

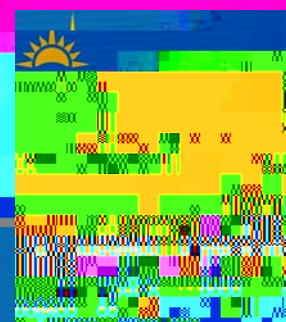
Fair Work Act 2009
s.185—Enterprise agreement

James Cook University
(AG2023/2197)

JAMES COOK UNIVERSITY ENTERPRISE AGREEMENT 2022.

Educational services

James Cook University Enterprise Agreement 2022



39.	Gender Affirmation Leave	41
40.	Long Service Leave.....	41
41.	Parental Leave	43
41.1	General Principles	43
42.	Other Leave.....	47
43.	Leave without Pay	49
44.	Public Holidays	49
Part E – Consultation and Change		51
45.	Change Management and Consultation.....	51
46.	Redeployment and Redundancy	54
Part F – Conduct and Disputes.....		58
47.	Dispute Resolution	58
48.	Resolution of Grievances	59
49.	Abandonment of Employment.....	59
50.	Misconduct/Serious Misconduct.....	60
51.	Managing Ill Health and Injury.....	63
Schedule 1 Salaries		65
Schedule 2 Loadings and Allowances		73
Schedule 3 Senior Staff		78
Schedule 4 Classification Descriptors Professional and Technical Staff		79
Schedule 5 Classification Standards for Academic Levels		106
Schedule 6 Field Stations		121
Schedule 7 Recruitment, Engagement and Marketing Activities.....		123

Joint Consultative Committee is comprised of:

- (a) 4 Staff Members of the University elected by and from all Staff of the University covered by this Agreement;
- (b) 6 nominees of the unions who negotiated this Agreement; and
- (c) management representatives as nominated by the University.

Locality Allowance

8. Union Rights

- (a) The University shall provide to Staff Members information about becoming a member of the unions who were involved in the negotiation of this Agreement as described in Clause 2(c).
- (b) A Staff Member who has been appointed as a union workplace representative or delegate may negotiate with their Head of Work Unit for reasonable time off during work hours for the conduct of union business.

9. Joint Consultation

It is the intention of the University and the Staff Members that the University shall provide to Staff Members information about becoming a member of the unions who were involved in the negotiation of this Agreement as described in Clause 2(c).



13. Types and Modes of Employment

13.1 Employment Types

- (a) **Continuing Employment** means employment made for an indefinite period and may contain a reasonable probationary period. Continuing employment may be on a Full-time or Part-time basis.
- (b) **Fixed-term employment** means employment for a specified term. The contract of employment will specify the start and finish date of employment or instead of a finish date, will specify the circumstances relating to a specific task or project by which the term of employment may expire. Clause 46, Redeployment and Redundancy does not apply to Staff employed on a fixed-term contract of employment.
- (c) **Casual employment** means a person who is engaged by the hour and paid on an hourly basis with no commitment to the duration of the employment or the day or days (or hours) of work. Casual Staff will be paid a loading of 25% in lieu of benefits for which Casual Staff are not eligible. Clause 30, Notice Period, and Clause 46, Redeployment and Redundancy, do not apply to Casual Staff Members. Schedule 1, Part 3 applies to Casual Academic Staff.

13.2 Modes of Employment

- (a) **Full-time employment** means hours of work that are not less than the normal weekly ordinary hours of 36.25 hours per week for all Staff.
- (b) **Part-time employment** means hours of work that are less than a Full-time Staff Member, for whom entitlements are paid on a pro-rata basis to the hours worked.

13.3 Requirement to State Terms of Engagement

- (a) Upon engagement, the University shall provide to the Staff Member an instrument of appointment which stipulates the employment type, including the category for Fixed-term

- (ii) **Research appointments** mean work activity by Staff engaged in research only functions for a period not exceeding 5 years.
- (iii) **Externally Funded position** shall mean a period of employment provided for from identifiable external funding, 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.
- (iv) **Replacement Staff** means a Staff Member that is replacing another Staff Member for a definable period including but not limited to:
 - A. Authorised leave;
 - B. Secondment;
 - C. Higher duties; or
 - D. A position where a recruitment process is occurring.
- (v) **Transition to retirement** refers to a fixed-term contract of employment that is entered into pre-retirement for a period of up to 5 years. Transition to retirement arrangements may include utilisation of accrued leave to maintain full-time status while working part-time hours without reduction in superannuation benefits.
- (vi) **Recent professional practice appointment** can be used when the anor e .

contract, whichever is greater.

- (d) Staff Members should not have an excessive workload.
- (e) Workload allocation covers the full calendar year, not just teaching periods.
- (f) The University will enable Academic Staff Members with a work profile of Teaching and Research (including Early Career) or Research Focused to have a sustained period or periods of non-teaching activity of up to 12 weeks per annum. This will be in addition to opportunities to take annual leave.
- (g) The allocation and management of Academic workloads will be managed in accordance with this clause and the JCU Academic Workload Guidelines, which will not be changed without agreement with the Joint Consultative Committee.

15.2 College Workload Model

- (a) The University (through the relevant Head of Work Unit) will, in consultation with Academic Staff of each College, develop a College Workload Model, which contains an estimate of the time for each distinct significant type of academic work (e.g., lecture) or bundle of academic work (e.g., marking per student) for Academic Staff within each College.

at m tU wor d e- h O a c M

that which an average Staff Member in that Staff Member's classification (or where relevant, early career status) would reasonably be expected to be able to perform in 1638 hours.

- (e) Each Staff Member will normally only have one work profile that determines their workload allocation based on a College Workload Model. Fractional appointments across different work units and secondments may have different workload models applied to different fractions of their appointment.
- (f) The following work profiles may be used (including on recruitment to a vacancy):
 - (i) **Teaching and Research Academic:** A Staff Member whose normal work profile is balanced between teaching, research, and service and engagement.
 - (ii) **Teaching Specialist:** A Staff Member whose research/scholarship would normally be related to their teaching practice.
 - (iii) **Early Career Teaching and Research Academic:** A Staff Member normally with a PhD or equivalent research doctorate who is within 5 years of the start of their academic career.
 - (iv) **Research Focused:** A Staff Member who may also supervise research students and undertake some teaching in their discipline area.
 - (v) **Trainee Clinical Specialist:** A Staff Member who normally contributes to teaching, research and clinical service activities while undergoing further academic study and training in a professional clinical specialty. A Trainee Clinical Specialist will not normally hold a PhD or equivalent research doctorate and will normally be within 5 years of the start of their career.
 - (vi) **Clinician/Studio/Laboratory Supervision Academic:** A Staff Member whose principal contribution is through teaching in clinical environments, laboratories and practice studios, across practice-based subjects in undergraduate and postgraduate programs, and who does not have significant additional marking, research or subject co-ordination duties.
- (g) The workload allocated to a Staff Member must adhere to the caps contained in the following table, based on the Staff Member's work profile. The cap on contact hours for Learning and Teaching are maximum amounts that operate in addition to the other requirements of clause 15.

**Learning and
Teaching**

**Research /
Scholarship**

SR

- Supervising students while conducting patient/client rounds in hospitals or community-based health services or conducting veterinary clinics.

The maximum length of any one shift for Clinician/Studio/Laboratory Supervision Academics must not exceed 10 hours plus meal breaks. The hours of work for Clinician/Studio/Laboratory Supervision Academics must not exceed 45 hours in any single week nor more than 145 hours in any 4-week period. Clinician/Studio/Laboratory Supervision Academics must receive a minimum of four full days off per fortnight.

15.5

Other Requirements

- (a) A Staff Member may only be directed to co-ordinate or teach into the number of subjects which allows for a fair and manageable amount of preparation and associated teaching activities.
- (b) A Teaching and Research Staff Member may only be required to develop 2 subjects not previously offered by the University in any given year. A Teaching Specialist Staff Member may only be required to develop 3 subjects not previously offered by the University in any given year. However, a Staff Member and their Supervisor may agree that the Staff Member can develop additional subjects new to the University as part of their allocation or as a special project.
- (c) A Teaching and Research Staff Member returning from an extended period of parental leave (paid or unpaid leave as per Clause 41.3), being a period of parental leave of more than 12 months, will have their teaching load reduced to a level that is a minimum of 50% of their original teaching load.

Category of Staff Member	Span of Hours	Pattern of Ordinary Hours
Full-time Staff (unless specified below)	8:00 am – 7:00 pm Monday to Friday	Ordinary hours not to exceed 7 ¼ hours in any day or more than 36 ¼ hours in any week unless part of agreed flexible hours arrangement. Ordinary hours worked between 6:00 pm & 7:00 pm on Monday – Friday will include a 50% loading rate.
Part-time Staff	8:00 am - 7:00 pm Monday to Friday	Ordinary hours as agreed between the Staff Member and their Supervisor. Ordinary hours may be varied by mutual agreement between the Staff Member and their Supervisor. Ordinary hours worked between 6:00 pm & 7:00 pm on Monday – Friday will include a 50% loading rate.
Marketing, Engagement & Recruitment	8:00 am-7:00 pm Monday to Friday	Ordinary hours not to exceed 7 ¼ hours in any day or 145 in any 4 consecutive weeks except by mutual agreement between a Staff Member and their Supervisor. Ordinary hours worked between 6:00 pm & 7:00 pm on Monday – Friday will include a 50% loading rate.

S4

Note: the pattern of ordinary hours specifies the number of ordinary hours that can be worked on a day and/or over a week or period of weeks. All work which is required to be performed outside the pattern of ordinary hours is classed as overtime.

16.2

Variation to the Ordinary Hours

- (a) Where the University proposed to permanently vary ordinary hours or rosters, the University will comply with the consultation arrangements in Clause 45.4, Change Management and Consultation.
- (b) Flexible working hours arrangements can be denied on the basis of genuine operational requirements. Reasons will be provided to the Staff Member where a request cannot be accommodated due to genuine operational requirements.
- (c) A Staff Member may request to work outside the ordinary span of hours prescribed in Clause 16.1 above, Hours of Work, Professional and Technical Staff, 5 rMem yMem

paid out as follows:

- (i) Rest days will be paid out at ordinary time;
- (ii) Time off in lieu will be paid at overtime rates.

17. Hours of Work Casual

17.1 Engagement

- (a) Casual employment may legitimately be used to address fluctuations in the academic and

work for the Staff Member to be usefully employed; or

- (ii) The Staff Member is in an Academic role and has not been awarded their PhD or is not within 6 months of submission of their thesis; or
- (iii) The Staff Member is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required; or
- (iv) The Staff Member has indicated their intention to retire within the next two years; or
- (v) The Staff Member was engaged as Replacement Staff under Clause 14; or
- (vi) The Staff Member has a primary occupation with the University or elsewhere, either as a Staff Member or as a self-employed person.

19. Casual Employment

- (a) The use of casual employment will, during the life of this Agreement, be no greater than 9.8% of all Staff, measured using the actual FTE staffing data as supplied annually to the I (q)

- (c) Staff will be entitled to a minimum 10-hour break between rostered shifts. The period may be reduced:
 - (i) Where Staff are required to work overtime;
 - (ii) For the purpose of changing shifts or shift rosters;
 - (iii) Because of the failure of another Staff Member to report for duty;
 - (iv) Where the shift is worked by arrangements between Staff.
- (d) With the approval of the Supervisor, a Staff Member may voluntarily exchange duties and hours of work with another Staff Member; provided that overtime payments, shift and meal allowances shall not be payable for any period by which those exchanged hours of work are in excess of the Staff Member's ordinary working hours unless such payment would have been made to the Staff Member originally rostered; provided further that no Staff Member shall be permitted to work two consecutive shifts.
- (e) Shift rosters will normally be arranged to form a recurring cycle of 5 days on and 2 consecutive days off per week, or such other equivalent off-duty periods acceptable to the University and the Staff Member.

20.3 Shift Allowances

- (a) Afternoon and rotating night shift will attract a penalty rate of 115%.
- (b) Non-rotating night shift will attract a penalty rate of 130%.
- (c) Saturday will attract a penalty rate of 150%.
- (d) Sunday will attract a penalty rate of 200%.
- (e) An additional payment of 150% will be paid for all hours worked on a public holiday.
- (f) The shift rates within this clause and in Schedule 2 are not cumulative. Where a Staff Member is entitled to more than one penalty rate, the Staff Member will be entitled to the highest single penalty rate.

21. Remuneration

21.1 Salary

- (a) This Agreement provides for wage increases as follows:
 - (i) 5.5% on 1 July 2023; and
 - (ii) 3.25% on 1 July 2024; and
 - (iii) 3% on 1 July 2025; and
 - (iv) 2.75% on 31 December 2025.
- (b) The salary rates for Staff are detailed in Schedule 1.
- (c) For Staff who are covered by the Supported Wage System, the salary rates will be determined by the Supported Wage System (SWS) Policy, as amended from time to time.

detb b affov (II cm (S

- (e) Continuing and Fixed-term Staff Members will progress through the incremental structure, as due, pending the outcome of their Performance and Development Plan discussions.
- (f) The Allowances outlined in Schedule 2 will be indexed in accordance with the salary increases contained in the Enterprise Agreement.

- (d) The University's contribution to all other superannuation funds will be paid at the following rates:

Employment Status	University Contribution
Continuing and Fixed-term Staff	Government Superannuation Guarantee (GSG) amount, as varied from time to time.
Casual Staff	Government Superannuation Guarantee (GSG) amount, as varied from time to time.

- (e) University Superannuation contributions will not be paid on behalf of the Staff Member during periods of unpaid leave that does not count as service, unless required under legislation.

24. Overtime and TOIL

24.1 Eligibility

- (a) The University can require a Staff Member to work reasonable overtime, with reasonable notice, at overtime rates.
- (b) This clause applies to all Full-time, Part-time and Casual Professional and Technical Staff classified as HEWL 1-9.
- (c) Staff classified as HEWL 1-7 may choose to either receive payment or to take time off in lieu of overtime worked calculated at the overtime rate. Payment of any time remaining may be paid out at the applicable overtime rate.
- (d) Staff classified as HEWL 8 or HEWL 9 may only take time off in lieu calculated at the overtime rate, but where the Supervisor has not provided the opportunity to take the time off in lieu, overtime payment will be made.
- (e) Staff Members may accrue up to 3 weeks' time in lieu within a 6-month period, the periods being January to June and July to December. Time in lieu not taken at the end of the 6-month period shall be paid out at the applicable overtime rate calculated on the salary rate at the time the overtime was worked.
- (f) If the Staff Member requests at any time to be paid for approved overtime rather than access TOIL, the University will make payment to the Staff Member for the overtime, at the overtime rate applicable to the overtime worked at the time the overtime was worked.

- (c) A Supervisor must not exert undue influence or undue pressure on a Staff Member in

26. Individual Flexibility Agreement

- (a) An individual flexibility agreement (IFA) is a written agreement used by the Staff Member and the University to change the effect of specified provision/s in this Agreement. An IFA is used to make alternative arrangements that suit the needs of the Staff Member and the University and cannot be used to reduce or remove a Staff Member's entitlements.
- (b) The University and an individual Staff Member may agree to vary the terms of this Enterprise Agreement to make an Individual Flexibility Agreement about when work is performed, provided:
 - (i) the agreement meets the genuine needs of the University and the Staff Member;
 - (ii) the agreement is genuinely agreed to by the Staff Member and the Supervisor; and
 - (iii) the agreement is documented and forwarded to the Director, HR.
- (c) The Director, HR, or nominee must ensure that the terms of the individual flexibility agreement:
 - (i) are about when work is performed and that this is a permitted matter under section 172 of the Fair Work Act;
 - (ii) meet the genuine needs of the Staff Member and the University;
 - (iii) are not unlawful terms under section 194 of the Fair Work Act; and
 - (iv) result in the Staff Member being better off overall than the Sta] M M M a

28. Role Profiles, Classification and Evaluation

- (a) All continuing Professional and Technical Staff and Fixed-term Professional and Technical Staff with appointments greater than 6 months will have a Role Profile that describes the key accountabilities and outcomes required for the role and sufficient information to accurately classify the work of the Staff Member under Clause 28(d).
- (b) Where there is an incumbent in the position, any changes to the Role Profile should be agreed between the Staff Member and their Supervisor. In circumstances where agreement cannot be reached on a revised Role Profile, the Head of Work Unit shall determine the key accountabilities and outcomes to be contained in the Role Profile.
- (c) The University will determine the key accountabilities and outcomes for any new or vacant roles.
- (d) Positions will be classified in accordance with the Classification Descriptors Professional and Technical Staff in Schedule 4 at the level which most accurately reflects the work

29. Special Studies Program

- (a) All Academic Staff Members of the University at the level of Associate Lecturer or above holding an appointment of not less than half-time are eligible to participate in the Special Studies Program (**SSP**) provided their contracts of employment extend beyond any proposed period of SSP leave for at least a period equal to the SSP leave.
- (b) A Staff Member shall have completed at least 36 months of continuous service with the h

	Period of Appointment	Notice Period
Continuing Academic Staff	Up to 1 year	6 weeks or at the end of current teaching commitments whichever is the longer.
Continuing Academic Staff	Over 1 year	26 weeks or at the end of current teaching/research commitments whichever is the shorter.
Continuing Professional and Technical Staff up to and including HEWL 7		4 weeks
Continuing Professional and Technical Staff above HEWL 7 Fixed-term Staff		6 weeks

31. Probation

All new Continuing and Fixed-term Staff Members are required to complete a probationary period as follows:

31.1 Professional and Technical Staff Members

Continuing Staff	6 months
Staff Members employed for a fixed term of less than 3 months	No probation
Staff Members employed for a fixed term of 3 - 9 months	50% of the appointment period
Staff Members employed for a fixed term greater than 9 months	6 months

31.2 Academic Staff

Continuing Staff Members	3 years
Staff Members employed for a fixed term of less than 3 months	No probation
Staff Members employed for a fixed term of 3 - 9 months	50% of the appointment period
Staff Members employed for a fixed term greater than 9 months	6 months

31.3 No Probation

- (a) There will be no probation:
- (i) For Casual Staff;
 - (ii) For fixed-term appointments of less than 3 months;
 - (iii) Where a Continuing Staff Member is seconded to another position in the University and they have completed their initial probation;
 - (iv) Where a Fixed-term Staff Member is appointed to a second or subsequent fixed-term appointment and they have completed their initial probation.

31.4 Other Matters

- (a) A probationary period may be waived with the approval of the relevant Deputy Vice Chancellor. Where this occurs, this will be recorded in writing in the Staff Member's contract of employment.
- (b) A probationary period may be shortened with the approval of the Head of a Work Unit.
- (c) Where a Staff Member resigns their current position and is appointed to a substantively different position a period of probation may apply.

31.5 Process for probation

- (a) The probation process will consist of:
- (i) A probation plan prepared at the start of employment;
 - (ii) Interim Review/s;

(iii) Final probation review conducted before the end of the probationary period.

(b) Where performance concerns are identified during the probationary period, a clear statement of issues and improvements required will be provided to and discussed with the Staff Member. The Staff Member will have an opportunity to respond to the performance issues raised. This discussion will include any assistance that the Supervisor will provide in order to meet performance expectations.

31.6 Confirmation or Termination of employment

(a) The University will determine, at any time during the probationary period, whether the Staff Member's employment will be confirmed or whether the Staff Member's employment will be terminated.

(b) The Staff Member will be notified in writing of the decision.

(c) Where a Staff Member's employment is not confirmed or is terminated in the probationary period, they will be paid notice in accordance with Clause 30.1(a) above.

32. Performance Development and Planning

32.1 Performance Development Plan

(a) Each Staff Member shall perform and undertake, with due care and diligence, the key roles and responsibilities specified by the University consistent with the Position Classification Descriptors for Professional and Technical Staff in Schedule 4 and the Classification Standards for Academic Staff in Schedule 5.

40/1/2022

330

withheld under another provision of this Agreement.

- (b) Staff Members who have been advised by their Supervisor of performance concerns, and where those performance concerns still exist at the time of the PDP process such that their PDP outcome is not satisfactory, may have their increment withheld.

33. Managing Underperformance

33.1 General Principles

- (a) Supervisors will provide Staff Members with regular feedback on their performance and will manage performance matters promptly and fairly. The University will apply the principles of procedural fairness to managing underperformance.



Part D – Leave Matters

34. Annual Leave

34.1 Annual Leave Planning

- (a) At least once each year, preferably as part of the annual Performance and Development Plan discussion, Staff are required to meet with their Supervisor and develop a leave plan, which will cover Annual Leave and Long Service Leave where the Staff Member has a Long Service Leave entitlement.
 - (b) Supervisors will as far as it is reasonable and practicable:
 - (i) Plan the workload allocation so that each Staff Member has a 5-week period available, including in unbroken periods if Staff so request, in which to take their Annual Leave and approve any leave requests in a timely manner;
 - (ii) Agree to alternate periods of leave where operational requirements prevent the leave requested being granted and approve requests to change leave plans and confirm leave not taken to be carried forward to a subsequent year;
 - (iii) Approve Annual Leave for Academic Staff with teaching responsibilities during teaching periods only where satisfactory arrangements have been made to meet the responsibilities of the Staff Member.
- (i) AQLy for lhave t ĩ a... s o ts l ' e n eacdi]M] d Qea wo kIC

accrued Annual Leave balance will be no greater than 35 days wi



of a personal illness, injury or an unexpected emergency to which the Staff Member and the Supervisor agree.

- (b) Unpaid carer's leave will not be approved if Staff have paid personal/carer's leave available. This does not apply to casuals who do not have an entitlement to paid personal/carer's leave.

37. Compassionate Leave

37.1 Entitlement

Staff Members (other than Casual Staff) are entitled to 3 days paid Compassionate Leave on each

- (b) Domestic and Family Violence Leave may be taken as follows:
- (i) All Staff Members are entitled to take up to 10 days paid leave in total per calendar year for absences arising from instances of Domestic and Family Violence.
 - (ii) Where paid Domestic and Family Violence Leave is exhausted the Staff Member is eligible to apply for paid Personal and Carer's Leave.
 - (iii) Domestic and Family Violence Leave does not accumulate from one year to the next.
 - (iv) The University will provide support to a Staff Member experiencing domestic am
oi) daf M w

Period of Leave over 12 months



	<p>The entitlement to Paid Surrogacy Leave ceases 6 weeks after the birth of the child.</p>
<p>Paid Partner Leave</p>	<p>A Partner is entitled to 20 days paid leave (pro rata for Part-time Staff) to be taken within the 7-week period which starts a week before the expected date of birth or placement and concludes 6 weeks after the birth.</p> <p>Paid Partner Leave may occur simultaneously with Paid Birth-related Leave or Paid Adoption/Surrogacy Leave.</p> <p>Unpaid leave will otherwise be provided under the Fair Work Act.</p>
<p>Change of Primary Care Giver Leave where both parents are University Staff Members</p>	<p>Paid Parental Leave may be shared between Staff Members who are partners and both work at the University where:</p> <p style="padding-left: 40px;">Both Staff Members have 12 months continuous service at the date of commencement of parental or adoption leave; and</p> <p style="padding-left: 40px;">The primary caregiver responsibilities are shared.</p> <p>Where a Staff Member and their partner who is also a University Staff Member share the entitlement to paid Parental or Adoption Leave (up to 26 weeks), this will not reduce the entitlement to 20 days' Parental Leave – Paid Partner Leave available to the Staff Member who is not the Birth Parent.</p>

	<p>The Partner who has become primary carer may apply to take a further 12 months leave without pay, extending the period of leave up until the child reaches the age of two.</p> <p>* A Staff Member's entitlement to parental leave is reduced by any period of parental leave taken by their partner in respect of birth or adoption of the same child. This excludes the period of 20 days' partner leave.</p>
Unpaid Parental Leave	<p>Staff (including eligible Casual Staff), who complete at least 12 months continuous service at the date of commencing leave are eligible for up to 52 weeks unpaid parental leave if they are the primary carer of the child.</p> <p>Staff (excluding Casual Staff), who have completed less than 12 months continuous service at the date of commencing leave are eligible for up to 26 weeks unpaid parental leave if they are the primary carer of the child.</p> <p>If the Partner becomes the primary carer of the child, the Staff Member is entitled to the balance of the unpaid parental leave, less the 20 days Paid Partner Leave. The Staff Member may request a further period of up to 12 months in accordance with the Act.</p> <p>Where both parents take unpaid parental leave it must be taken in separate, continuous periods, with the exception of concurrent leave.</p> <p>All Staff (regardless of length of service) are entitled to up to two days of unpaid (pre-adoption) leave to attend any interviews or examinations required in order to obtain approval for the adoption of a child.</p>

41.4

Transfer to a Safe Job

- (a) Where illness or risks arising out of pregnancy or hazards connected with the work make it inadvisable for a pregnant Staff Member to continue in their current position, and it is supported by appropriate medical evidence, the Staff Member will be entitled to be transferred to a safe job for the duration of the risk period that has:
- (i) the same ordinary hours of work as the Staff Member's substantive position;
 - (ii) a different number of ordinary hours agreed to by the Staff Member; or
 - (iii) placed on paid special leave for the duration of the risk period, at the Staff Member's base rate of pay for the ordinary hours of work in the risk period.
- (b) If the Staff Member's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

41.5

Consultation with Staff Member during Parental Leave

- (a) Where the University proposes to introduce major changes that are likely to impact on a Staff Member's position while they are on Parental Leave the University will:
- (i) provide the Staff Member with information about the change; and
 - (ii) consult with the Staff Member regarding the impact of the proposed change on the Staff Member's position in accordance with provisions of Clause 45, Change Management and Consultation.

41.6

Return to Work

- (a) Staff are guaranteed to return to work immediately following a period of Parental Leave entitling them to:
- (i) Their pre-Parental Leave position; or

- (ii) If that position no longer exists, the University will manage the placement of the Staff Member in accordance with the provisions of Clause 46, Redeployment and Redundancy.

F Bdsbme A g a (b) tiut â Full-time Staff will be entitled to return to work on a Part-time basis. A return to work [no] i ueres

43. Leave without Pay

- (a) The University recognises that a Staff Member may wish to apply for periods of leave without pay where:
 - (i) they do not have an entitlement for paid leave; or
 - (ii) they have exhausted their paid leave entitlements.
- (b) Leave without pay is not an entitlement. The University recognises there are occasions where leave without pay can bring benefit to the University.
- (c) Unpaid Personal and Carer's Leave is subject to the specific provisions of Clause 36.3(f) above.
- (d) Any periods of Leave without Pay will not constitute breaks in service; however, it will not be recognised for the purpose of accruing eligibility for any other leave types, incremental advancement, special studies leave, and/or for the calculation of redundancy and/or severance benefits.
- (e) Any period of Leave without Pay during a probationary period will result in an adjustment to the probation date.

44. Public Holidays

Staff are entitled to be absent from work on a day that is a public holiday.

- (a) The following public holidays will be observed:
 - (i) New Year's Day 1 January;
 - (ii) Australia Day 26 January;
 - (iii) Good Friday - n
- ()
- r ea day 2
- ri)
- r i) Le" a q ay
- rm iii)) r r
- l) ä x " ho
- Day liceâ A x ofD m M ð ay; l
- xi)

- (ii) The University will issue the change proposal to directly affected Staff and their Representative detailing the change. The change proposal will include:
- A. The extent and nature of the change proposed, including identifying:
 - i. what work is no longer to be done by anyone; and/or
 - ii. what work will be transferred from an existing position to another existing position (filled or vacant) or new position, and if so, which positions; and/or
 - iii. what new work is to be performed in an existing position (filled or vacant) or new position, and if so, which positions; and/or
 - iv. what work is to be performed in new positions, and for any new position, the nature of the employment for that position (type of employment and classification);
 - B. Reasons for making the change;
 - C. The aim of the change;
 - D. Timeframe for the change;
 - E. Any work health and safety risk assessments undertaken in relation to the change;
 - F. The impact of the change on casual Staffing; and
 - G. Any relevant financial information.
- (iii) The University is not required to disclose "commercial inM
- Ys] Th n o Ñ Â in o

- (v) 'Affected Staff' includes all Staff that hold a substantive position in the Work Area



- (c) There will be no impediments to the redeployment of a Staff Member caused by a transfer of accrued entitlement liability to a receiving area. The Staff Member will retain continuity of service and leave entitlements.
- (d) Where the University cannot identify a suitable alternative position the Staff Member may elect to seek redeployment to other positions. A Staff Member seeking redeployment will be considered for all suitable vacant positions. If the Staff Member meets the selection criteria for the position, or could be expected to meet the selection criteria with appropriate training within a reasonable timeframe, they will be appointed to the position.
- (e) Redeployment may include transfer to a suitable position elsewhere in the University, that is occupied by a Staff Member with continuing employment who expresses interest in terminating their employment with the University by way of a voluntary redundancy.
- (f) Where a Staff Member agrees to be redeployed to a position with a lower classification, salary maintenance of 26 weeks will be paid at the pre-transfer salary rate.
- (g) After receiving salary maintenance for a period of 26 weeks, the Staff Member will then be paid the salary applicable to the classification of the position into which redeployment occurred and a redundancy payment will not be applicable.
- (h) Staff who wish to use the redeployment period to find alternative work outside the University, will be provided with reasonable outplacement support and time for job search activities and attending interviews without loss of pay.
- (i) Staff will not be entitled to a redundancy payment where the University offers a suitable alternative position.

46.5 Date of Termination of Employment

- (a) If the Staff Member cannot be redeployed within the Notification Period, the University will notify the affected Staff Member in writing of the date of termination of employment, including details of the Redundancy Payment in accordance with Clause 46.6 below.
- (b) Should the Staff Member not wish to seek to be considered for redeployment, they may cease employment with the University on a date agreed between the Staff Member and the University.
- (c) A Staff Member who has chosen to be redeployed may at any time in the Notification Period advise that they no longer wish to seek redeployment, and may cease employment with the University on a date agreed.
- (d) The termination date shall be no later than the expiration of the Notification Period, or a later date by agreement between the Staff Member and the University.
- (e) If the date of termination falls within the Notification Period, the Staff Member will be paid the balance of the Notification Period remaining.

46.6 Redundancy Payment

- (a) A redundancy payment shall be paid to the Staff Member who is redeployed to a position with a lower classification, or who ceases employment with the University, in accordance with the following provisions:

47. Dispute Resolution

- (a) If a dispute relates to a matter under this Agreement, or the NES, the parties to the dispute must first attempt to resolve the matter at the work place before proceeding to arbitration.

- (e) If the Staff Member does not establish to the satisfaction of the Director, HR, that there was a reasonable cause for their absence, and the Staff Member resumes duty within 15 working days of the date of contact, the matter will be considered under Clause 50, Misconduct/Serious Misconduct.
- (f) If the Staff Member does not establish to the satisfaction of the Director, HR, that there was a reasonable cause for their absence, and the Staff Member does not resume duty within 15 working days of the date of contact, the Staff Member will be deemed to have abandoned their employment and their contract terminated. In this case, the Staff Member will be entitled to payment in lieu of notice in accordance with the notice period in the NES and any outstanding leave entitlements. Payment will be made to the last bank account details notified to the University.

outstanding leave entitlements. Payment will be made to the last bank account details

50.2

Initial Informal Action – Misconduct

- (a) Where a Supervisor has concerns about the conduct of a Staff Member the Supervisor will, initially, where appropriate to do so, attempt to deal with the conduct concerns informally and identify and discuss with the Staff Member:
 - (i) the specific conduct concerns;

- (f) The Staff Member will be offered the opportunity to be interviewed by the Investigator and nominate people to be interviewed if relevant to the allegations.
- (g) Regardless of whether the Staff Member has responded or not responded, after giving the Staff Member an opportunity to respond, the Director HR will review all evidence and make a determination in accordance with Clause 50.4(a) or Clause 50.4(b).

50.4

Determination by the relevant Delegate

- (a) Where the Director, HR determines that no formal action under this clause is warranted, no further action will be taken and the Staff Member will be advised in writing of the decision.
- (b) Where the Director, HR, considers that there has been Misconduct or Serious Misconduct, without reasonable excuse, the Director, HR will make a recommendation to the relevant Deputy Vice-Chancellor regarding appropriate Disciplinary Action.
- (c) Where the relevant Deputy Vice-Chancellor has a conflict of interest the matter will be delegated to another Deputy Vice-Chancellor.
- (d) The Staff Member will be provided written notice of the determination as to whether there has been any Misconduct or Serious Misconduct and any Disciplinary Action to be taken.
- (e) For the avoidance of doubt, in the event that a Staff Member has been found to have engaged in Serious Misconduct and their employment is subsequently terminated, no period of notice is payable to the Staff Member.

- (c) Where suspension without pay occurs at a time when the Staff Member is on a paid leave of absence, the Staff Member will continue to receive a salary for the period of leave of absence.
- (d) A Staff Member who has been suspended must not attend the grounds of the University without prior approval from the Director, HR. The Director, HR may, on application by the Staff Member, consider granting permission for a Staff Member to attend a specific part of the University for purposes such as preparing their response to the allegations.

51. Managing Ill Health and Injury

- (a) The University is committed to ensuring that ill and injured Staff Members are able to safely perform their duties. The Director, HR, may require a Staff Member whose capacity to perform the duties of their position is in doubt to undergo a medical examination by a medical practitioner or an assessment by a suitably qualified allied health professional chosen by the University at the expense of the University.
- (b) The University will not terminate the employment of a Staff Member in circumstances prohibited by law, including the circumstances stated in section 352 of the Fair Work Act and regulation 3.01 of the Fair Work Regulations 2009 (Cth) and section 232B of the Workers' Compensation and Rehabilitation Act 2003 (Qld).
- (c) The Director, HR, will provide the Staff Member with written notice of not less than four weeks that a medical examination is required. The Staff Member must attend the examination at the University at the expense of the University.

professional's opinion. No action will be taken against the Staff Member until the further opinion is received from the medical practitioner.

- (iv) Prior to taking action to terminate the employment of the Staff Member, the Vice Chancellor may offer the Staff Member the opportunity to submit a resignation and, if such a resignation is offered, will accept it and not proceed with action to terminate employment.
- (v) A copy of the medical practitioner's report will be provided to the Staff Member.

1. Academic Staff – Full-Time

Level

education. Casual staff must seek prior written approval from their Supervisor before undertaking work which would be captured by this Clause.

Casual Academic Staff should be engaged and paid for at least 2 hours of work on each occasion they are required to attend work for the University, inclusive of an incorporated time and payment for preparation or associated working time provided for in this clause.

TABLE 1

Rate	Hourly Rate 31/12/2021	Hourly Rate 01/07/2023	Hourly Rate 01/07/2024	Hourly Rate 01/07/2025	Hourly Rate 31/12/2025
Lecture and /or Seminar and High-Level Marking activities	\$64.12	\$70.70	\$73.00	\$75.19	\$77.25
Tutorial and Other Required Academic Duties Requiring Full Subject Coordination or Where the Staff Member Holds a PhD	\$54.89	\$60.71	\$62.68	\$64.56	\$66.34
Tutorial and/or Other Required Academic Duties/Clinical Education / Standard Marking	\$46.13	\$51.22	\$52.88	\$54.47	\$55.96
Medically and/or Dental Science qualified demonstrators	\$96.39	\$102.62	\$105.95	\$109.13	\$112.13

Lecture and High-level marking include:

- Lecturing or Seminar
- Marking Moderation or
- Marking requiring Academic level B judgement

Tutoring and Other Academic Duties Requiring Full Subject Coordination or Where the Staff Member Holds a PhD includes:

- Tutorial or Workshop where full subject coordination is required or
- Tutorial or Workshop where the Staff Member holds a relevant PhD or
- Repeat tutorial or Workshop where the Staff Member holds a PhD
- Clinical Education where full subject coordination is required or
- Clinical Education where the Educator holds a PhD or
- Casual Marking where subject coordination is required or

- Casual marking where the Staff Member holds a PhD
- Other Required Academic Duties where full subject coordination is required or
- Other Required Academic Duties where the Staff Member holds a PhD
- Specialised Activities where full subject coordination is required or
- Specialised Activities where the Staff Member holds a PhD

Tutorial and/or Other Academic Duties includes:

- Casual Tutorial or
- Casual Tutorial where it is a repeat tutorial or
- Clinical Education where little or normal preparation is required
- Standard marking or
- Practical classes, demonstrations and workshops or
- Development of teaching and subject materials or
- Consultation with students or
- Attendance at meeting or training or
- Other required academic services

Other Required Academic Duties includes: all other work that is required to be performed by a person, acting as or on behalf of the University and is so performed by the Staff Member, being work in the nature of, but not limited to:

- the conduct of practical classes (i.e., computer sessions and specialised laboratory classes), demonstrations, student field excursions;
- simulation
- professional experience
- the conduct of performance, media arts or visual art studio sessions; musical coaching and repititeurship;
- development of teaching and subject materials such as the preparation of subject outline and guides, reading lists and basic activities associated with subject coordination;
- consultation with students;
- supervision;
- attendance at departmental and/or faculty meetings or induction sessions as required;
- attendance and participation in approved training and development including mandatory training;
- where directed to, attend at a lecture and other teaching activities; and
- oversight of and input into on-line discussions su sput yestie

Medically and/or Dental Science qualified demonstrators includes: all work involved in demonstrations undertaken by Medical and/or Dental Qualified staff members.

Preparation for activities:

--	--	--	--	--	--	--	--	--	--

Duties

- Contribute to the development/development teaching and subject materials including materials for lectures/tutorials/workshops/online delivery, subject outline and guides, reading lists and activities associated with subject coordination.
- Guest presentations
- Demonstration/Practical experiences

Skills and Experience – Industry Associate

A relevant undergraduate degree with up to 5 years' experience in the industry.

Skills and Experience – Industry Professional

A relevant undergraduate degree with 5-7 years' experience in the industry or a relevant postgraduate degree.

Skills and Experience – Industry Specialist

A relevant undergraduate degree with more than 7 years' experience in the industry or a relevant postgraduate degree with at least 3 years' experience in the industry.

Schedule 2 Loadings and Allowances

Loading/Allowance	Staff Member Category	Entitlement as at 01/07/2023	Conditions
Higher Duties	Professional and Technical Staff	<p>Acting in a HEWL 2-9 position:</p> <p>The difference between the salary of the person performing the higher duties and the first incremental point (step 10) of the higher level.</p> <p>Acting in a HEWL 10 and above position:</p> <p>The higher duties allowances will be the difference between the Staff Member's ordinary rate and the ordinary rate of the position temporarily filled, on a proportionate basis (i.e., proportion will equate with the proportion of duties of the higher position performed)</p>	<p>Must undertake work at the higher level for a period of at least 5 continuous working days.</p> <p>On application, by the Staff Member after a period of at least 10 working days or where a Staff Member has worked a regular pattern of at least 10 working days in any 6-month period.</p>
	Academic Staff	Paid at the higher level including periods of authorised leave	Must undertake work at the higher level for a period of more than 20 continuous days.
Community Language Allowance	Eligible Staff of the University	<p>Level 1: \$1,229.08 per annum</p> <p>Level 2: \$1,731.26 per annum</p>	The Community Language Allowance is an annual allowance payable to a ó

Table 1 - Clinical Allowance

Clinical Allowance 1: (\$10,120.28 pa) Paid to:

Professionally qualified and Australian Registered dental hygienist, dental prosthetists, dental therapist and oral health therapist within the College of Medicine and Dentistry who, as part of their role are required to be clinically active in order to meet their responsibilities in teaching or research.

Clinical Allowance 2: (\$13,493.70 pa) Paid to:

Professionally qualified and Australian Registered medical practitioners within the College of Medicine and Dentistry with less than 5 years' experience who, as part of their role are required to be clinically active in order to meet their responsibilities in teaching or research;

Professionally qualified and Australian Registered dentists within the College of Medicine and Dentistry with less than 5 years' experience who, as part of their role are required to be clinically active in order to meet their responsibilities in teaching or research; and

Professionally qualified and Australian Registered veterinary practitioners within the College of Public Health, Medical & Vet Sciences with less than 5 years' service who, as part of their role are required to be clinically active in order to meet their responsibilities in clinical teaching or clinical research.

Clinical Allowance 3: (\$17,971.16 pa) Paid to:

Professionally qualified and Australian Registered medical practitioners within the College of Medicine and Dentistry who have specialist registration (Fellowship), up to 7 years' experience and who, as part of their role are required to be clinically active in order to meet their responsibilities in teaching or research;

Professionally qualified and Australian Registered dentists within the College of Medicine and Dentistry with up to 7 years' experience or specialist qualifications who, as part of their role are required to be clinically active in order to meet their responsibilities in teaching or research; and

Professionally qualified and Australian Registered veterinary practitioners within the College of Public Health, Medical & Vet Sciences with up to 7 years' experience who, are required to be clinically active in order to meet their responsibilities in clinical teaching or clinical research and as part of their role have significant responsibility for diagnosis and patient care.

Clinical Allowance 4: (\$26,926.06 pa). Paid to:

Professionally qualified and Australian Registered medical

Schedule 3 Senior Staff

1. Where the University enters into a contract of employment with Senior Staff, the terms and conditions of their employment will be set out in the Enterprise Agreement.

Schedule 4 Classification Descriptors Professional and Technical Staff

1. Domain Matrices

1.1 Domain Matrix 1: Qualifications (Within the Australian Qualifications Framework)

Year 12	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trades certificate	Completion of an apprenticeship, normally of four (4) years' duration, or equivalent recognition, e.g., Certificate III.
Post-trades certificate	A course of study over and above a trade certificate and less than a Certificate IV.
Certificates I and II	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III	A course that provides a range of well-developed skills and which is comparable to a trade certificate.
Certificate IV	A course that provides greater breadth and depth of skill and knowledge and which is comparable to a two year Part-Time post-Year 12 or post-trade certificate course.
Diploma	A course at a higher education or vocational and technical education institution, typically equivalent to two years' Full-Time post-Year 12 study.
Advanced diploma	A course at a higher education or vocational and technical education institution, typically equivalent to three (3) years' Full-Time post-Year 12 study.
Degree	A recognised degree from a tertiary institution, consisting usually of three or four years of Full-Time study or Part-Time equivalent, and sometimes combined with a one-year diploma or Honours.

	BASIC	ROUTINE	GENERAL	BROAD
--	--------------	----------------	----------------	--------------



May liaise with other work units to solve problems across units.

May adapt policies, systems and processes to achieve objectives with an understanding of how this

DOMAIN MATRIX 5: WORK COMPLEXITY

STRAIGHT FORWARD	ROUTINE	SOME COMPLEXITY	COMPLEX	COMPLEX & INNOVATIVE	ADVANCED
<p>Work presents few difficulties to the reasonably experienced person. Work is generally repetitious and requires a methodical approach.</p>	<p>The nature of the work requires a repetition of duties or actions following a standard method or format, although the details of each occurrence may vary.</p> <p>Work involves the application of established principles, practices and procedures. Actions and responses can be repeated and are often predictable. Work involves the application of established principles, practices and procedures. Actions and responses can be repeated and are often predictable. Work involves the application of established principles, practices and procedures. Actions and responses can be repeated and are often predictable.</p>				

1.6

DOMAIN MATRIX 6: JUDGMENT AND PROBLEM SOLVING

LIMITED	ROUTINE	INFORMED	SIGNIFICANT	HIGH LEVEL	ADVANCED
---------	---------	----------	-------------	------------	----------

Required actions are clear. Limited options means that very little judgement is required.

Access to specific advice or instruction is available if problems are encountered.

Risk very unlikely to have an impact upon the University activities or its operations.

the University has no risk

SOUND	EFFECTIVE	WELL DEVELOPED	HIGH LEVEL
<p>Completes straightforward records and forms.</p> <p>Prepares routine correspondence or other documents from instructions or examples.</p> <p>Undertakes basic recording and entering of data.</p>	<p>Integrates and presents information provided by others into letters, memos, reports and other documents and writes correspondence related to recurring issues and procedural routines.</p> <p>Drafts more complex memos/letters.</p> <p>Records committee/working party process and outcomes.</p>	<p>Composes correspondence, memos, briefs and other documents which convey specialised concepts in order to influence outcomes or decisions.</p> <p>Creates reports and documentation on technical procedures, administrative procedures, University publications, publicity and marketing materials.</p> <p>Prepares agendas, minutes, papers, abstracts, scientific posters, reports, documentation for election processes.</p> <p>Prepares project outlines that others work to.</p>	<p>Originates comprehensive reports or other documents to communicate ideas or concepts related to complex or sensitive issues. This may involve policies and guidelines, implication for legal and/or financial and/or University systems; including submissions to government, complex quotations or project outlines, consultancy contracts and business plans.</p> <p>Prepares speeches, articles, papers, reports or other material with wide application as a principal author, seeking to influence an audience of critical importance to the University, profession or discipline (e.g., conference presentation).</p>

2. CLASSIFICATION DESCRIPTORS – HEWL STAFF

	location and availability of Staff and services.
Task level/Work Complexity	Straightforward to routine Perform a range of straightforward tasks where procedures are clearly established. May perform more complex tasks.

Written Communication

2.5 HIGHER EDUCATION WORKER LEVEL 5

**Qualifications and
Experience**

2.7

HIGHER EDUCATION WORKER LEVEL 7

Qualifications and Experience	<p>Level 7 duties typically require a skill level that assumes and requires knowledge or training equivalent to:</p> <p>Completion of a degree with at least 4 years subsequent relevant experience; or Extensive experience and management expertise in technical or administrative fields; or An equivalent combination of experience and/or education and/or training.</p>
Supervision received	Broad
Supervision provided to others	Functional based supervision and Line Management May manage other administrative, technical and/or professional employees.
Knowledge	<p>General to Broad</p> <p>Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.</p>
Task level/Work Complexity	<p>Complex to complex and innovative</p> <p>Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.</p>
Judgement and problem solving	<p>Significant to high level</p> <p>Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.</p>
Written Communication	Well Developed to High
Oral Communication and Interpersonal Skills	Well Developed to High

2.8

HIGHER EDUCATION WORKER LEVEL 8

Qualifications and Experience	<p>Level 8 duties typically require a skill level that assumes and requires knowledge or training equivalent to:</p> <p>Progress towards postgraduate qualifications and extensive relevant experience; or Extensive experience and management expertise; or An equivalent combination of relevant experience and/or education and/or training.</p>
Supervision received	Broad

Supervision provided to others	Functional supervision and line management May manage other administrative, technical and/or professional employees.
Knowledge	Broad The employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.
Task level/Work Complexity	Complex and innovative Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.
Judgement and problem solving	High level Responsible for program development and implementation. Provide strategic support and advice to Colleges or Divisions requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.
Written Communication	High level
Oral Communication and Interpersonal Skills	High level

2.9

HIGHER EDUCATION WORKER LEVEL 9

Qualifications and Experience	Level 9 duties typically require a skill level that assumes and requires knowledge or training equivalent to: Postgraduate qualifications and relevant experience; or Extensive management expertise and proven management expertise; or An equivalent combination of relevant experience and/or education and/or training.
Supervision received	Broad to generally unguided.
Supervision provided to others	Functional supervision and line management Will manage other administrative, technical and/or professional employees.
Knowledge	Broad to extensive

	resources.
Judgement and problem solving	High level to advanced Responsible for program development and implementation with broader reaching impacts that a HEWL or across a wide range of activities. Provide strategic support and advice to Colleges or Divisions requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.
Written Communication	High level
Oral Communication and Interpersonal Skills	High level

2.10

HIGHER EDUCATION WORKER LEVEL 10

Qualifications and Experience	Level 10 duties typically require a skill level that assumes and requires knowledge or training equivalent to: Postgraduate qualifications and extensive relevant experience; or Proven expertise in the management of significant human, financial and physical resources.
Supervision received	Generally unguided
Supervision provided to others	Functional supervision and line management. Will manage other administrative, technical and/or professional employees.
Knowledge	Extensive Bring a multi-perspective understanding to the development, consultation and implementation of new policies; devise new ways of adapting the organisation's strategies, including eternally generated demands.
Task level/Work Complexity	Advanced Complex, significant and high-level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.
Judgement and problem solving	Advanced Be fully responsible for the achievement of significant organisational objectives and programs.
Written Communication	High Level
Oral Communication and Interpersonal Skills	High Level

3. CLASSIFICATION DESCRIPTORS – HEWL RESEARCH WORKERS

Support Research Staff Position Classification Descriptors

This schedule includes definitions of the four levels of supervision, the eight qualification levels and the seven classification dimensions that are referred to in the description.

DEFINITION 1	SUPERVISION
Close supervision:	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
Routine supervision:	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

General direction:

(d) Supervision And Independence

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

(e) Organisational Relationships And Impact

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

(f) Typical Activities

- (i) orders supplies;
- (ii) assist in setting up routine experiments;
- (iii) monitor experiments for report to the Head of work unit or more senior research Staff;
- (iv) assist with the preparation of specimens;
- (v) care for animals, plants and microbe cultures.
- (vi) use in a standard manner a word processing package (including storage and retrieval of documents, keying and setting out of correspondence and reports, merging, moving and copying, using columns, tables and basic graphics) or an established spreadsheet or database application;
- (vii) provide administrative support to senior research Staff, including setting up meetings and answering straightforward inquiries.
- (viii) process accounts for payment.
- (ix) undertake library or archival work
- (x) process and collate information and data,
- (xi) assist with surveys, observations, field trials, tests and associated research activity.

3.4 Research Worker Level 4

(a) Education Training and Experience

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

- (i) Completion of a degree without subsequent relevant work experience; or
- (ii) completion of an associate diploma level qualification with relevant work-related experience or a certificate level qualification with post-certificate relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(b) Task

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

(c) Judgment And Problem Solving

In technical positions, apply theoretical knowledge and techniques to a range of research procedures and tasks. In an administrative/secretarial position, provide factual advice which

- (i) a degree with at least 4 years subsequent relevant experience; or
- (ii) extensive experience and specialist expertise or broad knowledge in technical fields; or

- (i) a degree with significant relevant experience; or
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(b) Task

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area. Senior research worker (M avn a&s)

LEVEL C

LEVEL D

GENERAL STANDARD

A Level D academic is expected to make a significant contribution to all activities of the work unit or interdisciplinary area and play a significant role within their profession or discipline. Academics at this level may be appointed in recognition of distinction in their disciplinary area.

SPECIFIC DUTIES

- Specific duties required of a level D academic may include:
- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, online teaching, clinical sessions and studio sessions.
- The development of a responsibility for curriculum/programs of study.
- Course and subject co-ordination
- The preparation and delivery of lectures and seminars.
- Primary or co-advisor of honours and postgraduate research students.
- Primary or co-advisor of the program of study of honours and postgraduate students engaged in course work.
- The conduct of research, including, where appropriate, leadership of a large research team.
- Significant contribution to the profession, and/or discipline.
- High level administrative functions
- Consultation with students.
- Marking and assessment.
- Playing an active role in the maintenance of academic standards and participation in development of educational policy and of curriculum areas within the discipline.
- Attendance at discipline and work unit meetings and a major role in planning or committee work.

SKILL BASE

A Level D academic will normally have the same skill base as a Level C academic. In addition, there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

Table 2 Research Fellows Position Classification Descriptors

Postdoctoral Research Fellow (Equivalent to Academic Level A)
--

General Standard

A Postdoctoral Research Fellow is expected to carry out research either independently or in a team within the field in which the appointment is made and develop relevant research expertise with guidance from senior colleagues.

Specific Duties

Specific Duties may include:

- Conduct of research under limited supervision and the production of published works in refereed journals, books, conference and seminar papers or the production of creative works. Involvement in professional activities, including contributions such as conferences and seminars in the field of expertise.
- Contributions to teaching programs in the area of expertise consistent with the conditions of the award.
- Co-advisor of honours and postgraduate students in the area of expertise and examination of honours and postgraduate theses.
- Contribution to the research culture, intellectual activities and outputs of the work unit and relevant research centres, institutes, clusters or groups.
- Preparation of research and grant proposals.

Skill Base

A Postdoctoral Fellow will normally have completed a doctoral degree or have an equivalent combination of qualifications or research experience.

Principal Research Fellow (Equivalent to Academic Level D)

General Standard

A Principal Research Fellow is expected to make major contributions to the field of expertise within which the appointment is made and contribute to the development, leadership and management of research within the work unit. A Principal research fellow is expected to play a significant role in research at the national level. Research Staff at this level may be appointed in recognition of distinction in their area of research or scholarship.

Specific Duties

Specific Duties may include:

- Conduct of independent research and research team leadership and the production of published works in refereed journals, books, conference and seminar papers or the production of creative works.
- Supervision of research, technical and administrative Staff associated with relevant research projects or programs.
- Financial and administrative management of research teams.
- Responsibility for the maintenance and renewal of funding in the relevant research field.
- Promotion of research links which enhance the profile of the field in both the research and general community and provide opportunities for the application of research findings.
- Contributions to teaching programs in areas of expertise consistent with the conditions of the award.
- Primary or co-advisor of honours and postgraduate students, examination of honours and postgraduate theses and contribution to the design of postgraduate teaching and research programs.
- Contribution to the research policy and management of the University.
- Contribution to the research culture, intellectual activities, leadership and outputs of the work unit and relevant research centres, institutes, clusters or groups.

Skill Base

The Principal Research Fellow must have substantial postdoctoral research experience with a requirement for academic results and a profile of international excellence in the relevant research field.

Table 3 Research Staff Position Classification Descriptors

RESEARCH OFFICER (Equivalent to Academic Level A)
--

General Standard

A Research Officer is expected to contribute towards the research/consultancy effort of the institution and to develop expertise through the pursuit of defined projects relevant to the particular field of research/consultancy.

Specific Duties

Specific duties may include:

- The conduct of research/consultancy activities under limited supervision either as a member of a team, or, where appropriate, independently, and the production or contribution to the production of conference and seminar papers, reports and/or publications from that research/consultancy.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Limited administrative functions primarily connected with the area of research/consultancy of the Staff.
- Development of a limited amount of research/consultancy-related material for teaching or other purposes with appropriate guidance from other Staff.
- Occasional contributions to teaching in relation to his/her research/consultancy project(s).
- Experimental design and operation of advanced laboratory and technical equipment or conduct of advanced research procedures.
- Attendance at meetings associated with research/consultancy or the work of the work unit to which the Staff is connected, and/or discipline and/or work unit meetings and/or membership of a limited number of committees.

A Research Officer shall work with support, guidance and/or direction from senior research Staff and with an increasing degree of autonomy as the Research Officer's position progresses.

PRINCIPAL RESEARCH OFFICER (Equivalent to Academic Level C)

General Standard

A Principal Research Officer is expected to make independent or original contributions to the research/consultancy effort within the field of expertise and to the organisation unit or inter-disciplinary area of which the Staff is a part. A research Staff Member at this level is expected to play a major role in research/consultancy including the exercise of some leadership in research/consultancy.

Specific Duties

Specific duties may include:

- The conduct of research/consultancy activities and the production of conference and seminar papers, reports and publications from that research/consultancy.
- Supervision of support research and general Staff involved in the Staff Member's research/consultancy.
- Supervision where appropriate of the research/consultancy of less senior research Staff.
- Involvement, where appropriate, in the promotion of research/consultancy links with outside bodies.
- Preparation of research/consultancy proposal submissions to external funding bodies.
- Significant role in research/consultancy projects including, where appropriate, leadership of research teams or management of projects.
- Responsibility for the oversight of financial management of grants received for research/consultancy projects.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to the teaching program within the field of the Staff Member's research/consultancy.
- Co-advisor, or where appropriate, primary advisor, of honours or postgraduate research students in the Staff Member's area of expertise.
- Attendance at meetings associated with research/consultancy or the work of the work unit to which the research/consultancy is connected, and/or discipline and/or work unit meetings, and a major role in planning and committee work.

Skill Base

A Principal Research Officer will normally have advanced qualifications and/or recognised experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent achievement and standing. In determining experience relevant to qualifications, regard is had to experience in research/consultancy, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement. In addition, a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

SENIOR PRINCIPAL RESEARCH OFFICER
(Equivalent to Academic Level D)

General Standard

CHIEF RESEARCH OFFICER (Equivalent to Academic Level E)

General Standard

A Chief Research Officer is expected to exercise a special responsibility in providing leadership and in fostering excellence in research/consultancy in a specific discipline, in the work unit, within the institution and within the scholarly and general community.

Specific Duties

The specific duties may include:

- Provision of a continuing high level of personal commitment to, and distinguished achievement in, a particular area of research/consultancy or scholarship.
- Fostering the research/consultancy of other groups and individuals within the work unit and more broadly within the institution.
- Development of research/consultancy policy.
- Preparation of research/consultancy proposal submissions to external bodies.
- Responsibility for the oversight of financial management of grants.
- The conduct of independent research/consultancy activities in which the Staff Member may provide leadership within a team and the preparation of conference and seminar papers, reports and publications from that research/consultancy.
- Supervision of research and administrative Staff and other academic Staff responsible to the Chief Research Officer.
- Making a distinguished personal contribution to the conduct of research/consultancy at all levels.
- Management of large research/consultancy projects or teams.
- Developing policy and being involved in administrative matters within the work unit or other comparable organisational units and within the institution.
- Participating in community and professional activities related to a particular disciplinary area, including involvement in commercial and industrial sectors where appropriate.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contribution to the teaching program in the field of the Staff Member's research/consultancy.
- Co-advisor, or where appropriate, primary advisor, of honours or postgraduate research students in the Staff Member's area of expertise.
- Attendance at meetings associated with research/consultancy or the work of the work unit to which the research/consultancy is connected, and/or discipline and/or work unit meetings, and a major role in planning and committee work.

Skill Base

A Chief Research Officer shall have the same skill base as a Senior Principal Research Officer but will be recognised as a leading authority in the relevant discipline area, normally at an international level.

Schedule 6 Field Stations

1. Application

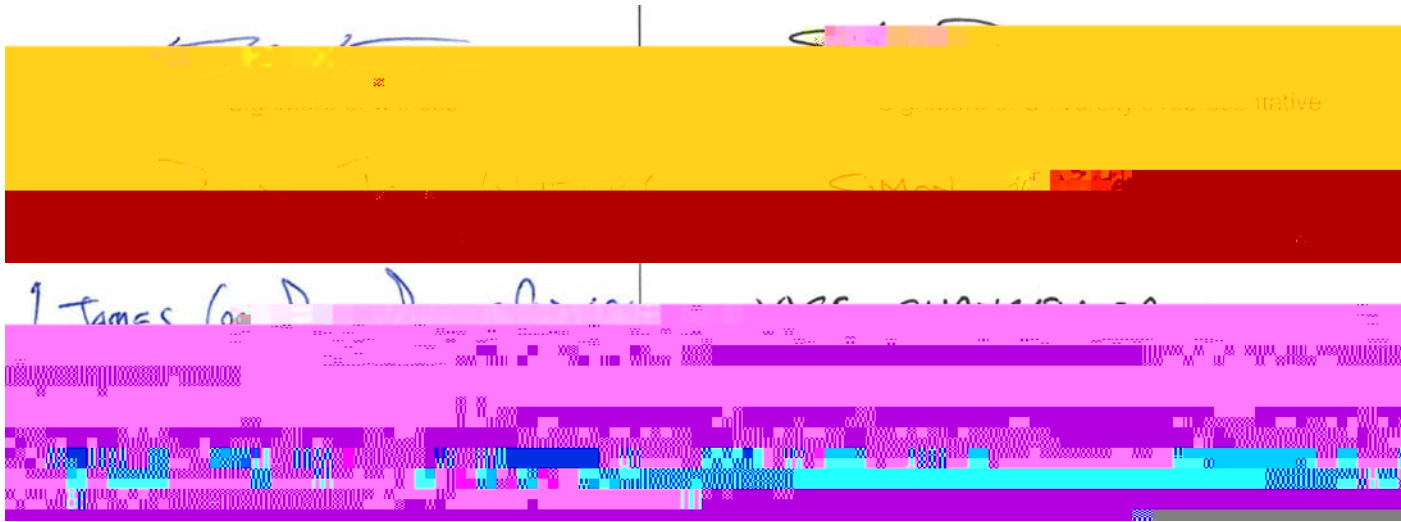
- (a) Unless otherwise specified in this schedule the provisions in the James Cook University Enterprise Agreement 2022 apply.
- (b) This schedule shall apply to Staff of the University whose primary place of employment is:
 - (i) the Orpheus Island Research Station; or
 - (ii) the Daintree Rainforest Observatory; or
 - (iii) the Fletcherview Station; or **M**

5. Time Off In Lieu

- (a) Approved TOIL may be banked and used in conjunction with annual leave entitlements on approval from the Supervisor, according to operational requirements.
- (b) Supervisors must ensure that requests to take accrued TOIL are not unreasonably refused.
- (c) Approved TOIL days will be taken within 3 months where operations allow.
- (d) A Staff Member and the relevant Supervisor may agree to a plan for TOIL t v L

LC` A WÆ R — 72 (/ A W R U
C` H @ P

Where the travel duration is longer than twenty-four (24) hours the Staff Member w] 24a

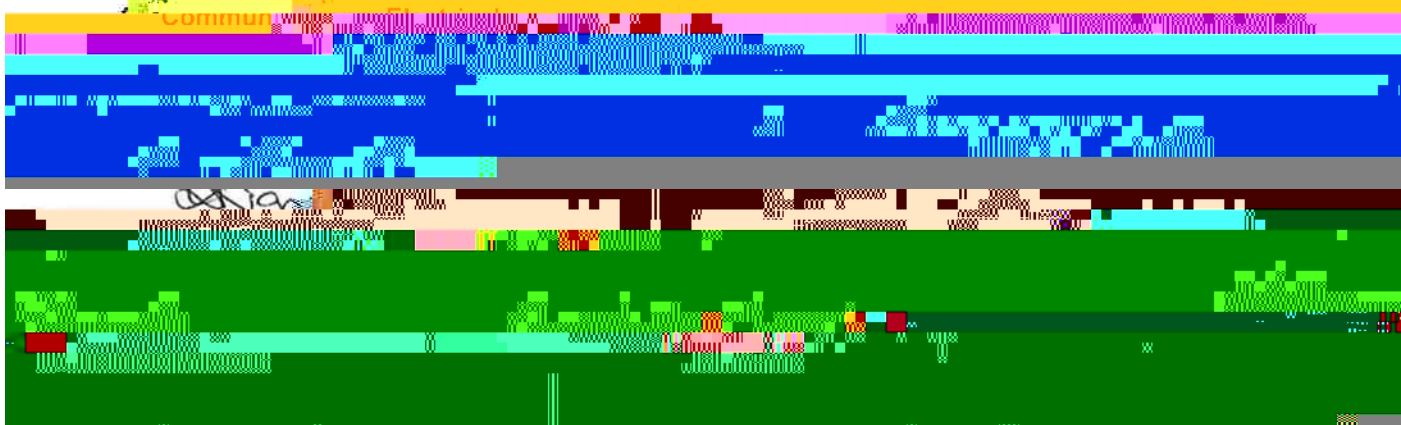


National Tertiary Education Union

Signed for and on behalf of the **National**

Signed for and on behalf of the

Commun



41 Attest & certify Brisbane

Address of witness

Q4101

Deputy Secretary

Position



