**Example covering letter – amend as appropriate**

[Insert date]

[Insert staff member’s name]

[Insert staff member’s address]

[Insert staff member’s address]

Dear [Insert Name]

Further to your preliminary discussions with [insert name of line manager] in relation to entering into a pre-separation contract, I now formalise the arrangements which have been agreed to and approved by the Executive Director: People, Talent and Culture.

The following new employment conditions will apply and are set out in the attached
Employment Agreement:

* Effective from [insert date] you will relinquish your substantive continuing position as [insert name of position and classification] in [insert area] and commence a non-renewable fixed-term pre-separation contract *in the same position* for a period of [insert duration].
* Your final day of employment at the University will be [insert date].
* The pre-separation contract will include a loading of [insert percentage] of your base salary.
* The loading is paid with your understanding and agreement that you will separate from the University at the conclusion of the pre-separation contract on [insert date] and there is no expectation of employment with the University beyond that date.

Further terms and conditions of your employment will continue to be governed by the *University of South Australia Enterprise Agreement 2014* (as amended or replaced).

Please sign the Employment Agreement where indicated to accept these terms and conditions and return to [Insert PTC staff member name, title and address] [within ten working days of receipt of this offer] or [by ………. (date)]. An envelope has been provided for your use. *[Ensure a reply paid envelope, marked attention to the HR staff member as above is included in the mailout]*

If you have any queries in relation to this employment offer, please contact [Insert PTC staff member name and phone contact]

Yours sincerely

*Must be signed by the appropriate SMG member*

Cc: line manager as appropriate.

 HR staff member as appropriate

Enclosure: Employment Agreement (Pre-separation contract)



**EMPLOYMENT AGREEMENT**

#### PRE-SEPARATION CONTRACT

DATE <Insert Date>

BETWEEN **THE UNIVERSITY OF SOUTH AUSTRALIA** (“the University”)

AND **<Insert Staff Member’s Name>** (“the staff member”)

# AGREEMENT

**The parties have agreed to the following conditions for a pre-separation contract.**

## 1. Category of Appointment

The appointment is to the University in the position of *<Insert Position Title and Academic or Professional classification>* in the *<School of … / Unit …/ Institute …>* within the *<Division / Portfolio of ……>*, or such other position as determined by the University from time to time.

This appointment will be on a fixed-term basis for *<insert months/years>* commencing on *<Insert Start Date>* until *<Insert End Date>* at which time the staff member’s employment with the University will cease.

The staff member agrees to alter the employment relationship with the University from continuing employment to a non-renewable fixed-term contract and agrees to and acknowledges that upon reaching the cessation date the staff member shall separate from the employ of the University.

The staff member further agrees to and acknowledges that there is no expectation of employment within the University after the completion of the contract.

This fixed-term appointment is categorised as a ‘Workforce Planning contract’ in accordance with Clause 28.1(d) of the *University of South Australia Enterprise Agreement 2014*.

The applicable industrial instrument is separate to the Employment Agreement

The position is located at *[insert campus],* however, appointment is to the University and the staff member may be required to undertake duties at any of the University’s metropolitan campuses. The Vice Chancellor may re-assign the staff member to different duties consistent with the appropriate industrial instrument (Collective Agreement, Award or legislation), if relevant, or to a different location within the University.

The role and responsibilities of the position remain unchanged. The staff member will continue to be responsible to *<Insert Head of School/Director Title>*.

## 2. Remuneration

The staff member’s annual base salary will be *<insert annual base salary>* per annum (<insert relevant Academic or Professional classification and step>).

In addition, for the duration of this fixed-term appointment, a salary loading of <Insert percentage> per annum of base salary will be paid.

The salary loading is paid with the agreement of the staff member to alter the employment relationship with the University from continuing employment to a fixed term non-renewable contract as set out in Clause 1 ‘Appointment’.

The salary loading is also paid in lieu of any redundancy payment that may otherwise be due to the staff member at the completion of this contract.

Salary increases as per the applicable industrial instrument will apply to this contract.

Salaries are paid fortnightly in arrears by direct fund transfer to a bank/credit union of the staff member’s choice.

## 3. Superannuation

 *Option: Loading is superannuable:* The loading is superannuable (subject to the rules of the staff member’s superannuation fund) and thus subject to contributions from the University and the staff member where the superannuation fund approves the allowance as a superannuable allowance.

 OR

 *Option: Loading is not superannuable:* This loading is not superannuable and therefore will not attract employer superannuation contributions and will not be recognised by the staff member’s superannuation fund on retirement.

 OR

*Option: Super SA members****:*** The loading may be superannuable (subject to the rules of Super SA) and thus subject to contributions from the University and the staff member where Super SA approves the allowance as a superannuable allowance.

## 4. Probation

[This assumes that the staff member has already passed the probationary period during the continuing substantive appointment – amend as necessary if this is not the case]

The staff member has previously satisfied the probationary period related to this position, therefore further probation will not apply.

## 5. Leave

The staff member’s appointment to this fixed term contract will not in any way affect accrual rights to recreation leave, sick leave and long service leave.

Maximum leave entitlements as stipulated by the relevant industrial instrument are not displaced by this contract.

Insert one of the following clauses here (if applicable):

The staff member agrees to completely exhaust all accrued recreation leave and long service leave prior to completion of this contract.

OR

The staff member agrees to take recreation leave and/or long service leave during the term of this contract as follows:

* Recreation leave: [insert dates or duration as appropriate]
* Long service leave: [insert dates or duration as appropriate]

## 6. Ownership of Materials and Intellectual Property

The staff member agrees that all material provided to the staff member by the University and all intellectual property rights in that material is and will remain the property of the University.

All material and inventions produced by the staff member in performing obligations under this agreement, and all intellectual property rights in that material, upon its creation will solely be the property of the University, unless otherwise agreed in writing by the Vice Chancellor.

If the staff member wishes to exploit any aspect of intellectual property developed during the period of employment with the University, the staff member must contact the Vice Chancellor to seek University approval, and, if given, to negotiate and agree the terms and conditions to apply in the particular circumstances at that time.

At the University’s request at any time, the staff member must return all University material. The staff member is not entitled to retain copies of University material in any form.

## 7. University Policies, Procedures and Codes

The staff member agrees to observe and comply with the terms and conditions of University policies, procedures and codes (as amended or replaced).

## 8. Performance Development and Management

The University’s performance development and management process, as outlined in the relevant policy and guidelines, remains applicable during this fixed-term appointment.

## 9. Conflict of Interest

The staff member agrees to declare, prior to the commencement of this contract, any interest the staff member may have in companies or businesses engaged in University related activities or reasonably likely to be so engaged or other employment which may be considered a conflict of interest.

The staff member agrees not to undertake any appointment, position or activities that could adversely affect the University or might hinder the performance of the staff member’s duties to the University.

## 10. Standards of Business Conduct

The staff member agrees not to engage in any conduct either during ordinary business hours or otherwise that may bring the University into disrepute.

The staff member agrees to at all times discharge their duties and obligations with due diligence and honesty, and to comply with all lawful directions of the Vice Chancellor or his or her delegate on behalf of the University.

## 11. Disclosure of Information

It is a condition of employment that the staff member agrees:

* Not to divulge or use any confidential information as defined in this clause other than in the proper course of their duties as a staff member of the University without prior consent in writing from the Vice Chancellor; and
* Not to use any information acquired in the course of the employment in any manner which may cause loss, or be in any other way to the detriment of the University during the course of the staff member’s employment or thereafter.

For the purpose of this clause, ‘confidential information’ means:

* Information relating to the business affairs of the University;
* Technical information, trade secrets, technical data, marketing procedures and information, accounting programs and procedures, financial information and like information relating to the University;
* Any research or development work done or undertaken or proposed to be done or undertaken by or for the University;
* Information concerning legal proceedings to which the University is or is likely to be a party;
* Other information which the University tells the staff member is confidential or which, if disclosed, would or might possibly be detrimental to the University;
* All other information which is imparted to the staff member in circumstances where the staff member, knows or ought reasonably to know that the information is confidential to the University or to any persons with whom the University is concerned.

## 12. Termination

Employment with the University will terminate at the conclusion of this contract.

The University may terminate the staff member’s employment earlier in accordance with the provisions contained in the applicable industrial instrument.

The staff member may request and the University may agree to the termination of this contract (and separation from the University) earlier than the agreed terms. Notice periods will apply in accordance with the provisions contained in the applicable industrial instrument.

## 13. Confidentiality

The terms of this contract are confidential between the parties and should not be communicated in any form to any person other than the staff member’s agents, accountants or to the Australian Taxation Office.

**SIGNED** for and on behalf of the **UNIVERSITY OF SOUTH AUSTRALIA**

**………………………………………………………….. ………………………………**

**NAME – must be SMG member Date**

**Title**

I, **Name of staff member,** accept the terms and conditions of this offer of employment for the position of ………………………….. in ……(School/Unit)

**SIGNED by STAFF MEMBER** ……………………………………………………………………..

**DATED on** …………………………………………………………………………………………….