



JAMES COOK UNIVERSITY
ENTERPRISE AGREEMENT

2013 – 2016

CONTENTS

PART A – ABOUT THIS AGREEMENT.....	5
1. TITLE	5
2. PURPOSE	5
3. OBJECTIVES	5
4. COVERAGE.....	6
5. LENGTH OF AGREEMENT	6
6. OPERATION	6
7. NO EXTRA CLAIMS.....	6
8. DEFINITIONS.....	7
PART B – UNIVERSITY COMMITMENTS.....	10
9. EMPLOYMENT OF AUSTRALIAN ABORIGINAL AND/OR TORRES STRAIT ISLANDER PEOPLES.....	10
10. WORK HEALTH AND SAFETY	11
11. STAFF SUPPORT AND REPRESENTATION	11
12. JOINT CONSULTATIVE COMMITTEE	12
13. CODE OF CONDUCT.....	12
14. INTELLECTUAL FREEDOM.....	13
15. DOMESTIC VIOLENCE	14
16. TRANSITIONAL ARRANGEMENTS.....	14
PART C – EMPLOYMENT ARRANGEMENTS.....	15
17. INTERNAL ADVERTISEMENT REQUIREMENTS.....	15
18. TYPES AND MODES OF EMPLOYMENT.....	15
19. FIXED TERM EMPLOYMENT	16
20. CASUAL EMPLOYMENT ACADEMIC STAFF	20
21. DECREASING ‘TEACHING’ CASUALISATION.....	25
22. CASUAL EMPLOYMENT – PROFESSIONAL AND TECHNICAL STAFF	26
23. STAFF DUTIES AND SUPERVISION	27
24. PROFESSIONAL AND TECHNICAL STAFF LOADING FOR ACADEMIC WORK.....	27
25. POSITION CLASSIFICATION AND RE-CLASSIFICATION	28
26. PROBATION	30
27. REMUNERATION	31
28. SALARY	31
29. LOADINGS AND ALLOWANCES.....	32
30. HOURS OF WORK FOR PROFESSIONAL AND TECHNICAL STAFF	33

31.	OVERTIME AND TOIL – PROFESSIONAL AND TECHNICAL STAFF.....	36
32.	SHIFT WORK.....	38
33.	INDIVIDUAL FLEXIBILITY AGREEMENTS.....	39
34.	ACADEMIC WORKLOAD ALLOCATION FRAMEWORK.....	40
35.	EMPLOYER’S CONTRIBUTION OF SUPERANNUATION	47
36.	SALARY SACRIFICE ARRANGEMENTS	47
37.	NOTICE PERIOD	48
38.	MANAGING ILL-HEALTH AND INJURY	49
39.	ABANDONMENT OF EMPLOYMENT.....	51
PART D – PERFORMANCE DEVELOPMENT AND REVIEW		52
40.	LEARNING AND DEVELOPMENT OPPORTUNITIES	52
41.	PERFORMANCE MANAGEMENT FRAMEWORK.....	54
42.	MANAGING UNDERPERFORMANCE.....	55
PART E – LEAVE MATTERS.....		58
43.	ANNUAL LEAVE	58
44.	PERSONAL/CARERS LEAVE	60
45.	COMPASSIONATE LEAVE.....	61
46.	LONG SERVICE LEAVE.....	62
47.	PARENTAL LEAVE	63
48.	OTHER LEAVE	67
49.	LEAVE WITHOUT PAY	69
50.	PUBLIC HOLIDAYS.....	70
PART F – CONSULTATION AND CHANGE.....		71
51.	CHANGE MANAGEMENT AND CONSULTATION.....	71
52.	REDEPLOYMENT AND REDUNDANCY.....	74
PART G – CONDUCT AND DISPUTES.....		78
53.	RESOLVING WORKPLACE GRIEVANCES AND COMPLAINTS	78
54.	MISCONDUCT / SERIOUS MISCONDUCT	79
55.	REVIEW OF DECISIONS INCLUDING TO TERMINATE EMPLOYMENT	83
56.	RESOLUTION OF AGREEMENT DISPUTES.....	83
SCHEDULE 1 - SALARIES		85
SCHEDULE 2 – LOADINGS AND ALLOWANCES.....		89
SCHEDULE 3 – SENIOR STAFF APPOINTMENTS.....		93
SCHEDULE 4 – CLASSIFICATION DESCRIPTORS		94

SCHEDULE 5 - RESEARCH STATIONS.....	139
SCHEDULE 6 - INTERNATIONAL OFFICE STAFF TRAVEL ARRANGEMENTS	143
SCHEDULE 7 - STAFF WORKING HOURS - MARKETING WITHIN AUSTRALIA	148
SCHEDULE 8 – RESEARCH VESSEL M.V. “JAMES KIRBY” AND OTHER JAMES COOK UNIVERSITY VESSELS	149
SCHEDULE 9 – CONDITIONS FOR RESEARCH CONTINGENT STAFF MEMBERS	152

PART A – ABOUT THIS AGREEMENT

1. TITLE

This Agreement will be known as the James Cook University Enterprise Agreement 2013.

2. PURPOSE

The purpose of this Agreement is to establish the terms and conditions of employment for the staff of James Cook University.

3. OBJECTIVES

- 3.2. The aim of this Agreement is to facilitate the achievement of the objectives established in the Statement of Strategic Intent and detailed in the University Plan; A brighter future for the tropics, worldwide, through graduates and discoveries that make a difference.
- 3.3. JCU recognises the importance of investing in its staff and through this Agreement aims to support JCU as an Employer of Choice by:
- a) Supporting a culture of performance, innovation and continuous improvement which recognises and rewards high performance;
 - b) Providing the opportunity for staff to develop their skills to effectively perform their roles and develop their careers;
 - c) Allowing JCU to manage flexibly and responsibly to meet the challenges of the future;
 - d) Streamlining and simplifying conditions of employment;
 - e) Increasing organisational productivity and efficiency;
 - f) Minimising unnecessary prescription and support costs;
 - g) Supporting an environmentally friendly workplace; and
 - h) Maintaining a safe and healthy working environment and workplace free of bullying and harassment.
- 3.4. JCU is an organisation that values fairness, equity and diversity, and has put in place measures designed to prevent and eliminate unlawful discrimination and retain its diverse workforce including mature-aged workers and Aboriginal and Torres Strait Islander staff.
- 3.5. JCU recognises that staff should not have an excessive workload, and recognises that staff have to balance their working life commitments with other competing interests such as family, community work and lifestyle choices and that providing staff with flexibility in their attendance patterns will assist staff to achieve balance.

4. COVERAGE

- 4.1. This Agreement shall cover James Cook University and its staff.
- 4.2. This Agreement does not cover any staff covered by the James Cook University Catering Staff Agreement as varied from time to time.
- 4.3. Senior staff (as defined) should refer to Schedule 3, *Senior Staff Appointments*.
- 4.4. This Agreement has been negotiated between:
 - a) James Cook University; and
 - b) National Tertiary Education Union; and
 - c) United Voice; and
 - d) Together Queensland, Industrial Union of Employees; and
 - e) Australian Municipal, Administration, Clerical and Services Union; and
 - f) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

5. LENGTH OF AGREEMENT

- 5.1. This Agreement will come into operation and take effect 7 days after the date it is approved by the Fair Work Commission.
- 5.2. The nominal expiry date of the Agreement is 30 June 2016.
- 5.3. The parties agree to commence negotiations for a new enterprise agreement no later than three months prior to the nominal expiry date in Clause 5.2, above. At this time the parties will exchange logs of claim.
- 5.4. Upon the expiry date, this Agreement will continue until it is replaced by a new Agreement or terminated in accordance with the Fair Work Act.

6. OPERATION

- 6.1. The parties agree that the Supported Wage System for People with Disabilities Policy will form part of this agreement.
- 6.2. All other policies, procedures and guidelines which support the operation of this Agreement or provide staff benefits, conditions of employment or entitlements are not incorporated into nor form part of this Agreement and may be made or varied from time to time, following consultation with the Joint Consultative Committee (JCC).
- 6.3. If there is any inconsistency between the guidelines and policies and the express terms of this Agreement, the express terms of this Agreement will apply.

7. NO EXTRA CLAIMS

From the commencement of this Agreement, James Cook University and its staff covered by this Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

8. DEFINITIONS

Act means the Fair Work Australia Act 2009 as amended.

Academic Staff means a staff member engaged to undertake teaching, research and related duties as envisaged in the Position Classification Standards for academic staff in Schedule 4. Academic staff includes Casual academic staff engaged to undertake duties set out in Schedule 4.

AHEIA means the Australian Higher Education Industrial Association.

Clinical Loading is payable to academic staff who are required by JCU to be clinically active and are qualified medical, dental and veterinary practitioners as required by the appropriate jurisdiction in Australia or Queensland as outlined in Clause 29.3.

Consultation means the conferring (including the provision of relevant and appropriate information), between the parties to the Agreement, in such a way that the participants would have the opportunity to contribute to and influence the decision making process. Consultation does not mean having to reach agreement.

Continuity of Service for the purposes of long service leave accrual for fixed-term and casual staff will not be broken by the interval between employment in consecutive semesters.

Council means the Council of James Cook University.

Disciplinary Action means action by JCU to discipline a staff member for unsatisfactory performance, Misconduct or Serious Misconduct, and may include: formal censure or counselling; demotion by one or more classification levels or increments; withholding of an increment; suspension with or without pay. Termination of employment can be used only in the event of proven unsatisfactory performance or Serious Misconduct.

Employer means James Cook University.

Family includes: a spouse (including a former spouse, a de facto spouse and a former de facto spouse, of same or opposite sex) of the staff member; and a child (including an adult child, an adopted child, a foster child, a step child or an ex-nuptial child), a parent, grandparent, grandchild or sibling of the staff member or spouse of the staff member, and any other person or relationship agreed by JCU as being a family member.

Fixed Term employment means staff employed under a contract of employment for a specified period of time, for a specified task, or for the duration of a specified season, and the employment has terminated at the end of the period, task or season in accordance with the categories at Clause 19.1.

Human Resources Policy and Procedures means the policies and procedures of James Cook University as amended from time to time by the University, specified to govern the actions, rights and privileges of staff and identified as such.

Indigenous Australian person means a person of Australian Aboriginal and/or Torres Strait Island descent who identifies as an Australian Aboriginal or Torres Strait Island person and is accepted as such by their community.

Locality Allowance means an allowance which is payable for the increased cost of living, climatic conditions and isolation in respect of specified locations in North Queensland.

Long Term Casual Staff are Professional and Technical staff who have been appointed for 12 months or longer and Academic staff as defined in Clause 20, *Casual Academic Staff*.

Misconduct is conduct which is not Serious Misconduct but is nonetheless conduct which is improper or inconsistent with the staff member's duties or responsibilities. Misconduct may give rise to disciplinary action, but will not result in termination of the employment of the staff member.

Parties to the Agreement are James Cook University and those staff unions listed at Clause 4, *Coverage*, of this Agreement.

Professional and Technical Staff means a staff member engaged to undertake administrative, professional, technical or service activities as envisaged in the Position Classification Descriptors in Schedule 4 (Table 5).

Parental Leave means primary carers leave, adoption leave, supporting partner leave, concurrent leave and special leave.

Primary Carer means the person with a child/ren in their care where they are the person most meeting the child's physical needs.

Redundancy means where having complied with Clause 51, *Change Management and Consultation*, JCU no longer requires the job to be performed by anyone because of changes in the operational requirements of the University.

Research Academic means a staff member engaged primarily in research-only scholarly activities as envisaged in the Research Academic Position Classification Descriptors or Research Fellow Position Classification Descriptors in Schedule 4 (Tables 2 and 3).

Research Support Staff means a staff member engaged to undertake professional or technical activities that support the dedicated research activities of JCU and are envisaged in the Research Staff Classification Descriptors in Schedule 4 (Table 4).

Senior Staff means an Academic staff member employed at a Head of a Work Unit or more senior position, or a Professional and Technical staff member employed at HEW level 10C or above.

Serious Misconduct is:

- Serious misconduct as defined by the Fair Work Regulations 2009 (Cth); as amended from time to time; or
- Any serious breach of the James Cook University Code of Conduct; or
- Official Misconduct as defined by the Crime and Misconduct Act 2001, as amended from time to time.

Shift Worker means a staff member who is required to undertake shift work in accordance with a shift roster, but does not preclude staff, working pursuant to such a shift roster, from being permitted to work the same shift from week to week without rotation.

Supporting Partner means the person who is a spouse, de-facto partner or same sex partner of the staff member, or a custodial parent of the child, who is not the primary carer.

Travel costs include the cost of passports, visas, tickets, travel insurance, travel charges, airport taxes, airport transfers (including meals and accommodation where necessary).

Union and Elected Staff Representatives of the Joint Consultative Committee means the ten (10) representatives comprising four (4) staff members of JCU elected by and from all staff of JCU covered by this Agreement, and six (6) nominees of the unions party to this Agreement.

Vice-Chancellor means the person appointed as such to be the Vice-Chancellor of JCU, and includes anyone fulfilling that role on a temporary basis.

Workplace harassment/bullying will be defined by law (as amended from time to time) presently being a situation where a person is subjected to behaviour, other than sexual harassment that:

- is repeated, unwelcome and unsolicited; and
- the person considers to be offensive, intimidating, humiliating or threatening; and
- a reasonable person would consider to be offensive, humiliating, intimidating or threatening;

Work Unit means Faculty, School, Institute, Centre, Directorate or any successor structure as determined by JCU.

PART B – UNIVERSITY COMMITMENTS

9. EMPLOYMENT OF AUSTRALIAN ABORIGINAL AND/OR TORRES STRAIT ISLANDER PEOPLES

9.1. The University is committed to achieving the long term goal of at least 7.4% of JCU staff being Australian Aboriginal and/or Torres Strait Islander peoples.

9.2. Employment Targets

In order to achieve this goal, JCU will set a key performance indicator that at least 4.5% of staff or at least 75 FTE will be Australian Aboriginal and/or Torres Strait Islander peoples by 30 June 2015.

The employment of Australian Aboriginal and/or Torres Strait Islander peoples will be proportionate between Academic and Professional and Technical positions and located proportionately across JCU. The progress towards these goals will be tabled and discussed at the JCC meetings in June and December each year.

9.3. Indigenous Employment Strategy

The Indigenous Employment Strategy will be reviewed annually and updated in consultation with a reference committee that will include Australian Aboriginal and/or Torres Strait Islander staff, members of the local community, Traditional Owner groups, union representatives and other relevant stakeholders.

The Indigenous Employment Strategy will be a key driver of the achievement of the key performance indicators.

9.4. School of Indigenous Australian Studies (or equivalent work unit)

In order to ensure the long term effectiveness of the work unit, the overwhelming majority of staff will be Australian Aboriginal and/or Torres Strait Islander peoples. Appointments of non-Indigenous Australians will only be made where Australian Aboriginal and/or Torres Strait Islander candidates are not available.

Selection committees for positions within the work unit will include at least 50% Indigenous Australian members where suitably qualified panel members are available.

Selection committee members who are non-indigenous will have recognised cultural competencies.

9.5. Identified Australian Aboriginal and/or Torres Strait Islander positions

When being an Australian Aboriginal and/or Torres Strait Islander is a genuine requirement of a position, the position should be filled by a suitably qualified Australian Aboriginal and/or Torres Strait Islander person who meets the selection criteria for the position.

Where an Australian Aboriginal and/or Torres Strait Islander is not immediately available to fill a designated position, the position may be filled on a fixed-term basis for a maximum of 2 years, until an Australian Aboriginal and/or Torres Strait Islander person can be recruited or transferred to the position.

Selection committees for designated Australian Aboriginal and/or Torres Strait Islander positions will include at least 50% Australian Aboriginal and/or Torres Strait Islander members where suitably qualified panel members are available.

9.6. Cultural Leave

An Australian Aboriginal and/or Torres Strait Islander person (other than a casual staff member) employed by JCU is entitled to a maximum of 5 days paid leave per calendar year to participate in, or fulfil cultural obligations related to the culture and/or community group with which they identify.

A casual Australian Aboriginal and/or Torres Strait Islander staff member employed by JCU is entitled to up to a maximum of 5 days unpaid leave per calendar year to participate in, or fulfil, cultural obligations related to the culture and/or community group with which they identify.

9.7. Community Language Allowance

Australian Aboriginal and/or Torres Strait Islander staff who are required to use indigenous language in the course of their duties, will be eligible for an Indigenous Language allowance in accordance with Schedule 2.

10. WORK HEALTH AND SAFETY

JCU and its staff have a responsibility to achieve and maintain the highest practicable standards of Workplace Health and Safety and to take all reasonable steps to provide a safe and healthy workplace.

10.1. The parties to this Agreement:

- a) agree that the health and safety of all staff, students, contractors and visitors is of primary concern to JCU; and
- b) share an ongoing commitment to promote the health, safety and welfare of all staff, students, contractors and visitors.

10.2. Managers and supervisors have a responsibility to be aware of and enforce the provisions of all relevant Acts, Regulations, JCU Work Health and Safety Policies and supporting framework.

10.3. Managers and staff have an obligation and responsibility to ensure a workplace that is free of workplace bullying and harassment.

10.4. Staff who work with computers are eligible to attend a Medicare funded eye test during working hours without loss of pay.

11. STAFF SUPPORT AND REPRESENTATION

11.1. JCU recognises that staff may be assisted, accompanied and supported by a representative that may be:

- A staff member; or
- Delegate or staff member of a union that is a party to this Agreement; and
- Not a practicing solicitor or barrister.

11.2. Staff will inform their line manager and/or relevant level of management that they will be represented prior to any discussions.

12. JOINT CONSULTATIVE COMMITTEE

- 12.1. JCU is committed to communicating and consulting with staff on workplace matters and will maintain the Joint Consultative Committee (JCC) chaired by the Vice-Chancellor or his or her representative, and comprising representatives of:
- Staff;
 - The unions that are a party to this Agreement; and
 - Management.
- 12.2. The JCC will have the primary responsibility for monitoring the implementation of this Agreement with respect to staff covered by this Agreement.
- 12.3. JCU makes a commitment to convene bi-monthly meetings of the JCC.
- 12.4. The JCC will maintain agreed Terms of Reference. As required, from time to time, any changes to the Terms of Reference will be agreed to by members of the JCC.
- 12.5. Staff may raise issues for discussion at the JCC through any representative who attends the JCC.
- 12.6. JCU will recognise the duties of JCC representatives as part of their normal workload and provide staff representatives with reasonable facilities to undertake their consultative and representative duties.

13. CODE OF CONDUCT

The parties to this Agreement support the Code of Conduct as it establishes the standard by which staff and volunteers conduct themselves towards others and perform their professional duties on behalf of JCU.

- 13.1. The parties agree that the Code of Conduct will only be changed following consultation with the JCC.
- 13.2. JCU is committed to achieving and maintaining the highest standards of ethical conduct and through the Code of Conduct will ensure that staff:
- Seek excellence as a part of a learning community;
 - Act with integrity;
 - Behave with respect for others; and
 - Embrace sustainability and social responsibility.
- 13.3. The parties note that the Code of Conduct is not intended to detract from Clause 14, *Intellectual Freedom*.

14. INTELLECTUAL FREEDOM

- 14.1. JCU is committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University and in accordance with JCU's Code of Conduct.
- 14.2. Intellectual freedom includes the rights of staff to:
- Pursue critical and open inquiry;
 - Participate in public debate and express opinions about issues and ideas related to their respective fields of competence;
 - Express opinions about the operations of JCU and higher education policy more generally;
 - Be eligible to participate in established decision making structures and processes within JCU, subject to established selection procedures and criteria;
 - Participate in professional and representative bodies, including unions and other representative bodies.
- 14.3. All staff have the right to express unpopular or controversial views. However, this comes with a responsibility to respect the rights of others and they do not have the right to harass, vilify, bully or intimidate those who disagree with their views. These rights are linked to the responsibilities of staff to support JCU as a place of independent learning and thought where ideas may be put forward and opinion expressed freely.
- 14.4. JCU acknowledges the rights of staff to express disagreement with University decisions and with the processes used to make those decisions. Staff should seek to raise their concerns through applicable processes and give reasonable opportunity for such processes to be followed.
- 14.5. Staff, as leaders and role models to students and the wider community, must adhere to the highest standards of propriety and truthfulness in scholarship, research and professional practice.
- 14.6. Staff members commenting publicly in a professional or expert capacity may identify themselves using their University appointment or qualifications, but must not represent their opinions as those of JCU. The University expects that staff will maintain professional standards when they intentionally associate themselves with its name in public statements and/or forums.
- 14.7. Staff who contribute to public debate as individuals and not in a professional or expert capacity, must not intentionally identify themselves in association with their University appointment.

15. DOMESTIC VIOLENCE

JCU recognises that some of its staff may experience situations of violence and abuse in their domestic life which may adversely impact on their attendance or performance at work.

No staff will be disadvantaged in their employment because of the consequences of matters arising from, or as a result of, domestic violence.

The University is committed to providing support to staff that experience domestic violence and will do all in its power to provide a safe workplace and to support staff that experience domestic violence.

16. TRANSITIONAL ARRANGEMENTS

Any matter involving the review committee, a staff member's conduct or performance or a dispute that commenced under the James Cook University Enterprise Agreement 2010 and has not been finalised at the time this Agreement commences, will continue to be managed in accordance with:

- Clause 9 – Dispute Settling Procedure; or
- Clause 28 – Unsatisfactory Performance; or
- Clause 29 – Misconduct or Serious Misconduct; or
- Clause 57 – Review Committee.

of the James Cook University Enterprise Agreement 2010 until the matter is finalised.

PART C – EMPLOYMENT ARRANGEMENTS

17. INTERNAL ADVERTISEMENT REQUIREMENTS

- 17.1. All continuing positions and fixed-term positions greater than 12 months, at HEWL 2-5 will normally be internally advertised on Jobs@JCU for a period of at least 7 days. Where a position is a possible redeployment opportunity this clause may not apply until the redeployment process is complete.
- 17.2. Where it is demonstrable that a particular specialist skill set is required, external advertising may occur simultaneously with internal advertising.
- 17.3. Assessment and selection of internal applicants will be merit-based and in accordance with JCU's Recruitment, Selection and Appointment Policy.
- 17.4. Where no internal applicants are received within 7 days JCU may proceed with external advertising.

18. TYPES AND MODES OF EMPLOYMENT

- 18.1. Employment Types
 - 18.1.1 **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.
 - 18.1.2 **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 52, *Redeployment and Redundancy* does not apply to staff employed on a fixed-term contract of employment.
 - 18.1.3 **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, that includes a loading of 25% in lieu of benefits for which the casual staff is not eligible. Clause 37, *Notice Period* and Clause 52, *Redeployment and Redundancy* do not apply to casual staff members.
 - 18.1.4 **Research Contingent Continuing Employment** means staff who are employed on a research-only appointment, that is reliant on funds that are external to JCU, that are treated as continuing staff. Clause 52, *Redeployment and Redundancy* does not apply to Research Contingent Continuing staff members.
- 18.2. Modes of Employment
 - 18.2.1 **Full time employment** means hours of work that are not less than the normal weekly ordinary hours of 36.25 hours per week.
 - 18.2.2 **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.
 - 18.2.3 **Annualised hours** appointment is employment where the staff member is engaged on a continuing basis for a specific number of hours within any one year and the remuneration for that appointment is paid as agreed between JCU and the staff member.

18.3. Requirement to State Terms of Engagement

18.3.1 Upon engagement, JCU shall provide to the staff member an instrument of appointment which stipulates the category, mode, terms and primary place of employment of the appointment including:

18.3.1.1 For staff other than casual staff, the classification level and salary of the staff member on commencement of the employment, and the hours or the proportion of full-time hours to be worked;

18.3.1.2 For a fixed-term staff, the term of the employment, the length and term of any period of probation and the circumstances for the use of a fixed-term appointment;

18.3.1.3 For casual staff, the duties required, an initial estimate of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for;

18.3.1.4 For any staff member subject to probation, the length and terms of probation;

18.3.1.5 Other main conditions of employment including the identity of the work unit, recorded sources from which conditions derive, and the duties and reporting relationships to apply upon appointment.

18.3.1.6 For Annualised Hours staff, the number of hours per year and the period of engagement which will not be reduced except by mutual agreement.

For the purpose of payment of salary:

- The number of hours to be worked in a year will be averaged to a fortnightly number of hours.
- Salary will be calculated each pay period in accordance with that average.
- Accumulated recreation leave will be taken as agreed between JCU and the staff member.

18.3.1.7 An AH staff member will be paid for public holidays that fall within the period of engagement.

18.3.1.8 Where in any year an AH staff member works in excess of the number of hours in the year for which they are engaged, the payment for the additional hours will be made in the first pay period following receipt of a claim. The additional hours worked will be taken into account in the calculation of entitlements. Additional hours for Professional and Technical Staff will be paid at the applicable overtime rates.

19. FIXED TERM EMPLOYMENT

19.1. The use of “Fixed-Term” appointments will be limited to Senior Staff appointed in accordance with Schedule 3 and staff engaged in work that falls within the description of one or more of the following categories:

19.1.1 **Specified task or project** refers to a definable task that has a start date and an anticipated finish date.

- 19.1.2 **Research appointments** mean work activity by staff engaged in research only functions for a period not exceeding 5 years.
- 19.1.3 **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.
- 19.1.4 **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 recruitment process is occurring.
- 19.1.5 **Transition to retirement** refers to a fixed-term contract of employment that is entered into pre-retirement for a period of up to five (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.
- 19.1.6 **Recent professional practice** appointment can be used when the curriculum requires that work is undertaken by a person who has recent practical or commercial experience meaning in the previous 2 years, or the previous five (5) years where JCU is not the primary place of employment.
- 19.1.7 **Student employment** where an enrolled student may be appointed to a fixed-term contract of employment to work within the student's academic unit or an associated research unit of that academic unit and the work is generally related to a degree course that the student is undertaking within the academic unit, provided that:
- a) such fixed term appointment shall 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, but includes any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
 - b) that an offer of fixed term appointment under this paragraph shall not be made on the condition that the person offered the appointment continues their study.
- 19.1.8 **Unanticipated Increase in Enrolments** refers to a fixed period of not less than six (6) months and no more than 3 years from the date of the unanticipated increase in enrolments.
- 19.1.9 **Apprenticeship or traineeship** refers to employment pursuant to an apprenticeship or traineeship approved by the relevant Commonwealth or State training authority.
- 19.1.10 Academic staff members who are converted to a fixed-term appointment in accordance with this clause through the process outlined in Clause 20, *Conversion of Casual Academic Staff*.

19.2. Extension of a fixed-term contract of employment

19.2.1 Where JCU proposes to extend a fixed term position to undertake the same or similar duties, the current staff member will be offered that further fixed term appointment providing:

- the duties of the position continue as they were at the date of expiry of the fixed-term appointment; and
- the staff member was initially appointed through a merit based selection process, and
- the performance of the staff member has not been assessed as unsatisfactory.

19.3. Notice upon expiry of a fixed term appointment

19.3.1 JCU will provide 4 weeks written notice prior to the end of a fixed term appointment.

19.3.2 If a staff member is over 45 years old, and has completed at least two years of continuous service at the time of giving notice, the staff member shall be entitled to an additional one week's notice.

19.4. Redeployment and Termination Arrangements - Introduction of Significant Change

19.4.1 Where JCU proposes to introduce a significant change that will have a significant effect on fixed term staff, staff members will be consulted about such change in accordance with Clause 51, *Change Management and Consultation*.

19.4.2 Following consultation, if the contract is not required or is significantly altered by the change, JCU may:

- (a) identify opportunities for redeployment, having regard to the skills, qualifications and experience of the staff member and the operational needs of JCU;
- (b) where possible offer a staff member alternative acceptable employment under a fixed term contract for the same or greater period of the balance of the current term. In these circumstances the staff member will not be entitled to any additional payment; or
- (c) terminate the contract. In these circumstances the fixed term staff member will be entitled to payment of severance in accordance with clause 19.5.4 or the balance of the contract, whichever is greater.

19.5. Severance Pay

19.5.1 A fixed term staff member whose contract of employment is not renewed or has received notice of termination under clause 19.4.2 (c) will only be entitled to severance payment if:

- (i) The staff member is employed on a second or subsequent fixed term contract of employment relating to Clauses 19.1.1 and 19.1.2 and the same or substantially similar duties are no longer required by JCU; or
- (ii) Another person has been appointed, or is to be appointed, to the same or substantially similar duties.

- 19.5.2 Where applicable, severance payments will be made no less than 4 weeks from the expiry of the fixed term appointment, unless the staff member is advised in writing that a further appointment will be offered within six weeks of the expiry date.
- 19.5.3 The staff member will be ineligible for severance payment if JCU offers employment with the same or substantially similar duties, acceptable to the University and the staff member.
- 19.5.4 Severance payment entitlements will be calculated for a period of continuous service as follows:

Service	Severance Pay
Less than one year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
10 years or over	12 weeks *

* There is a reduction in severance pay for staff with at least 10 years continuous service as Long Service Leave becomes payable.

- 19.5.5 Severance payment will be payable at the staff member's base rate of pay for the ordinary hours of work and will **not** include:
- Loadings;
 - Allowances;
 - overtime or penalty rates; or
 - any other separately identifiable amounts.
- 19.6. Continuous service
- 19.6.1 Breaks between fixed term appointments of up to two times per year and of up to six weeks will not constitute a break in continuous service.
- 19.6.2 Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.
- 19.7. Incremental advancement
- Staff on a fixed term appointment will progress through the incremental structure in the same way as a continuing staff.

20. CASUAL EMPLOYMENT ACADEMIC STAFF

- 20.1. Circumstances where it is appropriate to engage a Casual Academic are where it is not practicable to make a fixed term appointment to fill and will be as follows:
- A short term vacancy due to the absence of a staff member on approved absence with no fixed end date – e.g. personal or carers leave; or
 - The content of the course and subject material that the appointee will teach requires current industrial or professional experience, and is not required on a regular basis; or
 - A short term appointment to assist in the completion of a specific project or task; or
 - Where custom and practice is that work has been consistently performed over at least two semesters by a casual academic who has primary employment other than with JCU and is not required on a regular basis; or
 - The work to be performed is irregular to the degree that it is not possible to predict the hours of work that may be offered from week to week or the number of weeks of engagement; or
 - There is a short term peak load for part of a semester and the time required is not known; or
 - For an appointment funded from a research grant, consultancy, or similar arrangement to buy out research or teaching time; or
 - Employment is offered to postgraduate students; or
 - Where there is an operational need caused by a natural disaster.
- 20.2. Casual academic staff may be employed up to the equivalent full time hours for a particular classification, on a non-regular basis.
- 20.3. JCU is not required to give notice to casual staff where their services are no longer required.
- 20.4. Casual academic staff will not be entitled to redundancy or severance payment.
- 20.5. Casual academic staff will be provided with the following:
- Induction training;
 - Access to secure storage as appropriate for personal and University effects;
 - Appropriate and adequate work space including rooms to hold private and confidential discussions with students when necessary;
 - Access to JCU's IT network including access to library resources, email account, intranet access, and inclusion in JCU's telephone book and web directory for a continuous period where it is anticipated that further casual work may be offered in the following study period;
 - Use of a computer terminal within JCU's premises, at a level which is proportionate to continuing staff with the same or similar duties; and
 - Protection and recognition of intellectual property and moral rights.
- 20.6. Casual Academic Duties
- 20.6.1 Casual Lecturing
- A casual academic staff member required to provide a lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, marking conducted during the hour(s) of delivery, and student consultation shall be paid at a rate for each hour of lecture delivered according to the table below.

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

Rate A Basic Lecture	Consists of 1 hour of delivery and 2 hours of associated working time. Lecture and associated teaching material already exist and the casual lecturer only requires familiarisation with the material.
Rate B Developed Lecture	Consists of 1 hour of delivery and 3 hours of associated working time. New lecture on material which is conceptually basic, existing lecture requiring considerable updating and revision.
Rate C Specialised Lecture	Consists of 1 hour of delivery and 4 hours of associated working time. New lecture on conceptually complex material.
Rate D Repeat Lecture	Consists of 1 hour of delivery and 1 hour of associated working time, provided that the hourly rate in a repeat lecture applies to a lecture in the same subject matter within a period of 7 days and any marking conducted during the hour(s) of delivery and student consultation reasonably contemporaneous with it.

20.6.2 Casual Tutoring

A casual academic staff member required to deliver or present a tutorial/ seminar/ workshop (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, marking conducted during the hour(s) of delivery and student consultation shall be paid at a rate for each hour of tutorial delivered or presented according to the table below. 'Tutorial, workshop or seminar' means any educational delivery described as such in a course or unit outline, or in an official timetable issued by JCU.

Rate E Tutorial	1 hour of delivery and 2 hours of associated working time.
Rate F Repeat Tutorial	1 hour of delivery and 1 hour of associated working time, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days and any marking conducted during the hour(s) of delivery and student consultation reasonably contemporaneous with it.
Rate G PhD/Co-ordination Tutorial	1 hour of delivery and 2 hours of associated working time, in circumstances where full subject coordination duties are included as part of normal duties or the staff member holds a relevant doctoral qualification.

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

20.6.3 Undergraduate Clinical Nurse Education

A casual academic staff member required to provide undergraduate clinical nurse education with directly associated-non contact duties in the nature of preparation, marking conducted during the hour(s) of delivery and student consultation shall be paid at a rate for each hour of clinical nurse education delivered according to below table. Undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting.

Rate L	Normal preparation required (1 hour of delivery and 1 hour of associated working time)
Rate M	Little preparation required (1 hour of delivery and 0.5 hour of associated working time)
Rate N	Normal preparation required (1 hour of delivery and 1 hour of associated working time) in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification
Rate O	Little preparation required (1 hour of delivery and 0.5 hour of associated working time) in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification

20.6.4 Casual Marking

Each academic unit will have a policy which allocates hours for the marking of student assessment by casual academic staff. Those allocations will:

- take into account the length and complexity of the various assessment items and the level of feedback required; and
- represent a fair and accurate estimate of the average time that a competent casual academic should take to perform that work to a professional standard.

Rate P	Marking as a supervising examiner or marking requiring a significant exercise of academic judgment appropriate to an academic at Level B.
Rate Q	Standard Marking.

Rate R	Standard Marking, in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.
--------	--

20.6.5 Other Required Academic Activities

Rate S	<p>Other required academic activities (Rate S) includes all other work that is required to be performed by a person, acting as or on behalf of JCU and is so performed by the staff member, being work in the nature of, but not limited to:</p> <ul style="list-style-type: none"> • the conduct of practical classes, demonstrations, student field excursions; • the conduct of clinical sessions other than clinical nurse education or those covered by Rate U; • the conduct of performance, media arts or visual art studio sessions; • musical coaching, repititeurship, musical accompanying; • development of teaching and subject materials such as the preparation of subject guides, reading lists and basic activities associated with subject coordination; • consultation with students; • supervision; • attendance at departmental and/or faculty meetings or induction sessions as required; • attendance and participation in approved training and development; • where directed to, attend at a lecture and other teaching activities; and • Oversight of and input into on-line discussions such as blogs, discussion boards, wiki's etc.
Rate T	Other required academic activities as for Rate S, in circumstances where full subject coordination duties are required as part of normal duties or the staff member holds a relevant doctoral qualification.
Rate U	Medically-qualified Demonstrators in the School of Medicine or a Clinical Demonstrator in the School of Dental Science are paid at a higher rate.

20.7. Casual Conversion

20.7.1 A casual staff member may be eligible to apply to have their employment converted to a fixed-term or continuing appointment when they have been employed on a regular and systematic basis undertaking substantially similar work in the same academic work unit and meet all of the following criteria:

- a) have taught for a minimum of an average of six hours per week over four semesters within the preceding two year period;
- b) demonstrate via previous teaching and research experience that they have appropriate expertise;
- c) have been awarded a PhD or who are within 6 months of submission of their thesis ;
- d) have evidence of research productivity within the preceding two year period;
- e) satisfy the classification descriptors for the requirements for the proposed level of appointment as per Schedule 4 and
- f) have demonstrated satisfactory performance against performance indicators during the preceding two year period.

20.7.2 Process

20.7.2.1 A casual staff member may apply in writing when she/he meets the conversion criteria described above to the Director HRM.

20.7.2.2 A staff member whose application for conversion is rejected will not be entitled to apply again within 12 months.

20.7.3 Refusal to convert

Applications for conversion will not unreasonably be refused but may be refused on reasonable grounds. Reasonable grounds may include but not be limited to one or more of the following:

- The staff member is/was recently a student, and was only engaged in the work because of their status as a student; or
- The staff member is a genuine retiree; or
- The staff member has a primary occupation within the University or elsewhere, either as an employee or as a self-employed person ; or
- The staff member does not meet the essential requirements of the position; or
- The work will not continue.

20.7.4 Determining eligibility

The Director HRM will determine

- Whether the employee is eligible for conversion
- Whether the position is to be made into a fixed term position, a continuing position, or will be discontinued.

20.7.4.1 The Director will advise the staff member either that the position is to be made fixed term or continuing or be provided with the reasons in writing as to either why the work is no longer required or why the employee is not eligible for conversion.

- 20.7.5 For the purposes of this clause, occasional and short-term work performed by the employee in another classification, job or work area (or equivalent) shall not:
- Affect the employee's eligibility for conversion; or
 - Be included in determining whether the employee meets or does not meet the eligibility requirements.
- 20.7.6 A staff member must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause. No staff member shall be disadvantaged because they made an application for conversion that was unsuccessful, or during any subsequent review period.

21. DECREASING 'TEACHING' CASUALISATION

- 21.1. The University will over the life of this agreement reduce the proportion of Real casual academic teaching FTE by 15%. This reduction may be through (but not limited to):
- Casual conversions through Clause 20.7;
 - Appointment of staff on a fixed term or continuing basis;
 - Reduction of the number of courses/subjects taught;
 - Implementing a significant change in accordance with Clause 50.3.
- 21.2. Real casual teaching academic staff, will be determined by excluding casual staff who fall within the categories defined below from the casual "Teaching only" data reported to the Commonwealth, currently via DEEWR:
- i. Students (undergraduate, postgraduate or PhD);
 - ii. Guest lecturers;
 - iii. Adjuncts;
 - iv. Student Mentors;
 - v. Staff employed for student supervision on field trips;
 - vi. Industry experts who are required to teach for accreditation purposes;
 - vii. Clinicians;
 - viii. Researchers;
 - ix. ITAS Tutors.
- 21.3. To inform the steps JCU is undertaking to meet the target of 15%, JCU will look at the percentage achieved by:
- a) The total FTE number of Real Casual teaching academics as defined by Clause 2: divided by
 - b) The total FTE number of casual, continuing and fixed term academic staff engaged in teaching minus those excluded in Clause 2 above.
- 21.4. JCU will report on this percentage as part of its report to JCC by 1 August in each year demonstrating progress towards meeting this target. Where it becomes apparent that the target is not likely to be achieved, after consultation with the JCC, the parties will then agree to a course of action that will allow the University to work towards meeting its obligations under this clause including consideration of an extension to the timeframe in which the reduction is to occur.

22. CASUAL EMPLOYMENT – PROFESSIONAL AND TECHNICAL STAFF

- 22.1. Circumstances where it is appropriate to engage casual staff are as follows:
- The work to be performed is irregular to the degree that it is not possible to predict the hours of work that may be offered from week to week or the number of weeks of engagement; or
 - Where it is not practicable to make a fixed-term appointment to fill; or
 - Due to the absence of a staff member on approved absence with no fixed end date – i.e. Personal or Carers Leave; or
 - To assist in the completion of a specific project or task; or
 - There is an urgent operational need caused by a natural disaster.
- 22.2. The minimum period of engagement for casual staff is as follows:
- 3 hours; or
 - 2 hours if the casual Professional and Technical staff member is a student who would normally be attending JCU on the day of employment; or
 - A casual may request a minimum engagement of less than 3 hours where this is suitable for both the staff member and JCU.
- 22.3. Casual staff may be employed up to the equivalent full time hours for a particular classification, on a non-regular basis.
- 22.4. The notice period for casual staff is the minimum period of engagement as per Clause 22.2 above; or one hour where the minimum period of engagement has been worked.
- 22.5. Casual staff are not entitled to a redundancy or severance payment.
- 22.6. Casual staff are entitled to apply for internally advertised positions on the same basis as other JCU staff.
- 22.7. Casual staff will have access to JCU's IT network as required for the duties that the staff member is performing, and secure storage as appropriate for personal and University effects.
- 22.8. Conversion
- 22.8.1 Long term casual staff may apply to have their employment converted to a non-casual appointment when they have been employed on a regular and systematic basis in the same or similar position in the same work area for a period of 12 months or more.
- 22.8.2 Casual staff must not be engaged and re-engaged or have their hours reduced in order to avoid any obligation under this Clause. Casual staff will not be disadvantaged because they made an application for conversion that was unsuccessful.
- 22.8.3 Application for conversion will not unreasonably be refused but may be refused on reasonable grounds. Reasonable grounds may include but not be limited to one or more of the following:
- The casual 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
 - The casual is a genuine retiree; or

- The casual has a primary occupation with JCU or elsewhere, either as a staff or as a self-employed person, or
 - The casual does not meet the essential requirements of the position.
- 22.8.4 The Director HRM will determine whether the casual is eligible for conversion and provide written advice to the casual confirming that:
- The position will become an continuing position; or
 - The position will become a fixed-term position; or
 - The position will be discontinued; or
 - The reason(s) why the casual is not eligible for conversion, if applicable.

23. STAFF DUTIES AND SUPERVISION

- 23.1. Each staff member shall perform and undertake, with due care and diligence, the key roles and responsibilities specified by JCU and consistent with the Position Description and the staff member's Performance Agreement.
- 23.2. Duties will be consistent with JCU's Classification Descriptors in Schedule 4.
- 23.3. Each staff member must be committed to maximising productivity improvements and implementing the key strategies, priorities and values set out in JCU's business plans, and be flexible in meeting reasonable workplace requirements.
- 23.4. Each staff member will be informed in writing of the name and position of their supervisor upon commencement of employment or where it is necessary to change their supervisor.
- The Supervisor will usually be one of the following:
- The head of a staff member's work unit (or delegate) for academic staff; or
 - The head of a staff member's section/team for Professional and Technical staff.
- 23.5. Where a change in line manager would remove potential conflict of interests or contribute to more harmonious relations within the work unit a staff member may request the Director HRM consider designating an alternative supervisor.
- 23.6. All staff who assume supervisory responsibilities must receive appropriate training in staff assessment techniques in accordance with the provisions of this Agreement.

24. PROFESSIONAL AND TECHNICAL STAFF LOADING FOR ACADEMIC WORK

- 24.1. A member of professional and technical staff who is performing work that is academic work that is not encompassed by the staff member's current classification may apply for a Professional and Technical Staff Loading under this Clause.
- 24.2. Applications must be made in writing to the Director HRM and will be handled in accordance with Clause 25, *Position Classification and Reclassification*. An application will consist of at least a statement by the staff member addressing the amount, level and content of academic work required of their position. It should also include an agreed position description and a statement from the line manager as to amount, level and content of academic work that are requirements of the position.
- 24.3. An application for a loading will only be assessed against the Position Classification Descriptors and the Academic Position Classification Standards in Schedule 4.

- 24.4. If an application for the loading is rejected, the reasons for the decision must be recorded and provided to the applicant and the applicant's line manager.
- 24.5. Where an application for loading is successful, with effect from the next full pay period after the date of application, the staff member will have their salary increased by the difference between their current salary and the lowest step of the relevant academic Level, multiplied by the fraction of their work committed to academic duties. This amount will increase by reference to annual increments thereafter to the highest but one (penultimate) step of that academic level. This arrangement will be capped at Academic B Level 50.
- 24.6. A staff member who receives a loading under this clause will be expected to continue to be willing to perform any of the work upon which their application for the loading relied.

25. POSITION CLASSIFICATION AND RE-CLASSIFICATION

- 25.1. All continuing professional and technical staff and fixed term professional and technical staff with appointments of greater than six (6) months will have an agreed Position Description that describes the work that they do.
- 25.2. All positions will be classified according to the Classification Descriptors specified in Schedule 4.
- 25.3. No staff member will be worse off than they would be had they been classified under the Higher Education Industry – General Staff – Award 2010.
- 25.4. JCU can determine the duties and requirements for:
- Any new or vacant position; and
 - Current position or groups of positions by agreement with existing staff member(s).
- 25.5. JCU will determine the classification level of a position consistent with the Classification Descriptors, by considering the following:
- The level of qualifications and experience required to undertake the role; and
 - The nature and complexity of the work required.
- 25.6. JCU will evaluate the classification of a position:
- Upon the creation of a new position; or
 - Where significant changes are made to an existing position; or
 - Upon request for re-classification.
- 25.7. Changes in a position may result from the duties/responsibilities having evolved over time, including Work Health and Safety duties, the inclusion of new duties or from a redistribution of duties within a work area.
- 25.8. Existing positions will be reclassified where there have been changes to the position that are deemed to be continuing in nature and may have resulted in an increase or decrease in the work level of the position.

- 25.9. A revised position description reflecting the changed duties/responsibilities should be agreed between the staff member and the line manager. The date of effect of any reclassification will be the date upon which the application for review was initiated by notice in writing using the Position Reclassification Form. In circumstances where agreement cannot be reached on a revised position description, the Head of Work Unit shall determine the duties to be contained in the position description.
- 25.10. In exceptional circumstances the Director HRM and Head of Work Unit may determine an earlier effective date of reclassification.
- 25.11. Following a reclassification determination, a staff member who substantively occupies the position may be confirmed into the position effective from the date of reclassification in circumstances where the position is reclassified upwards by one HEW level.
- 25.12. Where the position is reclassified upwards by more than one HEW level, it is deemed a new position. The incumbent of the original position cannot automatically assume the reclassified level. In this situation the incumbent will have the opportunity of a closed merit-based selection process in order to assess whether they meet the requirements of the new position.
- 25.13. Where the position is reclassified to a lower HEW level, the incumbent is entitled to:
- Salary maintenance at the previous salary level for a period of up to 6 months; and
 - Apply for other vacant positions at their previous salary level on the same basis as a redeployee; and
 - Discuss with their line manager changes to the position that might enable the maintenance of the HEW level.
- 25.14. After receiving salary maintenance for a period of 6 months, the staff member will then receive the salary applicable to the level prescribed by the reclassification.
- 25.15. If the staff member is not satisfied with the reclassification determination, they are eligible to apply for a review of the determination, within 4 weeks of receipt of the initial advice of the reclassification determination. The review will be conducted by an assessor internal to JCU (Director HRM or nominee) and will be a different staff member than the staff member who undertook the original reclassification assessment.
- 25.16. Where the staff member remains dissatisfied with the outcome of the classification following the internal review, they may, within 4 weeks of receipt of the internal review outcome, request a final assessment of the classification. The final assessment will be undertaken by a senior nominee from HRM and the staff member and/or their representative (as defined in Clause 11)..
- 25.17. If the staff member is not satisfied with the outcome of the internal review and the final assessment determination, the staff member may raise a dispute under Clause 56, *Resolution of Agreement Disputes*. The classification process as described in this clause will constitute all agreed steps for resolution in the dispute settling procedures and the matter may be referred to Fair Work Commission.
- 25.18. Should a position be reclassified as a consequence of Clause 25.17, the operative date for the reclassification shall be in accordance with Clauses 25.9 or 25.10.

26. PROBATION

- 26.1. All new continuing and fixed term staff are required to complete a probationary period as follows:

Professional and Technical staff

Continuing staff HEWL 1-5	three (3) months
Continuing staff HEWL 6-10	six (6) months
Staff employed for a fixed term of up to 12 months	three (3) months
Fixed term staff HEWL 1-5 employed for greater than 12 months	three (3) months
Fixed term staff HEWL 6-10 employed for greater than 12 months	six (6) months

Academic Staff

Continuing staff	three (3) years
Staff employed for a fixed term of up to 12 months	three (3) months
Staff employed for a fixed term of greater than 12 months	six (6) months

- 26.2. There will be no probation:
- For fixed term appointments of less than three (3) months;
 - Where a continuing staff member is seconded to another position in JCU and they have completed their initial probation;
 - Where a fixed term staff member is appointed to a second or subsequent fixed term appointment and they have completed their initial probation.
- 26.3. Where a staff member resigns their current position and is appointed to a substantively different position a period of probation will apply.
- 26.4. A probationary period may be waived with the approval of the Director HRM. Where this occurs this will be recorded in writing in the staff member's contract of employment.
- 26.5. A probationary period may be shortened with the approval of the Head of Work Unit.
- 26.6. Where the probation period is 6 months or less the process will consist of:
- A probation plan written at start of employment, including the dates for the interim and final reviews;
 - Interim Review conducted mid-way through probation period;
 - Final probation review conducted 4 weeks prior to end of probation period.
- 26.7. Where the probation period is 3 years the process will consist of:
- A probation plan written at start of employment, and then each subsequent year;
 - Annual reviews throughout the probation period; and
 - Where required Interim Reviews may be conducted throughout the probation period; and
 - Final probation review conducted 4 weeks prior to end of probation period.
- 26.8. 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. This discussion will include assistance that the line manager will provide in order to meet performance expectations.

- 26.8.1 The staff member will have an opportunity to respond to the performance issues raised.
- 26.8.2 In this situation the probationary period may be extended once for a period of:
- 3 months, where the initial probationary period was up to 6 months; and
 - 6 months for a probationary period of 3 years.
- 26.9. JCU will determine, prior to the conclusion of a probationary period, whether the staff member's employment will be confirmed or whether the employment will be terminated. The staff member will be notified in writing of the decision.

27. REMUNERATION

- 27.1. This Agreement provides for a 12% increase over the life of the Agreement as follows:
- 3% on 1 June 2013; and
 - 3% on 1 June 2014; and
 - 3% on 1 June 2015; and
 - 3% on 1 June 2016.
- 27.2. The salary rates for JCU staff are detailed in Schedule 1.

28. SALARY

28.1. Salary on commencement

Where a staff member is appointed to a position, salary will be paid at the minimum point of the salary scale applicable to the classification of the job.

Where a staff member moves to a new role at the same level, they will be paid at least the same point of their current salary scale.

The Head of work unit may authorise payment of salary above the minimum point based on factors including the experience, qualifications and skills of the new staff member.

At the discretion of the Head of work unit, a person moving to JCU whose salary in their previous position exceeds the current maximum of the relevant classification level in this Agreement, may be maintained on their current salary until such time as their salary is surpassed by JCU pay increases.

28.2. Salary advancement

Salary advancement within classification levels will occur in accordance with Clause 41, *Performance Management Framework*.

28.3. Salary Maintenance on Redeployment

Where a staff member agrees to be redeployed to a position with a lower classification, salary maintenance of twenty-six (26) weeks will be paid at the pre-transfer salary rate in accordance with Clause 52, *Redeployment and Redundancy*.

28.4. Voluntary reduction in level

Where a staff member requests to be assigned duties at a lower level the staff member will be paid the salary rate applicable to the lower level with consideration given to the appropriate salary step.

28.5. Salary on promotion

Where a staff member is promoted, salary will be at least the minimum step of the salary scale applicable to the higher position. However, the Head of Work Unit may authorise payment of salary on promotion above the minimum point based on factors including the experience, qualifications and skills of the staff member.

28.6. Supported wage system for people with disabilities

28.6.1 A staff member to whom this Clause applies, will be paid in accordance with the Supported System for Staff with Disabilities Policy.

29. LOADINGS AND ALLOWANCES

29.1. Loadings and allowances will be paid to eligible staff in accordance with Schedule 2.

29.2. Indexation of Allowances in Table 1

The following allowances will be paid at the rate shown in Table 1 from the date this Agreement takes effect and indexed in accordance with salary increases contained in this Agreement.

- On Call Allowance;
- ITR After Hours Mobile Phone Contact Allowance;
- First Aid;
- Chief Fire Warden;
- Health and Safety Representative Allowance (Volunteers);
- Tool Allowance;
- Extreme and/or Unpleasant Conditions Allowance;
- Sanitary Allowance;
- Camping Allowance;
- Furniture Handling Allowance

29.3. Clinical Loadings for Staff within the School of Medicine and Dentistry and School of Veterinary and Biomedical Sciences

A clinical loading will be payable to academic staff who are required by JCU to be clinically active and are qualified medical, dental and veterinary practitioners as required by the appropriate jurisdiction in Australia or Queensland. The amount payable shall be determined by the Head of Work Unit and shall be no less than provided in Schedule 2.

Those staff who were receiving a Clinical Loading under the James Cook University Enterprise Agreement 2010 will continue to receive the loading payable under that agreement.

Clinical staff receiving a personal loading at the time of the certification of this Agreement will have that loading replaced by a clinical loading as set out in Schedule 2, provided that the clinical loading is equal to or greater than the personal loading they were previously receiving.

Clinical staff employed after the date of certification of this Agreement will be eligible to receive one of the clinical loadings in Schedule 2.

30. HOURS OF WORK FOR PROFESSIONAL AND TECHNICAL STAFF

30.1. Principles

30.1.1 The following principles will apply to the allocation of work:

- JCU will as far as possible ensure staff are allocated workloads that can reasonably be undertaken within their ordinary hours of work to ensure a healthy work / life balance.
- line managers may require a staff member to work reasonable overtime with reasonable notice in accordance with Clause 31, *Overtime and toil – professional and technical staff*.
- Concerns regarding workload or balance of duties should be raised through Clause 53, *Resolving Workplace Grievances and Complaints*.

30.2. Ordinary Hours of Work

Category of staff member	Span of Hours	Pattern of Ordinary Hours
Full-time staff <i>(unless specified below)</i>	6.00 am – 6.00 pm Monday - 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.
Part-time staff	6.00 am - 6.00 pm Monday - Friday	Ordinary hours as agreed between the staff member and line manager. Ordinary hours may be varied by mutual agreement between staff member and line manager.
Computer and Library Information Services Staff where sub-clause 30.3 below applies <i>(Where 30.3 does not apply, the span and pattern are the same as for other full-time and part-time staff).</i>	Open Span of Hours Sunday to Sunday	Ordinary hours not to exceed 7 ¼ in a 24 hour period or 145 hours in four consecutive weeks. Ordinary working hours to be worked continuously, excluding meal breaks, on any day and on five consecutive days in any week. By mutual agreement between a staff member and line manager, a staff member may work more than five consecutive days and other than 7 ¼ hours in any day but in any case not more than 20 days in any four week period.
Security staff	Open Span Monday - Sunday	Ordinary hours not to exceed 8 in any day or 145 in any 4 consecutive weeks except by mutual agreement between a staff member and line manager.

Category of staff member	Span of Hours	Pattern of Ordinary Hours
Staff in Laboratory Support	6.00 am – 9.00 pm Monday - Friday	Ordinary hours not to exceed 7 ¼ hours in any day or 36 ¼ hours in any week. Ordinary hours worked after 6.00 pm will be paid at a 20% penalty rate. The frequency and pattern of working hours will be set in consultation between the Laboratory Manager and the staff member.
Research Support staff	6.00 am – 6.00 pm Monday – Friday <i>(except where operational requirements result in duty outside this span)</i>	Ordinary hours not to exceed 145 in four consecutive weeks.

Note: span of hours specifies the range within any day and within the week within which the ordinary time hours can be worked. All work which is required to be performed outside the span of hours is classed as overtime.

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.

30.3. Computer and Library and Information Services Staff on Annualised Hours and Casual Appointments

This sub-clause applies to Library and Computing staff on annualised hours and to Library casuels to enable the opening of libraries and maintenance of computing services at weekends and evenings. Ordinary hours may not exceed 7 ¼ in any 24 hour period or 145 hours in four consecutive weeks.

Ordinary working hours to be worked continuously, excluding meal breaks, on any day and on five consecutive days in any week. By mutual agreement between a staff member and a line manager a staff member may work more than five consecutive days and other than 7 ¼ hours in any day but in any case not more than 20 days in a four week period.

- For work performed before 6.00 am or after 6.00 pm Monday to Friday inclusive of 20 per cent loading.
- For work performed on Saturdays - 40 per cent more than the ordinary rate of pay plus meal allowance.
- For work performed on Sundays - 60 per cent more than the ordinary rate of pay plus meal allowance
- For work performed on a public holiday - 150 per cent in addition to the ordinary rate of pay plus meal allowance, unless equivalent time off in lieu is granted and taken.
- The aforementioned shift duty payments shall not be taken into account when payment for overtime, recreation leave, sick leave and long service leave are computed.

30.4. Variation to the Ordinary Hours

Ordinary hours may be varied for a work area by agreement between JCU and the majority of staff in a work area. Variations will be within the span of hours detailed above provided that any such variation does not result in ordinary hours exceeding ten (10) hours per day. Staff may be assisted in accordance with Clause 11, *Staff Support and Representation* in these discussions.

Flexible working hours arrangements will not be unreasonably withheld. Reasons will be provided to staff where a request cannot be accommodated. JCU will provide a report annually to the JCC detailing such arrangements.

A staff member may request to work outside the ordinary span of hours prescribed in Clause 30.2, *Ordinary Hours of Work* as ordinary hours and paid at ordinary rates where mutually agreed between the line manager and the staff member.

30.5. Meal Breaks

Staff are entitled to an unpaid meal break between the 4th and 6th hour of work. The meal break must be of at least 30 minute duration and would not normally extend for more than one hour.

If a staff member is required to work through their meal break, payment should be at the rate of double time until a paid meal break is taken or until the staff member finishes work for the day.

30.6. Rest Pauses

All staff are entitled to morning and afternoon rest pauses each of ten (10) minutes duration. These shall be taken under local work area arrangements, and will count as time worked.

30.7. Hours worked on Field Trips - Professional and Technical staff

Field work activities relate to teaching and research that is undertaken at locations which are not registered as University workplaces. However, the field work location is recognised as a workplace under the Work Health and Safety Act 2011.

30.7.1 Field work commences at the time of departure from the University and concludes at the time of return to JCU or other place agreed between the staff member and line manager.

30.7.2 Ordinary working hours will not exceed 72 ½ hours duty time in a 14 day working period or 36 ¼ hours duty time in a 7 day period.

30.7.3 For the purposes of calculating pro rata working days, a day is defined as 7 ¼ hours.

30.7.4 Where a public holiday/s occurs during field work, an additional day/s in lieu will be given.

30.7.5 Days in lieu of weekends and public holidays worked whilst on field work will be taken within 2 weeks of return to work or be paid out at overtime rates. TOIL may be deferred by mutual agreement and taken within 4 weeks of return from field work.

30.7.6 TOIL accrued during the field trip, should be taken within 2 weeks of return to work or paid out at overtime rates. TOIL may be deferred by mutual agreement and taken within 4 weeks of return from field work.

30.7.7 Where the field work will exceed 14 days, a paid rest day will be allowed in the field. Further rest days will be granted after each subsequent 14 day period.

31. OVERTIME AND TOIL – PROFESSIONAL AND TECHNICAL STAFF

31.1. Eligibility

JCU can require a staff member to work reasonable overtime with reasonable notice at overtime rates.

31.1.1 This clause applies to all full-time, part-time and casual Professional and Technical staff classified as HEWL 1-9.

31.1.2 Staff classified as HEWL 1- 7 may choose to either receive payment or to take time off in lieu for overtime worked calculated at the overtime rate. Payment of any time remaining may be paid out at the salary rate applicable.

31.1.3 Staff classified as HEWL 8 or HEWL 9 may only take time off in lieu calculated at the overtime rate, but where the line manager has not provided the opportunity to take the time off in lieu, overtime payment will be made.

31.1.4 Overtime only occurs where work cannot reasonably be performed during ordinary hours.

31.2. Approval of Overtime

All staff required to work overtime can only do so with the prior approval of their line manager and, where practicable, should be given twenty-four hours' notice of the requirement to work overtime.

31.3. When Overtime Occurs

Overtime is work performed outside of the normal span of hours and outside the pattern of ordinary hours and, unless prescribed otherwise in sub-clause Clause 30.2, *Ordinary Hours of Work*, is:

- a) Hours in excess of 7 ¼ hours in any day unless part of agreed flexible hours; and/or
- b) Hours in excess of 36 ¼ hours in any week.

31.3.1 For part-time staff, overtime is any period worked outside the ordinary hours of work as agreed between the staff and line manager as detailed in sub-clause 30.2, *Ordinary Hours of Work* of this Agreement.

31.3.2 Casual staff who work outside the span of hours or in excess of 7 ¼ hours in any one day shall be entitled to overtime.

31.4. Where a system of flexible working hours operates under Clause 33, *Individual Flexibility Agreement*, the ordinary hours of work and the usual commencing and ceasing times shall be those agreed by the line manager and staff member concerned. Staff may be assisted by a representative in these discussions. JCU will provide a report annually to the JCC detailing such arrangements.

31.5. Overtime Rates

With the exceptions noted below all overtime will be paid as follows:

Monday to Saturday	time and a half (150% of the ordinary rate of pay) for the first three (3) hours after which double time (200% of the ordinary rate of pay)
Sunday	double time (200% of the ordinary rate of pay)
Public Holidays	double time and a half (250% of the ordinary rate of pay)

The exceptions are:

- Carpenters, plumbers, builders labourers, electricians, and refrigeration mechanics are to be paid overtime Monday to Saturday at the rate of time and a half for the first two (2) hours, after which double time shall be paid.
- Shift workers whose roster provides more than one shift per day are to be paid overtime Monday to Saturday at double time.

Where a staff member works on a public holiday, outside the ordinary starting and ceasing times prescribed by this Agreement for that day of the week, or in the case of a staff working flexible working hours, in excess of 7 ¼ hours, that time worked shall be paid for at double the overtime rate prescribed by the Agreement for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

31.6. Minimum Recall and Required Work on Public Holidays

Where a staff member is recalled to duty outside their ordinary working hours, they shall be paid a minimum payment of four hours at the prescribed overtime rate. Staff required to work on a public holiday will be paid for a minimum of 4 hours worked time.

31.7. Minimum Break Following Overtime

- 31.7.1 Where overtime is worked a staff member should be allowed at least ten consecutive hours off duty prior to the commencement of ordinary working hours on the next day.
- 31.7.2 Where a shift worker rotates from one shift to another as part of a normal shift change or where another shift worker does not report for duty, and there has been no overtime worked, the staff member should be allowed at least eight consecutive hours off duty prior to the commencement of the next ordinary shift.
- 31.7.3 Where there is insufficient time between the completion of overtime or shift rotation and the commencement of ordinary hours to allow the required break stated in 31.7.1 and 31.7.2 above, staff may be absent during ordinary hours without loss of pay until they have had the required break from duty.
- 31.7.4 Where a staff member is instructed by their supervisor to resume duty or continue working without having the required break as stated in 31.7.1 above, they shall be paid at the rate of double the prevailing rate until being released from duty.

32. SHIFT WORK

Shift work may be used in order to provide services on a regular basis outside normal hours. Shift work may be either on a continuous basis (24 hours, seven days a week), or be used to cover particular periods of the day and particular days of the week. Shift work will continue to be used in security and areas of computing and the library where it was used at the date of commencement of this Agreement, and may be introduced to other areas by agreement with the staff members and the relevant Union(s).

32.1. Shift Rosters

Shift workers' ordinary hours will be worked in accordance with a roster compiled after consultation has taken place between the line manager and staff member/s.

- Staff will be notified at least 7 days in advance of the roster.
- JCU shall provide a minimum of 48 hours' notice prior to any change in the roster.
- JCU shall provide a minimum of 4 weeks' notice of changes to the structure of the roster.
- Staff members, or where they have so chosen their representatives, will be consulted when new rosters and changes to established rosters are to be introduced.

32.2. Shift Rosters Arrangements

- Staff may be rostered in shifts as follows:
- Day Shift – commences at or after 6.00 am and finishes at or before 6.00 pm.
- Afternoon Shift – finishes after 6.00 pm and at or before midnight.
- Night Shift - finishes after midnight.

All shift rosters shall specify the commencing and finishing time of ordinary hours of work of each staff member.

Staff will be entitled to a minimum 10 hours break between rostered shifts. The period may be reduced:

- Where staff are required to work overtime.
- For the purpose of changing shifts or shift rosters.
- Because of the failure of another staff member to report for duty.
- Where the shift is worked by arrangements between staff.

32.3. 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.

32.4. 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 JCU and the staff member.

32.5. Shift Allowances

Afternoon and night shift will attract a penalty rate of 15%.

A staff member required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

- An additional payment of 50% for all hours worked between midnight Friday and midnight Sunday.
- An additional payment of 150% for all hours worked on a public holiday.

The penalty rates within this clause and in the overtime clause 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.

By agreement with the supervisor, shift workers may take some or all of the shift allowances as time in lieu.

33. INDIVIDUAL FLEXIBILITY AGREEMENTS

33.1. JCU and individual staff may agree to vary the terms of this Enterprise Agreement to make an individual flexibility agreement about when work is performed, provided:

33.1.1 the agreement meets the genuine needs of JCU and staff member; and

33.1.2 the agreement is genuinely agreed to by the staff member and the line manager; and

33.1.3 the agreement is documented and forwarded to the Director, HRM.

33.2. The Director, HRM, or nominee must ensure that the terms of the individual flexibility agreement:

33.2.1 are about when work is performed and that this is a permitted matter under section 172 of the Fair Work Act 2009; and

33.2.2 meet the genuine needs of the staff member and JCU; and

33.2.3 are not unlawful terms under section 194 of the Fair Work Act 2009; and

33.2.4 result in the staff member being better off overall than the staff member would be if no arrangement was made.

33.3. The Director, HRM, or nominee must ensure that the individual flexibility agreement:

33.3.1 is in writing; and

33.3.2 includes the name of the employer and staff member; and

33.3.3 is signed by the line manager and staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and

33.3.4 includes details about when work is to be performed; and

33.3.5 states the day on which the arrangement commences, and where applicable, when the arrangement ceases.

33.4. JCU must give the staff member a copy of the individual flexibility agreement within 14 days after it is agreed to.

33.5. JCU or staff member may terminate the individual flexibility agreement:

33.5.1 by giving no less than 28 days written notice to the other party to the arrangement; or

33.5.2 At any time if JCU and staff member agree in writing.

34. ACADEMIC WORKLOAD ALLOCATION FRAMEWORK

34.1. Principles

These principles create a framework for the allocation of academic work that recognises:

- Academic work allocation will be reasonable taking into account all components of academic work and disciplinary differences;
- The allocation and recognition of academic work should support the Strategic Intent and direction of JCU and career aspirations of academic staff;
- The allocation of academic work should reflect a multiplicity of career trajectories for academic staff, and the emphasis between different components of academic work for an individual may change over time;
- Career development depends on the opportunity to participate in all forms of academic activity appropriate to the type and level of appointment;
- The assessment of staff performance for performance review and promotion will reflect the work allocated to staff.

34.2. University Commitments

- A transparent process of work allocation that recognises required areas of academic work;
- A fair and reasonable level and equitable allocation of work that recognises the diversity of JCU;
- Academics will be consulted about their workload allocation and have access to a process to address any unresolved grievances or concerns about work load allocations.

34.3. Workload Allocation Principles

- An academic staff member's work may encompass varying components of teaching, research, leadership and service and engagement activities;
- The duties allocated to staff will be appropriate to their stage of development as members of the academic community;
- The annual workload allocation will include provision for the staff member to take 25 days annual leave and 10 days public holidays;
- Workload allocation will be adjusted to take into account approved absences, secondments and SSP;
- Workload allocation covers the full calendar year, not just teaching periods;
- Workload allocation is flexible in order to accommodate the changing University demands and priorities;
- JCU will enable an Early Career Teaching and Research Academic or a Teaching and Research Academic to have a sustained period or periods of scholarly or other activity without teaching timetabled classes in total of not less than 12 weeks in any one year, in addition to opportunities to take annual leave.

34.4. Workload Models

34.4.1 The basis for calculation of the annualised academic workload is 36.25 hours per week multiplied 52.178571 weeks in a year. In any calendar year an academic staff member is entitled to the following leave to achieve work-life flexibility and to support the health and wellbeing of staff through taking a break from work:

- Annual Leave: 25 days (180 hours)
- Public Holidays: 10 days (72 hours)

This results in a figure of 1638 hours per academic staff member per annum of academic staff availability to be managed thorough work allocation consistent with this clause.

34.4.2 The workload model will be aligned with the Work Unit's strategic priorities and plans, and will take into account emerging global and national trends in higher education pedagogy, technology and alternative Teaching Delivery modes.

34.4.3 Each academic staff member will normally be covered by one academic workload model. This model may be determined at work unit level.

34.4.4 Fractional appointments across different work units and secondments may have different workload models applied to different fractions of their appointment.

34.4.5 The allocation of hours will represent a fair and accurate estimate of the average time that a relevant competent staff member should take to perform that work to a professional standard. The basis for the model will be available to staff.

34.4.6 The model will have effect from 1 January 2014 and shall be binding as if it were a term of this Agreement.

34.4.7 The model will be developed in consultation with the staff whose workload will be allocated by the model.

34.5. Workload Profiles

34.5.1 Each academic will have a work profile that determines their work allocation based on a workload model.

- For academic staff employed at the certification of this Agreement, their work profile will be that of a Teaching and Research Academic unless specified in their contract of employment.
- Re-designation of the work profile of an Academic Staff member will only occur by agreement, and with the approval of the Head of Work Unit. Subject to the provisions of this clause, a staff member may agree, for a specified period, to change work profiles.

34.5.2 Academic staff will have one of the following profiles:

Work Profile table

For the purpose of this Clause the following definition(s) will apply:

Teaching and Research Academic: A staff member whose normal work profile is balanced between teaching, research and service and engagement.

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.

Teaching Specialist: A teaching academic whose research/scholarship would normally be related to their teaching practice.

Research Focused: A research staff member who may also supervise research students and undertake some teaching in their discipline area.

Teaching Only Partners: A specialist whose primary employment is not at JCU.

Research Only Partner: A research academic whose primary employment is not at JCU.

Clinician/Studio/Laboratory Supervision Academic

An academic 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.

A Clinician/Studio/Laboratory Supervision Academic may only be directed to teach in the number of subjects which allows for a fair and manageable amount of preparation and associated work time. Their workload will include the following:

- Teaching in clinical environments, laboratories and practice studios on JCU campuses or teaching sites;
- 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 Laboratory Supervision Academics must not exceed 10 hours plus meal breaks.

The hours of work for Laboratory Supervision Academics must not exceed 45 hours in any single week nor more than 145 hours in any 4-week period.

Laboratory Supervision Academics must receive a minimum of four full days off per fortnight.

	Learning and Teaching	Research / Scholarship	Leadership and Service	Engagement
Teaching & Research Academic	Up to 50% Max 300 contact hours	20 to 60%	Up to 20%	Up to 20%
Early Career Teaching & Research Academic	Up to 40% Max 260 contact hours	30 to 60%	Up to 20%	Up to 20%
Teaching Specialist	Up to 70% Max 500 contact hours	10 to 20%	Up to 20%	Up to 20%
Research Focused	Up to 20%	Up to 80%	Up to 20%	Up to 20%
Teaching only Partners	Up to 100%	Up to 20%	Up to 20%	Up to 20%
Research Only Partner	Up to 20%	Up to 100%	Up to 20%	Up to 20%

- 34.5.3 HDR supervision will normally be considered a Learning and Teaching activity. However an academic who decides that their HDR supervision contributes significantly to their research load may agree with their line manager to count part of that load as research.
- 34.5.4 Special arrangements may be agreed to adjust workload allocations where an academic has been seconded to a special project or academic leadership role.
- 34.5.5 A staff member may only be directed to develop 2 subjects not previously offered by JCU in any given year. However a staff member and their line manager may agree that a staff member can develop additional subjects new to JCU as part of their teaching allocation or as a special project.
- 34.5.6 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.
- 34.5.7 A Teaching and Research academic returning from an extended period of parental leave will have a maximum of 260 contact hours for the first year after returning to work.

34.6. Academic Work

The following work and activities will be included when determining the allocation of academic workloads:

34.6.1 Contact Hours

Contact hours include:

- Lectures and Lectorials;
- Tutorial classes;
- Seminars;
- Workshops and practical classes;
- Supervision of field-work and professional placement;
- Professional assessment.

34.6.2 Contact hours including tutorials, for teaching through flexible delivery, block mode or professional programs taught will be at least the same as for an equivalent subject taught through face-to-face methods. Where contact is delivered through online delivery, and the delivery is via recorded medium, contact hours will be counted for the development of the recording and not the delivery to students.

34.6.3 Higher Degree Research Supervision is allocated at the rate of 42 contact hours per annum per advisory team. The allocation is divided among the team based on the percentage of supervision load each advisor undertakes. The primary advisor load should normally be at least 60% (i.e. 25 contact hours) but may be 50%. For the purpose of this calculation, an advisory team should consist of at least two and no more than 4 advisors. Honours students and coursework postgraduate students with a significant research project count as a fraction equivalent to the proportion of their assessment devoted to the project.

34.6.4 Learning and Teaching – related duties include, but are not limited to:

- Preparation or revision of teaching materials including for various modes of delivery;
- Subject development, including in a new mode of delivery and adaption where the subject is new to the staff member;
- Teaching taking into account the number of enrolled students, mode of delivery, work-integrated learning, clinical components or laboratory classes.
- Travel associated with teaching (up to a maximum of 7 hours per day);
- Co-ordination of subjects, or courses or the first year experience;
- Supervision and support of teaching staff, including casual and sessional staff;
- Supervision of honours year, research students and undergraduate students undertaking research projects or fieldwork;
- Preparing, marking and moderation of student assessment, including thesis revision;
- Student consultation;
- Organisation and supervision of student placements;
- Organisation, preparation and supervision of fieldwork for teaching, including work needed to gain or retain any qualifications required;
- Clinical supervision and related duties;
- Agreed or mandated further study; and
- Any other duties not listed above which are manifestly teaching-related duties.

34.6.5 **Research/Scholarship** – factors to be considered include, but are not limited to:

- Writing HERDC publications;
- Improving research impact;
- Developing grant applications;
- Writing and delivering conference papers and posters;
- Creating and delivery of exhibitions and performances of creative work;
- Reading required to retain currency in the discipline;
- Tendering for and undertaking research consultancies;
- Laboratory, travel and field work associated with research;
- Administration associated with research;
- Research income
- Reviewing for scholarly journals and books;
- Editing scholarly journals and on-line forums;
- Organising scholarly conferences for JCU.

34.6.6 **Leadership and Service** - Academics are required to contribute to the operation of their work unit, which may include, but is not limited to:

- Attendance and engagement at work unit meetings and University committee meetings;
- Participation in University activities including but not limited to graduation ceremonies and open days;
- Leadership of major committees and working groups and/or coordination of academic programs;
- Administrative duties as negotiated with the head of work unit (or delegate);
- Organising scholarly conferences other than for JCU;
- Support, development and mentoring staff as appropriate.

34.6.7 **Engagement** – external focus related to teaching and research activities may include, but is not limited to:

- Involvement in the relevant business, professional and community organisations including indigenous communities;
- Engagement in public debate;
- Involvement in student related activities;
- Invited plenary presentations.

34.7. Transitional arrangements

It is recognised that at the date of commencement of this Agreement, the 2013 workload allocations for academic staff will have been developed according to the provisions of Clause 21 of the James Cook University Enterprise Agreement 2010 (the 2010 Agreement).

From the date of commencement of this Agreement the annual workload allocations made in accordance with the 2010 Agreement will continue to apply until 31 December 2013.

34.8. Workload Allocation Review

Where one or more academic staff members consider their workload allocation may be excessive, a first attempt to resolve the matter should be through discussion with the Head of Work Unit.

If a satisfactory resolution cannot be reached, the academic/s may refer the matter to the next level of management for review.

The academic/s may be accompanied by their chosen representative (as defined in Clause 11) in these discussions.

If such discussions do not resolve matters, the academic staff member/s may request a final review. A final review will be undertaken by a senior nominee from HRM and the staff member and/or their representative (as defined in Clause 11). If the staff member is not satisfied with the outcome of the final review determination, the staff member may raise a dispute under Clause 56, *Resolution of Agreement Disputes*. The workload allocation review process as described in this clause will constitute all agreed steps for resolution in the dispute settling procedures and the matter may be referred to the Fair Work Commission.

34.9. Academic availability

Staff working off campus must advise their work unit and regularly check and respond to University phone messages and emails. It is expected that staff will be available on campus for scheduled work meetings and for interaction and consultation with colleagues.

Students can expect to have reasonable access to academic staff involved in the course in which they are enrolled. Academics must be available to students for consultation at specified times during teaching, study and examination periods.

35. EMPLOYER'S CONTRIBUTION OF SUPERANNUATION

35.1. JCU will make compulsory employer contributions as required by the applicable legislation and fund requirements to the following schemes:

- UniSuper Defined Benefits Plan
- UniSuper Accumulation 1 Plan
- UniSuper Accumulation 2 Plan
- Q Super Defined Benefits Plan (Existing members only)
- Q Super Accumulation Plan (Existing members only)
- Q Super (State Plan) (Existing members only)

35.2. Employer contributions to UniSuper will be paid at the following rates:

Employment Status	UniSuper Employer Contribution
Continuing and Fixed Term Staff employed for a period of 2 years and over	17% inclusive of Government Superannuation Guarantee (GSG) amount
Fixed Term Staff with a contract of employment for less than 2 years	Government Superannuation Guarantee (GSG) amount
Casual staff member	Government Superannuation Guarantee (GSG) amount

35.3. Staff on fixed term appointments will be entitled to an employer contribution of 17% to UniSuper from commencement of the contract of employment that will extend their total service to 2 years or more.

35.4. For new staff, who are members of the Q-Super Scheme, JCU will make employer superannuation contributions in accordance with the relevant employer contribution levels provided the staff member is eligible to have employer superannuation contributions made on their behalf to Q-Super and elects to do so.

35.5. Employer Superannuation contributions will not be paid on behalf of staff during periods of unpaid leave that does not count as service, unless required under legislation.

35.6. Staff and employer contributions will be paid through fortnightly electronic funds transfer using a file generated by JCU's payroll system.

36. SALARY SACRIFICE ARRANGEMENTS

36.1. A staff member, other than a casual staff member may access salary sacrifice arrangements to the extent possible under legislation from a list of items and conditions in JCU's Salary Packaging Policy.

37. NOTICE PERIOD

37.1. Notice period by staff member

37.1.1 Resignation or Retirement

A staff member (excluding casual staff) may resign or retire from JCU by giving the amount of written notice specified below or such period of notice as may be specified in the staff member's contract of employment.

	Period of Appointment	Notice Period
Academic Staff	Up to 1 year	6 weeks or at the end of current teaching commitments whichever is the longer.
	Over 1 year	6 months or at the end of current teaching/research commitments whichever is the shorter.
Research Contingent Continuing Staff	Over 1 year	8 weeks
ECDF on second fixed term appointment	On second fixed term appointment	12 weeks
Professional and Technical Staff		4 weeks

37.1.2 If the required notice is not given, an amount in lieu of the notice period not worked may be deducted from any final monies owing.

37.1.3 The Head of Work Unit may consent to a shorter period of notice on a case by case basis.

37.2. Notice Period by JCU

37.2.1 Termination of employment may only occur in accordance with this Agreement. Unless specified elsewhere in this Agreement, the staff member will be given the period of notice as follows:

	Period of Appointment	Notice Period
Academic Staff	Up to 1 year	6 weeks
	Over 1 year	6 months
Research Contingent Staff	Over 1 year or continuing	8 weeks
ECDF on second fixed term appointment	On second fixed term appointment	12 weeks
Professional and Technical Staff		4 weeks

- 37.2.2 JCU may provide payment to the staff member, equivalent to the notice period, in lieu of the requirement to work the notice period. Payment in lieu of notice will be calculated on the staff member's full rate of pay (including allowances and loadings) at the date of ceasing employment.
- 37.2.3 Where a Professional and Technical staff member is over 45 years of age and has completed at least 2 years continuous service an additional period of notice of 1 week shall be granted.

38. MANAGING ILL-HEALTH AND INJURY

- 38.1. JCU is committed to encouraging and assisting ill and injured staff to return to work. The University recognises that where a staff member is permanently unfit or incapable to undertake the inherent requirements of their position (fitness for duty), their employment may be terminated.
- 38.2. JCU will not dismiss staff because of temporary absence from work as a result of personal illness or injury, when they are in receipt of paid personal and carers leave, or workers compensation payments within 12 months from date injury/illness was sustained.
- 38.3. Staff will be required to undertake a medical examination to assess their fitness for duty when:
 - 38.3.1 Their absence extends for more than 3 months; or
 - 38.3.2 Their total absences within a 12 month period, are in excess of three (3) months (whether based on a single illness or injury or separate illnesses or injuries); and
 - 38.3.3 They have exhausted their paid personal/carer's leave accrual; or
 - 38.3.4 They have been in receipt of Workers Compensation payments for a period in excess of 12 months.
- 38.4. Where a staff member is required to attend a medical examination, Human Resources Management will ensure:
 - 38.4.1 Staff are given not less than 4 weeks' notice that a medical examination is required; and
 - 38.4.2 The examination is undertaken by a qualified medical practitioner and the cost of the examination will be paid for by JCU; and
 - 38.4.3 All expenses incurred by the staff member in attending the medical examination are be met by JCU; and
 - 38.4.4 A copy of the medical report is forwarded from the medical practitioner to the staff member and the Director HRM.
- 38.5. Where a staff member applies to their superannuation fund for a temporary incapacity benefit or total and permanent disability benefit the requirement for a medical examination in accordance with this clause will lapse until the staff member is deemed fit to return to work.

- 38.6. JCU may determine to terminate a staff member's employment on the grounds of ill health or injury where the medical practitioner's report confirms the staff member:
- 38.6.1 Has a permanent medical condition which prevents them from performing the inherent requirements of their position; or
- 38.6.2 Will be unable to perform the inherent requirements of their position within a twelve (12) month period or the balance of the term of their contract of employment, whichever is the lesser.
- 38.7. The staff member, or a person acting on the staff member's behalf, may request that the findings of the medical examination be confirmed by a panel of Medical Practitioners.
- 38.7.1 Such a request must be received in writing by the Director HRM within 14 days of the report being made available to the staff member.
- 38.7.2 If such a request is received JCU will not terminate the employment of the staff member until the findings of the report are confirmed by a panel consisting three Medical Practitioners:
- one appointed by JCU;
 - one appointed by the staff member or by a person acting on the staff member's behalf; and
 - one appointed by the President of the State branch of the Australian Medical Association.
- 38.7.3 The Panel will not include the Medical Practitioner who made the initial report.
- 38.8. When it is proposed to terminate a staff member's employment on the grounds of ill health or injury as a result of the medical practitioner's report, JCU will provide written advice to the affected staff member, who will be given 20 working days from the date the registered letter is sent to respond to the notification and may:
- 38.8.1 Elect to resign before their employment is terminated, provided the resignation takes effect within one month of receiving the notification; or
- 38.8.2 Apply to their superannuation fund for a temporary incapacity benefit or total and permanent disability.
- 38.9. The staff member's response will be considered by JCU and the Vice-Chancellor will make a final determination in relation to proposed termination of employment.
- 38.10. Where it is determined that the staff member's employment will be terminated on the grounds of ill health or injury, written notice will be given in accordance with Clause 37, *Notice Period*.
- 38.11. JCU may consider the failure of a staff member to undertake a medical examination that they were directed to attend, without reasonable cause, as prima facie evidence that such a medical examination would have found the staff member:
- 38.11.1 Has a permanent medical condition which prevents them from performing the inherent requirements of their position; or
- 38.11.2 Will be unable to perform the inherent requirements of their position within a twelve (12) month period or the balance of the term of their contract of employment, whichever is the lesser;
- and may act in accordance with Clause 38.8.

- 38.12. At any time following commencement of the fitness for duty review process, the affected staff member may apply to their superannuation fund for a temporary incapacity benefit or total and permanent disability, if eligible. The JCU fitness for duty review process will continue in accordance with Clause 38.4.
- 38.13. A staff member who is in receipt of Workers Compensation payments will not have their employment terminated for a period of 12 months from when the illness or injury was sustained.
- 38.14. A staff member who is in receipt of Workers Compensation payments may be given notice after twelve (12) months from the date of injury that a medical examination to assess their fitness for duty is required in accordance with Clause 38.4.
- 38.15. These provisions will not displace or override any existing Workers Compensation Schemes whether State or Federal, or the provisions contained in any Workers Compensation legislation that may be enacted.
- 38.16. A staff member that resigns due to ill health will be entitled to pro rata long service leave after five years of continuous service.

39. ABANDONMENT OF EMPLOYMENT

Where a staff member has been absent from duty for a continuous period of 5 working days without approval or advice to their line manager or other authorised person, the following will apply:

- 39.1. JCU will make reasonable attempts to contact the staff member (including sending a registered letter), using their most currently available contact details, requiring the staff member to provide an explanation for the absence.
- 39.2. The staff member will be deemed to be on unauthorised leave without pay for the period of the absence. If the line manager considers there was reasonable cause for the absence, the staff member may apply for an appropriate form of leave to cover the absence.
- 39.3. If the staff member establishes to the satisfaction of the line manager that there was a reasonable cause for their absence and they were on duty during the absence, their salary will be reinstated and they will be back paid for the period of absence.
- 39.4. If the staff member does not establish to the satisfaction of the line manager that there was a reasonable cause for their absence, they may apply for an appropriate form of leave to cover the absence, including leave without pay if applicable.
- 39.5. If the staff member does not establish to the satisfaction of the line manager that there was a reasonable cause for their absence, and the staff member resumes duty, the matter may be referred to Human Resources for consideration under Clause 54, *Misconduct/Serious Misconduct*.
- 39.6. If the staff member fails to respond within 15 working days of the date the registered letter is sent, the staff member will be deemed to have abandoned his/her employment. In this case, the staff member will be entitled to payment up to the last day of attendance for duty and any outstanding leave entitlements.

40. LEARNING AND DEVELOPMENT OPPORTUNITIES

JCU encourages staff to undertake formal study, and assistance is available where study is agreed as part of the staff member's Performance Review and Appraisal.

40.1. Learning and Development

- 40.1.1 JCU is committed to increasing workforce efficiency, productivity, flexibility, and job security, through job-related skill development. JCU will provide staff with appropriate developmental programs to increase their skills, broaden their experience and enhance future career opportunities, within budgetary constraints. Identification of training and development opportunities will form part of the annual performance appraisal. Staff are required to commit to training necessary to meet the operational needs of JCU.
- 40.1.2 All commencing staff including casuals are required to attend a general induction program. All academic staff are required to attend an induction program regarding teaching and research. Casual staff will be paid for attendance at inductions.
- 40.1.3 All casual staff will have access to the existing University Professional Development Scheme and resources and long-term casual staff shall have access to JCU Staff Study Assistance Scheme.
- 40.1.4 Where JCU approves training to be undertaken by staff, that training may be undertaken either on or off the job. Where an appropriate course or programme is available within JCU, this shall be undertaken, provided that if the training is undertaken during ordinary hours the staff member concerned shall not suffer any loss of ordinary pay.
- 40.1.5 In relation to any training program pursuant to sub-clause 40.1.1, JCU shall meet the cost of the course fees for approved programs.
- 40.1.6 JCU commits to the promotion of equitable access to training. Wherever possible, training should be provided during working hours.
- 40.1.7 JCU is committed to quality teaching and research supervision.
 - (a) All academic staff who have not successfully supervised a research student as principal supervisor at this or another university in the previous five years will be required to undertake supervisor training as specified in JCU Training and Development policy , before gaining principal supervisor status on JCU Register of Supervisors.
 - (b) Should a graduate research supervisor's performance be deemed unsatisfactory following a formal grievance procedure then the supervisor will be required to undertake training as specified in sub-clause 40.1.7(a) before gaining principal supervisor status on JCU Register of Supervisors.

40.2. Study Assistance Program

A staff member may apply for study assistance in accordance with the Staff Study Assistance Policy and Procedure.

40.3. Special Studies Program

JCU is committed to providing staff with opportunities to carry out sustained scholarly activity or gain additional professional experience outside JCU, in order to maintain and enhance the quality of its teaching, research and engagement, and the national and international profile of JCU.

40.3.1 Right to Apply

All academic staff of JCU 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.

A staff member shall have completed at least 36 months of continuous service with JCU before being permitted to undertake a SSP.

The period of a SSP will be calculated at the rate of two months for each twelve months of accrued service to a maximum entitlement of 12 months accrual SSP. Staff do not accrue SSP when on leave without pay or SSP unless seconded to another University campus.

Although a staff member may be eligible to apply to undertake an SSP, they have no automatic right to an SSP where their proposed program does not meet the criteria in the Special Studies Program policy. The number of programs approved each year may also be restricted by staffing and budgetary considerations.

40.3.2 Approval

The essential, but not exclusive, conditions for approval of a program are that it is aligned with the strategic intent of JCU and will provide significant outcomes, to the individual, the academic work unit and JCU and that appropriate arrangements have been made to maintain teaching, examining and administrative responsibilities.

40.3.2.1 The Head of the Work Unit will assess an application from an eligible staff member against the criteria outlined in the SSP Policy and guidelines. The Head of the Work Unit will provide reasons in writing as to why the application does not meet the criteria, or other grounds for refusing the application.

40.3.2.2 A Head of the Work Unit who refuses an application that meets the criteria, on the grounds of lack of resources, will specify a time within the next 3 years when a new or resubmitted application that meets the criteria will be approved subject to 40.3.2.3 below.

40.3.2.3 Should an unforeseen lack of resources further delay a project approved under 40.3.2, the program can only be deferred a further 12 months and only on the authority of the next most senior line manager. The project costs and other details may require updating at this point.

40.3.2.4 Preference will be given to staff members who have not previously had an SSP program here or elsewhere.

40.3.2.5 An applicant for SSP will be advised of the decision by the Head of Work Unit within one month of the due date of submission of EOI for SSP for the following year.

40.4. Administration of the Program

The Special Studies Program will be governed in accordance with the relevant policy and guidelines. A staff member on SSP cannot be directed to undertake teaching at JCU.

40.5. Payment of Travel Grant

Staff proceeding on SSP may apply for a travel grant to meet actual travel costs incurred by the staff member in fulfilling the requirements of the approved program.

The Travel Grant shall be composed of:

- Travel costs component which shall accrue at \$1,000 per annum of qualifying service to a maximum of \$6000; and
- A living expenses component which shall be based on a daily support payment accruing at the rate of 60 days per 12 months of qualifying service.

For staff holding a fractional appointment these components shall be applied in proportion to that fraction.

Further details are contained within the Special Studies Program Policy.

41. PERFORMANCE MANAGEMENT FRAMEWORK

41.1. JCU's Performance Management Framework encourages a high performance culture at the University by:

- aligning organisational objectives with the staff member's performance individually and within teams (where appropriate);
- providing opportunities for development;
- encouraging effective communication between the line manager and staff member;
- recognising and rewarding high performance;
- making salary decisions based on performance; and
- managing underperformance.

41.2. The Performance Management Framework is applied across JCU and includes:

- agreement of responsibilities and expected standards of performance including personal and interpersonal skills consistent with Work Level Descriptors;
- continuous performance feedback;
- personal development discussions and planning that facilitate career planning; and
- performance review and appraisal utilising a rating scale to assess performance.

41.3. All managers and staff must participate in the Performance Management Framework. The staff member and their line manager are required to develop a written agreement of responsibilities and expected standards of performance consistent with Work Level Descriptors. Casuals with more than 18 months service are eligible to elect to participate in the Performance Management Framework.

41.4. The process may be initiated by the staff member or line manager when due on at least 5 days' notice. Staff members must have the opportunity to make written responses to all reviews and sign all reports.

- 41.5. Performance and development discussions occur between the line manager and staff member or team regularly throughout the year. Early feedback should be provided where performance does not meet expectations.
- 41.6. Incremental advancement and rewards other than salary will be determined on the basis of the staff member's performance rating in the performance review. An increment will be paid as due, pending the outcome of the Performance Review and Appraisal.
- 41.7. A line manager will make all reasonable efforts to resolve instances of underperformance informally using discussion, guidance, counselling and/or staff development.
- 41.8. Where informal measures do not result in desired outcomes, the Managing Underperformance process will be initiated. The performance review cycle will cease and will not resume until the staff member's performance returns to a satisfactory standard.
- 41.9. JCU will maintain and apply a fair and transparent Performance Management Framework. The Performance Management Framework will be reviewed within 3 months of the certification of this Agreement. Any amendments to the policy or guidelines will be subject to agreement.
- 41.10. During the life of this Agreement new processes will be implemented to improve the consistency and equitable application of performance management ratings including further support and education for managers

42. MANAGING UNDERPERFORMANCE

- 42.1. Managing performance which is assessed as being not at an acceptable level i.e. performance assessed as Unsatisfactory will be based on the following principles:
- Performance will be assessed through the Performance Management Framework;
 - Procedural fairness principles will apply;
 - The staff member will be given assistance and the opportunity to improve their performance to an acceptable level;
 - A staff member may be assisted as outlined in Clause 11, *Staff Support and Representation*, throughout the process.
- 42.2. A line manager will make all reasonable efforts to resolve instances of underperformance informally using discussion, guidance, counselling and/or staff development including directing the staff member to undertake a program to assist in improving performance. A line manager must give a staff member an opportunity to respond to any concerns about the staff member's performance.
- 42.3. Nothing in this clause prevents the Vice-Chancellor referring a question of possible underperformance to a line manager.
- 42.4. Where a staff member's performance is assessed as being not at an acceptable level at the conclusion of the performance management cycle, the staff member will not be eligible for salary advancement until the performance is appraised at an acceptable level or higher.

42.5. Counsel and First Formal Warning

42.5.1 Where the informal measures listed in Clause 42.2 do not result in the desired improvements being made, the line manager will:

- Meet with the staff member to clearly state and document the performance deficiencies; and
- Provide the staff member an opportunity to respond and discuss any mitigating circumstances.

42.5.2 Where the line manager is satisfied that the required improvements have been made, the line manager shall advise the staff accordingly in writing, and the normal Performance Management Framework shall recommence.

42.6. Second Formal Warning

42.6.1 Where, at the date by which reasonable improvement is expected, the line manager believes that counselling, development and guidance has not produced the improvement required, a written second formal warning will be issued clearly stating:

- Specific areas of performance or conduct which are still considered unsatisfactory, and should be addressed by the staff member;
- The nature of the improvement required;
- The reasonable time within which such improvement must occur (“the assessment period”);
- The availability of professional development and other resources, where appropriate, to assist the staff member in improving performance; and
- The date for a meeting to discuss the specific areas of performance.

Following the meeting, the staff member will be entitled to 10 working days to respond to the line manager. The line manager must give due and proper weight to any response provided by the staff member and will either:

- confirm the advice of underperformance and the remedial action required;
- modify any or all of the particulars contained in the previous advice; or
- withdraw the advice.

42.7. Review by Line Manager

No later than ten working days after the end of the “assessment period”, the line manager will meet with the staff member to review their performance.

The line manager must give due and proper weight to any response provided by the staff member and will either:

- confirm the advice of continuing underperformance;
- modify any or all of the particulars contained in the previous advice; or
- where the line manager is satisfied that the required improvements have been made, withdraw the advice.

Where the second formal written warning has been issued, and in the event that the performance remains satisfactory over a period of 12 months, that second written warning will lapse and JCU shall ensure that no records relating to the advice are kept on the staff member’s personal file.

42.8. Action by the Vice-Chancellor

Where there are further instances of underperformance as outlined in Clause 42.6 within the 12 month period after the second warning, or where the staff member's performance is assessed as being not at an acceptable standard at the end of the assessment period in Clause 42.6, the Vice Chancellor may issue a notice of intention to:

- allocate reasonable alternate duties (if available) to the staff member;
- reduce the staff member's work level, if this is practicable and work is available at a lower level; or
- terminate the staff member's employment.

42.9. At any stage of the process the staff member may resign without notice by mutual agreement.

42.10. The staff member will have 10 working days to show cause why this action should not be taken. The Vice-Chancellor has the discretion to extend this period in special circumstances.

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

43. ANNUAL LEAVE

43.1. Principles

Supervisors will as far as it is reasonable and practicable:

- Ensure staff can take their leave in unbroken periods if they request to do so;
- Plan the workload allocation so that each staff member has a 5 week period available in which to take their annual leave;
- Agree to alternate periods of leave where operational requirements prevent the leave requested being granted;
- 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;
- Approve requests to change leave plans and confirm leave not taken to be carried forward to a subsequent year.
- Respond expeditiously to leave requests.

Staff will wherever it is reasonable and practicable:

- Apply for leave that is outside of teaching and peak workload periods, being cognisant of the genuine operational requirements of their work area;
- Apply for leave or changes to leave using the established leave booking system and receive approval prior to taking the leave.

43.2. Entitlement

Annual leave will accrue on an annual basis during periods of continuous employment.

43.2.1 Full-Time staff (other than casuals) will accrue 25 working days of annual leave for each completed year of service.

43.2.2 Full-time shift workers (staff on three continuous shifts per day over a period of seven days per week) will accrue 30 working days of annual leave for each completed year of service.

43.2.3 Part-time staff will accrue a pro-rata amount of annual leave.

43.2.4 Casual staff do not accrue annual leave.

43.3. Annual leave will accrue on a pro rata basis and be credited to staff at the end of each pay fortnight.

43.4. Any unused annual leave accrued during employment will be paid to the staff member on termination from JCU.

43.5. Excess leave

Any staff member whose accrued leave entitlement equals or exceeds 50 days may be directed in writing to apply for leave that will reduce their accrued leave balance to less than 50 days. Where this occurs, staff will be given one month to apply to take the required leave.

43.6. Annual Leave at half pay

43.6.1 Subject to the agreement of their line manager, staff may elect to take annual leave at half pay, in which case payable leave credits will only be deducted for half of the leave duration. Annual leave taken at half pay will only be available for a minimum of 1 week's duration (2.5 days leave credits) per request.

43.6.2 Staff who elect to take annual leave at half pay may not access purchased leave arrangements during the Purchase Period. Annual leave at half pay is available to staff who, at the time of applying for annual leave at half pay have an annual leave balance of less than 50 days.

43.7. Cashing out Annual Leave

Staff may apply to cash out up to 4 weeks of annual leave per calendar year for a lump sum payment equivalent to salary, provided they:

- Have taken at least 3 weeks (15 days) annual leave in the previous calendar year; and
- Retain a balance of not less than 4 weeks (20 days); and
- Apply in writing and a written agreement between the staff member and line manager is documented for each occasion leave is cashed out.

43.8. Purchased Leave

43.8.1 Subject to operational requirements continuing staff and staff on fixed term contracts of employment for minimum 2 years duration are eligible to apply to purchase additional leave of up to 5 weeks per year.

43.8.2 Purchased leave is available to staff who, at the time of applying to purchase leave, have an annual leave balance and/or a long service leave entitlement of less than 10 weeks.

43.8.3 The purchased leave will be applied for and taken in blocks of 1 week minimum, in return for a pro rata reduction in annual salary (excluding allowances) that is averaged over a 12 month purchase period.

43.8.4 Purchased leave will not have an effect on existing salary packaging arrangements and staff members cannot enter into salary packaging arrangements to purchase leave.

43.8.5 The minimum salary payable to the staff member under this agreement is also adjusted on a pro rata basis for the Purchase Period.

43.8.6 Purchased leave must be used by the expiry of the Purchase Period and will lapse at that time. Any outstanding monies will be reconciled at the end of the Purchase Period.

43.8.7 Purchased leave will count as service for all purposes. If the staff member's employment terminates before all purchased additional leave is taken, the staff member will receive a payment in lieu of the unused accrued additional leave.

43.8.8 Staff members who elect to purchase leave under these arrangements may not access half pay annual leave during the Purchase Period.

- 43.9. Leave Loading
- 43.9.1 Professional and technical staff will be entitled to receive annual leave loading at a rate equivalent to 17.5% on 4 weeks per annum of the ordinary rate of pay paid during the annual leave period.
- 43.9.2 Shift workers on annual leave will be paid the greater of:
- shift penalties a staff member would have received had they not been on annual leave; or
 - the 17.5% annual leave loading as prescribed.
- 43.9.3 Academic staff will be entitled to receive leave loading equal to 17.5% of 4 weeks salary paid on a payday proceeding 1 January , with a maximum payment equal to the Australian Bureau of Statistics' average weekly total earnings of all males (Australia) for the August quarter proceeding the date of accrual.

44. PERSONAL/CARERS LEAVE

Personal/carers leave covers both sick leave and carers leave and may be granted, subject to available credit, in the following circumstances:

- If a staff member is unfit for work because of personal illness or injury;
- To provide care or support to a member of their immediate family or household because of a personal illness, injury or unexpected emergency affecting the member.

44.1. Entitlement

- 44.1.1 Full-time staff are entitled to 15 days personal/carer's leave credits each year.
- 44.1.2 Part-time staff are entitled to a pro rata amount of personal/carer's leave, service according to the number of ordinary hours worked.
- 44.1.3 The entitlement accrues progressively during a year of service according to the number of ordinary hours worked, and will accumulate from year to year.
- 44.1.4 Personal/carer's leave continues to accrue when staff take periods of paid leave and does not accrue on any form of unpaid leave.

44.2. Reporting, recording and evidence requirements

- 44.2.1 Staff must advise their manager as soon as practicable of their absence or their intention to be absent and apply for leave immediately on their return to work.
- 44.2.2 A medical certificate or other supporting evidence is required for absences of more than three consecutive working days.
- 44.2.3 A line manager may require for a period of up to six months, a medical certificate or other suitable supporting evidence for periods of less than three days where a proven pattern of recurring absences has been identified.

44.3. Staff who return to JCU after a break in service of not more than 6 months will have their previous unused personal/carer's leave credit reinstated.

44.4. In accordance with section 352 of the Fair Work Act 2009, JCU will not dismiss a staff member because they are temporarily absent from work because of illness or injury.

44.5. Unused personal leave will not be paid out on separation, or in any other circumstances.

- 44.6. In exceptional circumstances, staff may be granted personal leave at half pay, in which case, payable leave credits are only deducted for half of the leave duration.
- 44.7. Personal/Carers Leave may be claimed during a period of Annual or Long Service Leave.
- 44.8. Where paid personal/carers leave is exhausted the staff member is eligible for unpaid personal leave or may apply for other forms of leave as desired.
- 44.9. Unpaid carer's leave
- 44.9.1 All staff, including casual and sessional staff are entitled to 2 days of unpaid carer's leave for each occasion a staff member's immediate family or household requires care or support because of a personal illness, injury or an unexpected emergency to which the staff member and line manager agree.
- 44.9.2 Unpaid carer's leave will not be approved if staff have paid personal/carers leave available. This does not apply to casuals who do not have an entitlement to paid personal/carers leave.

45. COMPASSIONATE LEAVE

45.1. Entitlement

Staff members (other than casual staff) are entitled to 3 days paid Compassionate Leave on each permissible occasion when a member of the staff member's immediate family, or a member of the staff member's household:

- Contracts or develops a personal illness that poses a serious threat to their life; or
- Sustains a personal injury that poses a serious threat to their life; or
- Dies.

45.2. Taking compassionate leave

Staff may take compassionate leave for each *permissible occasion* as:

- A single continuous 3 day period; or
- 3 separate periods of 1 day each; or
- Any separate periods to which the staff member and their line manager agree.

45.3. Notice and evidence

Staff must notify their line manager as soon as practicable (which may be a time after the leave has started); and of the period, or expected period, of the leave.

Staff may be asked to provide appropriate evidence to support their application for Compassionate Leave.

45.4. Casual Staff

Casual staff are entitled to 2 days unpaid Compassionate leave to not be available to attend work or to leave work subject to the provision of appropriate evidence to support their application for Compassionate Leave.

46. LONG SERVICE LEAVE

46.1. Entitlement

- 46.1.1 Full time staff are entitled to 1.3 weeks for each completed year of service after 7 years of continuous service.
- 46.1.2 Part time staff are entitled to a pro-rata amount for each completed year of service after 7 years of continuous service.
- 46.1.3 Fixed term and casual staff are entitled to a pro-rata amount based on the calculation of the number of hours worked over the entitlement period, and paid after 7 years of continuous service. Continuous service is considered to be service with breaks of no more than 3 months from the end of the contract of employment to the beginning of the next contract of employment.

46.2. Recognition of commencement date from another Australian University for the purpose of long service leave only

- 46.2.1 Where a staff member has prior continuous service with another Australian University, JCU will recognise the date the staff member commenced with their previous University for the purpose of determining the service period required to be eligible to take long service leave. JCU will however, only make payment for the period of continuous service undertaken by the staff member whilst employed by JCU. Prior to being able to take long service leave the staff member must complete a minimum three (3) years continuous paid service at JCU.
- 46.2.2 Continuous service is considered to be service with breaks of no more than 3 months between positions held at the University and 2 months between breaks in service between other universities and JCU.
- 46.2.3 Recognition of prior service does not apply to staff whose salary is paid from external funds that do not make provision for long service, including grants from bodies such as ARC and NHMRC.

46.3. Applying for Long Service Leave

Staff with an entitlement to Long Service Leave, are entitled to take a minimum of 2 weeks leave, provided at least 6 months' written notice is provided. The notice period may be reduced by agreement between the staff member and the line manager.

Applications from academic staff with teaching responsibilities may not extend over more than 1 semester unless more than 6 months Long Service Leave is taken.

46.4. Excess Long Service Leave

- 46.4.1 Any staff member whose accrued long service leave entitlement equals or exceeds 18 weeks may be directed in writing to take a minimum of 6 weeks of their accrued long service leave entitlement within the following 12 month period.
- 46.4.2 Staff may elect to receive payment for any leave accrued in excess of 12 weeks at their ordinary rate of pay.
- 46.4.3 Staff will not be directed to take long service leave within 24 months of their date of retirement, subject to written notification of the intended retirement date.

46.5. Payment on Termination of Employment

Payment in lieu of Long Service Leave entitlements will be made in the following circumstances:

- Resignation (including on the grounds of ill health refer Clause 38.16), Retirement, Termination or Redundancy; and
- Cessation of employment due to disablement and/or death of the staff.

47. PARENTAL LEAVE

47.1. Principles

47.1.1 Staff are entitled to parental leave if the leave is associated with:

- the birth of a child of the staff member or their supporting partner; or
- the placement of a child, aged 16 years or younger, with the staff member for adoption;

and where the staff member is or will be the primary carer of the child.

47.1.2 Parental Leave is available to eligible staff as paid leave, unpaid leave or a combination of both to a maximum of 52 weeks.

47.1.3 Eligible staff may apply for an extension of a further 12 months (up to 24 months in total). This request may only be refused on reasonable business grounds.

47.1.4 Supporting partners are entitled to up to 3 weeks parental leave that can be taken concurrently with the primary carer (i.e. both parents are absent from work for the same 3 weeks).

47.1.5 Public holidays and University holidays that fall during a period of parental leave form part of the leave and no additional payment or adjustment to the period of parental leave will be made.

47.1.6 The period of parental leave for the staff member who is giving birth to the child may commence up to 6 weeks before the expected date of birth of the child, and must not start later than the birth of the child.

47.2. Entitlement

47.2.1 Staff (excluding casuals) who have at least 12 months continuous service at JCU prior to the commencement of parental leave or the date of birth or adoption of a child under school age, are entitled to paid parental leave if they are the primary carer of the child.

47.2.2 Casual staff are eligible to receive unpaid parental leave if they have completed at least 12 months of continuous service prior to the commencement of parental leave or the date of birth or adoption of a child provided:

- They are the primary carer of the child;
- They have been employed by JCU on a regular and systematic basis for a sequence of periods over at least 12 months;
- Had it not been for the birth or adoption of a child, they would have a reasonable expectation of further employment at JCU on a regular and systematic basis.

- 47.2.3 Staff (excluding casual staff) with less than 12 months continuous service at JCU, prior to the commencement of parental leave or the date of birth or adoption of a child under school age, are entitled to a maximum of 26 weeks unpaid parental leave if they are the primary carer of the child.
- 47.2.4 Staff employed on a fixed term contract of employment will cease to have an entitlement to parental leave on the expiry of their contract of employment.
- 47.2.5 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.

47.3. Unpaid Parental Leave

- 47.3.1 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.
- 47.3.2 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.
- 47.3.3 If the supporting partner becomes the primary carer of the child, the staff member is entitled to the balance of the unpaid parental leave, less the three (3) weeks supporting partner's concurrent leave. The staff member may request a further period of up to 12 months in accordance with Clause 47.1.3.
- 47.3.4 If both parents are taking unpaid parental leave it must be taken in a separate, continuous period, with the exception of concurrent leave.

47.4. Paid Parental Leave

- 47.4.1 Staff (excluding casual staff), who complete at least 12 months continuous service at the date of commencing leave are eligible for paid Parental Leave in association with the birth of a child or the adoption of a child under school age, which may be taken in one of the following two patterns:
 - i. 26 weeks at full-pay or 52 weeks at half pay; or
 - ii. 20 weeks at full-pay or 40 weeks at half-pay, and one (1) full day per week of paid parental leave during the first 30 weeks of the staff member's return to work.

A staff member who plans to take more than 52 weeks leave is not eligible to take option (ii).

- 47.4.2 If the supporting partner is a University staff member and becomes the primary carer of the child, the remaining balance of the paid parental leave referred to in clause 47.4.1 above, may be accessed by the partner.
- 47.4.3 Part time staff who are entitled to paid parental leave, will be paid at the appropriate pro-rata amount based on the average hours worked in the 12 months immediately prior to commencement of the leave.
- 47.4.4 Fixed term staff who are being paid parental leave at the time their contract of employment expires will be entitled to the balance of the parental leave if they are offered and accept a further term of employment.

47.5. Concurrent Leave

- 47.5.1 The supporting partner may take up to 5 days paid parental leave and 10 days unpaid parental leave concurrently with the primary carer.
- 47.5.2 Leave may be taken from the date of birth or date of placement. By agreement with JCU the leave may start before the birth or date of placement, or end up to six weeks after the birth or placement.
- 47.5.3 Supporting partners may take a second period of parental leave if they become the primary carer for the child within 12 months from the birth or placement of the child, or within 24 months if an extension is approved. This is the only exception to the rule that parental leave must be taken in a single continuous period.

47.6. Special Leave

- 47.6.1 An eligible staff member is entitled to 6 weeks paid (Special) leave if the pregnancy ends, not in the birth of a living child, within 20 weeks of the expected date of birth.
- 47.6.2 Where a stillbirth occurs after the staff member has commenced Parental Leave, the staff member is entitled to six (6) weeks paid (Special) leave, and any remaining Parental Leave entitlement would cease.
- 47.6.3 A staff member may apply for unpaid (Special) leave, or may take paid personal/carers leave for a pregnancy-related illness.
- 47.6.4 The staff member must provide notice of taking such leave together with a certificate from a registered medical practitioner, as soon as possible.

47.7. Transfer to a Safe Job

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 her 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:

- 47.7.1 the same ordinary hours of work as the staff member's substantive position; or
- 47.7.2 a different number of ordinary hours agreed to by the staff member; or
- 47.7.3 placed on paid special leave for the duration of the risk period, at the staff members base rate of pay for the ordinary hours of work in the risk period.

If the staff member's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

47.8. Consultation with Staff Member during parental leave

Where JCU 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:

- 47.8.1 provide the Staff Member with information about the change; and
- 47.8.2 consult with the Staff Member regarding the impact of the proposed change on the Staff Member's position in accordance with provisions of Clause 51, *Change Management and Consultation*.

47.9. Keeping in Touch Arrangements

47.9.1 Where agreement between JCU and the staff member has been reached, a staff member may participate in up to 10 'keeping in touch' days, at any time after six weeks from the child's date of birth or placement.

47.9.2 The staff member will be paid at their ordinary hourly rate for this time. Keeping in touch days will count as service for all purposes, extends the period of Paid Parental Leave but does not extend the total period of Parental leave.

47.10. Return to Work

47.10.1 Staff are guaranteed to return to work immediately following a period of parental leave entitling them to:

- Their pre-parental leave position; or
- If that position no longer exists, JCU will manage the placement of the staff member in accordance with the provisions of Clause 52, *Redeployment and Redundancy*.

47.10.2 Full-time staff will be entitled to return to work on a part-time basis. A return to work on a part-time basis should not exceed two years from date of resuming duties. The staff member shall be entitled to return to the position held before commencing parental leave, by giving 8 weeks' notice.

47.10.3 An eligible staff member who has responsibility for the care of a child, may request to return to a flexible working arrangement. JCU will consider the request taking into account the effect on the workplace and will only refuse the request on reasonable business grounds.

47.11. Continuity of Service

47.11.1 The period of paid parental leave will be considered continuous service and will not constitute a break in service.

47.11.2 The period of unpaid parental leave in excess of 26 weeks will not be considered continuous service, but will not constitute a break in service.

47.11.3 The annual leave entitlement will accrue for the period which the paid leave has been granted.

47.12. Superannuation

During any period of paid leave granted pursuant to this clause, JCU will continue to pay contributions towards the staff member's superannuation benefits, and the staff member will continue their Superannuation scheme contributions during any period of paid leave granted pursuant to this clause.

47.13. Application for Leave

Applications for parental leave (including applications to vary approved leave) and arrangements for return to work after parental leave must be made in accordance with JCU policies and procedures.

48. OTHER LEAVE

48.1. Jury Service

A staff member (other than a casual staff member) who is required to attend for Jury Service or to attend any court of law as a witness during their ordinary working hours will be granted paid leave for their ordinary hours of work upon production of a certificate from the Sheriff's office indicating attendance.

48.1.1 In order to receive leave with pay, any fees paid to staff by the Court, other than daily incidentals, must be paid by the staff member to JCU.

48.2. Cultural Leave

48.2.1 A staff member (other than a casual staff member) is entitled to a maximum of 5 days paid leave per calendar year to participate in cultural leave for the sole purpose of observing holy days or to attend essential religious or cultural duties associated with their particular religious faith, culture or tradition. Unused leave does not accrue from year to year.

48.2.2 Staff may be asked to provide appropriate documentary evidence to support their application.

48.2.3 Casual staff members are entitled to up to a maximum of 5 days unpaid leave per calendar year.

48.2.4 Where staff (other than casual staff) have used their annual entitlement to Cultural leave, the staff member may apply for leave without pay.

48.3. Defence Force Reservist Leave

A staff member (other than a casual staff member) who is a member of the Defence Force Reserves will be granted the following leave per calendar year, with pay:

- Up to a maximum of four (4) weeks paid leave each calendar year for Defence Reservists undertaking service;
- Two (2) weeks paid leave to allow for Defence reservists to attend compulsory recruitment or initial employment training.

48.3.1 Staff must inform their line manager and the Director HRM of their Defence Force Reservist status on appointment and following any change to their status.

48.3.2 Staff must provide evidence of the necessity to attend when applying for leave and produce a certificate of attendance signed by the Commanding Officer on their return to work.

48.3.3 Any period of absence on paid Reservists leave will count as service.

48.4. State Emergency Services Leave

A staff member (other than a casual staff member) who is a member of a State Emergency Service, fire-fighting service, search and rescue unit or other recognised volunteer service organisation that will require staff to assist in an emergency situation, when required, will be granted up to 5 days per calendar year with pay. Additional leave may be approved, and will be considered on a case by case basis.

- 48.4.1 Staff must inform their line manager and the Director HRM that they are a member of a recognised volunteer service organisation on appointment and following any change to their status.
- 48.4.2 Staff will be asked to provide appropriate evidence to support their application, stating they were officially requested to assist in the emergency during the period of absence, when applying for leave or returning to work.
- 48.4.3 Any period of absence on paid Emergency Services leave will count as service.
- 48.5. Natural Disaster Leave
- Paid leave will be granted to staff that are unable to attend their rostered or normal work as a result of floods, cyclonic disturbances, bushfires or earthquakes.
- 48.5.1 Paid leave will be granted to staff that are required to leave work in order to ensure their own safety, protection of their family and/or property, or to access transport facilities which may later be disrupted or discontinued because of weather conditions for the remainder of the day.
- 48.5.2 Staff may be asked to provide appropriate evidence to support their application.
- 48.6. Trade Union Training Leave
- 48.6.1 A staff member (other than a casual staff member) may apply for up to 5 days paid leave per calendar year to attend Trade Union Training courses, conferences or seminars.
- 48.6.2 JCU will not incur any costs for travel, accommodation or incidentals.
- 48.6.3 Unused leave does not accrue from year to year.
- 48.6.4 Staff will be asked to provide appropriate evidence to support their application.
- 48.7. Special Sporting Leave
- Full-time staff may be granted up to 5 days paid leave per calendar year when they are selected as a competitor, coach, official or umpire/referee to participate in state, national or international sporting events or competitions.
- 48.7.1 The event must be a recognised sport of national significance.
- 48.7.2 In order to access leave, staff must inform their line manager and the Director HRM of their involvement in the sport on appointment and following any change to their status.
- 48.7.3 Staff may be asked to provide appropriate evidence to support their application.
- 48.8. Volunteering Leave
- Staff may apply for up to 2 days per calendar year to be deducted from their Personal/Carers Leave balance to undertake voluntary work for a not-for-profit community organisation.
- 48.8.1 Staff must inform their line manager and the Director HRM of their involvement in the voluntary work for a not-for-profit community organisation on appointment and following any change to their status.
- 48.8.2 Staff may be asked to provide appropriate evidence to support their application.

48.9. Domestic Violence Leave

Staff may apply for up to 5 days per calendar year to be deducted from their Personal/Carers Leave balance to attend to issues that may occur as a consequence of domestic violence.

48.9.1 Staff may be asked to provide appropriate evidence to support their application.

49. LEAVE WITHOUT PAY

JCU recognises that staff may wish to apply for periods of leave without pay where they do not have an entitlement for paid leave or where they have exhausted their paid leave.

Leave without pay is not an entitlement. JCU recognises there are occasions where leave without pay can bring benefit to the University and that staff may need to apply for this leave on compassionate grounds.

- 49.1. Leave without pay will normally not be granted where other forms of leave are available, with the exception of personal/carers leave without pay.
- 49.2. Leave without pay will not be granted in broken periods separated by public holidays or university holidays or periods of other leave.
- 49.3. Any public holidays that fall during the period of leave without pay will not be paid.
- 49.4. Leave without pay is limited to a period of 12 months. Leave without pay in excess of 12 months may be granted in exceptional circumstances.
- 49.5. The period of leave without pay will not be recognised for the purpose of accruing eligibility for:
 - Annual leave;
 - Personal/carers leave;
 - Long service leave;
 - Incremental advancement;
 - Determining eligibility to apply for special studies leave;
 - Determining eligibility for parental leave.
- 49.6. Any period of absence on leave without pay taken during a probation period will result in the adjustment of the probation date.
- 49.7. Periods of approved leave without pay will not constitute breaks in service.

50. PUBLIC HOLIDAYS

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

50.1. The following public holidays will be observed:

New Year's Day	1 January
Australia Day	26 January
Good Friday	as prescribed from year to year;
Easter Saturday	where applicable;
Easter Monday	as prescribed from year to year;
Anzac Day	25 April;
Queen's Birthday	Second Monday in June;
Labour Day	First Monday in October;
Christmas Day	25 December; and
Boxing Day	26 December;

Any other day or part day declared or prescribed by or under a law of a state or territory to be observed generally within the State or Territory (or a region of a State or Territory) as a public holiday – for example a relevant Regional Show Day.

50.2. The Holidays Act 1993 provides for an additional public holiday to be added when Christmas Day, Boxing Day or New Year's Day falls on a weekend.

50.3. Staff who are rostered to work on a public holiday and required to work will be paid at the rate of 250% of their ordinary rate of pay.

50.4. Where the line manager and staff member who is rostered to work on a public holiday agree, the staff member may work another day instead of the public holiday. Management must not exert undue influence or pressure on the staff member in relation to agreeing to substitute a public holiday for another day.

50.5. Staff who are rostered to work on a public holiday and not required to work will be paid for the day at ordinary rate of pay for the hours they would normally work on that day.

50.6. Where a public holiday falls on a rostered day off, staff will be entitled to a day off in lieu at ordinary time that may be taken any time within the calendar year.

51. CHANGE MANAGEMENT AND CONSULTATION

51.1. Principles

Where JCU proposes to introduce changes that are likely to have a significant affect on staff members the following principles will be observed:

- 51.1.1 Consultation will be conducted in a collaborative and timely manner; and
- 51.1.2 Staff and where they choose, their representative (as defined in Clause 11), will be provided with an opportunity to contribute to and influence the decision-making process.
- 51.1.3 Every effort will be made to ensure remaining staff are not disadvantaged by increased workloads or loss of career prospects.
- 51.1.4 Changes should not result in increased workloads for staff.

51.2. Preliminary consideration of change

- 51.2.1 Informal discussions or consideration of workplace change issues which may or may not lead to the development of a specific change proposal, do not require the following change management process.
- 51.2.2 When informal discussions lead to the development of a specific change proposal, such discussion should involve all staff that will be directly affected by the change as soon as practicable.
- 51.2.3 The JCC will be advised that consultation is occurring.
- 51.2.4 A staff member will be considered to be directly affected when the proposed change is likely to have an impact on that staff member’s work practices or working conditions.
- 51.2.5 ‘Affected staff’ includes all staff that hold a substantive position in the work area that is affected by the change.
- 51.2.6 The formal change process will not apply where there are not significant effects and where all staff members in a work area who are directly affected by the change proposal have been involved in the consideration of the change and those staff members agree with the proposed change.
- 51.2.7 If affected staff members or their representative/s (as defined in Clause 11), advise JCU that they do not agree with the proposed change, then the formal change management process will commence.

51.3. Formal change process

- 51.3.1 JCU will develop a change proposal where change is likely to have a ‘Significant effect on staff’ as it is likely to lead to one or more of the following:
 - Termination of employment; or
 - Major change in the composition, operation or size of the workforce, or the skills required by staff; or
 - The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- The alteration of hours of work; or
- The need to retrain staff; or
- The need to relocate staff to another workplace; or
- The restructuring of jobs.

51.3.2 Where there is a specific change proposal, JCU will issue documentation to directly affected staff and where they choose, their representative/s (as defined in Clause 11), outlining the change. The documentation will include:

- The extent and nature of the change proposal;
- Reasons for making the change;
- The aim of the change;
- Timeframe for the change; and
- Any relevant financial information.

51.3.3 In the process of this consultation, JCU is not required to disclose “*commercial in confidence*” information to the relevant staff or their respective representative/s (as defined in Clause 11).

51.3.4 The change proposal will be circulated to members of the JCC following consultation with affected staff and their representative/s (as defined in Clause 11).

51.4. Consultation

51.4.1 Staff members as groups and where they choose, their representative/s (as defined in Clause 11), will be consulted in relation to the specific change proposal.

Consultation will include:

- Circulation of specific proposals for consideration;
- Opportunity from affected staff, and representative/s (as defined in Clause 11) (if requested) to provide written responses, including alternatives;
- Meetings to discuss and examine the change proposal and alternatives; and;
- Provision of relevant information related to the proposed change and its implementation.

51.4.2 Where change affects an individual staff member, consultation will include provision of relevant information and the opportunity to discuss the proposal with the staff member and where they choose, their representative/s (as defined in Clause 11).

51.4.3 Consultation will include consideration of alternative ways of introducing the change, and measures to avoid detrimental impacts on staff including voluntary measures such as retraining, redeployment, part-time work, and the opportunity for voluntary separation.

51.4.4 ‘Affected staff’ includes all staff that hold a substantive position in the work area that is affected by the change. This includes staff on secondment and approved leave.

51.4.5 Following consultation JCU will prepare a Change Plan, which reflects its decision, taking into account issues and suggestions raised during consultation and the implementation plan it proposes. The Plan will include a response to the issues and suggestions raised during consultation.

51.4.6 The Change Plan will be provided to affected staff, their representative/s (as defined in Clause 11); and the JCC.

51.5. Contracting Out and Outsourcing

51.5.1 JCU may make intermittent use of contract labour to meet a short term need for particular expertise or a period of high demand for particular activities which cannot be met from existing staff resources.

51.5.2 JCU will consult with affected staff and where they choose, their representative/s (as defined in Clause 11), before engaging any contractors and/or labour hire firms beyond the circumstances outlined in Clause 51.5.1.

51.5.3 This consultation will provide an opportunity to comment on the scope of works to be contracted out and, where applicable, the conditions established in the tender documents and the opportunity to consider reasonable options for undertaking the work using in-house staff. In this consultation, JCU will communicate with the relevant staff and their respective representative (as defined in Clause 11) on/concerning issues including:

- safety;
- anticipated number and qualifications (relevant to their expected role) of contract/labour hire staff;
- alterations in the working conditions for staff covered by this Agreement caused by the proposed use of contractors or labour hire companies;
- appropriate induction and site training (including Occupational Health and Safety) for contractor staff; and
- the likely duration of the contracting arrangements.

51.5.4 In the process of this consultation, JCU is not required to disclose “*commercial in confidence*” information to the relevant staff or their respective representative/s (as defined in Clause 11).

51.5.5 Any outsourcing proposal that will have an impact on staff will be subject to the managing change provisions prescribed in this clause, except where this is not practicable in cases of emergency or in circumstances where buildings, plant, equipment, services or health and safety are threatened and appropriate University staff members are not readily available.

52. REDEPLOYMENT AND REDUNDANCY

This clause does not apply to staff on fixed term, Research Contingent Staff, casual employment or terminations due to disciplinary action.

52.1. Principles

- 52.1.1 Implementation of change and restructuring will, to the extent possible, emphasise retraining and redeployment options rather than redundancy.
- 52.1.2 Staff and management will engage in any workforce adjustment processes constructively and cooperatively.
- 52.1.3 Every reasonable effort will be made to ensure that job reductions occur through natural attrition and voluntary measures.
- 52.1.4 Transparent procedures and objective criteria will be used to identify positions as surplus.
- 52.1.5 A work unit may not refuse to accept a staff member awaiting redeployment who has a reasonable match of skills and experience for a vacant position.

52.2. Grounds for Redundancy

- 52.2.1 JCU may decide that the duties performed by a staff member are no longer required for reasons of a financial, technological, structural or similar nature. Such reasons may include (but are not limited to):
 - Financial and staffing constraints leading to the rearrangement of functions and classifications, reduced demand or other workload factors, technological change and development, or legislative change;
 - A decrease in student load or a decision to cease offering, or variation of the academic content in, any academic program or course or combination or mix of courses or subjects conducted on one or more campuses, financial exigency within an organisational unit or cost centre, and/or changes in technology or work methods;
 - Organisational productivity improvement or a restructure within the staff member's work area.

52.3. Notice of Redundancy

- 52.3.1 JCU will act in accordance with Clause 51, *Change Management and Consultation*, and where a decision is made that a staff member's position is no longer required, notice under this clause will be provided.
- 52.3.2 A staff member whose position is no longer required, will be advised in writing that the role has become redundant, the reasons why this is to occur and the timeline for this action.
- 52.3.3 The staff member will also be advised that they can seek assistance from a representative (as defined in Clause 11) and will be provided with a copy of this clause and the relevant policies and procedures.
- 52.3.4 The staff member will be entitled to a Notice Period of 8 weeks from the date of written notice.

- 52.3.5 The staff member may be redeployed within the 8 week Notice Period in accordance with Clause 52.4, Redeployment below.
- 52.3.6 A staff member may apply to have the 8 week Notice Period extended if he or she has taken personal/sick leave on account of illness during this period. The Director HRM will not unreasonably reject such applications. Where accepted, the notice will be extended by the period of leave covered by a medical certificate, up to a maximum of six (6) weeks.

52.4. Redeployment

- 52.4.1 JCU will seek to redeploy a staff member whose position is no longer required into a suitable alternative position within eight (8) weeks of the position being confirmed redundant.
- 52.4.2 A suitable alternative position means a position which has substantially the same duties, classification level and career standing as the redundant position, for which the staff member currently possesses the skills and experience (or could reasonably be expected to develop the required skills within a limited period) to satisfactorily perform the duties of the position.
- 52.4.3 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.
- 52.4.4 Where JCU 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.
- 52.4.5 Redeployment may include transfer to a suitable position elsewhere in JCU, that is occupied by a staff member with continuing employment who expresses interest in terminating his or her employment with the University by way of a voluntary redundancy
- 52.4.6 Where a staff member agrees to be redeployed to a position with a lower classification, salary maintenance of twenty six (26) weeks will be paid at the pre-transfer salary rate.
- 52.4.7 After receiving salary maintenance for a period of twenty six (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.
- 52.4.8 Staff who wish to use the redeployment period to find alternative work outside JCU, will be provided with reasonable outplacement support and time for job search activities and attending interviews without loss of pay; and, where agreed by the Director, HRM a program of training, reasonable travel and other expenses associated with these activities.
- 52.4.9 Staff will not be entitled to a redundancy payment where JCU offers a suitable alternative position.

52.5. Date of Termination of Employment

- 52.5.1 If the staff member cannot be redeployed within the 8 week Notice Period, JCU 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 52.6.1 below.
- 52.5.2 Should the staff member not wish to seek to be considered for redeployment, he or she may cease employment with JCU on a date agreed between the staff member and the University.
- 52.5.3 A staff member who has chosen to be redeployed may at any time in the notice period advise that they no longer wish to seek redeployment , and may cease employment with JCU on a date agreed.
- 52.5.4 The termination date shall be no later than the expiration of the 8 week Notice Period, or a later date by agreement between the Staff Member and JCU.
- 52.5.5 If the date of termination falls within the 8 week Notice Period, the staff member will be paid the balance of the notice period remaining.

52.6. Redundancy Payment

- 52.6.1 A redundancy payment will comprise (A) + (B) + (C) + (D), plus the remaining balance of notice period (if any), as prescribed in Table 1 of this Clause 52.6.1, provided that (A) + (B) will not exceed 70 weeks in total.

TABLE 1		
A	Age of Staff Member	Weeks
	45 years or over	22 weeks
	40-44 years	20 weeks
	39 years or under	18 weeks
B	Each completed year of continuous service by the staff member	Weeks
	Less than and equal to 10 years	3 weeks for every year
	More than 10 years	2 weeks for every year in excess of 10 years
C	Payment of accrued Annual Leave and Annual Leave loading at date of termination.	
D	Payment of accrued and pro-rata Long Service Leave at date of termination.	

- 52.6.2 All payments will be calculated on the staff member's weekly base rate of pay for his or her ordinary hours of work except where staff are regularly paid shift or penalty rates, where the salary used for calculation purposes will be based on the average of the staff member's fortnightly salary calculated over the preceding twelve months (including superannuable shift and penalty payments), at the date of ceasing employment.
- 52.6.3 For staff who have worked a mix of full-time and part-time during their period of service, calculations will be based on the equivalent years of service at their employment fraction on the date of ceasing employment. For staff who have held casual appointments those will not be included in the calculations.

53. RESOLVING WORKPLACE GRIEVANCES AND COMPLAINTS

53.1. Principles

- 53.1.1 JCU will maintain and apply a fair and transparent process for the resolution of grievances raised by staff regarding employment related matters. Negotiation and conciliation are the guiding principles to be applied by all parties when attempting to resolve grievances.
- 53.1.2 JCU Grievance Resolution Policy and Procedures emphasise a collegial approach to grievance resolution through informal procedures and mediation that are designed to lead to a prompt and fair resolution of difficult problems.
- 53.1.3 Where JCU is required by legislation to deal with a particular matter in another way, or the matter is able to be dealt with under Clause 56, this procedure shall not be available, in which case a senior nominee from HRM will advise the aggrieved staff member of the alternative procedures available.
- 53.1.4 At any stage during the workplace grievance, a staff member may nominate a representative (as defined in Clause 11) to represent them.

53.2. General Provisions

- 53.2.1 Where a University decision, action or inaction, gives rise to a grievance, JCU will, where possible refrain from such action, inaction, policy change or decision during the period that it takes for the grievance to be resolved. The status quo of the staff member concerned shall, where possible, remain unchanged in all other respects.
- 53.2.2 Where two (2) or more staff members believe they have a common grievance they may initiate these grievance resolution procedures jointly and the matter shall be dealt with as a single grievance.
- 53.2.3 Grievance resolution procedures shall not be used to challenge decisions of JCU Council, or/and procedures required by industrial legislation, regulations, awards or duly executed agreements between the employer and a relevant Union.
- 53.2.4 JCU agrees not to seek decisions of Council concerning any matter during the period the matter is subject to these procedures.
- 53.2.5 Matters raised under this Clause may be withdrawn by the staff member or their representative (as defined in Clause 11), by notice in writing to the Director HRM (or nominee).
- 53.2.6 Offers of compromise as well as agreements reached during this grievance resolution procedure shall not constitute precedents in regard to other similar grievances and are without prejudice to positions which the staff member, their representative (as defined in Clause 11), or JCU might take in the future.
- 53.2.7 If the matter is not resolved after the parties have worked through the grievance process as set out in this clause, either party has the right to refer the matter to the Fair Work Commission for resolution. Parties agree to be bound by the decision of Fair Work Commission.

53.3. Grievance Policy and Procedure

Grievance resolution will be carried out in accordance with the Grievance Resolution Policy and Procedure. This Policy and Procedure will not be amended without agreement from the JCC.

54. MISCONDUCT / SERIOUS MISCONDUCT

54.1. General Principles

- 54.1.1 The principles of procedural fairness and natural justice will be applied to all Misconduct and Serious Misconduct processes outlined in this clause.
- 54.1.2 Matters involving underperformance are not considered Misconduct and are dealt with separately under Clause 42, *Managing Underperformance*.
- 54.1.3 Staff may choose to be represented in all/any meetings or discussions under this Clause 54 as provided for in Clause 11, *Staff Support and Representation*.
- 54.1.4 In the event of allegations of Serious Misconduct, the parties acknowledge that JCU may have an obligation to refer the conduct to the Crime and Misconduct Commission. The parties acknowledge that such referral may impact on the timeframes and ability for JCU to respond and investigate matters under this clause.
- 54.1.5 The confidentiality of all parties involved in the management of Misconduct and Serious Misconduct processes will be respected and all information gathered and recorded will remain confidential, subject to JCU's obligations:
- a) to discharge its responsibilities under an Act or University policy;
 - b) for a proceeding in a court or tribunal; or
 - c) unless the person to whom the confidential information relates, consents in writing to the disclosure of the information or record; or if no consent is obtainable and such disclosure is unlikely to harm the interests of the person affected; or
 - d) unless the information is already in the public domain.

54.2. Misconduct

54.2.1 Initial Informal Action

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:

- the specific conduct concerns;
- any specific corrective action required;
- referral to any appropriate assistance and/or counselling required to address the issue/s; and
- a reasonable timeframe in which to address the issue/s.

54.2.1.1 Where the line manager determines that the staff members' conduct does not constitute misconduct, the staff member will be advised and no further action will be taken under this clause.

- 54.2.1.2 The line manager and staff member will discuss reasons for the alleged Misconduct and, if necessary the supervisor should seek, in the first instance, to improve the staff member's conduct through reasonable guidance, counselling or other appropriate action.
- 54.2.1.3 The line manager will review progress towards improving the identified conduct issue/s with the staff member regularly during the period of review.
- 54.2.1.4 Where the staff member's conduct is satisfactorily resolved through informal action, no further action will be taken.
- 54.2.1.5 Where the matter has not been resolved through initial discussions/actions or it is not appropriate due to the nature of the allegations the line manager will refer the matter to the Director HRM for consideration.
- 54.2.1.6 The Director HRM can determine whether the matter can be resolved informally or warrants further investigation or formal allegations. Where the staff member's conduct is not satisfactorily resolved through informal action, formal action will be taken.

54.2.2 Formal Action

Where a line manager concludes that there are reasonable grounds for any allegation(s) of Misconduct against a staff member that if appropriate, cannot be informally resolved, JCU will investigate the allegations. Any investigation will include providing the staff member with an opportunity to respond to the allegations.

- 54.2.2.1 The Director HRM may appoint a person to investigate (Investigator) the allegations.
- 54.2.2.2 Where possible and practicable the investigation should be conducted within twenty (20) working days of the Investigator being appointed or the staff member being advised in writing of the allegations requiring their response.
- 54.2.2.3 The staff member will be offered the opportunity to be interviewed by the Investigator if one is appointed and nominate people to be interviewed if relevant to the allegations and/or to respond to the written allegations as part of the investigation.
- 54.2.2.4 Where the Director HRM is satisfied that Misconduct has occurred after considering all relevant evidence without reasonable excuse, the Director will provide the staff member with a further opportunity to make submissions as to why disciplinary action should not be taken.

Regardless of whether the staff member has responded or not responded, after giving the staff member an opportunity to respond, the Director HRM will review all evidence and:

- a) Where the Director HRM considers there has been no Misconduct or Misconduct has been unsubstantiated - the staff member will be advised within 10 working days;

- b) Where the Director HRM considers that there has been Misconduct, without reasonable excuse, the Director HRM will make a recommendation regarding appropriate disciplinary sanction(s) to the Senior Deputy Vice Chancellor and will provide the Senior Deputy Vice Chancellor with all relevant evidence including the staff members written responses.

54.2.2.5 The Senior Deputy Vice Chancellor will make a decision and will provide the staff member with written notice of their determination as to whether there has been any Misconduct and any disciplinary sanction within ten (10) working days of receipt of the Director HRM's recommendation. Disciplinary measures may include but are not limited to:

- Censure or counselling;
- Performance management plan; or
- Written warning.

54.3. Serious Misconduct

54.3.1 Managing Serious Misconduct Procedures

Where a line manager concludes that there are reasonable grounds for any allegation(s) of Serious Misconduct against a staff member, they will provide a written report to their next higher level line manager. The higher level line manager will firstly satisfy himself or herself that there are sufficient grounds for considering that Serious Misconduct may have occurred. If so satisfied they will report the matter in writing and provide all evidence to the Director HRM.

54.3.2 There is no requirement to undertake an informal process prior to commencing the following formal process for Serious Misconduct provided that there are sufficient grounds for considering that Serious Misconduct may have occurred.

54.3.3 The Director HRM may appoint an Investigator to investigate the allegations at any point during his or her review of the allegations. Where possible and practicable the investigation should be conducted and a report submitted to the Director HRM within twenty (20) working days of the investigator being appointed. The staff member will be offered the opportunity to be interviewed by the investigator if one is appointed and to nominate other people the Investigator should interview.

54.3.4 Where the Director HRM is satisfied that Serious Misconduct may have occurred, the Director will inform the staff member of the allegations of Serious Misconduct and will clearly outline the nature of those allegations in writing to the staff member. The staff member will have 10 working days from the receipt of the allegations to submit a written response.

54.3.5 Regardless of whether the staff member has responded or not responded to the allegations, the Director HRM will review all evidence and:

- a) Where the Director HRM considers there has been no Serious Misconduct or Serious Misconduct has been unsubstantiated, the staff member and the complainant(s) will be notified in writing within ten (10) working days .

b) Where the Director HRM considers that there has been Serious Misconduct, the Director HRM will make a recommendation regarding appropriate disciplinary sanction(s) to the Senior Deputy Vice Chancellor and will provide them with all relevant evidence including the staff members written responses.

54.3.6 The Senior Deputy Vice Chancellor will provide the staff member with written notice of his or her determination as to whether there has been any Serious Misconduct and any disciplinary sanction within ten (10) working days of receipt of the Director HRM's recommendation. Disciplinary measures may include but are not limited to:

- Censure or counselling;
- Withholding of an increment;
- Loss of one or more increments;
- Demotion by one or more classifications;
- Termination of employment.

54.4. Opportunity to provide final submission

With the exception of a censure, the staff member will have the opportunity to provide the Vice-Chancellor with a written submission as to why the penalty or termination of employment should not be imposed. Any such submission must be submitted within (5) working days of receipt of the Senior Deputy Vice Chancellor's notice of decision.

54.5. Final Determination by Vice-Chancellor

Upon receipt of any written submission the Vice-Chancellor will provide the staff member with a final written determination within 10 working days of receipt of the submission.

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

54.6. Suspension

The Senior Deputy Vice Chancellor may, at any time while the process for managing Misconduct is in progress, suspend a staff member with pay, or without pay.

54.6.1 Suspension of a staff member without pay may occur where the alleged Misconduct is of a nature that causes imminent and/or serious risk to the health or safety of a person; and/or the staff member's continued presence on campus otherwise presents a serious risk to JCU, its staff, students and/or visitors. Where this occurs, the staff member may draw on accrued annual leave or long service leave entitlements. Any lost salary and other entitlements will be reimbursed if it is ultimately determined there has been no Misconduct or Serious Misconduct. A staff member can only be suspended without pay for a maximum of twenty (20) working days. Where suspension without pay occurs and there is genuine hardship the Senior Deputy Vice Chancellor may direct that salary be paid.

54.6.2 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.

- 54.6.3 A staff member who has been suspended without pay may engage in external paid employment.
- 54.6.4 A staff member who has been suspended must not attend the grounds of JCU without prior approval from the Director HRM. The Director HRM will, on application by the staff member, consider granting permission for a staff member to attend a specific part of JCU for purposes such as preparing their response to the allegations.

55. REVIEW OF DECISIONS INCLUDING TO TERMINATE EMPLOYMENT

- 55.1. The sole and exhaustive rights and remedies of a staff member in relation to termination of employment are those under Part 3-2 of the Fair Work Act 2009, other Commonwealth laws and at common law.
- 55.2. Termination of, or a decision to terminate employment, cannot be reviewed under Clause 56, *Resolution of Agreement Disputes* specified in this Agreement.

56. RESOLUTION OF AGREEMENT DISPUTES

- 56.1. 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 workplace level by discussions between the staff member or staff members concerned and the relevant line manager within ten working days.
- 56.2. A dispute may be raised by a staff member or their representative (as defined in Clause 11), with Director HRM who will attempt to resolve the issues with the parties to the dispute.
- 56.3. JCU or a staff member who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.
- 56.4. The parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.
- 56.5. If discussions at the workplace level do not resolve the dispute, and appropriate steps have been taken, a party to the dispute may refer the matter to the Fair Work Commission.
- 56.6. The Fair Work Commission may deal with the dispute in 2 stages:
- 56.6.1 Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 56.6.2 If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- arbitrate the dispute; and
 - make a determination that is binding on the parties.
- 56.7. Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the Fair Work Act 2009.

- 56.8. While the parties are trying to resolve the dispute using the procedures in this clause:
- 56.8.1 A staff member must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - 56.8.2 Work shall continue in the normal manner;
 - 56.8.3 No industrial action shall be taken by any party to the dispute or to the Agreement;
 - 56.8.4 JCU shall not change work, staffing or the organisation of work if such is the subject of the dispute, or take any action likely to exacerbate the dispute.
- 56.9. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

SCHEDULE 1 - SALARIES

1.1. ACADEMIC STAFF FULL-TIME

Level	1/06/2013 3%	1/06/2014 3%	1/06/2015 3%	1/06/2016 3%
E	153,254	157,852	162,588	167,466
D10	119,717	123,309	127,008	130,818
20	123,659	127,369	131,190	135,126
30	127,606	131,434	135,378	139,439
40	131,550	135,496	139,561	143,748
C10	99,988	102,988	106,078	109,260
20	102,949	106,038	109,219	112,496
30	105,906	109,084	112,356	115,727
40	108,866	112,133	115,497	118,962
50	111,821	115,176	118,631	122,190
60	114,785	118,228	121,775	125,429
B10	82,233	84,700	87,242	89,859
20	85,195	87,751	90,384	93,095
30	88,150	90,795	93,519	96,325
40	91,112	93,845	96,661	99,561
50	94,070	96,892	99,799	102,793
60	97,031	99,942	102,941	106,029
A10	58,587	60,345	62,155	64,020
20	61,717	63,568	65,475	67,439
30	64,873	66,819	68,824	70,889
40	68,031	70,072	72,174	74,339
50	70,594	72,712	74,893	77,140
60	73,158	75,353	77,614	79,942
70	75,723	77,995	80,335	82,745
80	78,286	80,635	83,054	85,546

1.2. PROFESSIONAL AND TECHNICAL STAFF FULL-TIME

LEVEL	STEP	1/06/2013 3%	1/06/2014 3%	1/06/2015 3%	1/06/2016 3%
HEWL01 *Research Worker	10	41,109	42,343	43,613	44,922
	20	41,989	43,249	44,547	45,883
	30	42,869	44,156	45,480	46,845
HEWL02 *Research Worker	10	44,188	45,514	46,880	48,286
	20	45,293	46,652	48,051	49,493
	30	45,951	47,330	48,750	50,212
HEWL03 *Research Worker	10	46,390	47,782	49,216	50,693
	20	48,155	49,599	51,088	52,620
	30	49,913	51,411	52,953	54,542
	40	51,893	53,450	55,054	56,705
HEWL04 *Research Worker	10	52,995	54,585	56,223	57,910
	20	54,098	55,721	57,393	59,114
	30	55,197	56,853	58,559	60,316
	40	56,297	57,986	59,725	61,517
HEWL05 *Research Worker	10	57,398	59,120	60,894	62,721
	20	60,038	61,839	63,694	65,605
	30	62,683	64,563	66,501	68,496
	40	65,103	67,056	69,068	71,140
HEWL06 *Research Worker	10	66,205	68,191	70,237	72,344
	20	67,964	70,003	72,103	74,267
	30	69,726	71,818	73,972	76,192
	40	71,706	73,857	76,073	78,356
HEWL07 *Research Worker	10	72,807	74,991	77,241	79,558
	20	75,450	77,713	80,045	82,447
	30	78,090	80,433	82,846	85,331
	40	80,510	82,926	85,414	87,976
HEWL08	10	81,613	84,062	86,584	89,182
	20	85,575	88,143	90,787	93,511
	30	89,538	92,225	94,991	97,841
	40	93,719	96,531	99,427	102,410
HEWL09	10	94,848	97,693	100,624	103,643
	20	96,579	99,477	102,461	105,535
	30	98,340	101,291	104,329	107,459
	40	100,322	103,332	106,432	109,625
HEWL10	A	101,424	104,467	107,601	110,830
HEWL10	B	111,686	115,037	118,488	122,043

1.3. CASUAL ACADEMIC STAFF

Casual Lecturing

Rate	1/06/2013	1/06/2014	1/06/2015	1/06/2016
	3%	3%	3%	3%
A	161.56	166.41	171.40	176.54
B	215.41	221.87	228.53	235.39
C	269.28	277.36	285.68	294.25
D	107.70	110.93	114.26	117.69

Casual Tutoring

Rate	1/06/2013	1/06/2014	1/06/2015	1/06/2016
	3%	3%	3%	3%
E	116.25	119.74	123.33	127.03
F	77.49	79.81	82.20	84.67
G	138.33	142.48	146.75	151.15
H	92.22	94.99	97.84	100.78

Undergraduate Clinical Nurse Education

Rate	1/06/2013	1/06/2014	1/06/2015	1/06/2016
	3%	3%	3%	3%
L	77.49	79.81	82.20	84.67
M	58.11	59.85	61.65	63.50
N	92.22	94.99	97.84	100.78
O	69.17	71.25	73.39	75.59

Casual Marking

Rate	1/06/213	1/06/2014	1/06/2015	1/06/2016
	3%	3%	3%	3%
P	53.86	55.48	57.14	58.85
Q	38.75	39.91	41.11	42.34
R	46.11	47.49	48.91	50.38

Other Required Academic Activities

Rate	1/06/213	1/06/2014	1/06/2015	1/06/2016
	3%	3%	3%	3%
S	38.75	39.91	41.11	42.34
T	46.11	47.49	48.91	50.38
U	80.99	83.42	85.92	88.50

SCHEDULE 2 – LOADINGS AND ALLOWANCES

Loading/Allowance	Staff Member Category	Entitlement	Conditions
Higher Duties	HEWL 2 to HEWL 9 staff	The difference between the salary of the person performing the higher duties and the first incremental point on the higher level.	HEWL 2 - HEWL 9 staff required to undertake work at a higher level for a continuous period of at least 5 working days will be paid at the higher level.
	HEWL 10 staff	The higher duties allowance 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).	HEWL 10 staff who are required to undertake work at a higher level for a continuous period of more than ten (10) working days will be paid a percentage of the higher level as determined by the Director HRM and Head of Work Unit in consultation with the staff member.
	Academic Staff	Academic Staff who are required to undertake work at a higher level for a continuous period of more than twenty (20) working days will be paid at the higher level, including periods of authorised leave where the higher duties would have otherwise continued	Work performed at a higher level for twenty working days or less will be considered as part of the annual performance assessment and higher duties allowance will not be paid.
Indigenous Language Allowance	Eligible staff of JCU	<ul style="list-style-type: none"> • Level 1: \$1,165 per annum • Level 2: \$1,641 per annum 	As detailed in JCU Policy.
On-Call Allowance	Staff rostered to remain immediately contactable outside of the staff member's normal hours of duty to attend critical facilities in the event of systems failure.	<ul style="list-style-type: none"> • Allowance of \$260.00 per week. • Overtime at prescribed rate for a minimum of 4 hours per call-out. • Travelling time to be included in call-out. • Kilometre allowance as detailed in JCU Travel Policy. 	<ul style="list-style-type: none"> • A roster to be agreed between staff member and line manager. • Pro-rata for part time appointments. • Allowance is not paid whilst staff member is on leave. • Staff who are not on-call, may be contacted in an after-hours emergency situation subject to their availability. In such circumstances, on-call allowance will not apply, but the staff member will be entitled to overtime in accordance with Clause 31, Overtime P&T Staff, if the staff member undertakes work.
Overtime Meal Allowance	Staff required to work overtime for more than one hour after ordinary ceasing time or for more than four hours on Saturday or Sunday.	<ul style="list-style-type: none"> • Allowance of \$15.00. 	<ul style="list-style-type: none"> • A meal of reasonable quality may be supplied by JCU in lieu of payment.

Clinical Allowance	Academic Staff who meet eligibility criteria as detailed in Clause 29.3.	<p>Clinical Allowance 1: (1/3 allowance)(\$7,835 pa). Paid to professionally qualified and Australian registered medical, dental and veterinary practitioners within the School of Medicine and Dentistry and School of Veterinary and Biomedical Sciences who, as part of their role are required to assume clinical responsibilities through teaching or research.</p> <p>Clinical Allowance 2: (2/3 allowance)(\$15,676 pa). Paid to professionally qualified and Australian registered medical, dental and veterinary practitioners within the School of Medicine and Dentistry and School of Veterinary and Biomedical Sciences who, as part of their role, have significant responsibility for diagnosis and patient care.</p> <p>Clinical Allowance 3: (full allowance)(\$23,513 pa). Paid to professionally qualified and Australian registered specialist medical, specialist dental and specialist veterinary practitioners within the School of Medicine and Dentistry and School of Veterinary and Biomedical Sciences who, as part of their role, have significant responsibility for diagnosis and patient care and possess at least ten (10) years relevant experience.</p>	<ul style="list-style-type: none"> • Superannuable allowance. • Pro-rata for part time appointments. • Must be registered to practice as required by national or state accreditation. • Loading determined by Head of Work Unit.
ITR After Hours Mobile Phone Contact Allowance	ITR staff deemed essential in the provision of after-hours services	<ul style="list-style-type: none"> • Allowance of \$67.50 each week for staff members willing to be recalled to make their best endeavour to rectify service. • Kilometre allowance as detailed in JCU Travel Policy if required to attend campus. • Overtime in accordance with Clause 31.6, Overtime P&T Staff. 	<ul style="list-style-type: none"> • Staff can only be expected to participate in the scheme if it was an express provision of their contract of employment or by mutual agreement.
Chief Fire Warden	Staff members who hold such appointments in addition to their normal duties and are approved by the relevant Health & Safety Committees.	<ul style="list-style-type: none"> • Allowance of \$22.51 per week from date of occupying position. • Pro rata for specific periods. 	<ul style="list-style-type: none"> • Non-superannuable. • Training to be provided. • Position Description to be provided.

First Aid	Staff members who hold such appointments in addition to their normal duties and are approved by the relevant Health & Safety Committees.	<ul style="list-style-type: none"> • Allowance of \$22.51 per week from date of occupying position. • Pro rata for specific periods. 	<ul style="list-style-type: none"> • Non-superannuable. • Training to be provided. • Position Description to be provided.
Health and Safety Representative (Volunteers)	Staff members who volunteer and are elected as a Health and Safety Representative.	<ul style="list-style-type: none"> • Allowance of \$22.51 per week from date elected. 	<ul style="list-style-type: none"> • Training to be provided.
Electrical Safety Allowance	Staff who: <ul style="list-style-type: none"> - hold a recognised electrical trade qualification; - are employed in a tradesperson position; and - are required to use an unrestricted electrical licence. 	<ul style="list-style-type: none"> • 15% of salary. • Paid time to fully comply with Electrical Safety Act. 	<ul style="list-style-type: none"> • Non-superannuable. • Costs of compliance met by JCU. • Pro-rata for part-time staff.
Competency Allowance for Tradespersons	Staff who hold a recognised trade based qualification, use that trade qualification in their position and are employed in a tradesperson position.	<ul style="list-style-type: none"> • As detailed in JCU Competency Pay for Tradespersons Policy. 	<ul style="list-style-type: none"> • Non superannuable. • Pro-rata for part-time staff.
Locality Allowance	Full-time, Part-time and Casual staff members	<ul style="list-style-type: none"> • As detailed in Table 2. 	<ul style="list-style-type: none"> • Part-time and Casual staff members paid pro-rata.
Travel Allowance	Staff who travel on University business	<ul style="list-style-type: none"> • As detailed in JCU Travel Policy. 	<ul style="list-style-type: none"> • Staff must ensure travel is approved prior to being booked and undertaken.
Vehicle Allowance	Staff members required to use their own motor vehicle on University business.	<ul style="list-style-type: none"> • As detailed in JCU Travel Policy. 	<ul style="list-style-type: none"> • Where a staff member is authorised to use their own motor vehicle in the performance of their duties.
Camping Allowance	Staff members on field trips.	<ul style="list-style-type: none"> • As detailed in JCU Travel Policy. 	<ul style="list-style-type: none"> • Paid in camping style accommodation only.
Tool Allowance	Electricians, Electrical Fitters, Refrigeration Mechanics, Motor Mechanics, Carpenters, Plumbers who are required to use their own tools.	<ul style="list-style-type: none"> • Allowance of \$45.01 per fortnight. 	<ul style="list-style-type: none"> • Allowance does not apply if such tools are provided by JCU.
Extreme and/or Unpleasant Conditions Allowance	Electricians, Electrical Fitters, Refrigeration Mechanics, Motor Mechanics, Carpenters, Plumbers.	<ul style="list-style-type: none"> • Allowance \$0.60 per hour. • Staff members handling charcoal used in refrigeration chambers, cleaning covered drains or septic tanks shall be paid time and one quarter. 	<ul style="list-style-type: none"> • Safety equipment and adequate training to be provided.
Sanitary Allowance	Staff members required to clean toilets.	<ul style="list-style-type: none"> • Allowance of \$13.50 per fortnight. 	<ul style="list-style-type: none"> • Cleaners allowed 5 minutes paid per day for changing clothes.
Furniture Handling Allowance	Staff members required to handle, cart or deliver office furniture or equipment including all cleaning staff	<ul style="list-style-type: none"> • Allowance of \$216.32 per annum. 	<ul style="list-style-type: none"> • Staff required to handle or cart furniture on an as required basis.

Table 2 **Locality Allowance**

The locality allowance has been incorporated into the base salary rate for all staff and accordingly no additional locality allowance is payable for Townsville, Cairns and Mackay.

Location	Academic and Related Research Staff – Continuing and Fixed Term (\$ per fortnight)	Research Workers (HEWL 1-6) Continuing and Fixed Term (\$ per Fortnight)	Professional and Technical Staff (HEWL 1-9) Continuing and Fixed Term (\$ per fortnight)
Daintree Rainforest Observatory	\$25.40	\$57.10	\$19.75
Fletcherview	\$11.80	\$43.50	\$12.95
Horn Island / Thursday Island	\$179.70	\$211.40	\$96.90
Mount Isa	\$37.10	\$68.80	\$25.60
Orpheus Island	\$44.70	\$76.40	\$29.40

NB. Part time staff receive payment pro-rata at the appropriate rate.

Australian Postdoctoral Fellows are excluded – no locality allowance is payable.

SCHEDULE 3 – SENIOR STAFF APPOINTMENTS

1. JCU may enter into a fixed term contract of employment pertaining to the employment of Senior Staff.
2. Where JCU enters into a contract of employment with Senior Staff, the terms and conditions of their employment will be set out in that contract of employment, and will be underpinned by the terms and conditions of this Enterprise Agreement.
3. Except as provided by at Clause 4 of this schedule, the following clauses of the Enterprise Agreement will not apply to Senior Staff:
 - (a) Clause 19.5 - Severance;
 - (b) Clause 52 - Redeployment and Redundancy;
 - (c) Clause 37 - Notice period; and
 - (d) Clause 41 - Performance Management Framework.

These matters will be determined as outlined in the Senior Staff member's contract of employment, or, where the contract of employment is silent, by the National Employment Standards as contained in the Fair Work Act 2009 (Cth).

4. Redeployment and Termination arrangements - Introduction of significant change
 - 4.1. Notwithstanding the above, where JCU proposes to introduce a significant change that will have a significant effect on Senior Staff, Senior Staff will be consulted of such change in accordance with Clause 51, *Change Management and Consultation*.
 - 4.2. Following consultation, if the Senior Staff position is not required JCU may:
 - (a) identify opportunities for redeployment, having regard to the skills, qualifications and experience of the staff member and the operational needs of JCU;
 - (b) where possible offer the staff member alternative acceptable employment under a fixed term contract for the same or greater period of the balance of the current term. In these circumstances the staff member will not be entitled to any additional payment; or
 - (c) terminate the contract. In these circumstances a fixed term Senior Staff Member will be entitled to payment of severance in accordance with clause 19.5.4 or the balance of the contract, whichever is greater.

SCHEDULE 4 – CLASSIFICATION DESCRIPTORS

Table 1 Academic Position Classification Standards

LEVEL A

GENERAL STANDARD

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

SPECIFIC DUTIES

Specific duties required of a Level A academic may include:

- The conduct of tutorials, practical classes, demonstration workshops, student field excursions, online teaching, clinical sessions and/or studio sessions.
- The preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity.
- The conduct of research.
- Involvement in professional activity.
- Consultation with students.
- Marking and assessment primarily connected with subjects in which the academic teaches.
- Production of teaching materials for students for whom the academic has responsibility.
- Development of subject material with appropriate guidance from the subject or course co-ordinator.
- Limited administrative functions primarily connected with subjects in which the academic teaches.
- Acting as subject co-ordinator provided that skills and experience demonstrate this capacity.
- Attendance at discipline and/or work unit meetings and/or membership of a limited number of Committees.

A Level A academic will not be required to teach primarily in subjects which are offered only at Masters level or above.

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

The most complex levels of subject co-ordination should not be carried out by a Level A academic.

SKILL BASE

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

LEVEL B

GENERAL STANDARD

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

SPECIFIC DUTIES

Specific duties required of a Level B academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, online teaching, clinical sessions and studio sessions.
- Initiation and development of subject material including input into associated curriculum.
- Acting as subject co-ordinators.
- 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.
- Involvement in professional activity.
- Development of course material with appropriate advice from and support of more senior staff.
- Marking and assessment.
- Consultation with students.
- A range of administrative functions the majority of which are connected with the subjects in which the academic teaches.
- Attendance at discipline and/or work unit meetings and/or membership of a number of committees.

SKILL BASE

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

LEVEL C

GENERAL STANDARD

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

SPECIFIC DUTIES

Specific duties required of a Level C academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, online teaching, clinical sessions and studio sessions.
- Initiation and development of course material including associated curriculum.
- 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.
- Significant role in research projects including, where appropriate, leadership of a research team.
- Involvement in professional activity.
- Consultation with students.
- Broad administrative functions
- Marking and assessment
- Attendance at discipline and/or work unit meetings and a major role in planning or committee work.

SKILL BASE

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

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.

LEVEL E

GENERAL STANDARDS

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

SPECIFIC DUTIES

Specific duties required of a level E academic may include:

- Provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area.
- The conduct of research.
- Fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines.
- Development of research policy.
- Primary or co-advisor of honours and postgraduate students engaged in course work.
- Primary or co-advisor of the program of study of honours and postgraduate research students engaged in course work.
- Making a distinguished personal contribution to teaching at all levels.
- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The preparation and delivery of lectures and seminars
- Consultation with students.
- Marking and assessment.
- Playing an active role in the maintenance of academic standards and in development of educational policy and of curriculum areas within the discipline.
- Developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution.
- Participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

SKILL BASE

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

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.

Research Fellow (Equivalent to Academic Level B)

General Standard

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

Specific Duties

Specific Duties may include:

- Conduct of research independently or as a member of a team and the production of published works in refereed journals, books, conference and seminar papers or the production of creative works.
- Supervision of research support and technical staff in relevant research projects.
- Financial management of research projects.
- Preparation of submissions for external research funding.
- Involvement in professional activities, including contributions such as conferences and seminars in the field of expertise.
- Primary or co-advisor of honours and postgraduate students in area of expertise and examination of honours and postgraduate theses.
- Contributions to teaching programs in area of expertise consistent with the conditions of the award.
- Contribution to the research culture, intellectual activities and outputs of the work unit and relevant research centres, institutes, clusters or groups.

Skill Base

A Research Fellow must have a doctoral degree and evidence of significant research outputs.

Research Fellow (Equivalent to Academic Level C)

General Standard

A Senior Research Fellow is expected to make independent and original contributions to research within the field in which the appointment is made and contribute to the development and leadership of research within the work unit.

Specific Duties

Specific Duties may include:

- Conduct of research independently or as a member or leader of a team 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 management of research projects or programs.
- Responsibility for preparation of submissions for external research funding.
- Promotion of research links with external bodies.
- Primary or co-advisor of honours and postgraduate students in area of expertise and examination of honours and postgraduate theses.
- Contributions to teaching programs in areas of expertise consistent with the conditions of the award.
- Contributions to the research culture, intellectual activities and outputs of the work unit and relevant research centres, institutes, clusters or groups.

Skill Base

A Senior Research Fellow must have significant postdoctoral experience and a national profile in the relevant research field.

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 JCU.
- 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.

Professorial Research Fellow (Equivalent to Academic Level E)
--

General Standards

A Professorial Research Fellow is expected to exercise a special responsibility in providing leadership and fostering excellence in the field of expertise within the work unit and JCU, and the research and general community. A professorial research fellow is expected to have an international reputation and the capacity to promote research activities at this level.

Specific Duties

Specific Duties may include:

- Making a distinguished contribution to the conduct of research within the work unit through the publication of research work or through the production of creative works.
- Fostering a profile of international excellence in the relevant areas of JCU.
- Fostering the research activities of individuals and teams within the work unit.
- Development of research policy and contributions to the strategic planning of JCU's research profile and programs.
- Responsibility for the strategic planning, co-ordination, maintenance and renewal of funding in the relevant research field.
- Oversight of staff and financial management of relevant research projects or programs.
- Establishment and/or promotion of research links which enhance the profile of the field in 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 postgraduate research students, development of policy relating to honours and postgraduate research programs, design of honours and postgraduate research programs, and examination of honours and postgraduate theses.
- Substantial contribution to the leadership, research culture, intellectual activities and outputs of the work unit and relevant research centres, institutes, clusters or groups

Skill Base

A Professorial Fellow must have substantial postdoctoral research experience, position of international leadership in his or her field of expertise and a distinguished record of research and scholarly excellence in the relevant 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 gains in skill and experience.

Skill Base

A Research Officer will normally have completed four years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional experience. In many cases a position at this level will require an honours degree or higher qualifications, an extended professional degree, or a three year degree with a postgraduate diploma. 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.

SENIOR RESEARCH OFFICER (Equivalent to Academic Level B)

General Standard

A Senior Research Officer is expected to carry out independent and/or team research/consultancy within the field in which the appointment is made and to carry out activities to develop research/consultancy expertise relevant to the particular field of research/consultancy.

Specific Duties

Specific duties may include:

- The conduct of research/consultancy activities either as a member of a team or independently, and the production of conference and seminar papers, reports and publications from the research/consultancy.
- Supervision of support research staff involved in the staff member's research/consultancy.
- Guidance in the research/consultancy effort of junior research staff in the staff member's research/consultancy area.
- Contribution to the preparation, or where appropriate individual preparation, or research/consultancy proposal submissions to external funding bodies.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Administrative functions primarily connected with the staff member's area of research/consultancy.
- 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/or membership of a limited number of committees.

Skill Base

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

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 interdisciplinary 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

A Senior Principal Research Officer is expected to make major original contributions to the research/consultancy enterprise of the area in which the appointment is made and to play a significant role within their profession or discipline. Research staff at this level may be appointed in recognition of marked distinction in their area of research/consultancy or scholarship.

Specific Duties

The specific duties may include:

- The conduct of independent research/consultancy activities where the staff member may work as part of a team and the production of conference and seminar papers, reports and publications from that research/consultancy.
- Supervision of support research and general staff.
- A major role in all aspects of major research/consultancy projects including management and/or leadership of large research/consultancy projects or teams.
- Supervision of the research/consultancy of less senior research staff.
- Promotion of research/consultancy proposal submissions to external bodies.
- Responsibility for the oversight of financial management of grants.
- 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.
- Higher level research/consultancy-related administrative function.
- Some involvement in the development of research/consultancy policy.
- 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.
- Significant contribution to the discipline in which the research/consultancy efforts of the staff are undertaken.

Skill Base

A Senior Principal Research Officer will normally have the same skill base as a Principal Research Officer. In addition there will be a requirement for academic excellence which may be evidenced by an outstanding contribution to research/consultancy and/or the profession.

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.

Table 4 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:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of Establishment methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad direction:	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff may be required. Performance will be measured against objectives.

DEFINITION 2**QUALIFICATIONS**

Year 12:	Completion of Year 12 of secondary school.
Trade certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition.
Post-trade certificate:	A course of study over and above a trade certificate and less than an advanced certificate.
Advanced certificate:	A two year part-time post-year 12 or post-trade certificate course, or a four year part-time course for those who have completed Year 10 only of secondary school.
Certificate	A two year full-time or four year part-time course, without a Year 12 prerequisite.
Associate diploma:	A two year full-time or four year part-time course with a Year 12 prerequisite.
Degree:	A recognised degree from a tertiary institution, consisting usually of three or four years full time study or part time equivalent, and sometimes combined with a one year diploma or Honours.
Postgraduate degree	A recognised postgraduate degree, over and above a degree as defined above.

Note: The above definitions also include equivalent recognised overseas qualifications

DEFINITION 3**CLASSIFICATION DIMENSIONS****Education, Training and Experience:**

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

Task Level:

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

Judgment & Problem Solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available. The dimension looks at how much of each of these qualities applies at each proposed classification level.

Supervision and Independence:

This dimension covers both the way in which positions are supervised, managed or held accountable, and the degree of independence which applies in the role of the position in supervising or managing other staff or contractors. Independence is also the extent to which a staff member can work independently without supervision or direction.

Organisational Relationships and Impact:

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

Typical activities and occupational equivalent criteria should not be used to determine classification decisions. They may, however, provide a useful cross-check on the outcomes obtained using the other descriptors, where:

- there is considerable variation in outcomes for the different descriptor dimensions;
- there is considerable disagreement during the final assessment over the classification of a position;
- the work undertaken within the position undergoing evaluation is very unfamiliar to some members of the assessment members.

Occupational Equivalent**JCU :**

Occupations typically falling within each proposed classification level.

Typical Activities:

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

RESEARCH WORKER LEVEL 1

EDUCATION, TRAINING AND EXPERIENCE

Research Workers Level 1 are not required to have formal qualifications or work experience upon engagement. Research Workers engaged at the base may need to be provided with structured on the job training.

TASK

Perform straightforward manual duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist

JUDGMENT AND PROBLEM SOLVING

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

SUPERVISION AND INDEPENDENCE

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

ORGANISATIONAL RELATIONSHIPS AND IMPACT

May provide straightforward information to others.

OCCUPATIONAL EQUIV. (JCU)

Cleaner, labourer.

TYPICAL ACTIVITIES

Perform a range of manual tasks.

RESEARCH WORKER LEVEL 2

EDUCATION, TRAINING AND EXPERIENCE

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

TASK

Perform a range of straightforward research tasks where procedures are clearly established. May on occasions perform more complex tasks under close supervision.

JUDGMENT AND PROBLEM SOLVING

Undertake tasks with reference to established research techniques and practices. Research Workers at this level will normally be expected to perform a combination of various routine tasks where the prearranged work priorities are set by the Head of work unit or more senior research staff.

SUPERVISION AND INDEPENDENCE

Routine supervision of straightforward research tasks, close supervision of more complex tasks

ORGANISATIONAL RELATIONSHIPS AND IMPACT

May provide general information/advice and assistance based on a broad knowledge of the work area/responsibility, including knowledge of the functions carried out.

OCCUPATIONAL EQUIV. (JCU)

Glassware attendant, grounds person/mailroom attendant, receptionist, administrative assistant

TYPICAL ACTIVITIES

Research Workers at this level may undertake duties involving straightforward data entry and retrieval and basic laboratory or technical work.

RESEARCH WORKER LEVEL 3

EDUCATION, TRAINING AND EXPERIENCE

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

- completion of a trades certificate; or
- completion of year 12 with relevant work experience; or
- equivalent relevant experience or combination of relevant experience and education/training

Research Worker Level 3 may require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma

TASK

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

JUDGMENT AND PROBLEM SOLVING

Exercise judgment on work methods and task sequence with specified timeliness and standard practices and procedures.

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.

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.

OCCUPATIONAL EQUIV. (JCU)

Post apprenticeship tradesperson, technical assistant/technical trainee, library assistant, clerk, administrative assistant/typist

TYPICAL ACTIVITIES

- orders supplies;
- assist in setting up routine experiments;
- monitor experiments for report to the Head of work unit or more senior research staff;
- assist with the preparation of specimens;
- care for animals, plants and microbe cultures.
- 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;
- provide clerical support to senior research staff, including setting up meetings and answering straightforward inquiries.
- process accounts for payment.
- undertake library or archival work
- process and collate information and data,
- assist with surveys, observations, field trials, tests and associated research activity.

RESEARCH WORKER LEVEL 4

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:

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

TASK

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

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 requires proficiency and expertise in a specialist area or broad knowledge of a range of functions

SUPERVISION AND INDEPENDENCE

A Research Worker Level 4 functioning in a technical position may receive routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels.
May undertake stand-alone work

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Perform research tasks/assignments which require proficiency in the work area and knowledge to how they interact with other related functions.

OCCUPATIONAL EQUIV. (JCU)

Scientific/technical assistant, administrative/secretarial above Level 3, advanced trades person.

TYPICAL ACTIVITIES

- work on complex engineering or interconnected electrical circuits
- exercise high precision trades skills using various materials and/or specialised techniques.
- develop new equipment to criteria developed and specified by others;
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up and using equipment for a range of experiments and demonstrations;
- operate equipment and prepare reports of a technical nature, as directed.
- be able to undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required.
- take responsibility for providing a full range of secretarial services in a research unit;
- plan and set up spreadsheets or database applications;
- maintain records;
- provide information to postgraduate research students.
- carry out or participate in surveys, investigations, analyses, tests, observations or field trials;
- undertake library or archival searches or related activities
- undertake case studies and collate relevant information
- assist with data analysis

RESEARCH WORKER LEVEL 5

EDUCATION, TRAINING AND EXPERIENCE

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

- completion of a degree without subsequent relevant work experience; or
- completion of an associate diploma and at least 2 years subsequent relevant work experience; or
- completion of post-trades certificate or advanced certificate and extensive relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

TASK

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way.

JUDGMENT AND PROBLEM SOLVING

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems.

SUPERVISION AND INDEPENDENCE

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

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Perform tasks/assignments which require proficiency in the work area and knowledge of how they interact with other related functions.

OCCUPATIONAL EQUIV. (JCU)

Graduate (i.e. degree) or professional, with limited subsequent work experience on entry

TYPICAL ACTIVITIES

In professional positions and under professional supervision work as part of a research team in a support role.

- develop new equipment to general specifications;
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up and using complex equipment for a range of experiments and demonstrations;
- prepare reports of a technical nature;
- carry out tasks described for a Level 4, but at a more advanced level;
- draft reports on the research tasks carried out;
- provide authoritative advice within area of specialisation.

RESEARCH WORKER LEVEL 6

EDUCATION, TRAINING AND EXPERIENCE

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

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

TASK

Perform work assignments guided by professional standards and/or technical expertise. Senior research workers would have a depth or breadth of expertise developed through extensive relevant experience and application.

JUDGMENT AND PROBLEM SOLVING

Within constraints set by a more senior research or academic staff, discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

SUPERVISION AND INDEPENDENCE

In professional positions, general direction; in other positions, broad direction. May have supervisory and line management responsibility for technical and other non-professional staff.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Senior Research Workers perform tasks/assignments which require proficiency in the work area and knowledge of how they interact with other related functions and to adapt those procedures and techniques as required by a more senior research or academic staff to achieve objectives.

OCCUPATIONAL EQUIV. (JCU)

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

TYPICAL ACTIVITIES

- manage a teaching or research laboratory or a field station;
- provide highly specialised technical services;
- set up complex experiments;
- design and construct complex or unusual equipment to general specifications;
- provide financial, policy and planning advice;
- monitor expenditure against budget in a small work unit.
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users;
- analyse less complex user and system requirements.

RESEARCH WORKER LEVEL 7

EDUCATION, TRAINING AND EXPERIENCE

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

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

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 workers would have a depth or breadth of expertise developed through extensive relevant experience and application.

JUDGMENT AND PROBLEM SOLVING

Discretion to innovate within own function and take responsibility for outcomes; design, development and testing of complex equipment, systems and procedures; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments. 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.

SUPERVISION AND INDEPENDENCE

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

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Senior Research Workers perform tasks/assignments which require proficiency in the work area and knowledge of how they interact with other related functions and to adapt those procedures and techniques under broad direction of a more senior research or academic staff to achieve objectives.

OCCUPATIONAL EQUIV. (JCU)

Senior librarian, senior technician, senior professional or scientific officer, senior administrator in a small less complex work unit.

TYPICAL ACTIVITIES

- combine specialist expertise and responsibility for managing a teaching or research laboratory or a major field station;
- responsibility for site visitors and workplace health and safety;
- acknowledged expertise in a specialised area or a combination of technical management and specialist research;
- set up complex experiments;
- design and construct complex or unusual equipment to general specifications;
- provide financial, policy and planning advice;
- monitor expenditure against budget;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users;
- analyse complex user and system requirements.

Table 5 Professional And Technical Staff Position Classification Descriptors

HIGHER EDUCATION WORKER LEVEL 1

Qualifications and/or Experience	Level one duties require no formal qualifications or work experience. Staff at this level will be provided with structured on-the-job training.
Supervision received	Close. Close supervision or routine supervision for more experienced staff working alone.
Supervision provided to others	None.
Knowledge	Basic. May provide straightforward information to others.
Task level/Work Complexity	Straightforward. Established procedures exist. Manual duties or elements of Level 2 duties under close supervision and structured on the job training.
Judgment and Problem solving	Limited. Resolve problems where alternatives are limited and the required action is clear or can be referred to higher levels.
Written Communication	Sound.
Oral Communication and Interpersonal Skills	Sound.

HIGHER EDUCATION WORKER LEVEL 2

Qualifications and/or Experience	<p>Level 2 duties typically require knowledge, training or experience relevant to the duties to be performed, or</p> <ul style="list-style-type: none"> ▪ Completion of year 12 without work experience; or ▪ Completion of Certificates I or II with related work experience; or ▪ An equivalent combination of experience and/or training.
Supervision received	<p>Close to routine.</p> <p>Routine supervision of straightforward tasks, close supervision of more complex tasks.</p>
Supervision provided to others	<p>None.</p>
Knowledge	<p>Basic to routine.</p> <p>Following training may provide general information/advice and assistance based on a broad knowledge of their work area/responsibility, including knowledge of functions and the location and availability of staff and services.</p>
Task level/Work Complexity	<p>Straightforward to routine.</p> <p>Perform a range of straightforward tasks where procedures are clearly established. May perform more complex tasks.</p>
Judgment and problem solving	<p>Limited to routine.</p> <p>Solve relatively simple problems with reference to established techniques and practices. May choose between a range of straightforward alternatives. Perform a combination of routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.</p>
Written Communication	<p>Sound.</p>
Oral Communication and Interpersonal Skills	<p>Sound to effective.</p>

HIGHER EDUCATION WORKER LEVEL 3

Qualifications and/or Experience	<p>Level 3 duties typically require a skill level which assumes and requires knowledge or training in administrative, trades or technical functions equivalent to:</p> <ul style="list-style-type: none"> ▪ Completion of a trades certificate or Certificate III; or ▪ Completion of Year 12, or Certificate II with relevant work experience; or ▪ An equivalent combination of experience and education and/or training.
Supervision received	<p>Routine.</p> <p>In technical positions, routine supervision, moving to general direction with experience.</p>
Supervision provided to others	<p>Beginning elements of Functional Supervision with guidance from more senior staff.</p> <p>This is the first level where supervision of other staff may be required.</p>
Knowledge	<p>Routine.</p> <p>Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.</p>
Task level/Work Complexity	<p>Routine.</p> <p>Apply knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.</p>
Judgment and problem solving	<p>Routine.</p> <p>Exercise judgment on work methods, task sequence with specified timelines and standard practices and procedures.</p>
Written Communication	<p>Sound to effective.</p>
Oral Communication and Interpersonal Skills	<p>Effective.</p>

HIGHER EDUCATION WORKER LEVEL 4

Qualifications and Experience	<p>Level 4 duties typically require a skill level that assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> ▪ Completion of a diploma level qualification and relevant work experience; or ▪ Completion of Certificate IV with relevant work experience; or ▪ Completion of post-trades certificate and extensive relevant experience and on the job training; or ▪ Completion of a Certificate III with extensive relevant work experience; or ▪ An equivalent combination of relevant experience and/or education and/or training.
Supervision received	<p>Routine to general.</p> <p>Routine supervision to general direction depending upon experience and the complexity of the tasks. May undertake stand-alone work.</p>
Supervision provided to others	<p>Functional Supervision and beginning elements of Line Management with guidance from more senior staff.</p> <p>May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels.</p>
Knowledge	<p>Routine to General.</p> <p>Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.</p>
Task level/Work Complexity	<p>Routine to some complexity.</p> <p>May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.</p>
Judgment and problem solving	<p>Routine to informed.</p> <p>Solve problems through the standard application of theoretical principles and techniques, expertise in a particular set of rules or regulations to make decisions standard technical training and experience to solve problems. May be responsible for co-ordinating a team to provide an administrative service.</p>
Written Communication	<p>Effective.</p>
Oral Communication and Interpersonal Skills	<p>Effective.</p>

HIGHER EDUCATION WORKER LEVEL 5

Qualifications and Experience	<p>Level 5 duties typically require a skill level that assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> ▪ Completion of a degree without subsequent relevant work experience; or ▪ Completion of an advanced diploma and at least one year of relevant work experience; or ▪ Completion of a diploma qualification and at least two years' relevant experience; or ▪ Completion of a Certificate IV and extensive relevant work experience; or ▪ Completion of a post-trades certificate and extensive relevant experience as a technician; or ▪ An equivalent combination of experience and/or education and/or training.
Supervision received	<p>General.</p> <p>In professional positions, routine supervision to general direction, depending on tasks involved and experience. In technical positions, general direction.</p>
Supervision provided to others	<p>Functional Supervision and elements of Line Management with some guidance from more senior staff.</p> <p>May supervise other staff.</p>
Knowledge	<p>Routine to general.</p> <p>Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.</p>
Task level/Work Complexity	<p>Some complexity.</p> <p>Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.</p>
Judgment and problem solving	<p>Informed.</p> <p>In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.</p>
Written Communication	<p>Effective to well developed.</p>
Oral Communication and Interpersonal Skills	<p>Effective to well developed.</p>

HIGHER EDUCATION WORKER LEVEL 6

Qualifications and Experience	<p>Level 6 duties typically require a skill level that assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> ▪ Completion of a degree with subsequent relevant experience; or ▪ Extensive experience and/or specialist expertise or broad knowledge in technical or administrative fields; or ▪ An equivalent combination of relevant experience and/or education and/or training.
Supervision received	<p>General to broad.</p> <p>In professional positions, general direction, in other positions, broad direction.</p>
Supervision provided to others	<p>Functional supervision and Line Management.</p> <p>May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional staff.</p>
Knowledge	<p>General.</p> <p>Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.</p>
Task level/Work Complexity	<p>Complex.</p> <p>Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.</p>
Judgment and problem solving	<p>Significant.</p> <p>Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques, and how they interact with other related functions and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.</p>
Written Communication	<p>Well Developed.</p>
Oral Communication and Interpersonal Skills	<p>Well Developed.</p>

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> <ul style="list-style-type: none"> ▪ 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.
Supervision received	<p>Broad.</p>
Supervision provided to others	<p>Functional based supervision and Line Management.</p> <p>May manage other administrative, technical and/or professional staff.</p>
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>
Judgment 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	<p>Well Developed to High.</p>
Oral Communication and Interpersonal Skills	<p>Well Developed to High.</p>

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> <ul style="list-style-type: none"> ▪ 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.
Supervision received	Broad.
Supervision provided to others	<p>Functional supervision and line management.</p> <p>May manage other administrative, technical and/or professional staff.</p>
Knowledge	<p>Broad.</p> <p>The staff 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.</p>
Task level/Work Complexity	<p>Complex and innovative.</p> <p>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.</p>
Judgment and problem solving	<p>High level.</p> <p>Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.</p>
Written Communication	High level.
Oral Communication and Interpersonal Skills	High level.

HIGHER EDUCATION WORKER LEVEL 9

Qualifications and Experience	<p>Level 9 duties typically require a skill level that assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> ▪ 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	<p>Broad to generally unguided.</p>
Supervision provided to others	<p>Functional supervision and line management. Will manage other administrative, technical and/or professional staff.</p>
Knowledge	<p>Broad to extensive. Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.</p>
Task level/Work Complexity	<p>Complex and innovative to advanced. Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.</p>
Judgment and problem solving	<p>High level to advanced. Responsible for program development and implementation. Provide strategic support and advice to work units requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.</p>
Written Communication	<p>High level.</p>
Oral Communication and Interpersonal Skills	<p>High level.</p>

HIGHER EDUCATION WORKER LEVEL 10

Qualifications and Experience	<p>Level 10 duties typically require a skill level that assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> ▪ Postgraduate qualifications and extensive relevant experience; or ▪ Proven expertise in the management of significant human, financial and physical resources.
Supervision received	<p>Generally unguided.</p>
Supervision provided to others	<p>Functional supervision and line management.</p> <p>Will manage other administrative, technical and/or professional staff.</p>
Knowledge	<p>Extensive.</p> <p>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.</p>
Task level/Work Complexity	<p>Advanced.</p> <p>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.</p>
Judgment and problem solving	<p>Advanced.</p> <p>Be fully responsible for the achievement of significant organisational objectives and programs.</p>
Written Communication	<p>High level.</p>
Oral Communication and Interpersonal Skills	<p>High level.</p>

TYPICAL WORK PERFORMED BY HEW LEVEL

Classification decisions are based on key responsibilities and other information provided in the position description as well as any other relevant information. Each position is assessed and classified according to the particular circumstances of that position. The following table provides a guide to the HEW Level that will normally be associated with typical positions in JCU.

HEW Level	TYPICAL POSITIONS	BROAD WORK LEVEL DESCRIPTIONS
1	Cleaner	Work at this level generally does not require any previous experience.
2	Gardener, Groundsperson, Trainee Administrative Officer	Work at this level is undertaken in accordance with clearly established procedures.
3	Administrative Assistant, Research Assistant, Retail Assistant, Maintenance Officer	Work at this level is normally undertaken within standard practices and procedures.
4	Administrative Assistant, Technical Assistant, Tradesperson	Work at this level is normally undertaken within standard practices and procedures with increasing interpretation of information or systems and provision of effective advice and/or creative solutions.
5	Administrative Officer, Technical Officer, Finance Officer, Research Worker, Personal Assistant	Work at this level is normally considered as a series of interactive elements requiring judgment and analytical thought.
6	Project Officer, Research Officer, Senior Administrative Officer, Senior Technical Officer, Senior Finance Officer, Senior Research Worker, IT Services Support Officer, Librarian, Team Leader	Work at this level normally provides for discretion to innovate within own function, undertake some planning functions and take responsibility for outcomes. Work may be broad across a range of functions or alternatively, may involve some degree of specialisation.
7	School Manager, Office Manager, Project Officer, Business Analyst, Team Leader, Specialist Technical Officer	Work at this level normally requires a comprehensive and broad knowledge of policies and procedures that impact across JCU. Alternatively, work at this level may be specialised within the relevant area of expertise.
8	Business Manager, Executive Officer, Policy Officer, Project Officer/Manager, Business Analyst, Manager	Work at this level may require management of a number of programs or services as well as staff units or teams. Normally involves work of a developmental or strategic nature.
9	Manager of a medium size Work Unit or Office	Work at this level normally requires management of a number of programs or services, senior administrative or professional staff and a high level of policy development and responsibility for resources. In addition, work is associated with accountability for performance of programs and outcomes that impact on organisational objectives or programs.

10	Senior Management position, Manager of a large Work Unit, Business Development Manager, General Manager, Associate Director, Deputy Director, Director	Work at this level normally requires management of a number of complex programs or services, senior administrative or professional staff and a high level of policy development and responsibility for significant resources. In addition, work is associated with high accountability for performance of programs and significant outcomes that impact on University-wide organisational objectives or programs.
----	--	---

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 full time study or part time equivalent, and sometimes combined with a one year diploma or Honours.
Postgraduate Qualification	A recognised postgraduate qualification, over and above a degree as defined above. Examples include a Graduate Certificate, Graduate Diploma, Masters, Professional Doctorate or PhD..

Note 1: JCU may prescribe a mandatory qualification where such a qualification is required for professional accreditation purposes, or where an appropriate case, based on the requirements of the position, can be made (e.g. Research Assistant positions, Graduate Trainees).

Note 2: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

DOMAIN MATRIX 2: SUPERVISION RECEIVED

	DIRECT OR CLOSE	ROUTINE	GENERAL	BROAD	GENERALLY UNGUIDED
Instructions received	<p>The incumbent is told in detail:</p> <ul style="list-style-type: none"> • What tasks to do • How to do them • When to do them 	<p>The incumbent is told in broad outline:</p> <ul style="list-style-type: none"> • What task to • How to do them • When to do them 	<p>The incumbent is told in some detail:</p> <ul style="list-style-type: none"> • What outcomes the individual is to achieve • When to achieve them by 	<p>The incumbent is told in broad outline:</p> <ul style="list-style-type: none"> • What outcomes need to be achieved by the work area • When to achieve them by • Who needs to be involved in achieving them 	<p>The incumbent contributes to determining:</p> <ul style="list-style-type: none"> • What outcomes need to be achieved by the unit • When to achieve them by • Who needs to achieve them
Independence or level of autonomy	<p>The incumbent has very limited if any independence—required to closely follow detailed work instructions. No variations permitted unless specifically authorised.</p>	<p>The incumbent determines specific steps and/or priorities; operates within the framework of established procedures/work routines.</p> <p>Some scope to rearrange work routines.</p>	<p>The incumbent determines priorities and specific work methods (for self and staff supervised) and has some scope to vary/choose from established procures; operates within the framework of established policies and work systems.</p>	<p>The incumbent takes part in policy and workplace decision making; operates within the framework of broad organisational policies and/or government policies/legislation.</p>	<p>The incumbent determines plans, policies and courses of action (for unit, work area and self) and makes proposals on these in the wider organisational context; operates within the framework of broad organisational goals and/or government policies/legislation.</p>
Level of Supervision	<p>Daily supervision work is checked step by step</p>	<p>Regular supervision every few days. The quantity and quality of work output is routinely monitored.</p>	<p>Regular supervision – weekly or fortnightly. Specific outcomes are reviewed.</p>	<p>Supervisory review – monthly. Broad outcomes are reviewed</p>	<p>Performance against strategies/targets is reviewed</p>

DOMAIN MATRIX 3: SUPERVISION PROVIDED TO OTHERS

‘Functional supervision’ means supervision related to the task requirements of the job, such as what work is to be performed (delegating), how it is to be done (instruction, training and monitoring) and when it is to be performed (priorities and organising).

‘Line management’ means supervision in its broader sense. It involves higher level functions relating to managing attendances, performance, interpersonal issues and the provision of strategic direction.

	Element	HEW Level									
		1	2	3	4	5	6	7	8	9	10
Functional supervision	Responsible for inductions of new staff	-	-	√**	√	√	√	√	√	√	√
	Responsible for on-the-job training or instruction	-	-	√**	√	√	√	√	√	√	√
	Responsible for Priorities, coordinate and monitor work	-	-	√**	√	√	√	√	√	√	√
	Provide information (day-to-day) feedback	-	-	√**	√	√	√	√	√	√	√
Line management	Responsible for approving leave and managing staff absences	-	-	-	√**	√	√	√	√	√	√
	Responsible for undertaking annual performance reviews	-	-	-	-	√**	√	√	√	√	√
	Manage issues relating to diminished performance or unsatisfactory conduct	-	-	-	-	√**	√	√	√	√	√
	Set direction and goals and motivate staff to achieve them	-	-	-	-	√**	√	√	√	√	√
	Facilitate resolution of grievances and other workplace relations issues (e.g. conflict)	-	-	-	-	-	√**	√	√	√	√

** These responsibilities may commence at these levels provided that there is guidance and direction from a more senior member of staff within the area

DOMAIN MATRIX 4: KNOWLEDGE

	BASIC	ROUTINE	GENERAL	BROAD	EXTENSIVE
Professional knowledge	<p>Basic principles required to undertake majority of normal day to day requirements of the role.</p> <p>May require some knowledge of materials (e.g. Cleaning materials), equipment (e.g. hand tools) processes (e.g. computer software) or procedures.</p>	<p>Sound to developed skills, experience and knowledge of materials, equipment, processes or procures applicable to the work area.</p> <p>At the higher level, may require an awareness of the relevant theoretical or policy context.</p>	<p>Degree-level theoretical knowledge.</p> <p>Knowledge of up-to-date professional standards and precedent.</p> <p>Specialist expertise will increase over time.</p>	<p>Substantial theoretical, policy or technical knowledge. May require knowledge of external environment, such as relevant legislation and/or government policies.</p> <p>May be a recognised 'expert' in relevant area, in which case will require significant depth or knowledge. A high level of reliability exists.</p>	<p>Ability to generate and use high level theoretical and applied knowledge.</p> <p>Applies a multi-perspective understanding of the development, marketing and implementation of new policies. Will often require knowledge of external environment, such as relevant legislation and/or government policies.</p>
Organisational knowledge	<p>Knowledge of work area, including knowledge of functions carried out and location and availability of particular personnel and services.</p>	<p>Sound knowledge of work area processes and understanding of how they interact with other related areas and processes.</p>	<p>Sound to developed knowledge of the work area's policies, systems and processes and how they interact with other related areas, processes and/or functions.</p>	<p>Detailed knowledge of a range of policies, organizational systems and frameworks and the interrelationships between various policies and activities.</p> <p>May require knowledge of the core activities within the work area including research and teaching activities.</p>	<p>Extensive knowledge of the whole area, and the relationships of parts. Will often provide professional or specialist services with recognised standing across or outside JCU.</p>
How knowledge is used	<p>Perform straightforward work.</p> <p>Provide straightforward information to others.</p>	<p>Perform more detailed work.</p> <p>Apply knowledge to perform tasks or assignments.</p>	<p>Perform complex processes.</p> <p>At the lower level, apply theoretical knowledge in a straightforward way.</p> <p>Provide advice, interpretation, and decisions on policies, procedures and entitlements.</p> <p>May liaise with other work units to solve problems across units.</p> <p>May adapt policies, systems and processes to achieve objectives with an understanding of how this might impact on other areas.</p> <p>Development of standard procedures, rules, manuals, protocols, instructions.</p>	<p>Perform highly specialised processes.</p> <p>Provide subject matter or policy advice on a range of University activities or programs.</p> <p>Manage a program or service, including formulating plans, objectives and policies specific to the area.</p> <p>Provide highly specialised service or advice in relation to a specific activity or function.</p> <p>Perform high level project work and development of policies and procedures, which may impact on other areas of JCU.</p>	<p>Develop and implement policy or operational cultural or systems change across JCU. Undertake significant and high level creative planning, program and managerial functions.</p> <p>Manage a number of programs or services. At the higher levels, devise new ways to adapt JCU's strategies to new, including externally generated, demands.</p>

DOMAIN MATRIX 5: WORK COMPLEXITY

STRAIGHT FORWARD	ROUTINE	SOME COMPLEXITY	COMPLEX	COMPLEX & INNOVATIVE	ADVANCED
<p>Work presents few difficulties to the reasonably experienced person.</p> <p>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 readily identified and repeated from experience.</p>	<p>Involves a number of variables, which complicate issues in the conventional application of established guidelines and precedents.</p> <p>Must consider the job as a series of interactive elements (the 'total job') rather than focussing on any single element in isolation.</p>	<p>Apply a comprehensive and broad knowledge of established practices and procedures as they affect all aspects of the range of operations.</p> <p>Alternatively, apply an in-depth specialised knowledge of the operation.</p> <p>Analyses and/or evaluates feasibility and/or effectiveness of internal and/or external programs or projects.</p>	<p>Work is of a developmental or strategic nature. Particular difficulties may arise from a combination of factors such as:</p> <ul style="list-style-type: none"> ▪ uncertainties and options which have a critical bearing on original plans or objectives; ▪ the scale and coverage of operations which introduces considerable additional complexities; ▪ critical and involved industrial and/or legal issues; ▪ the application of 'state of the art' knowledge, techniques and technologies to new situations and environments. ▪ Analyses and/or evaluates feasibility and/or effectiveness of major internal and/or external programs or projects. 	<p>Advanced or original application of contemporary technologies, techniques and/or knowledge;</p> <p>Original exploration and development of new paths for achieving goals (e.g. seeking competitive edge through original application of new concepts or technologies).</p>

DOMAIN MATRIX 6: JUDGMENT AND PROBLEM SOLVING

LIMITED	ROUTINE	INFORMED	SIGNIFICANT	HIGH LEVEL	ADVANCED
<p>Required actions are clear. Limited options means that very little judgment is required.</p> <p>Access to specific advice or instruction is available if problems are encountered.</p>	<p>Simple problem solving with reference to established techniques or practices, precedence or clearly defined policies.</p> <p>Solutions are unlikely to have significant consequences elsewhere.</p> <p>May exercise judgment on work methods or task sequences within specified timelines.</p>	<p>Apply judgment and initiative based either on theoretical knowledge or a relevant set of policies, procedures, rules, activities or techniques.</p> <p>May make regular decisions on the provision, availability or deployment of resources and services which impact outside the immediate work unit or on clients.</p>	<p>Range of genuine options exists. May solve diverse and unusual problems by applying high level analytical skills.</p> <p>May need to rethink the way a specific body of knowledge is applied in order to solve problems.</p> <p>Considerable interpretation of existing policies or procedures or systems is required.</p>	<p>Originality and ingenuity are required for devising practical and economical solutions to problems.</p> <p>Operates with a high degree of independent judgment and initiative within broad guidelines.</p> <p>Outcomes will generally have a significant impact within the area or program of work.</p>	<p>Originality and ingenuity are frequent and continuing requirements for devising practical and economical solutions to problems.</p> <p>Operates with a high degree of independent judgment and initiative within broad guidelines across a wide range of activities.</p> <p>Outcomes will generally have a significant impact on organisational objectives or programs.</p>

DOMAIN MATRIX 7: WRITTEN COMMUNICATIONS

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 development of policies and guidelines, determining implications for legal and/or financial and/or University systems; and includes 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 JCU, profession or discipline (e.g. conference presentation).</p>

DOMAIN MATRIX 8: ORAL COMMUNICATION AND INTERPERSONAL SKILLS

Note: Communication takes into consideration social, cultural and linguistic diversity

SOUND	EFFECTIVE	WELL DEVELOPED	HIGH LEVEL
<p>Primarily in contact with supervisor, co-workers and peers within the work group and is expected to communicate information effectively and courteously.</p> <p>Is in contact with people within and outside the work group in order to provide or obtain information and/or services. Contact is with students, staff and visitors personally and by phone.</p> <p>Provides routine instruction on the use of equipment.</p>	<p>May impact on work related opinions and attitudes of others, either inside JCU or outside it.</p> <p>Works as part of a team which has to coordinate its own work-flow. Each member communicates effectively and resolves conflict in order for the team to construct solutions for achieving objectives.</p> <p>Demonstrates work practices and/or techniques in the use of specialised equipment.</p>	<p>Negotiates contractual/other arrangements with internal or external suppliers, including offshore, departments or agencies on matters that may impact on the work area, cost Centre or University.</p> <p>Coordinates or assists in the development and implementation of policies or systems or plans within JCU.</p> <p>Guides and supports others to resolve workplace difficulties.</p> <p>Provides case management of sensitive matters in accordance with relevant policies and procedures.</p> <p>Works as part of a team to actively encourage and support team members to participate in decision making processes, assume responsibility and authority. Provides appropriate feedback and maintains team commitment.</p> <p>Provides instruction to groups. Facilitates workshops or information seminars.</p>	<p>Negotiates and takes responsibility for contractual/other arrangements with internal or external suppliers, including offshore, departments or agencies on matters that will impact on the work area or Cost Centre or University.</p> <p>Manages and negotiates the implementation of policies or systems or plans within JCU.</p> <p>Manages negotiations in complex or sensitive situations to achieve results acceptable to participants in accordance with University and legislative requirements.</p> <p>Works as part of a team to manage and develop team performance and identify opportunities for continuous improvement.</p> <p>Creates relevant learning opportunities, facilitates and promotes learning, monitors effectiveness.</p> <p>Uses a variety of methods (coaching, presentations, mentoring, and training) to motivate/direct others and obtain co-operation or commitment to work adaptability and/or organisational change.</p>

DOMAIN CONTINUUMS AND INDICATIVE PLACEMENT OF HEW LEVELS

DOMAIN	HEW 1	HEW 2	HEW 3	HEW 4	HEW 5
Supervision received	Close	Close to Routine	Routine	Routine to General	General
Supervision provided to others	None	None	Functional Supervision	Functional Supervision	Functional Supervision. Some Line Management
Knowledge	Basic	Basic to Routine	Routine	Routine to General	Routine to General
Task Level/Work complexity	Straightforward	Straightforward to Routine	Routine	Routine to Some Complexity	Some Complexity
Judgment & Problem Solving	Limited	Limited to Routine	Routine	Routine to Informed	Informed
Written Communication	Sound	Sound	Sound to Effective	Effective	Effective to Well Developed
Oral Comm. & Interpersonal Skills	Sound	Sound to Effective	Effective	Effective	Effective to Well Developed

Note: These are Indicative Levels only

Domains 6-10 cont'd over...

DOMAIN CONTINUUMS AND INDICATIVE PLACEMENT OF HEW LEVELS

DOMAIN	HEW 6	HEW 7	HEW 8	HEW 9	HEW 10
Supervision received	General to Broad	Broad	Broad	Broad to Generally Unguided	Generally Unguided
Supervision provided to others	Functional Supervision and Line Management	Functional Supervision and Line Management	Functional Supervision and Line Management	Functional Supervision and Line Management	Functional Supervision and Line Management
Knowledge	General	General to Broad	Broad	Broad to Extensive	Extensive
Task Level/Work complexity	Complex	Complex to Complex and Innovative	Complex and Innovative	Complex and Innovative to Advanced	Advanced
Judgment & Problem Solving	Significant	Significant to High Level	High Level	High Level to Advanced	Advanced
Written Communication	Well Developed	Well Dev. To High Level	High Level	High Level	High Level
Oral Comm. & Interpersonal Skills	Well Developed	Well Dev. To High Level	High Level	High Level	High Level

Note: These are Indicative Levels only

SCHEDULE 5 - RESEARCH STATIONS

1. Application

1.1 Unless otherwise specified in this schedule the provisions in the James Cook University Enterprise Agreement 2013 apply.

1.2 This schedule shall apply to staff of James Cook University whose primary place of employment is:

- the Orpheus Island Research Station, or
- the Daintree Rainforest Observatory Site in the Daintree National Park, or
- the Fletcherview property near Charters Towers, or
- Any other site determined to be a Research Station by agreement of the Joint Consultative Committee during the life of the agreement.

2. Definitions

2.1 Staff shall mean a person whose primary place of employment is listed in sub-clause 1.2.

2.2 MARFU shall mean the Marine and Research Facilities Unit

2.3 OIRS shall mean the Orpheus Island Research Station.

2.4 DRO shall mean Daintree Rainforest Observatory.

3. Salaries

3.1 Staff will be paid the relevant locality allowance as specified under this agreement.

3.2 In acknowledgement of work conducted at OIRS and DRO on weekends and on public holidays a non-superannuable salary loading of 7.6% will be paid on top of the regular fortnightly salary. The remuneration and benefits constitute payment for all work performed by the appointees irrespective of the number of hours worked on any day, and overtime will not be payable.

4. Cost Recovery

Staff members may occasionally need to use University resources for private purposes, for instance to make a telephone call. Staff should be sensitive that in doing so they are using University resources and in accordance with the Code of Conduct they should endeavour to ensure that such use is kept to a minimum.

For staff based at the Orpheus Island Research Station and Daintree Rainforest Observatory amounts owed to JCU by staff for the use of University facilities such as telephones, copiers, and vehicles for private purposes during the course of employment, or reimbursement of relocation and removal expenses (but not fines, levies or other such imposts) will be recovered by automatic payroll deduction after consultation and agreement of payment with relevant line manager and Head of Work Unit.

5. Return of University Property

- 5.1 All items issued to staff by James Cook University will remain the sole property of JCU. Staff may only remove such property with the express authorisation of their line manager. The removal of University property without proper authorisation may result in disciplinary action. Where a staff member is expressly authorised to remove property, it must be maintained in good condition.
- 5.2 Upon completion of employment with JCU, staff will be required to return all University property in good condition.
- 5.3 Property belonging to JCU may include, but not be limited to: furniture/equipment, library books, mobile phones, files, protective clothing, access keys, computer hardware and computer software.

6. Hours of Work

- 6.1 Staff will normally work 145 hours in a four-week period to be worked to meet operational requirements. Part time staff will work less than 145 hours in a four week period and according to their contract of employment. It is recognised that these hours may fluctuate by agreement between the parties.
- 6.2 Staff will normally work a ten-day on, four-day off roster but this may be varied by agreement between the parties. The OIRS Station Manager & Administrative Officer will normally work a 5 week on 1 week off (6 days on and one day off) roster but this may be varied by agreement between the parties.
- 6.3 At all times the hours of duty and timing of any rest pauses and meal breaks for all staff will be at the line manager's discretion and should be taken in consideration of workload requirements. In the interests of workplace health and safety, staff required to work for more than five hours will be afforded an unpaid meal break between the 4th and 6th hour of work. The meal break shall be of at least 30 minutes duration.
- 6.4 Staff shall be on duty for such hours as may be necessary for the safety of the Station's staff and visitors and within reasonable requirements of the employer, provided that no staff member should be on duty for greater than 12 hours in one continuous shift.
- 6.5 If staff are on duty for a continuous 12 hours, they shall not commence duty again until after a 10 hour break (exclusive of meal breaks) has been taken.
- 6.6 These provisions are intended to ensure flexibility in situations of limited staffing. No member of staff should undertake, however, any work where the circumstances constitutes (or might reasonably lead to) an unsafe situation or environment.

7. Leave

Staff shall be entitled to leave as per the James Cook University Enterprise Agreement.

8. Accommodation

- 8.1 While resident at the work site furnished accommodation will be provided rent free, including the cost of electricity. At the Fletcherview Research Station, OIRS and DRO accommodation will also include telephone costs. This will be subject to acceptance of prescribed conditions of occupancy details of which will be provided by the employer
- 8.2 Staff accommodation will be regarded as a workplace and as such, all University policies and procedures relating to the workplace will apply unless specifically excluded by written application and approval by the Supervisor.
- 8.3 Subject to providing the appropriate notification (normally one week exclusive of leave/days off where possible), representatives of JCU retain the right to inspect accommodation at any reasonable time (i.e. during normal hours of service). For inspections of the Fletcherview staff accommodation JCU will provide notification to the staff member/s. For inspections of the Orpheus Island Research Station and DRO accommodation the JCU representative will provide notification to the Manager (who in turn shall advise staff). For the OIRS, inspection of accommodation must also have prior approval of the head of the work unit. The same notification shall apply to any maintenance required on the accommodation.
- 8.4 Staff at the Orpheus Island Research Station may have personal visitors to the island without incurring accommodation or boat transfer charges (unless a special authorised boat trip is made). Visitors may stay up to one week. Longer lengths of stay may be approved on a case by case basis by the head of the work unit. The staff member is responsible for visitors including safety inductions whilst on the island. The line manager is responsible if the visitor works as a volunteer.
- 8.5 It is accepted that alcohol consumption will occur in the accommodation and non-laboratory areas of the Orpheus Island Research Station. This is acceptable provided that: staff are off duty; noise made by staff or visitors is kept to an acceptable level; machinery is not used; staff or visitors are not boating or diving (from OIRS vessels). The line manager has authority to restrict any behaviour deemed by the line manager to be unsafe or inappropriate for the general enjoyment or work of other users.
- 8.6 It is accepted that alcohol consumption will occur in the DRO staff and researchers' accommodation. This is acceptable provided that staff are off duty, the crane is not operational, machinery is not in use and there is no further activity in the lab or field for the day. Blood alcohol level must be 0.00 for any person using the crane.
- 8.7 It is accepted that alcohol consumption will occur in the Fletcherview staff accommodation. This is acceptable provided that staff are off duty and machinery is not in use.

9. Transport for staff based at the Orpheus Island Research Station
 - 9.1 On commencement of work at the Orpheus Island Research Station, JCU will meet the cost of travel from Townsville (or equivalent distance for other locations) to the island.
 - 9.2 Transport will normally be by University utility vehicle to Lucinda and then OIRS boat to the Island. Return transport will be provided on the same basis at the conclusion of an employment contract period. Personal effects, excluding furniture or other bulky items, will be transported without charge.
 - 9.3 Should weather be inclement, transport may be via seaplane or other appropriate approved means (costs will be met by the University where approved).
 - 9.4 Transport on the mainland from and to Lucinda to take leave is the responsibility of the staff member. If the OIRS Station Manager is required to undertake station business whilst on recreational leave or rostered days off, i.e. purchasing of equipment, transport of OIRS equipment/machinery for repairs etc. then use of JCU Vehicle is required to be approved by the head of the work unit.

SCHEDULE 6 - INTERNATIONAL OFFICE STAFF TRAVEL ARRANGEMENTS

Background

The Industrial Relations awards and agreements that prescribe the classifications of positions and working hours of staff at James Cook University do not adequately address working conditions and entitlements of staff that are required to conduct University business outside Australia.

As such, the Travel Guidelines below have been developed for any James Cook International staff travelling overseas on official University business. This includes but is not limited to international marketing trips, transnational project trips, exchange and partnership related visits and development of new business opportunities. This document should be read in addition to the official University Travel Policy and Procedures

Objective

These guidelines are to equitably manage and compensate staff members conducting business on behalf of JCU outside Australia and to clarify entitlements and requirements for staff.

Definitions

“In Country” will refer to work performed outside Australia on behalf of JCU and will include periods of travel associated with that work.

Working Hours and Length of Travel

1. Ordinary Hours

While staff are undertaking work at any of the James Cook University campuses and sites in Australia, or while working from home, their span of hours, ordinary hours, entitlement to leave and overtime and all other conditions will be in accordance with the provisions of the JCU Enterprise Agreement in relation to continuing Professional and Technical Staff.

When travelling on University business outside Australia staff members recognise that they are not eligible to claim overtime for any hours worked over the normal 36.25 hours per week, but during these in country periods their employment conditions shall be as specified in this schedule. Accordingly staff will schedule their “in country” activities to ensure as far as practicable that they do not intentionally exceed more than 36.25 hours of work in any seven day consecutive period.

2. Length of Travel

In recognition of good practice within the industry and for promotion of maximum work efficiency, JCU international trips should generally be restricted to:

- Maximum 21 days (plus travel days on either side)
- Where a trip duration over 21 days is required (ex. India, Europe), ‘rest days’ will be built into the overall time abroad with a maximum travel period overseas not to exceed 28 working days.

The above may vary depending on individual circumstances but only by agreement between the individual staff member and the relevant line manager and the subsequent approval of the head of the work unit.

3. Rest Days

For safety reasons, where the duration of international trips will exceed 14 days (including travel days on either side), two paid rest days in each 7 consecutive days will be allowed after the 14 day period. Further rest days will be granted after each subsequent 7 day period. Rest days are not a substitute for TOIL or overtime or lost weekend days.

Usual travel expenses on rest days will form part of the budget for the trip.

4. Outbound/Pre-departure

It is recognised that preparation (both work-related and private) is required prior to undertaking business travel outside of Australia. To enable James Cook International staff to prepare for travel outside Australia, the following leave arrangements are in place:

- Morning flights to 12 noon – leave office at 12 noon day prior
- Late afternoon and evening flights – leave office by 12 noon same day
- 12 noon finish on Friday for Saturday or Sunday travel

Work hours will be as per normal for domestic flights or negotiated with each supervisor for flights outside normal office hours.

5. In Country

To enable staff to be fully prepared and refreshed from overseas travel, appointments to commence duties associated with the visit shall follow:

- Arrival day weekday before noon – First appointment from 9 am the next day
- Arrival day weekday afternoon – First appointment from noon the following day
- Arrival day Saturday or Sunday – First appointment from 9 am Monday morning if no activities planned on the weekend
- Late arrival any day (after p.m.) – First appointment from p.m. on the next work day
- Where the flight duration is longer than twenty-four (24) hours the staff member will be entitled to take a 24-hour rest period or in consultation with their supervisor may elect to fly Premium Economy where available. Alternatively the staff member may upgrade using frequent flyer points.

6. Weekend Work/TOIL while in country

It is recognised that JCU international travel may require weekend work during the course of each individual trip. In these circumstances approval may be granted for time off in lieu (TOIL) as follows:

- Each full weekend day of work overseas will result in one day of TOIL. A half day of weekend work will result in 0.5 days of TOIL.

- Social activities which are not deemed as work and where attendance is discretionary will not be counted towards hours worked on a weekend.
- Where possible, TOIL days may be built into a marketing trip as personal days upon approval by the relevant Manager
- Supervisors must ensure that requests to take accrued time off in lieu are not unreasonably refused.
- TOIL days should be taken within three months of travel where possible. Where the supervisor has not provided adequate opportunity for the time off in lieu to be taken, any time remaining by the end of the calendar year shall be paid out at the salary rate applicable at the time the overtime was worked

TOIL only applies to staff on HEWL 8 or below.

7. Inbound/return travel

Staff are not expected to come to work on their day of return from outside Australia. If the date of return is on a weekend then the staff member can take the next work day off in compensation.

Return to duty within JCU will subsequently occur as follows:

- Duration of trip less than 14 days – return to work 24 hours after arrival at residence
- Duration of trip more than 14 days – return to work 24 hours after arrival plus the rest of that day (ex. arrival back home at p.m. on Tuesday, return back to work Thursday morning)
- For trips of less than 14 days with travel of more than 24 hours/10 time zones on return, an extra recovery day is recommended.

8. Class of Travel

JCU's Travel Policy mandates the class of air travel on official University business (primarily Economy Class) and it is expected that travel will be on the lowest Economy Class fare available, taking into consideration flight schedules and availability. However, it is recognised that several international airlines now offer a more comfortable upgraded economy option – Premium Economy.

Staff travelling on international flights with a duration of 10 hours or more may be approved for Premium Economy flights, subject to fare costs falling within the travel budget and availability. It is recognised that within some countries internal economy transportation may be extremely unreliable and so on a case by case basis consideration may be made for upgraded class of travel.

9. Travel Cost Limits

Travel costs pertaining to accommodation, transportation and meals should be kept in line with individual budgets specific to the marketing activity attended (and below budget where possible).

The ATO per diem rates previously used should still be used as a guide when booking travel cost. As long as these are kept at a reasonable amount within these guidelines and individual budgets, there are no restrictions to specific purchases (ex. individual meals). Accommodation should be a standard room/hotel for business travellers in a safe location.

10. Miscellaneous Travel Costs

It is recognised that there are some additional costs associated with international travel on behalf of JCU. These costs include but are not limited to vaccinations, passports and visa expenses, excess luggage costs for business related items, and reasonable laundry/dry cleaning costs. Costs of these items within reason will be borne by JCU.

To allow for the purchase of incidentals such as entertainment and personal items, \$15.00 will be paid for each day of travel. Receipts are not required.

11. Insurance and Security Issues

All staff who travel on official JCU business must comply with JCU's travel and insurance policies.

12. University Mobile Phones

Where James Cook International staff have been issued a University mobile phone, time limits and use of phone are to be followed as per below:

- Phones should be used primarily when a business need exists
- Texting is a cheaper alternative to making a call from mobile phones and is accepted during travel to keep costs to a minimum
- The sending of photos and other multimedia from mobile phones is not considered a business requirement
- While overseas, JCU mobiles may be used for personal use to keep in contact with family members or equivalent. Personal outgoing/incoming calls should generally not accrue more than 10 minutes per day (approximately one hour per week) except in exceptional circumstances. Calls to mobiles overseas also incur charges and therefore these should be kept within reason.
- Calling from a mobile phone is preferable to calling from a hotel room as in most cases it is considerably more cost-effective.
- Personal use beyond the above should be paid back to JCU within one month of travel.

13. Public Holidays while in country

JCU international travel may require staff to be out of Australia when public holidays occur. In these circumstances, staff will be entitled to 1 day TOIL that must be taken within the calendar year in which it falls.

14. Personal Leave

Where TOIL days or personal leave has been approved by the relevant Manager and is possible during a JCU international business trip, all expenses will be the responsibility of the staff member including accommodation, meals and transportation.

15. Insurance and Security Issues

All staff that travel on official JCU business are covered by JCU's travel insurance. The most recent travel and insurance policies can be found at www.jcu.edu.au/office/fabs/general/Travel.shtml

Staff are required to monitor DFAT warnings prior to and during travel mission and to review the Smart Traveller website at www.smartraveller.gov.au. Staff are not expected to travel if they consider that there is a risk to their personal safety. Travel to areas where a DFAT Travel Warning to reconsider travel is in place may still be permitted, after consultation with their line manager and Head of Work Unit and must be signed off by the relevant senior manager.

SCHEDULE 7 - STAFF WORKING HOURS - MARKETING WITHIN AUSTRALIA

1. Application

These guidelines apply to Marketing and Casual staff employed in the marketing of James Cook University and its courses within Australia.

Where staff are undertaking normal office work, their span of hours, ordinary hours and entitlement to leave and overtime and all other conditions will be in accordance with the provisions of the JCU Enterprise Agreement 2013 in relation to continuing Professional and Technical staff.

2. Background

Normal working hours do not adequately address working conditions and entitlements of staff who are required to conduct University business when engaged in marketing within Australia.

3. Span of Hours Monday to Friday

Ordinary hours of 36.25 will be scheduled between 6.00 am and 9.00 p.m. Monday to Friday.

4. Weekend Work

- a) Work on weekends will be at normal overtime rates whether paid or TOIL.
- b) Where staff are required to travel on weekends TOIL will be paid on an hour for hour basis.

5. Work on Public Holidays

All work and travel on public holidays will be at the normal overtime rates.

6. Time Off In Lieu

- a) TOIL may be banked and used in conjunction with annual leave entitlements on approval from the line manager, according to operational requirements;
- b) Where possible TOIL days may be built into a marketing trip;
- c) TOIL days will normally be taken within (three) 3 months where operations allow;
- d) Notwithstanding (c) TOIL not taken within six (6) months of accrual will be paid out.

7. TOIL During Marketing Trips

Where TOIL days or leave has been approved by the line manager, and it is possible to take TOIL days during a marketing trip, all additional expenses will be the responsibility of the staff member including accommodation, meals and transportation.

SCHEDULE 8 – RESEARCH VESSEL M.V. “JAMES KIRBY” AND OTHER JAMES COOK UNIVERSITY VESSELS

1. Application

Unless otherwise specified in this schedule the provisions of the James Cook University Enterprise Agreement 2013 apply.

This schedule shall apply to staff of James Cook University employed in the role of Master, Mate/Deckhand or Deckhand.

2. Definitions

“Aggregate Salary” shall include all payments in respect of all work performed in ordinary and overtime hours on each of the seven days of each and every week of the year, including all call-outs and overtime, all leave entitlements (including recreation leave loading), as well as work performed on all statutory holidays.

“Casual Deckhand” shall mean a staff member appointed as such and engaged on a daily basis.

“Staff” shall mean a person appointed in writing to a designation included in sub-clause 3 of this schedule.

“Vessel” shall mean the James Cook University Research Vessel, M.V. “James Kirby” and any other vessel owned by James Cook University to which staff are appointed as employees.

“Day of Duty” shall mean any day on which any work was performed by a particular staff member.

3. Salaries

3.1 Salaries:

<u>Classification</u>	
Master	HEW 7.2
Mate/Deckhand	HEW 5.3
Deckhand	HEW 4.2

3.2 Incremental advancement is not available to staff employed under this schedule.

4. Hours of Duty and Crewing

4.1 At all times the hours of duty and of any rest pauses and meal breaks shall be at the discretion of the Master.

4.2 Staff shall be on duty for such hours as may be necessary for the operation, safety and maintenance of the Vessel to the reasonable requirements of JCU, provided that no staff member shall be on duty for more than 12 hours per day, except in exceptional circumstances as identified by the Master. In these instances the Master shall record at the time in the vessel Log the reasons for the need for an staff member to be on duty in excess of 12 hours. The Master, however, may direct a staff member to desist from work.

4.3 There shall be a minimum of two crew members on board while the Vessel is at sea, that being, the Master and Mate/Deckhand.

- 4.4 A staff member who has been on duty continuously for 14 hours shall not commence duty again until a 10 hour break, exclusive of meals, has been taken, except where the Master decides that circumstances demand otherwise. In these instances the Master shall record at the time in the vessel Log the circumstances that lead to the decision.
- 4.5 For extended voyages and/or voyages requiring duty in excess of 12 hours per day, a third crew member shall be appointed unless circumstances beyond the control of JCU/Master prevent this occurring.
- 4.6 If the Mate/Deckhand is appointed Acting Master for any voyage, the Mate/Deckhand shall be paid at the Master's rate for the duration of the voyage.
- 4.7 For voyages involving 24 hours steaming or greater, a second Master should be appointed.
- 4.8 Absent overriding safety issues, the work of casuals may not be ended in any place but the home port, unless appropriate alternative transport to the home port is provided at the expense of JCU.

5. Leave

- 5.1 A staff member (other than a Casual Deckhand), shall accrue an entitlement to intervals of paid leave from the Vessel in a Port at a rate of 0.880 of a day for each day of duty during employment. Such intervals of leave shall cover all entitlements to weekends off, public holidays, and annual recreation leave.
- 5.2 Staff shall be entitled to all other forms of leave as per the James Cook University Enterprise Agreement.
- 5.3 Given the potentially variable nature of hours of duty, for the purposes of sick leave under the James Cook University Enterprise Agreement, the entitlement will be interpreted as 10 days.
- 5.4 Subject to sub-clause 4.1, leave shall be taken by mutual agreement between the staff member and employer subject to the reasonable requirements of the running of the Vessel, provided that the staff member shall be granted not less than one period of continuous leave of 35 days duration per year of service.
- 5.5 A staff member whose services terminate for any reason shall, as appropriate:
 - a. be paid, in respect of any period of leave accrued but not taken as at the date of termination, a sum equal to the aggregate salary received on such date of termination for the period of leave accrued; or
 - b. pay to the employer, in respect of any period of leave already taken but not accrued as at the date of termination, a sum equal to the aggregate salary received on such date of termination of the period of leave already taken but not accrued.

6. Transport

The employer shall provide a vehicle for the purpose of the Vessel's operation and shall meet all costs incurred in the operation and maintenance of the vehicle.

7. Victualling

The Vessel shall be victualled to the satisfaction of the Master for all times that the Vessel is at sea.

8. Absence Overnight

Where reasonable accommodation and meals are provided on the Vessel by the employer, a staff member shall not be entitled to an allowance under the Agreement.

9. Casual Deckhands

Except as herein provided all conditions shall apply to Casual Deckhands.

The salary payable per day to a casual deckhand shall be one-fourteenth of the fortnightly rate payable to a Deckhand, plus a loading of 25% in lieu of all entitlements to leave.

10. Log Book

The log book shall be made available for review (and copying) by crew members or their representative at such times as are reasonable and consistent with the orderly operation of the vessel.

SCHEDULE 9 – CONDITIONS FOR RESEARCH CONTINGENT STAFF MEMBERS

1. Guiding Principles

JCU recognises that it is important for fairness and the retention of quality staff that the University provide greater certainty of employment in circumstances where it is reasonable to do so.

Research Contingent Funding is funding provided from external sources, but not funding that is part of an operating grant from government or funding comprised of payment of fees made by or on behalf of students.

Where this Schedule is inconsistent with the Enterprise Agreement, this Schedule prevails for Research Contingent Staff members.

2. Application for Conversion to Research Contingent Employment

A fixed-term staff member who has served a period of employment of 12 months or more which is funded by *Research Contingent Funding*, and who is to be appointed to their second or subsequent consecutive contract in the same work unit, may apply to the relevant Head of Work Unit to be employed, on a Research Contingent contract of employment in accordance with this Schedule.

Staff may apply for conversion to a Research Contingent Funding position subject to the following requirements:

- a) The Staff member having a performance appraisal of satisfactory; and
- b) The Head of Work Unit must be able to demonstrate that:
 - i. It is likely that the revenue streams which support the staff member's employment will continue for an extended period; or
 - ii. The staff member has generic skills which, having regard to the ongoing needs of research projects within JCU, would mean that the staff member is likely to be able to be assigned from project to project on an extended basis.

The relevant Head of Work Unit will process and confirm the application in conjunction with the Director, HRM within 30 days of receipt of the application.

JCU and/or the Head of the Work Unit may refuse an application or refuse to provide written support for an application under Clause 2 (a) and (b) above, on the grounds that:

- a) the criteria in Clause 2 (a) is not satisfied; or
- b) the documentation or evidence is not available to support Clause 2 (b) above; or
- c) the staff member is a student, and their status as a student was the primary reason for their appointment; or
- d) the staff member has signed a pre-retirement contract.

The relevant Head of Work Unit will advise the staff member in writing of the outcome of their application.

3. Status of Staff members after Conversion

After conversion to Research Contingent employment, a staff member may be assigned from project to project or may be deployed on a range of projects as a research-only staff member to meet the research needs of JCU. Any such periods of assignment shall be in writing, shall specify the duties to be performed, the reporting relationships and the duration of the assignment which shall be determined by the expected length of the relevant project. A staff member may hold more than one assignment at the same time, where he or she is assigned to different projects.

In assigning a staff member, JCU will as far as is practicable, have regard to the skills, qualifications and experience of the staff member, and will also have regard to the staff member's preferences. The staff member and the University shall both actively seek appropriate periods of assignment to projects in order to maintain continuity of work.

4. Redundancy arrangements for Research Contingent Staff

The staff member shall be treated in all respects as a continuing staff member except that the following notice, severance pay and other arrangements shall apply instead of those set out in relation to those matters in Clause 52, *Redeployment and Redundancy*.

A staff member shall be entitled to 8 weeks' notice of the intention to terminate employment for redundancy, or by agreement, to payment in lieu.

Notice of termination may only be given if it appears on the clear balance of probabilities that there will be no research contingent work to which the staff member can reasonably be assigned at the end of the notice period and during the whole of an 8 week period after that.

During the Notice Period, JCU shall offer to the staff member to withdraw the Notice if it becomes apparent that appropriate work has become available, and with the consent of the staff member the Notice shall be withdrawn.

Should the staff member wish to appeal against the decision to declare her or his position redundant or otherwise dispute the decision under this agreement the matter shall be dealt with by *Clause 55, Review of Decisions to Terminate Employment* and will be resolved within the eight week notice period and any payment in lieu shall be limited to the balance of that period.

In order to prevent the termination for redundancy of a Research Contingent staff member, JCU and the staff member may agree that the staff member shall be temporarily deployed to work other than research-only work until further research-only work is available; and may also otherwise agree to a temporary transfer to act as a replacement staff member, as defined in Sub-clause 19.1.4, *Replacement Staff* on work other than research-only work. Neither of these types of deployments shall change the staff member's status as a Research Contingent staff member.

In the event that an Research Contingent staff member is no longer required, the quantum of severance payable will be determined by the length of continuous service in accordance with the table below where continuous service will include previous periods on fixed-term appointments and breaks between fixed-term appointments of up to two times per year and of up to six weeks will not constitute breaks in continuous service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

Severance payment entitlements will be calculated for a period of continuous service as follows:

Service	Severance Pay
Less than one year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
10 years or over	12 weeks *

* There is a reduction in severance pay for staff with at least 10 years continuous service as Long Service Leave becomes payable.