member may be asked to temporarily fill a vacant higher classified position. If the staff member is in agreement, is performing all of the duties and accepting the full responsibilities of the position, they will receive an allowance in addition to their normal salary. The allowance will be equivalent to the difference between the staff member's salary and the minimum salary of the position temporarily filled and is payable provided the period worked is for:

- five or more sequential working days in the case of Professional & ELICOS Teaching staff; or
- ten or more sequential working days in the case of academic staff; or
- a regular number of days over a short period, for example, two days per week for a period of ten weeks.

Where a staff member is performing a percentage of the duties and limited responsibilities of the higher position, the allowance will be a percentage of the difference between the staff member's salary and the minimum salary of the classification of the position temporarily filled.

An allowance payable under this clause will be regarded as salary for the purposes of calculating all other types of allowances including overtime.

5.4.5 Professional position reclassification

Reclassification occurs when the evaluation of a position description for an established position determines that the position should be classified at a level other than that at which it is currently classified. The classification of a position description is based on the qualifications or training, supervision, judgement, independence, and problem solving, organisational knowledge, task level and typical activities required to perform the key responsibilities of the position, and does not incorporate any assessment of the personal attributes or performance of the occupant of the position.

A Cost Centre Manager or a staff member may request the re-evaluation of a position in accordance with the Guidelines for the Job Evaluation of Professional Positions. A request for evaluation of a position does not normally occur unless the staff member has completed a Performance Planning & Review (PPR) discussion with their supervisor within the last twelve months and evaluation of a position does not normally occur more than once in any twelve month period.

Should a staff member or the Cost Centre Manager not agree with the outcome of the evaluation, the matter may be referred for review to a member of University Executive that is not responsible for the work area. Written submissions can be made and the review will be conducted as expeditiously as practicable.

5.4.6 Academic promotion

To be promoted is recognition that a staff member is consistently performing and achieving at a higher level than that to which they are currently appointed. Promotions take effect from 1 January in the year following the annual call for applications.

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5.5 Abandonment of employment

Where a staff member is absent without prior notice or approval from the workplace in excess of 5 days and they fail to advise the reason or duration for the absence they may be considered to have abandoned employment and may lead to the termination of employment.

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5.6 Unsatisfactory performance

5.6.1 Counselling and first warning

- a) Where a supervisor is of the view that the performance of a staff member is unsatisfactory, the supervisor will first counsel the staff member on the nature of the improvement required and the time within which reasonable improvement can be expected.
- b) A record of the counsel given will be kept and a copy supplied to the staff member concerned.
- c) If the supervisor believes it appropriate, the supervisor will direct the staff member to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance.
- d) The supervisor will withhold an annual salary increment from the staff member for the duration of the unsatisfactory performance process.

5.6.2 Formal meeting and second warning

e) Where a supervisor believes that counselling has not produced the desired improvements in performance, the supervisor will advise the staff member, in writing, as to the areas of performance that are considered unsatisfactory, the nature of the improvement required, the time within which such improvement must occur, the date proposed for a review of the specific areas of performance, the availability of any relevant development or other resources to assist the staff member in improving and the possible consequences, including dismissal, of unsatisfactory performance.

f) The staff member will be entitled to ten working days from the receipt of the supervisor's written advice to respond to the supervisor, and the staff member may choose to be assisted by a representative, in accordance with this Agreement or at any stage of this process.

g) The supervisor must give due and proper weight to any response provided by the staff member and will do one of the following and advise the staff member in writing:

- confirm the advice of unsatisfactory performance and the remedial action required;
- modify any or all of the particulars contained in the previous advice;
- withdraw the advice and ensure that no records relating to the advice are kept on the staff member's file.

h) No earlier than the date set in the written advice in 5.6.2 (b), the supervisor will review whether or not the required improvement in the staff member's performance has been made.

i) Where the supervisor is satisfied that the required improvements have been made, the staff member will be advised, in writing, and no further action taken will be taken under this clause.

5.6.3 Review by Cost Centre Manager

a) Where the supervisor believes that the performance of the staff member continues to be unsatisfactory, the supervisor will make a formal report to their Cost Centre Manager or where the Cost Centre Manager is the supervisor, their supervisor where they report to the VCP, SDVC or another member of University Executive. The report will clearly state the areas of performance seen as unsatisfactory, the record of attempts to remedy the problem, and the recommended disciplinary action.

b) The supervisor will provide the staff member with a copy of the report at the time it is submitted to their Cost Centre Manager or relevant supervisor. The staff member will be entitled to ten working days from receipt of the supervisor's report to submit a written response to the Cost Centre Manager or relevant supervisor. The staff member may choose to be assisted by a representative, in accordance with this Agreement, in preparing a response.

c) On receipt of the report from the staff member, the Cost Centre Manager or relevant supervisor may then decide to take no further action or refer the matter back to the supervisor to ensure that full and due process will be complied with in substance and in a manner appropriate to the circumstances or take disciplinary action, which is limited to one of the following:

- formal censure or counselling; or
- demotion by one or more classification levels or increments; or
- withholding of an increment;

d) Where the Cost Centre Manager or relevant supervisor considers that suspension with or without pay or termination of employment is warranted, they will make a formal report to the VCP.

e) The Cost Centre Manager or relevant supervisor will advise the staff member in writing of any decision. Where a formal report is made to the VCP, the staff member will be entitled to ten working days from receipt of the Cost Centre Manager or relevant supervisor's report to submit a written response to the VCP and/or request an independent review of the process leading to the supervisor's decision. The staff member may choose to be assisted by a representative, in accordance with this Agreement, in preparing a response.

f) Where the staff member makes a written request to the VCP for an independent review, the review will be conducted no later than 10 working days from the date of receipt of that request by a Review Committee or another timeframe as agreed between the parties. The terms of reference for the Review Committee will be to report on whether the process set out in sub clauses 5.6.1, 5.6.2 and 5.6.3 of this Agreement have been followed, including whether the evidence substantiates a finding of unsatisfactory performance, any decision made to take disciplinary action and any mitigating circumstances raised by the staff member. The Review Committee will act in accordance with Schedule 5 of the Agreement.

5.6.4 Report to the VCP

On receipt of the report from the Cost Centre Manager or relevant supervisor and any written response provided by the staff member, and the report of the Review Committee where it is sought, the VCP may decide to take no further action or refer the matter back to the Cost Centre Manager to ensure that full and due process will be complied with in substance and in a manner appropriate to the circumstances or take disciplinary action, which may include:

- suspension with or without pay or
- termination of employment.

The VCP will advise the staff member in writing of any decision. Such a decision will take effect no earlier than ten working days from the date of the VCP's written advice and the VCP's decision will be final.

5.7 Misconduct and serious misconduct

a) Before the VCP takes disciplinary action against a staff member for reasons amounting to misconduct or serious misconduct, the VCP must take the steps in this clause, except that, where a matter which may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance, the procedures of this clause are not required.

b) Any allegation of misconduct or serious misconduct will be considered by the VCP. If the VCP believes such allegations warrant further investigation the VCP will:

- Notify the staff member in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegations, and to properly consider and respond to them;
- Require the staff member to submit a written response within ten working days.

c) At the time of notifying the staff member under clause (b), if the VCP is of the view that the alleged conduct amounts to conduct of a kind that it would be unreasonable to require the University to continue employment during a period of notice, the VCP may suspend the staff member with or without pay. The VCP may direct that salary be paid on the grounds of hardship or the staff member may engage in paid external employment or access leave entitlements for any period of suspension without pay. Where a suspension without pay has been imposed and the matter is subsequently referred to a Review Committee, the VCP will ensure that the Review Committee at its first meeting determines whether suspension without pay should continue. The Review Committee will provide advice to the VCP as to whether the suspension without pay should continue. During any period of suspension the staff member may be excluded from the University, provided that the staff member will be permitted reasonable access to the University for the preparation of the staff member's case and to collect personal property.

d) If the allegations are denied in part or in full by the staff member, the VCP will give due consideration to the staff member's response. If the VCP determines that there has been no misconduct or serious misconduct, the VCP will immediately advise the staff member in writing and any lost income arising from a suspension without pay will be reimbursed. However, if the VCP determines that the allegation/s warrant further investigation, the VCP will refer the matter to a Review Committee to provide advice to the VCP.

e) The Review Committee will comprise a Chair agreed by the Vice-Chancellor and the Union local branch president, a nominee of the Vice-Chancellor and a staff nominee of the Union. The Committee will be established by the Vice-Chancellor (or nominee) and will meet as soon as practicable. The Committee will act in accordance with Schedule 5.

f) The Review Committee will investigate the allegations and make findings as to whether or not misconduct or serious misconduct has occurred and recommend what disciplinary action, if any, should be taken. The Review Committee will consider any mitigating circumstances when recommending disciplinary action. The Review Committee will provide a report to the Vice Chancellor, normally within 10 days from the establishment of the Review Committee.

g) If the allegations are admitted in part or full by the staff member or the staff member fails to submit a written response, or on receipt of a Review Committee Report, and the VCP is of the view that the conduct amounts to misconduct or serious misconduct, the VCP will advise the staff member in writing of any decision and the operative date of any disciplinary action, which can include:

- formal censure or counselling; or
- demotion by one or more classification levels or increments; or
- withholding of an increment; or
- suspension with or without pay; or
- termination of employment (for serious misconduct only).

h) The VCP's decision will be final.

5.8 Managing ill health

5.8.1 Workplace rehabilitation

If a staff member becomes ill or injured, workplace rehabilitation may be available regardless of whether the injury or illness is work related, as early return to work through a formal rehabilitation program benefits both the injured or ill staff member and the University.

Workplace rehabilitation will commence as soon as possible from the time of injury or initial treatment and will incorporate an accurate medical assessment and advice, and may involve rehabilitation professionals.

5.8.2 Termination on the grounds of ill health

a) The VCP may require the staff member, whose capacity to perform the duties of their position is in doubt, to undergo a medical examination by a medical practitioner chosen by the University and at the University's expense. The VCP will provide the staff member with written notice of not less than 2 months that a medical examination is required.

b) Where the staff member applies to UniSuper, prior to the expiry of the period of notice, for a permanent disablement or temporary incapacity benefit in accordance with the rules of UniSuper, the requirement for a medical examination under sub-clause (a) will lapse immediately and no further action will, subject to sub-clause (c), be taken by the VCP under this clause.

c) Where UniSuper approves a staff member's application for a permanent disablement benefit, the staff member will be deemed to have terminated their employment.

d) Where UniSuper decides that the staff member, following a period of receipt of a temporary incapacity benefit, is capable of resuming work and the VCP elects to dispute this decision, the VCP can proceed under this clause without further recourse to the provisions of sub clause (b).

e) A copy of the medical report made by the medical practitioner in accordance with subclause (a) will be provided to the VCP and staff member. Within fourteen days of the medical practitioner's report being made available, the staff member may request the review of the medical report by an appointed panel of medical practitioners (consisting of three medical practitioners; one appointed by the University, one appointed by staff member and one appointed by the Australian Medical Association of Queensland).

f) In making an assessment as to whether or not the staff member is unable to perform assigned duties and is unlikely to be able to resume them within a reasonable period, the panel will as far as possible apply the same standards as are used by UniSuper in determining permanent disablement or other similar benefit.

g) If the medical examination reveals that the staff member is unable to perform their assigned duties and is unlikely to resume them within twelve months, the VCP may terminate the employment of the staff member under the notice required by this Agreement, or offer the staff member the opportunity to submit a resignation.

h) Where a staff member affected by this clause resigns due to medically certified ill health, the number of years of continuous required to have been completed by the staff member before being entitled to accrued long service leave will be five years.

i) The VCP may construe a failure by a staff member to undergo a medical examination under these procedures within two months of a written notification to do so, as evidence at face value that such a medical examination would have found that the staff member is unable to perform assigned duties and is unlikely to be able to resume assigned duties within twelve months, and may act accordingly.

j) In making an assessment as to whether or not a staff member is unable to perform assigned duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner or panel of medical practitioners appointed under sub-clause h) above will as far as possible apply the same standards as are used by the staff member's superannuation fund in determining qualification for the payment of a disablement benefit.

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6. Leave

6.1 Absence from duty

Where a staff member is absent without prior notice and approval from the workplace, they will notify their supervisor immediately of the reason for and the expected duration of the absence.

6.2 Recreation leave

Full-time staff are entitled to paid recreation leave, with an additional 17.5% loading, at the rate of twenty working days for each completed year of service from the date of appointment. Fractional staff are entitled to recreation leave on a proportionate basis. Where a staff member's leave entitlement equals or exceeds six working weeks, the staff member's supervisor can direct the staff member to take at least two working weeks of the leave entitlement within a three month period from the date of direction. The supervisor must give at least two months' notice to the staff member of such direction.

Leave loading is equal to 17.5% of salary for the period of leave accrued and is calculated on the ordinary salary/wage rate of payment (excluding weekends, public holidays, overtime and penalty rates). Leave loading will be payable in the pay period immediately prior to Christmas.

6.3 Sick leave

Full-time staff are entitled to paid sick leave for up to ten working days per year. Fractional staff members are entitled to paid sick leave on a proportionate basis. Sick leave is available twelve months in advance during the first year of service, and then accrues on a proportionate, cumulative basis.

A staff member absent from work through illness must advise their supervisor as soon as practicable on the first day of absence. Applications for sick leave of three or more days must be supported by a certificate from a medical practitioner stating the nature of the illness and the period or approximate period for which sick leave is required. When a staff member is ill for three consecutive days whilst on recreation or long service leave, supported by a certificate from a medical practitioner no deduction of recreational or long service leave credits will be made for the period of illness. No re-credit will be granted to a staff member on recreation or long service leave immediately prior to retirement, resignation or termination of employment.

A supervisor can request a staff member with a proven regular pattern of sick leave to provide a medical certificate for any sick leave taken in the six months following the supervisor's request. Staff who have used their full entitlement of sick leave, when supported by satisfactory medical certification, can access sick leave without pay. Where a staff member chooses, recreation leave entitlements may also be accessed.

Where a supervisor has concerns about a staff member's ability to perform their normal duties on their return from a period of sick leave, they can request that the staff member provide a medical clearance certifying that the staff member is fit to resume normal duties.

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6.4 Carer's leave

Carer's leave is available for a staff member's absence to provide care and support for a member of their immediate family or household under their care when they are ill. A full-time staff member is entitled to up to five days paid carer's leave per year. Fractional staff will be entitled to carer's leave on a proportionate basis. Carer's leave is noncumulative. Proof of leave for three or more days must be furnished by way of a medical certificate from a medical practitioner or via a statutory declaration stating the illness of the person concerned. In addition, a staff member is entitled to use any sick leave entitlement.

A staff member may elect, with the approval of the supervisor, to take leave without pay, recreation leave, or hours accumulated under the flexible hours arrangement for the purposes of providing care to a member of their immediate family or household who is ill.

Casual staff are entitled to unpaid leave of up to two days per occasion and must supply a medical certificate from a medical practitioner or via a statutory declaration stating the illness of the person concerned.

6.5 Bereavement / compassionate leave

Full-time and fractional staff members may be granted up to two days paid bereavement/compassionate leave on full pay, per occasion, when a member of their immediate family or a member of their household:

- contracts or develops a personal illness that poses a serious threat to their life; or
- sustains a personal injury that poses a threat to their life; or
- dies.

For a death outside Australia, staff are entitled to an additional two days paid bereavement leave for travel purposes. A staff member can be required to show supporting evidence.

Casual staff may be granted bereavement/compassionate leave on an unpaid basis as described above.

6.6 Public holidays

Staff are entitled to the following holidays, without loss of pay:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

- The following days as prescribed in the relevant states, territories and localities: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- An additional day as observed in the State of Queensland.

Substitute days:

- When Christmas Day or Boxing Day is a Saturday or a Sunday, a holiday in lieu will be observed on 27 December and/or 28 December respectively.
- When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu will be observed on the next Monday.
- Where in Queensland, public holidays are declared or prescribed on days other than those set out above, those days will constitute additional holidays for the purpose of this Agreement.

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6.7 University holiday - Christmas / New Year close down

Any work day between a Christmas Day and the next New Year's Day, which is not a public holiday, will be treated as a day off without loss of pay or recreation leave credits.

6.8 Leave without pay

Leave without pay from employment with the University may be granted at the discretion of the supervisor and normally only after all recreation leave credits have been exhausted. If a continuous period of leave exceeds ten working days, the period of leave is not recognised as service for the purpose of calculating any entitlements. Superannuation payments are not made by the University for periods of leave without pay. For leave in excess of four weeks, the staff member's increment date is changed by the total period of leave. Public holidays which fall in the period of leave without pay form part of the leave. Leave may not be granted in broken periods separated by public holidays or by periods of long service or recreation leave.

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6.9 Long service leave

Staff who complete ten years continuous service are entitled to paid long service leave at the rate of 1.3 weeks per year and a proportionate amount for an incomplete year. Staff are to make an application for Long Service Leave at least six months prior to taking a period of long service leave. If less than six months notice is given, it is at the supervisor's discretion to approve the leave.

Leave is normally taken in blocks of not less than four weeks.

The University can direct a staff member with long service leave accruals exceeding eighteen weeks to proceed on long service leave for up to three months, at a time convenient to the needs of the University.

Upon termination of employment after the ten year qualifying period, staff will be entitled to receive payment in lieu of accrued long service leave credits not taken.

6.9.1 Recognition of prior service for long service leave

The University will recognise up to five years long service leave credit for previous employment with another Australian university, the Commonwealth or State Public Service, or a Commonwealth or State Statutory Authority, provided there is no more than two months break in employment between the releasing institution and the University. The University will recognise the period of service with a releasing institution for which the staff member has received neither long service leave nor pay in lieu and for which employment involved duties closely related to those duties being undertaken at the University of the Sunshine Coast. Where a staff member has received payment by a previous employer for accrued long service leave or long service leave has been taken, the University will grant pro-rata long service leave after the staff member has been employed at the University for a minimum of three years. Where prior service is recognised, any long service leave subsequently granted by the University, or payment made in lieu of such leave, will be calculated as if such service had been service in the University.

To be considered, an application for recognition of prior service must be made within three months of appointment.

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6.10 Parental leave

Parental leave (paid and unpaid) is available, in accordance with the relevant policy, for eligible staff when they become a significant or primary carer for a new child. A period of parental leave will count as continuous service for all purposes except for calculating recreation leave entitlements and superannuation contributions which are limited to the period for which paid leave is granted. Parental leave includes:

Unpaid parental leave	To be the primary carer of a new child.	52 weeks inclusive of any paid parental leave	Unpaid
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Adoption leave	To be the primary carer of a child, other than a new child.	13 weeks	Paid	
Partner leave	To be the significant carer of a new child.	Ten days	Paid	
Adoption leave	To be the primary carer of a new child.	26 weeks	Paid	
Paid Parental leave	To be the primary carer of a new child.	26 weeks	Paid	Staff that have completed twelve months service excluding staff appointed on a casual basis. Fractional staff will be eligible on a proportionate basis.
TYPES OF PARENTAL LEAVE	PURPOSE OF THE LEAVE	MAXIMUM DURATION PAID / FOR 12 MONTHS SERVICE	UNPAID	ELIGIBLE STAFF

Paid parental leave is granted on the understanding that the staff member will return to work at the end of the leave period for a minimum period equivalent to the period of leave. Staff returning from parental leave will normally return to the position occupied immediately prior to commencement of leave. When this is not possible, the staff member will be offered another comparable position with no loss of salary, tenure or classification.

Casual staff are entitled to twelve months unpaid parental leave if they have been employed on a regular and systematic basis for at least twelve months, and there is a reasonable expectation that this will continue.

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6.11 Other leave

6.11.1 Special leave

Full-time staff may be granted up to three days paid special leave in special circumstances, including for cultural or religious days of observance. Fractional staff may be granted special paid leave on a proportionate basis. Special leave is non-cumulative, accrues on the anniversary of commencement and is subject to the approval of the supervisor.

6.11.2 Domestic and Family violence

Where a staff member experiences domestic and family violence in their personal life that affects their attendance or capacity to perform their work they may be granted up to 10 days per annum paid leave to attend to matters including, but not limited to:

- medical appointments and legal proceedings;
- protection of children and dependents;
- other necessary actions associated with the violence.

Staff may also use their accumulated sick leave to attend to necessary related matters.

6.11.3 Defence Force training

Staff who are members of the Defence Reserve Forces are entitled to leave on full pay for the purposes of attending annual training camp of up to 16 days duration or up to 18 days where certified by the relevant commanding officer.

6.11.4 Jury service

A staff member (except casuals) who is required to attend a Court for the purpose of jury service will be entitled to paid leave for the duration of such attendance. Any fees paid to a staff member by reason of leave to attend jury service will be payable to the University. Casual staff are entitled to unpaid leave for the purposes of jury service.

6.11.5 National sporting events

Full-time staff selected as national competitors, officials or umpires/referees to participate in major international and national sporting competitions may be granted five days paid leave each year. Fractional staff are entitled to leave on a proportionate basis.

6.11.5 Natural disaster

Where a staff member is prevented from traveling from their usual place of residence to attend duty as a result of floods, cyclonic disturbances, bushfires or earthquakes, three days paid leave per year may be granted. Where a staff member is required to return home to ensure their own safety, protection of their family or property, or availability of transport facilities which may later be disrupted or discontinued because of weather conditions, paid leave for the remainder of the day may be granted.

6.11.6 State emergency call out

Any full-time or fractional staff member who is a voluntary member of the State Emergency Service, Voluntary Fire Brigade, or similar organisation can take paid leave during an emergency declared by a recognised authority. Casual staff can take unpaid leave.

6.11.7 Trade union leave

Subject to the operational requirements of the relevant work area, a staff member who is nominated by the Union to attend a trade union training course, seminar or development activity including Council meetings, will be granted leave with full pay for the duration of the course, seminar or activity up to a total of five days in any one calendar year. Leave is non-cumulative. A staff member taking trade union training leave is required to give the authorising officer reasonable notice of the leave of absence.

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7. Termination of employment

Except for casual appointments, termination of employment will only be made in accordance with the relevant clauses of this Agreement.

7.1 Payment on cessation of employment

Upon cessation of employment, a staff member's final salary will be paid into their nominated bank account on the next available payday. The University will be entitled to deduct any monies owing by the staff member to the University from any wages due to the staff member other than monies due to the staff member in lieu of accrued leave.

7.2 Notice periods

Either the University or a staff member must give the following notice:

- Academic staff - sixteen weeks
- Professional and ELICOS Teaching staff - five weeks

At the discretion of the Cost Centre Manager a shorter period of notice for resignations may be approved.

At the discretion of the Cost Centre Manager, payment for University instigated terminations may be made in lieu of notice and will be calculated on the staff member's salary (including allowances and loadings) at the date of ceasing employment. Payment in lieu of notice will be at nil pay for staff on leave without pay immediately prior to their termination.

7.3 Exemptions to notice requirements

The University may terminate without notice the employment of a staff member found to have engaged in serious misconduct such that it would be unreasonable to require the University to continue employment during the notice period. In the event of redundancy, the retrenchment package is made in lieu of any notice period.

7.4 Provisions for completion of fixed-term appointments

The University will advise, and the supervisor will discuss with, fixed-term staff about the impending termination or renewal of their contract, and this will be no later than five weeks before the end of their contract.

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7.5 Redundancy provisions

Where there is a need to reduce staffing, the University may identify one or more positions as redundant. The University will initiate consultation with affected staff about the reasons for the decision and about the criteria for determining redundant positions.

The University will write to the staff member(s) concerned and advise that their employment will terminate due to redundancy and provide details of their retrenchment package. The retrenchment package will be calculated based on the staff member's salary at the date of cessation of employment and is provided in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit. The package will be calculated as follows:

- either three weeks' salary per completed year of service with the University to a maximum entitlement of fifty two weeks' salary, or eighteen weeks salary, whichever is the greater;
- an additional eight weeks salary;
- proportionate basis payment for long service leave calculated on completed years of service;
- payment, dependent on age from the time of written notification as follows:

45 and over	12 months
44	11 months
43	10 months
42	9 months
41	8 months
40	7 months
Under 40	6 months
AGE	PAYMENT

Should a staff member not accept the decision to make the position redundant they must write to VCP for a review of the decision to terminate. The VCP will immediately refer the matter to a Review Committee.

The Review Committee will comprise a Chair agreed by the VCP and the Union local branch President, a staff nominee of the VCP and a staff nominee of the Union, or where the staff member chooses, an independent member of staff. The Committee will be established by the VCP (or nominee) and will meet within five days. The Committee will act in accordance with Schedule 5.

The Review Committee will review that the decision to terminate was fair and reasonable in the circumstances. The Review Committee will provide a report to the VCP within five days of being established.

The VCP will consider the recommendations of the Review Committee in making a decision and if the decision is not to proceed with retrenchment, the VCP will advise the staff member in writing. If the VCP decides to proceed with retrenchment, the staff member will be advised in writing and will receive the separation package detailed above excluding the additional eight weeks salary.

Where the University has given notice of retrenchment to a staff member, a full time staff member will be allowed up to the equivalent one day's time off work per week without loss of pay for the purpose of seeking other employment. Time off will be taken at times that are convenient to the staff member, after consultation with the staff member's supervisor.

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8. Other conditions

8.1 Indigenous employment

The University is committed to increasing employment and participation opportunities for Indigenous Australians and this objective forms part of the University's commitment to reconciliation with Indigenous Australian people.

The University will provide a supportive working environment for Indigenous Australians and ensure University policies, procedures and guidelines are formulated with the view of eliminating racism in the workplace and ensuring the University is culturally responsive and responsible.

The University has already developed and implemented an Indigenous Employment and Participation Strategy through a consultative process involving representatives from the University and the Indigenous community. In addition, the VCP has established an Indigenous Advisory Committee that is responsible to the VCP for taking active measures to support the Strategy. The Indigenous Advisory Committee comprises members of the Indigenous community, members of the local community and members of staff. All indigenous members of staff are invited to participate in the Advisory Committee.

The Committee will be responsible to the VCP for monitoring the employment and participation initiatives aimed at ensuring that the percentage of Indigenous Australian staff members at the University is at least that outlined in the University's Reconciliation Action Plan.

8.1.1 Indigenous language allowance

A staff member who has a recognised proficiency in any one of the Aboriginal or Torres Strait Islander languages and is required to use the recognised language as a position requirement will be paid an allowance as specified in Schedule 2. Indigenous language means a recognised proficiency in any one of the Aboriginal and Torres Strait Islander languages.

8.2 Workloads

8.2.1 Principles

In developing the workload of each staff member both the staff member and supervisor will recognise a range of factors that will influence the type, level and load of the individual staff member. The workload will:

- be consistent with the classification level and the skills, knowledge and attributes required of the position and the capabilities and capacity of the staff member;
- be reasonable, transparent and ensure equity across the work area;
- recognise roles outside work, including family responsibilities;
- provide opportunities for career development, including professional development, leadership roles and aspirations for promotion;
- ensure the health and well-being of staff is not adversely affected;
- ensure access to leave entitlements; and,
- recognise that from time to time priorities and focus will change.

Workload discussions, including any proposed changes to workloads, will occur during PPR for all eligible staff. Any proposed changes will occur through prior consultation and the person proposing the change should provide the other person with the reasons for the proposed changes.

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8.2.2 Academic staff

Guidelines for the Allocation of Academic Work have been developed through consultation with academic staff and any variation will require further consultation. Where there is inconsistency between the Guidelines and the Enterprise Agreement, the Enterprise Agreement will prevail.

The Guidelines will provide the flexibility to recognize the diversity of the academic work and that the level of activity in any one area may

change during an academic's career.

The major areas of activity for academic work are;

- learning and teaching;
- research and research management; and,
- engagement and service

Should the level of activity in one of the major areas above not meet the threshold level of the activity required, then the staff member may be allocated a higher level of activity or activities. Notwithstanding this, teaching contact hours will not exceed the ranges provided in the table below.

PPR workload discussions with staff will be based upon their academic profile.

- A teaching and research profile will require the staff member to be active in teaching, research and engagement/service;
- A teaching focus profile will require the staff member to be primarily active in teaching and teaching related duties, including scholarship, with participation in research and/or engagement/service; and,
- A research focus profile will require the staff member to be primarily active in research associated activities, with participation in teaching and/or engagement/service.

Any movement between the work profiles will be discussed during PPR.

RESEARCH FOCUS	20% Teaching	60% Research	20% Service/Engagement	104-207
TEACHING FOCUS	60% Teaching	20% Research	20% Service/Engagement	312-390
TEACHING AND RESEARCH	40% Teaching	40% Research	20% Service/Engagement	208-312
ACADEMIC PROFILE	NOTIONAL WORK ALLOCATION	NOTIONAL WORK ALLOCATION	NOTIONAL WORK ALLOCATION	TEACHING DELIVERY HOURS (ANNUAL)

The range of teaching delivery hours in each profile accommodates workload (as per workload guidelines) associated with course coordination of large courses or multiple courses, program coordination, course development, postgraduate supervision, multi-site delivery, travel between campuses or where PPR discussions between the staff member and supervisor have identified significantly superior contribution by the staff member in the other work areas.

Allocation of academic work through the PPR discussion will also recognise the need for early career academics to have sufficient time to develop research activity. Early career academics will receive a teaching delivery allocation lower than that normally allocated to established academics, usually for a period of two years from their first fixed-term or continuing appointment at USC, or while on probation, whichever is longer.

The University will ensure that factors such as workplace health and safety, length of the working day and the provision of breaks are considered when allocating workload. Except when undertaking fieldwork, no staff member can be directed to teach more than five hours without a break, or more than seven hours in any one day.

Work Allocation and Teaching Delivery Hours will be pro-rata for part-time staff, and for staff on extended absences such as Long Service Leave, Parental Leave, and Professional Development Program.

In addition to the profiles outlines above, the University may also appoint academic staff

- to roles that are research only;
- to roles that are teaching intensive in clinical education and in the Preparatory and Enabling Unit.

Where an academic staff member does not meet the criteria for Research Active, that staff member may be moved from a Teaching and Research Profile into a Teaching Focused Profile. The academic staff member may request to retain their current Teaching and Research Profile for a period of up to 12 months. The academic staff member must have a reasonable and practical plan to become Research Active within the 12 month period. This plan will form part of the PPR discussions.

If, at the end of the 12 month period, the academic staff member has not achieved Research Active status, the supervisor may confirm the staff member's movement into a Teaching Focused Profile.

An academic staff member who has a Teaching Focused Profile for a period of three years may request a Teaching and Research Profile. The academic staff member will be provided with the normal workload allocation applicable to a Teaching and Research Profile for a period of 12 months. The equivalent of the criteria for Research Active will be one-third of the three year requirement. Where the academic staff member does not achieve the equivalent research active criteria within 12 months the academic staff member may return to a Teaching Focused Profile at the discretion of the supervisor.

The University publishes Research Active criteria. For this Agreement only, the criteria will only be modified through agreement with the JCC.

The total allocation to any staff member will not normally be more than 1668 hours annually, which allows for the recognition of the entitlement to 20 days recreation leave and 10 public holidays.

The staff member may request an increased workload in one year and a lesser workload in the following year.

usc.edu.au/policy

Workload allocations within a faculty will be published and available to all faculty staff.

Where a supervisor and staff member do not reach agreement on the workload allocation during PPR discussions either person may refer the matter to the Executive Dean. The Executive Dean will seek advice from both parties and formulate a resolution. The Executive Dean may seek advice from the SDVC and the Director, Human Resources.

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8.3 Outside employment

Outside employment refers to any employment undertaken in addition to a staff member's duties at the University, including private practice, directorships and partnerships and work for another employer. For full-time staff and fractional staff with an employment fraction of 50% or more of the full-time equivalent, outside employment must be approved by the delegated officer, prior to commencement of outside employment. Any liabilities will be the responsibility of the staff member.

8.4 Overpayment

The University may recover any amount to which a staff member is not entitled by deducting amounts from the staff member's wages in subsequent pay periods.

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8.5 Intellectual and academic freedom

The parties are committed to act in a manner consistent with the protection and promotion of the principles of intellectual and Academic freedom within the University.

The principles include the right of staff to:

- Pursue critical and open inquiry;
- Participate in public debates and express opinions about their discipline or profession, general social issues and higher education issues;
- Participate in decision making processes within the University via appropriate representation on University committees;
- Participate in professional and representative bodies, including trade unions, without fear of harassment or intimidation; and
- Undertake all aspects of their role without fear of harassment, bullying, intimidation or unfair treatment.

All staff have the right to express unpopular or controversial views, but this does not mean that they have a right to harass, vilify, bully or intimidate those who disagree with their views. These rights are linked to the responsibilities of staff to support the role of universities as places of independent learning and thought, where ideas may be put forward and opinion expressed freely, and as institutions which must be accountable for their expenditure of public money. These rights are also linked to the responsibilities of staff outlined in the University's Code of Conduct.

8.6 Job security

The University is committed to retaining the services of, and offering ongoing opportunities to, existing staff wherever practicable. If reductions in staffing levels are required those reductions will be made as far as possible through voluntary measures and redeployment and forced retrenchments will only be used as a last resort.

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8.7 Management of change

When the University proposes to introduce one or more of the following:

- a significant change to work organization; or
- a change that may result in the loss of one or more jobs; or
- contract out or outsourcing of work that is currently being performed by staff,

it will initiate consultation about the need for change directly with affected staff, and where they choose, the Union in accordance with this Agreement.

Consultation will cover the rationale for change; alternative strategies for dealing with the situation; identification of the potential adverse effects on staff, if any; strategies for avoiding or mitigating such adverse effects; the implementation plan (including the timetable and preferred measures for staff reductions), the criteria to be used in determining whether to accept applications for voluntary redundancy and whether a post implementation review is appropriate.

The University will wherever possible implement alternative voluntary measures prior to job loss. These measures may include redeployment, flexible working arrangements, fractional appointments and voluntary retrenchment.

8.8 Union facilities

The Union will be entitled to hold meetings with Union members during work breaks, provided that appropriate prior notice of meeting times and arrangements for such meetings are provided to the University.

The University will provide for the deduction of Union dues from salary at a rate or amount advised from time to time as payable under the Union's rules, where this has been authorised by the staff member either before or after the commencement of this Agreement. There will be no charge to the staff member for this service. The staff member or the Union are entitled to cancel the arrangement by advice in writing.

8.9 Staff supervision

A supervisor will provide leadership and is responsible for monitoring the performance of staff and providing support to staff whose performance is assessed as requiring improvement. Where possible, supervisors will be competent in the areas of expertise of the staff for whom they are responsible. Academic supervisors will normally be classified, where possible, at Level C or above on the academic stream.

Each staff member will have a supervisor who will normally be the head of the staff unit for academic staff, or the head of the section for Professional and ELICOS Teaching staff. On appointment to the University, the staff member will be informed in writing of the position designated as the staff member's supervisor. Written advice will also be provided if a staff member moves to another work unit or where restructuring warrants a change in supervisory arrangements.

A staff member may request the Vice-Chancellor and President (or nominee) to designate an alternative supervisor. These requests will be dealt with in a timely manner and the Vice-Chancellor and President (or nominee) may accede to these requests where a change in supervisor would remove potential conflict of interest or contribute to more harmonious relations within the work unit.

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9. Agreement schedules

Schedule 1 Salary tables

Salary Table 1 - Full-time Staff Members Academic

Level E	01 M	159623	160123	164927	169874	174971	180220
04 M	136520	137020	141131	145365	149726	154217	
03	132320	132820	136805	140909	145136	149490	
02	128120	128620	132479	136453	140547	144763	
Level D	01	123917	124417	128150	131994	135954	140033
06 M	118670	119170	122745	126428	130221	134127	
05	115516	116016	119496	123081	126773	130577	
04	112369	112869	116255	119743	123335	127035	
03	109216	109716	113007	116397	119889	123486	
02	106070	106570	109768	113061	116452	119946	
Level C	01	102914	103414	106517	109712	113003	116394
06 M	99767	100267	103275	106374	109565	112852	
05	96614	97114	100028	103028	106119	109303	
04	93466	93966	96785	99688	102679	105759	
03	90313	90813	93537	96343	99234	102211	
02	87164	87664	90294	93003	95793	98667	
Level B	01	84013	84513	87048	89660	92349	95120
08 M	79810	80310	82719	85201	87757	90389	
07	77082	77582	79910	82307	84776	87320	
06*	74352	74852	77097	79410	81792	84246	
05	71623	72123	74286	76515	78810	81175	
04	68890	69390	71472	73616	75825	78100	
03	65529	66029	68010	70050	72152	74316	
02	62170	62670	64550	66486	68481	70535	
Level A	01	58810	59310	61089	62922	64810	66754

CLASSIFICATION LEVEL	STEP	SALARY ANNUAL 03/05/14	SALARY ANNUAL 28/06/14	SALARY ANNUAL 07/03/15	SALARY ANNUAL 05/03/16	SALARY ANNUAL 04/03/17	SALARY ANNUAL 03/03/18
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* Minimum commencing salary for PhD or Unit Coordination

Salary Table 2 - Casual Academic Staff

2(a) Lecturing - rate per hour of lecture delivered

Repeat lecture (1 hour delivery and 1 hour associated working time) (LR)	111.74	112.39	115.76	119.23	122.81	126.49
Specialised lecture (1 hour delivery and 4 hours associated working time) (LS)	279.37	280.97	289.40	298.08	307.03	316.24
Developed lecture (1 hour delivery and 3 hours associated working time) (LD)	223.49	224.78	231.52	238.47	245.62	252.99
Basic lecture (1 hour delivery and 2 hours associated working time) (LB)	167.62	168.58	173.64	178.85	184.21	189.74
TYPE OF LECTURING AND ASSOCIATED WORKING	03/05/14	28/06/14	07/03/15	05/03/16	04/03/17	03/03/18

2 (b) Tutoring

Step 1. Rate per hour of tutorial delivered.

Repeat tutorial (1 hour of delivery and 1 hour associated working time) (TR)	79.70	80.34	82.75	85.23	87.79	90.43
Tutorial (1 hour of delivery and 2 hours associated working time) (TB)	119.55	120.51	124.13	127.85	131.69	135.64
TYPE OF TUTORING AND ASSOCIATED WORKING TIME ASSUMED	03/05/14	28/06/14	07/03/15	05/03/16	04/03/17	03/03/18

Step 2. Rate per hour of tutorial delivered where the staff members are required to carry out full course coordination duties as part of normal duties, or hold a relevant doctoral qualification per hour of tutorial delivered.

Repeat tutorial (1 hour of delivery and 1 hour associated working time) (TR)	95.32	95.96	98.84	101.80	104.86	108.00
Tutorial (1 hour of delivery and 2 hours associated working time) (TB)	142.98	143.94	148.26	152.71	157.29	162.01
TYPE OF TUTORING AND ASSOCIATED WORKING TIME ASSUMED	03/05/14	28/06/14	07/03/15	05/03/16	04/03/17	03/03/18

2 (c) Marking (Rate per hour of marking)

Marking as a supervising examiner, or marking requiring a significant exercise of Academic judgment appropriate to a staff member at ACADEMIC Level B on the ACADEMIC stream (MS)	55.87	56.19	57.88	59.61	61.40	63.24
Standard marking Step 2 (MB) where full course coordination duties are required or staff hold a relevant doctoral qualification	47.66	47.98	49.42	50.90	52.43	54.00
Standard marking Step 1 (MB)	39.85	40.17	41.37	42.61	43.89	45.21
TYPE OF MARKING	03/05/14	28/06/14	07/03/15	05/03/16	04/03/17	03/03/18

2 (d) Other required Academic activity (Rate per hour of activity delivered)

Step 2 where full course coordination duties are required or staff hold a relevant doctoral qualification	47.66	47.98	49.42	50.90	52.43	54.00
Step 1	39.85	40.17	41.37	42.61	43.89	45.21
OTHER REQUIRED ACADEMIC ACTIVITY OUTLINED IN SCHEDULE 4 (OA)	03/05/14	28/06/14	07/03/15	05/03/16	04/03/17	03/03/18

* To take effect seven days after Enterprise Agreement (EA) approval by FWC.

2 (e) Undergraduate Clinical Nurse Education (Rate per hour of activity delivered)

Conduct of undergraduate nurse education in a clinical setting outlined in Schedule 4 (CN)	55.87	56.19	57.88	59.61	61.40	63.24
CONDUCT OF UNDERGRADUATE NURSE EDUCATION IN A CLINICAL SETTING OUTLINED IN SCHEDULE 4 (CN)	03/05/14	28/06/14	07/03/15	05/03/16	04/03/17	03/03/18

Salary Table 3 - Full-time Professional Staff Members

Level 10	01	105462	105962	109141	112415	115788	119262
03	103121	103621	106729	109931	113229	116626	
02	100781	101281	104319	107449	110672	113992	
Level 9	01	98434	98934	101902	104959	108108	111351
05	95622	96122	99006	101976	105035	108186	
04	92811	93311	96111	98994	101964	105023	
03	89997	90497	93212	96009	98889	101856	
02	87185	87685	90316	93025	95816	98690	
Level 8	01	84373	84873	87419	90042	92743	95525
04	82031	82531	85007	87557	90184	92890	
03	79686	80186	82592	85070	87622	90251	
02	77342	77842	80177	82582	85060	87611	
Level 7	01	74998	75498	77763	80096	82499	84974
04	73593	74093	76316	78605	80963	83392	
03	71717	72217	74384	76615	78914	81281	
02	69843	70343	72453	74627	76865	79171	
Level 6	01	67967	68467	70521	72637	74816	77060
05	66093	66593	68590	70648	72768	74951	
04	64218	64718	66660	68660	70719	72841	
03	62342	62842	64728	66670	68670	70730	
02	60468	60968	62797	64681	66622	68620	
Level 5	01	58592	59092	60865	62691	64572	66509
03	56720	57220	58936	60704	62525	64401	
02	55311	55811	57485	59210	60986	62816	
Level 4	01	53907	54407	56040	57721	59452	61236
10	52499	52999	54589	56226	57913	59651	
09	51111	51611	53159	54754	56397	58089	
08	49731	50231	51738	53290	54889	56536	
07	48353	48853	50319	51828	53383	54985	
Level 3	06	46974	47474	48898	50365	51876	53432
07	45828	46328	47717	49149	50623	52142	
Level 2	06	44678	45178	46534	47930	49368	50849
08	43529	44029	45350	46710	48112	49555	

07	42380	42880	44166	45491	46856	48262	
Level 1	06	41460	41960	43218	44515	45850	47226
CLASSIFICATION LEVEL	STEP	SALARY ANNUAL 03/05/14	SALARY ANNUAL 28/06/14	SALARY ANNUAL 07/03/15	SALARY ANNUAL 05/03/16	SALARY ANNUAL 04/03/17	SALARY ANNUAL 03/03/18

Salary Table 4 - Casual Professional Staff Members

Level 10	01	69.69	70.02	72.12	74.29	76.52	78.81
03		68.14	68.47	70.53	72.65	74.82	77.07
02		66.60	66.93	68.94	71.00	73.13	75.33
Level 9	01	65.05	65.38	67.34	69.36	71.44	73.58
05		63.19	63.52	65.42	67.39	69.41	71.49
04		61.33	61.66	63.51	65.42	67.38	69.40
03		59.47	59.80	61.60	63.44	65.35	67.31
02		57.61	57.94	59.68	61.47	63.32	65.22
Level 8	01	55.75	56.09	57.77	59.50	61.29	63.12
04		54.21	54.54	56.17	57.86	59.60	61.38
03		52.66	52.99	54.58	56.22	57.90	59.64
02		51.11	51.44	52.98	54.57	56.21	57.89
Level 7	01	49.56	49.89	51.39	52.93	54.52	56.15
04		48.63	48.96	50.43	51.94	53.50	55.11
03		47.39	47.72	49.15	50.63	52.15	53.71
02		46.15	46.48	47.88	49.31	50.79	52.32
Level 6	01	44.91	45.24	46.60	48.00	49.44	50.92
05		43.67	44.00	45.32	46.68	48.09	49.53
04		42.44	42.77	44.05	45.37	46.73	48.13
03		41.20	41.53	42.77	44.06	45.38	46.74
02		39.96	40.29	41.50	42.74	44.02	45.34
Level 5	01	38.72	39.05	40.22	41.43	42.67	43.95
03		37.48	37.81	38.94	40.11	41.32	42.56
02		36.55	36.88	37.99	39.13	40.30	41.51
Level 4	01	35.62	35.95	37.03	38.14	39.29	40.46
10		34.69	35.02	36.07	37.15	38.27	39.42
09		33.77	34.10	35.13	36.18	37.27	38.38
08		32.86	33.19	34.19	35.21	36.27	37.36
07		31.95	32.28	33.25	34.25	35.27	36.33
Level 3	06	31.04	31.37	32.31	33.28	34.28	35.31
07		30.28	30.61	31.53	32.48	33.45	34.45
Level 2	06	29.52	29.85	30.75	31.67	32.62	33.60
08		28.76	29.09	29.97	30.86	31.79	32.74
07		28.00	28.33	29.18	30.06	30.96	31.89
Level 1	06	27.39	27.73	28.56	29.41	30.30	31.21

CLASSIFICATION LEVEL	STEP	HOURLY RATE 03/05/14	HOURLY RATE 28/06/14	HOURLY RATE 07/03/15	HOURLY RATE 05/03/16	HOURLY RATE 04/03/17	HOURLY RATE 03/03/18
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Salary Table 5 - Full-time ELICOS Teaching Staff Members

Level 12	A/B/C	78467	78967	81336	83776	86289	88878
Level 11	A/B/C	76168	76668	78968	81337	83778	86291
Level 10	A/B/C	73564	74064	76286	78575	80932	83360
Level 9	A/B/C/D	70768	71268	73406	75608	77876	80213
Level 8	A/B/C/D	68389	68889	70956	73085	75277	77536
Level 7	A/B/C/D	66229	66729	68731	70792	72916	75104
Level 6	A/B/C/D	64066	64566	66503	68498	70553	72670
Level 5	A/B/C/D	61907	62407	64279	66208	68194	70240
Level 4	A/B/C/D	58667	59167	60943	62771	64654	66594
Level 3	B/C/D	56583	57083	58796	60560	62377	64248
Level 2	C/D	54548	55048	56699	58400	60152	61957
Level 1	53531	54031	55652	57322	59041	60813	
CLASSIFICATION LEVEL	CATEGORY	SALARY ANNUAL 03/05/14	SALARY ANNUAL 28/06/14	SALARY ANNUAL 07/03/15	SALARY ANNUAL 05/03/16	SALARY ANNUAL 04/03/17	SALARY ANNUAL 03/03/18

Schedule 2 Allowances

Allowance 1: Overtime Penalty Rates

Public Holidays	Ordinary rate plus 150%, with a minimum of four hours work.
Sunday	Ordinary rate plus 100%
Monday to Saturday	Ordinary rate plus 50% for the first three hours and ordinary rate plus 100% thereafter
DAYS	HOURS AND PENALTY RATES

Allowance 2: Meal Allowance

Saturday, Sunday or Public Holidays	Continue or resume duty for more than 1 hour after completing 4 hours overtime and cannot reasonably be expected to return to your residence for a meal and you have an unpaid meal break of at least 30 minutes prior to ongoing overtime; or you resume duty for more than 1 hour after completing a full overtime shift and cannot reasonably be expected to return to your residence for a meal and you have an unpaid meal break of at least 30 minutes before the completion of the overtime.	\$21.00
Saturday, Sunday or Public Holidays	Overtime for more than 4 hours.	\$12.50
Monday to Friday,	Continue or resume duty for more than 1 hour after 6:00 pm and cannot reasonably be expected to return to your residence for a meal and you have an unpaid meal break of at least 30 minutes before the completion of overtime.	\$21.00
Monday to Friday	More than 1 hour either before your ordinary starting time or after your ordinary ceasing time (or more than 1 hour if overtime continues after 6.00pm).	\$12.50
DAYS	HOURS	ALLOWAN CE

Allowance 3: Shift Allowance - Security Staff

Changed shift without 72 hours of notification (paid until the expiry of the 72 hour required notice period)	50%
Public Holiday	150%

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Sunday	100%
Saturday	50%
After the normal spread of hours, where the majority of the shift is worked after 6:00 pm and before 6:00 am, Monday to Friday.	15%
TYPE	RATE

Allowance 4: Indigenous Language Allowance

Level 2	\$3489.24 gross per annum	Proficient language skills for general business, conversation, reading and writing.
Level 1	\$2091.25 gross per annum	Minimal knowledge and use of language for simple communications
LEVEL	AMOUNT	QUALIFICATION

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Schedule 3 ELICOS teaching staff

a) Definitions

'ELICOS Teacher' means a staff member employed principally to teach English Language Intensive Courses for Overseas Students (ELICOS) and to undertake any or all of the following teaching related duties, as required:

- consulting with students outside class times, participating in the development of teaching materials, conducting computer laboratory and/or language laboratory classes, marking and assessing assignments and exams, participating in student activities
- conduct, teach, prepare and assess classes and carry out research related to the functions of the ELICOS Programs in lieu of other duties as specified.

'Contact Hours' mean hours of work in which a staff member is engaged in face to face teaching and supervision of students in scheduled classes, and student activities (including computer laboratory and/or language laboratory classes and study tours). Contact hours will include supervision of self-access.

'Non-Contact Hours' mean hours of work in which a staff member is not engaged in face to face teaching and supervision of students in scheduled classes, and student activities, but includes course preparation, lesson preparation and associated materials development, homework/assignment/test marking and assessment, placement interviews, written feedback on student progress, student consultations, and administration.

'Contract Staff Member' means a full-time or fractional staff member engaged for a contract period of no less than 5 weeks to carry out any of the functions involved in ELICOS/ELICOS Programs.

'Casual Staff Member' means a staff member engaged and paid on an hourly basis to carry out any of the functions involved in ELICOS Programs.

'Director of Studies (DOS)' means a person appointed to the position of Director of Studies, and includes anyone acting in that role on a temporary basis, or any nominee of the DOS.

'Student Activity' means a formally organised student-compulsory excursion, lecture/workshop or film, which forms part of a course program.

b) Nature of employment

Where a fixed-term appointment is made and there has been a break in employment of is less than one week, the contracts will be contiguous.

c) Classifications

Based on an assessment of a teacher's qualifications, a teacher will be assigned to one of the following classification categories:

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

Any Degree/Diploma (3 year minimum) plus recognised ELICOS certificate; or Any Degree/Diploma (3 year minimum) including LOTE/ELICOS method.

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

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

CATEGORY

QUALIFICATIONS
REQUIRED

Staff appointed as ELICOS teachers will be placed on a salary level commensurate with their qualifications and experience, by reference to both category and experience.

Classification by categories:

- Category A commences at no less than level 4 with a maximum of level 12
- Category B commences at no less than level 3 with a maximum of level 12
- Category C commences at no less than level 2 with a maximum of level 12
- Category D commences at no less than level 1 with a maximum of level 9

Provided that a staff member classified as Category D who achieves Level 9 may be progressed beyond that level by demonstrating the ability to perform the full range of duties carried out by staff in the other categories.

The experience of staff prior to appointment will be recognised by appointment above the minimum level on the basis of one increment for each year of full-time ELICOS teaching or equivalent and one increment for each 2 years of full-time teaching in other subjects including other languages to a maximum of 3 increments.

d) Salaries

Staff will be paid according to the salary contained in Schedule 1. Where a further contract is offered and accepted, the staff member will maintain their eligibility for annual increments when the breaks between appointments are of up to two times per year and of up to six weeks in total.

ELICOS staff employed on a casual basis will be paid the following minimum rates:

- the repeat tutorial rate, set out in Casual Academic Staff in Schedule 1 of this Agreement for each contact hour of teaching performed, and/or
- the rate of pay for other required Academic activity rate, set out in Casual Academic Staff in Schedule 4 of this Agreement, for each hour of non-contact duties performed

Increments will accrue for periods of fractional and casual service on a pro-rata basis and staff on ongoing and fixed-term appointments will be entitled to incremental progression in accordance with sub clause 5.4.1.

e) Position of responsibility allowance

Where a position of responsibility is required, it will be determined in accordance with the position classification standards determined by the University. There will be three levels of allowances:

- Level 1 \$1243.25 p.a.
- Level 2 \$2486.40 p.a.
- Level 3 \$3729.53 p.a.

A position of responsibility allowance will be paid in addition to the substantive salary of the staff member appointed to the position of responsibility. An allowance payable under this clause will be regarded as salary for the purposes of calculating Superannuation contributions.

f) Hours of work and duties

Unless otherwise mutually agreed between a staff member and the DOS, the following will apply:

- 20 contact hours per week for full-time ongoing and fixed-term staff and pro-rata for fractional on-going and fixed-term staff. For example, a staff member on .8 appointment will be employed for 29 hours per week with 16 hours class contact
- no more than 5.5 contact hours in any one day
- no more than two student activities in any term
- no evening or weekend classes or formally organised evening or weekend excursions
- contact hours of no more than 44 weeks per annum (880 hours per annum)

All ongoing and fixed-term staff with appointments of at least 12 months will have ten days per year of non-teaching days, with the nature and location of activities to be mutually agreed between the teacher and the DOS. Staff appointed on an ongoing and fixed-term fractional basis will have equivalent non-teaching days pro-rata to their fractional appointment.

It is reasonable to expect that staff will work hours as are necessary for the performance of their duties, which may include periods away from the designated workplace, including for staff development activities. Prior approval of the DOS must be received for all work periods away from the designated workplace.

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Schedule 4 Casual academic staff remuneration and duties

a) Formulae

The minimum salaries paid to a Casual Academic staff member will be calculated in accordance with the following formulae:

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i) Lecturing rate and higher marking rate:

The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale (referred to as a), and calculated as follows:

$$\frac{\$ a}{52} + 25\% = \$ b$$

37.5

ii) Rate applicable to performance of other duties involving full subject coordination or possession of a relevant doctoral qualification:

The base rate applicable where duties include full course coordination or the staff member possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale (referred to as c), and calculated as follows:

$$\frac{\$ c}{52} + 25\% = \$ d$$

37.5

iii) Rate applicable to all other duties:

The base rate applicable to all other duties including tutoring rates not covered by subclause a)ii) is determined by reference to the second step of the full-time Level A scale (referred to as e), and calculated as follows:

$$\frac{\$ e}{52} + 25\% = \$ f$$

37.5

b) Lecturing:

i) Academic casual staff member required to deliver a lecture (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation will be paid at a rate for each hour of lecture delivered (refer to Schedule 1 of this Agreement).

ii) The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of 7 days, and any marking and student consultation reasonably contemporaneous with it.

iii) For the purposes of this Agreement, the term 'lecture' means any education delivery described as a lecture in a course outline, or in an official timetable issued by the University.

c) Tutoring:

i) Academic casual staff member required to deliver or present a tutorial (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation, will be paid at a rate for each hour of tutorial delivered or presented (refer to Schedule 1 of this Agreement).

ii) The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same course matter within a period of 7 days, and any marking and student consultation reasonably contemporaneous with it.

iii) For the purposes of this Agreement, the term 'tutorial' means any education delivery described as a tutorial in a course outline, or in an official timetable issued by the University.

d) Marking:

All marking will be paid in accordance with Schedule 1 of this Agreement, for all time worked.

e) Other required academic activity:

i) Academic casual staff member required to perform any other required academic activity as defined in e) ii) of this clause will be paid at a minimum hourly rate of \$ f [refer to a) iii], or \$ d [refer to a) ii)], if they hold a relevant doctoral qualification or are required to perform full course coordination duties, for each hour of such activity delivered as required and demonstrated to have been performed.

ii) For the purposes of this clause, 'other required academic activity' will include work that a person, acting as or on behalf of the employer of a academic casual staff member, requires the staff member to perform and that is performed in accordance with any such requirement, being work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions
- the conduct of performance and visual art studio sessions
- development of teaching and subject materials such as the preparation of course guides and reading lists and basic activities associated with course coordination
- consultation with students
- supervision, and
- attendance at departmental, school and or faculty meetings as required.

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

f) Undergraduate Clinical Nurse Education means the conduct of undergraduate nurse education in a clinical setting. The base rate is determined by reference to the second step of the full-time Level B scale (referred to as g), and calculated as follows:

$\$ g / 52 + 25\% = \$ h$
37.5

g) Payment is made only for classes which are covered by the academic casual staff member's appointment and which are actually conducted by the academic casual staff member. Unless the course coordinator or cost centre manager gives the staff member 24 hours notice of the cancellation of any particular class, full payment for the class is made.

h) Academic casual staff members may be paid at more than one rate if they are involved in more than one activity, e.g. lectures and tutorials.

i) Casual ELICOS Teaching staff members will be paid the following minimum rates:

- i) at the repeat tutorial rate, outlined in clause c) of this Agreement for each hour of face to face teaching performed;
- ii) at the other required Academic activity rate, outlined in clause e) for each hour of non-teaching duties performed.

Schedule 5 Review committees

The detailed requirements, membership and timings for review committees are set out in the respective clauses of this Agreement. All committees will:

- provide an opportunity for the staff member to be interviewed by it and ensure that the staff member has adequate opportunity to answer findings or allegations. The committee may take into account such further materials as it believes appropriate to substantiate or otherwise the facts in dispute
- interview any person it thinks fit to establish the merits or facts of the particular case
- conduct all interviews in the presence of the staff member or where the staff member chooses, the staff member's representative and the VCP or the VCP's advocate
- conduct proceedings as expeditiously as possible in accordance with stated timeframes
- conduct proceedings in camera (unless otherwise agreed) and as a committee of inquiry
- on the request of the staff member, keep an audio recording of the proceedings (excluding its own deliberations), which will be made available to the staff member, and where they choose, their representative and University management. The recording remains confidential to the parties involved and is for use only in relation to the review committee proceedings and FWC and cannot be published in any other forum
- ensure that the staff member or where chosen, the staff member's representative and the VCP or the VCP's representative have the right to ask questions of interviewees, and to make submissions. They will also have the right to present and challenge evidence
- make its report available to the VCP and the staff member as soon as reasonably possible.

Schedule 6 Academic workloads

Introduction

The University and the Union agree to the following principles that will be applied for this Agreement for the allocation of academic workloads to academic staff of the University.

Principles

- Workload allocated to academic staff will take into account the following factors:
 - Specific characteristics and requirements of the discipline area;
 - Class size and consequent marking, co-ordination and consultation load;
 - Tutorial size;
 - Research student supervision;
 - Curriculum, course and subject development;
 - Course co-ordination;
 - On-line teaching;
 - Teaching methods;
 - Travel time to alternative locations;
 - The backgrounds of students in each class;
 - The development of new courses or subjects;
 - Whether the staff member is teaching in a course or subject for the first time;
 - Whether the staff member is an early career academic;
 - The relationship between the work profile of an area and the total work to be done;
 - Research, publications and consultancies of the staff member;
 - Further studies deemed relevant to the employee's work area e.g. higher degree studies,

Graduate Certificate of Education (Tertiary Teaching);

- Publicity and promotion activities;
- Community and professional service;
- Involvement in Peer Review of Teaching;
- Academic administration;

- Service on school, faculty and university committees;
- Other factors that the University considers contribute to its mission and objectives, such as writing grant applications, editing scholarly journals, and organising scholarly conferences at the University; and
- The effect of new technologies of teaching and learning, administration, management and communication.
- Individual teaching loads may be adjusted according to research activity. This provision should not be viewed as a punitive measure, but should be used as part of a systematic, equitable and open allocation of teaching within a School, and as a means of containing workloads.

Faculty Academic Staff Workload Allocation Guidelines

- Each Faculty will develop and publish Faculty Academic Staff Workload Allocation Guidelines in accordance with this Schedule. The Guidelines must recognise the diversity of academic work. All Guidelines will be reviewed annually in consultation with the affected staff.
- A key objective of each Faculty's Academic Staff Workload Guidelines is to ensure that staff members have the time and resources to enhance teaching, learning and scholarship. The Guidelines must include explicit provisions to encourage and resource research-informed teaching and provide access to adequate funded academic professional development focusing on pedagogic issues such as curriculum development and review, assessment practices and the teaching-research nexus.

Minimum Requirements for Faculty Academic Workload Allocation Guidelines

- Quantitative standards will be used for the assessment of teaching and administration workloads.

Workloads will be evaluated on an average across the year. Each School will develop and maintain:

- Clear criteria and open processes to ensure that academic workloads are equitably distributed; and
- Mechanisms for consulting with staff to set the priorities and objectives of the School.

- Scheduled class contact hours for those subjects as approved by the Head of School include:

- Lectures;
- Formally timetabled tutorial classes;
- Seminars;
- Workshops and practical classes;
- Supervision of field-work and professional placement;
- Professional assessment.

- Postgraduate research supervision count as follows:

- Equivalent Full-time (EFT) research student supervisions count 26 hours each;
- Co-supervisors will divide the load by agreement;
- There is a 10% loading for associate supervisions;
- Honours students and coursework postgraduate students with a research project count as a

fraction equivalent to the proportion of their assessment devoted to the project.

- A staff member will not be required to teach on weekends without their prior and explicit agreement.
- A staff member will not be required to co-ordinate more than four courses in any one year, measured over two semesters.
- A staff member will not be required to teach in more than two semesters in any one calendar year.
- A staff member will not be required to write or substantially re-write more than 2 subjects per year except by mutual agreement. The writing or adaptation of these subjects will not fall disproportionately on individual staff except by mutual agreement.
- New teaching activities other than in block mode will only be scheduled after 6pm following consultation with the staff directly involved and, where they so choose, with the NTEU.

END

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