



University of  
South Australia

**UNIVERSITY OF SOUTH AUSTRALIA**

**ENTERPRISE AGREEMENT**

**2014**

## ARRANGEMENT

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## **PART A      COMMON CONDITIONS**

Part A of this Agreement applies to all staff covered by this Agreement.

### **SECTION 1      OPERATION OF THE AGREEMENT**

#### **1.      AIM OF AGREEMENT**

This Agreement is designed to assist the University (and its community) to achieve its strategic intent. It is intended that this Agreement should:

- a) further the aim of creating an harmonious environment within which staff, their chosen representatives and the University may consult and negotiate at the enterprise level to their mutual benefit;
- b) strengthen the University's ability to attract and retain staff members of the highest quality by rewarding their performance, achieving diversity and encouraging strong staff commitment to the goals of the University;
- c) foster the development of a positive, safe and productive workplace culture through consultative approaches to work;
- d) encourage staff to work together to ensure that the University can most effectively manage its own future;
- e) support equal opportunity and anti-discrimination initiatives for staff members and affirmative action where appropriate and work toward pay equity and gender balance;
- f) enable staff members with family responsibilities to participate fully in the University by developing and extending employment options and supports which recognise issues affecting such staff members and by negotiating flexible work arrangements such as part-time work and job share; and
- g) increase employment and development opportunities in the University for Indigenous Australians as part of its commitment to reconciliation with Indigenous Australian people.

#### **2.      COVERAGE AND PERSONS BOUND**

2.1 This Agreement has been negotiated between the University, National Tertiary Education Industry Union, Community and Public Sector Union – SPSF SA Branch and United Voice (“the parties”).

2.2 This Agreement will be binding according to its terms upon:

- a) the University of South Australia;
- b) United Voice (UV);
- c) the Community and Public Sector Union – SPSF SA Branch (CPSU);
- d) the National Tertiary Education Industry Union (NTEU); and
- e) all academic, professional, security, grounds and document services staff employed by the University other than those outlined in sub-clause 2.3 of this Agreement.

2.3 This Agreement does not apply to:

- a) the Vice Chancellor;
- b) senior staff employed by the University in the capacity as members of the Senior Management Group, Heads of Schools, Deans, Directors of Research Institutes, Division Managers, Division Directors, Directors of Central Administrative units and any other senior staff employed in an equivalent position or equivalent level of responsibility; and

- c) any staff who otherwise would be covered by this Agreement but entered into an Australian Workplace Agreement before the date of commencement of this Agreement, the AWA will continue to remain in operation.

### **3. OPERATION OF AGREEMENT**

This Agreement will commence operation seven (7) days after the Agreement is approved by the Fair Work Commission and will nominally expire four (4) years after this date.

### **4. AVAILABILITY OF AGREEMENT**

A copy of this Agreement will be kept in the Human Resources Unit and will be available for inspection upon request by any staff member covered by the Agreement. This Agreement will also be made available on the University's electronic information system.

### **5. NO FURTHER CLAIMS**

During the term of this Agreement, the parties agree not to pursue any further claims in relation to matters covered by this Agreement except where this is specifically contemplated in the Agreement.

### **6. AGREEMENTS AND AWARDS**

This Agreement is comprehensive and closed and wholly displaces all Agreements and Awards that are otherwise binding on the University and staff, excluding Awards and Agreements that are specifically referred to in this Agreement.

### **7. RENEGOTIATION OF AGREEMENT**

Negotiations for a new agreement will commence three (3) months prior to the nominal expiry date of this Agreement.

### **8. DEFINITIONS**

8.1 **"Consultation with staff"** and **"consult with staff"** shall mean:

- (a) consultation with a single staff member and where they so choose, a representative; or
- (b) consultation with a group of staff and where they so choose, representatives of that group.

8.2 **"Representative"** except in the case of a dispute pursuant to sub-clause 49.10 of this Agreement, shall mean a person of the staff member's choice, provided that the person is not a solicitor or barrister currently in practice. A staff member, should they so choose, may request a representative for any matter that affects them.

8.3 **"Staff"** and **"staff member"** shall mean staff employed by the University and covered by this Agreement pursuant to clause 2.2.

8.4 **"The Act"** shall mean the *Fair Work Act 2009*.

8.5 **"This Agreement"** shall mean the *University of South Australia Enterprise Agreement 2014*.

8.6 **"University"** shall mean the University of South Australia.

### **9. UNIVERSITY POLICIES, PROCEDURES AND GUIDELINES**

University policies, procedures and guidelines, as varied from time to time apply to all staff but do not form part of this Agreement. The University will consult with staff and the unions when developing or significantly varying University policies, procedures and guidelines.

## **SECTION 2 WORKING ENVIRONMENT**

### **10. INDUSTRIAL RELATIONS**

#### **10.1 Role of Workplace Union Representatives**

- a) The parties recognise that many staff members have important representative and other roles in facilitating the effective operation of this Agreement.
- b) Accredited representatives of the Unions shall be permitted appropriate time during working hours to undertake union activities.
- c) The University shall facilitate negotiations, through the Director: Human Resources, for reasonable time release for staff elected to union leadership positions where a relevant Union so requests. Agreed arrangements will be dealt with through an exchange of letters between the University and relevant union.
- d) All union members shall be able to participate in union meetings if they so choose. Meetings will not unduly affect service delivery and the Unions will endeavour to set meeting times that will cause the least disruption to the University's operations.
- e) The University shall enable union members to access accredited union officials during normal working hours.

#### **10.2 Trade Union Training/Business Leave**

Subject to any genuine operational requirements of a relevant work area, special leave with pay will be granted to union members for the following purposes and roles:

- a) To attend short trade union training courses conducted by or with the support of the Unions relevant to the business of the Union/s or industrial relations in the workplace;
- b) Union delegates shall be permitted reasonable time to conduct official union business which requires the personal attendance of the staff member. Official union business includes Branch Committee meetings and meetings of State union bodies of which the staff member is a member, and in respect of union National Executive members or members of the union National Council, includes attendance at meetings of those bodies. All other costs related to attendance at a course or meeting are the responsibility of the union;
- c) The University shall be entitled to establish procedures to verify applications for leave under this clause; and
- d) A maximum of ten (10) days' special leave with pay shall be granted over any two (2) year period to any union member under this clause. Additional special leave with pay may be granted in special circumstances at the discretion of the Director: Human Resources but in no case shall the time exceed twenty (20) working days in two (2) years.

#### **10.3 Payroll Deductions**

The University shall provide each Union with access to arrangements through which their members may authorise the deduction of their membership dues from their salaries for on-forwarding to the Union.

#### **10.4 Union Notices, Induction and Staff Lists**

- a) The University will recognise Union notices as legitimate material for posting on appropriate notice boards as long as this material is clearly labelled with the Union logo.
- b) The University's general induction information shall contain reference to the relevant unions including contact advice.
- c) Arrangements in relation to the provision of new staff lists will be dealt with through an exchange of letters between the University and relevant union.

## **11. PROCEDURAL FAIRNESS**

Procedural fairness is defined as the requirement for giving all parties to a controversy a fair opportunity for correcting or contradicting any relevant statement that is prejudicial to their view.

## **12. CONSULTATION WITH STAFF**

12.1 The University is committed to direct consultation with staff to ensure that they are informed about workplace matters affecting them. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker. Consultation is not perfunctory advice on what is about to happen. Consultation is not joint decision making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals.

12.2 Key mechanisms for communication and consultation include, but are not limited to:

- a) Division, Institute, School, Unit and Team meetings; and
- b) Email and other forms of communication as determined by the University.

## **13. CONSULTATION WITH UNIONS**

13.1 The University is committed to consultation with the unions on matters pertaining to this Agreement and related policies, procedures and guidelines. It is accepted that the sharing of information and exchange of views will assist in promoting a positive industrial relations environment.

13.2 Matters relating to the implementation of this Agreement may be raised at any time and meetings to discuss issues will take place as required.

## **14. GENDER AND EQUITY**

The University is committed to employment practices that help prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, trade union membership and activity, national extraction or social origin.

## **15. WORKPLACE BULLYING**

15.1 Workplace bullying occurs if an individual staff member, or group of staff, repeatedly behaves unreasonably towards another staff member or group of staff, and that behaviour creates a risk to health and safety.

15.2 Workplace bullying does not include reasonable action(s) carried out in a reasonable manner.

15.3 The University has developed procedures for dealing with complaints of workplace bullying in a timely and effective manner.

## **16. PERSONNEL RECORDS**

The University shall keep personnel files for each staff member and a staff member shall have access to his/her file for perusal at a reasonable time during working hours.

## **17. TRANSFER**

In a situation where irreconcilable differences between two (2) members of staff affect work performance, staff wellbeing or efficiency, it shall be management prerogative to transfer one (1) of those staff (in consultation with the staff member to be transferred and their representative) following all reasonable attempts at reconciliation.

## **18. JOURNEY INSURANCE**

- 18.1 The University will maintain its journey insurance currently provided to cover staff for accident insurance providing capital and weekly loss of income benefits for injuries resulting in disablement solely and directly occurring whilst engaged in a direct journey between the bounds of their normal residence and place of employment for the purposes of starting or ending their day's work.
- 18.2 The University will implement this for the period of this Agreement. The University is not responsible for any costs associated with journeys to and from work other than the payment of the appropriate journey insurance premiums. All benefits are subject to the schedule of loss, excesses and definitions in the terms and conditions of the policy. Journey insurance is in no way related to business travel insurance.

## **19. INTELLECTUAL FREEDOM**

- 19.1 The University and staff members covered by this Agreement are committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University.
- 19.2 Intellectual freedom means the freedom of academic staff, and, to the extent consistent with their employment obligations and role, professional staff, to engage in critical inquiry, intellectual discourse and public controversy without fear or favour, but does not include the right to harass, intimidate or vilify.

## **20. INTELLECTUAL PROPERTY**

The University acknowledges the concepts of intellectual property and moral rights, and has developed the [University Activities – Intellectual Property: Ownership and Commercialisation Guidelines](#).

## **21. PRIVACY**

The University respects the privacy of its staff and will ensure that it operates in accordance with relevant privacy legislation.



## **SECTION 3      MANAGING CHANGE**

### **22.      MANAGING CHANGE IN THE WORKPLACE**

#### **22.1      Commitment to Consult**

- a) The University is committed to consultation with staff and the relevant union(s) where the University proposes to implement changes in work activities that are likely to have significant consequences. Where significant consequences are likely to impact one staff member only, the University will consult directly with that staff member and where they so choose, their representative, in lieu of the processes in sub-clauses 22.3 and 22.4.

#### **22.2      Significant Consequences**

For the purpose of sub-clause 22.1, significant consequences include but are not limited to:

- a) Hours of operation and work;
- b) Substantial change to the structure of, or the skills required in a Division, School, Institute or Unit; or
- c) Redundancy.

#### **22.3      Discussion Paper**

- a) The University shall initiate a consultation process which will include issuing a discussion paper to those staff likely to be directly affected that describes the proposed workplace change, or options under consideration and the rationale for change. The discussion paper shall include all relevant details of the changes proposed, the effects the changes are likely to have on staff, timeframes for consultation and implementation where relevant and measures to avert or minimise any adverse effects on staff.
- b) The University shall provide the discussion paper to affected staff and the relevant union(s) at least ten (10) working days prior to a management initiated meeting to consult on the change proposals. Affected staff should be provided with reasonable opportunity to attend the meeting. Staff present at the meeting will have the opportunity to raise issues and have them identified and acknowledged.

#### **22.4      Final Managing Change Plan and Implementation**

Following consultation on the change proposals pursuant to sub-clause 22.3, the University shall give prompt and demonstrable consideration to matters raised by affected staff members and the relevant union(s), in relation to the discussion paper. The University shall explore all reasonable options and wherever reasonably practicable, adopt options to avert job loss. The University shall distribute a final managing change plan which responds to the matters raised in the consultation process and includes reasonable timeframes for implementation to all affected staff and the relevant union(s).

#### **22.5      Placement of Continuing Staff**

- a) Where a new organisational structure is introduced the review of a position description may include an assessment of the classification.
- b) Existing continuing staff shall be placed in either:
  - i) New and/or vacant continuing positions in the new organisational structure at the same level as the staff member's previously held substantive position, where the manager, with advice of the Director: Human Resources, determines that there is a minimum 75% match between the skill base required for a new position and the skill base of a staff member, or that the staff member would meet this requirement with no more than six (6) months retraining as determined by the Director: Human Resources; or

- ii) Where placement is not possible in accordance with sub-clause 22.5 b) i), any other vacant continuing position in the University at the same level as the staff member's previously held substantive position, where the Director: Human Resources, determines that there is a minimum 75% match between the skill base required for a new position and the skill base of a staff member, or that the staff member would meet this requirement with no more than six (6) months retraining as determined by the Director: Human Resources.
- c) Where a staff member is placed into a continuing position in accordance with clause 22.5 b), that is at the same level as the staff member's previously held substantive position and there is a minimum of a 75% skills match, there is no entitlement to redeployment or redundancy payments in relation to the previously held substantive position.
- d) A staff member may only be placed in a lower level position by agreement and the position shall be no greater than one (1) classification level lower than the staff member's previously held substantive position. The staff member's salary shall be maintained at the previous level for two (2) years, after which it shall be paid at the lower classification level but at the highest increment, with the possibility of identifying this position as linked according to the University's [Classification Linking Guidelines](#).
- e) Where a greater number of staff meet the requirements for placement in the structure than there are positions available, the University will call for expressions of interest in a voluntary redundancy benefit from affected staff. Approval of a voluntary redundancy will be at the discretion of the University. If after the completion of this process, there still remains a greater number of staff than positions available, a simplified merit selection process shall be conducted between the staff concerned.
- f) Any staff not placed into a position at the conclusion of the process in sub-clause 22.5 b) or e), will be declared to be occupying positions which are redundant and shall be offered a voluntary redundancy, or redeployment in accordance with the relevant provisions of this Agreement.
- g) The anticipated date on which a position is redundant and takes effect shall be specified in the final managing change plan.
- h) If a staff member considers their placement to be inappropriate, they shall be referred to clause 49 of this Agreement.

## **SECTION 4 RECRUITMENT**

### **23. RECRUITMENT**

- 23.1 Recruitment shall be in accordance with the University's [Staff Recruitment and Selection Policy \(HR-27.1\)](#) and recruitment and selection procedures on the University website.
- 23.2 All positions advertised externally shall also be simultaneously advertised internally and preference will be given, in selection, to internal applicants who are of equal merit to external applicants. However, the procedures relating to redeployees should be followed in the first instance.

### **24. INDIGENOUS EMPLOYMENT STRATEGY**

- 24.1 The University is committed to reconciliation with Indigenous Australians and endorses the principles and strategies consistent with the [University of South Australia Indigenous Employment Strategy](#) as amended from time to time.
- 24.2 The University:
- a) Will use reasonable endeavours to increase Indigenous employment across the University to 2% of the total staff population (i.e. 52 FTE staff members as at the date of approval of this Agreement) by the nominal expiry date of this Agreement.
  - b) Shall provide appropriate support and development opportunities to Indigenous Australian staff members.
  - c) As appropriate, shall identify and designate vacant positions in any area of the University at any classification level to assist in the achievement of the principles stated in this clause.
  - d) Recognises the importance of facilitating respectful relationships between Indigenous and non-Indigenous staff members and will ensure relevant cultural awareness training is available for staff.
- 24.3 In recognition of the increased effectiveness and productivity of staff proficient in Aboriginal and Torres Strait Islander languages, a staff member who is required by the University to use Aboriginal and Torres Strait Islander language in the course of their employment shall be paid an allowance in accordance with clause 33.5.
- 24.4 A staff member may be eligible for cultural leave in accordance with the conditions prescribed in clause 47 of this Agreement.

### **25. RECOGNITION OF PRIOR EMPLOYMENT**

The University shall consider applications to recognise prior continuous service with other Australian universities or any other employer with which the University has a reciprocal arrangement.

## **SECTION 5      TYPES OF EMPLOYMENT**

### **26.      TYPES OF EMPLOYMENT**

- 26.1 Continuing employment (either full-time or part-time) is an appointment made for an indefinite period and where the nature of work is ongoing.
- 26.2 Fixed-term employment means full-time or fractional employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of employment will expire) and for which, during the term of employment, the contract is not terminable by the University, other than during or at the completion of a probationary period, or for cause based upon unacceptable performance or serious misconduct.
- 26.3 Casual employment is an appointment of a staff member by the hour and paid on an hourly basis in accordance with clauses 60 (academic staff) and 71 (professional, security, grounds and document services staff).
- 26.4 Part-time employment on a continuing or fixed-term basis is employment for a specified fraction of the ordinary hours of work of a full-time staff member, for which all entitlements are paid on a pro rata basis calculated by reference to the time worked.

### **27.      REQUIREMENT TO STATE TERMS OF ENGAGEMENT**

Upon engagement, the University shall provide to a staff member an instrument of appointment that stipulates the type of employment and informs the staff member of the terms of engagement at the time of the appointment in relation to:

- a) For staff members other than casual staff members, the classification level and salary of the staff member on commencement of the employment, and the hours or the fraction of full-time hours to be worked;
- b) For a fixed-term staff member, the term of the employment, the length and terms of any period of probation, and the category of fixed term employment as referred to in clause 28 of this Agreement;
- c) For any staff member subject to probationary employment, the length and terms of the probation;
- d) For casual staff members, the duties required, the number of working hours, the rate(s) of pay stipulated and a statement that any additional duties required during the term will be paid in accordance with the provisions of clauses 60, 62, 71 and Schedule 4 and 5;
- e) Other main conditions of employment including the documentary, or other recorded sources from which such conditions derive (for example policies, procedures, guidelines) and where these can be found on the University website; and
- f) The duties and reporting relationships that shall apply upon appointment.

### **28.      FIXED-TERM EMPLOYMENT**

#### **28.1      Categories of Work**

The use of fixed-term employment for contracts offered on or after the date of commencement of this Agreement, shall be limited to the employment of a staff member engaged on work activity that comes within the description of one or more of the following circumstances:

a) **Specific Task or Project**

A definable work activity which has a definable starting time and which is expected to be completed within an anticipated timeframe.

Without limiting the generality of the circumstance, it shall also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

b) **Research**

Work activity by a person engaged on research only functions or a person directly supporting such a person and funded by the same source (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) for a contract period not exceeding five (5) years.

- i) Staff employed in relation to a specific research grant should normally be offered a contract for the whole period for which work of the type they have been contracted to provide will be required.
- ii) Staff should not be required to work prior to the signing of a contract for the services they are to provide. If funding for the research project is delayed the staff member should not be required to begin work or their contract should be funded by the cost centre within which the research project will be located and subsequently reimbursed from the project funding.
- iii) Staff engaged on successive research projects shall be considered to have unbroken service with the University if the period between successive contracts is less than six (6) months, but the period between contracts will not count as service.

c) **Replacement Staff Member**

Work activity replacing a full-time or part-time staff member for the whole of the period for which the staff member is either on authorised leave of absence or is temporarily seconded away from his/her usual work area, for a period normally not in excess of two (2) years, or performing the duties of:

- i) A vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
- ii) A position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the employer and in progress for that vacant higher duties position,

until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable.

d) **Work-Force Planning Contract**

Where a full-time or a part-time staff member declares that it is his or her intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five (5) years.

e) **Graduate or Traineeship**

Employment under this category can be offered where:

- i) A recent graduate is employed on a development program, in which case a contract shall not exceed two (2) years; or

- ii) A trainee is employed pursuant to a traineeship approved by the relevant state training authority.

f) **Teaching Academic**

- i) Employment under this category can be offered where the work activity to be undertaken is defined as a Teaching Academic in accordance with clause 64 Workload – Academic. Employment can be on a full-time or part-time basis.
- ii) Eligibility of employment to this category is restricted to persons who:
  - a) Have had casual academic employment experience within the past twelve (12) months plus no continuing employment within UniSA during the previous three (3) years; or
  - b) Have other relevant work experience for the work activity to be undertaken; or
  - c) Are enrolled as a student and the work required is generally related to a degree course that the student is undertaking.
- iii) A contract is to be not less than six (6) months and no more than three (3) years.
- iv) By the end of the nominal life of this Agreement, the University will appoint forty (40) staff members employed under this sub-clause 28.1 f) to continuing employment. Continuing employment can be offered on a full-time or part-time basis at a classification level no less than Academic Level B step 1. A staff member's existing classification and/or incremental step will be maintained on appointment where it is higher than Level B step 1.
- v) Where a staff member is appointed to continuing employment under sub-clause 28.1 f) iv), the period of employment under a fixed-term contract in accordance with this sub-clause 28.1 f) will count towards the probationary period, provided that the continuing employment is at the same classification level and for similar work.

g) **HEO10 and above**

- i) Employment under this category can be offered to professional staff employed at HEO10 or above. This category only applies to employment offered on or after the commencement date of this Agreement.
- iii) A contract shall not exceed five (5) years.

h) **Any Other Circumstance Mutually Agreed**

In instances where the above categories do not address an operational need to appoint on a fixed-term basis, the University may offer a fixed-term contract subject to the agreement of the NTEU and/or CPSU (as relevant). An agreement shall be recorded through an exchange of letters.

28.2 **Entitlements and calculation of continuous service**

- a) A fixed-term staff member shall be entitled to the same terms and conditions as would apply to a continuing full-time or part-time staff member engaged in an equivalent classification and working an equivalent proportion of normal weekly ordinary hours for the classification.
- b) For the purpose of this Agreement and for the purpose of determining which provisions under this Agreement apply to fixed-term staff members, breaks between fixed-term appointments of up to two (2) times per year and of up to six (6) weeks shall not constitute breaks in continuous service. In addition, a break between fixed-term appointments over the summer period

between study period 5 in one year and study period 2 in the following year shall not constitute a break in continuous service.

- c) Periods of approved unpaid leave shall not count for service, but shall not constitute breaks in service for the purposes of this clause.

### 28.3 Notice

- a) The University shall provide to a fixed-term staff member, other than a staff member employed on a contract described in sub-clauses 28.1 c), 28.1 d), 28.1 e), and 28.1 h), a written notice of the University's intention to renew, or not to renew, employment with the University upon the expiry of the contract. Such notice shall be the greater of:

- i) Any entitlement to notice of the University's intention to renew, or not to renew, employment with the employee upon the expiry of the contract; or
- ii) Notice as per the following table:

Period of Continuous Service	Period of Notice
Up to 3 years	At least 2 weeks
3 years but less than 5 years	At least 3 weeks
5 years or over	At least 4 weeks

In addition to this notice, a staff member over the age of forty five (45) years at the time of the giving of notice and with not less than two (2) years continuous service shall be entitled to an additional one (1) weeks' notice.

- b) Where, because of circumstances external to the University and beyond its control, which relate to the provision of specific funding to support employment, the University is not reasonably able to give the notice required by this sub-clause, it shall be sufficient compliance with this sub-clause if the University:
  - i) Advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and
  - ii) Gives notice to the staff member at the earliest practicable date thereafter.

### 28.4 Severance Pay

- a) A fixed-term staff member whose contract of employment is not renewed in circumstances where the staff member seeks to continue the employment shall be entitled to a severance payment in accordance with the entitlements in sub-clause 28.4 b) below in the following circumstances:
  - i) The staff member is employed on a second or subsequent fixed-term contract to do work required for the circumstances described in sub-clause 28.1 a) or 28.1 b) and the same or substantially similar duties are no longer required by the University; or
  - ii) The staff member is employed on a fixed-term contract to do work required for the circumstances described in sub-clause 28.1 a) or 28.1 b) and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties because the incumbent has not met the requirements specified in sub-clause 28.5 a) below.

- b) Where a staff member is entitled to a severance payment in accordance with sub-clause 28.4 a) above, the following payments shall apply:

<b>Length of Continuous Service</b>	<b>Severance Pay</b>
More than 1 but less than 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

- c) Where the University advises a staff member in writing that further employment may be offered within six (6) weeks of the expiry of a period of fixed-term employment, then the University may defer payment of severance benefits for a maximum period of four (4) weeks from the expiry of the period of fixed-term employment.

#### **28.5 Right to Further Employment**

- a) At the time of giving the notice required by sub-clause 28.3 above, the University shall also advise whether it intends to continue the position or not. Where the decision is to continue the position, the incumbent has a right to further employment in accordance with the following criteria:

Where the staff member is employed on a contract in the circumstances described in sub-clause 28.1 a) or 28.1 b), the incumbent will be offered further employment in the position provided the incumbent was employed in the relevant position through a competitive and open selection process and has performed satisfactorily in that position.

- b) Where the staff member is employed on a contract in the circumstances described in sub-clause 28.1 c), 28.1 d), 28.1 f), 28.1 g) and 28.1 h), no right to further employment exists. However, nothing in this provision precludes the University from offering further employment to a staff member in accordance with the provisions of this Agreement, or staff from applying for other positions in the University in accordance with recruitment and selection policies and procedures.

#### **28.6 Contracts Offered Prior to Commencement of Agreement**

- a) In relation to fixed-term contracts offered prior to the commencement date of this Agreement, those contracts shall continue to operate as lawful and legitimate contracts under this Agreement. However, entitlements and conditions concerning notice, severance payments and rights to further employment shall be determined as follows:
- i) Clause 28 and Schedule 6 of the *University of South Australia Enterprise Agreement 2011*;
  - ii) Clause 24 of the *University of South Australia Academic and Professional Staff Collective Agreement 2006*;
  - iii) Clause 18 of the *University of South Australia Security and Grounds Staff Enterprise Agreement 2008*;
  - iv) Clause 22 of the *University of South Australia Document Services Staff Collective Agreement 2006*.
- b) The entitlements and conditions prescribed in sub-clause 28.6 a) above, shall apply in lieu of those prescribed in sub-clause 28.3, 28.4 and 28.5 of this Agreement. Where no entitlement exists in sub-clause 28.6 a) above, an entitlement does not extend by virtue of this Agreement.



## SECTION 6 REMUNERATION AND RELATED MATTERS

### 29. SALARIES

#### 29.1 Salaries

The salaries for staff covered by this Agreement (excluding trainees) are set out in the following Schedules:

- a) Academic staff – Schedule 1;
- b) Professional, document services and grounds staff – Schedule 2;
- c) Security staff – Schedule 3;
- d) Casual academic staff – Schedule 4; and
- e) Pilots – Schedule 5.

#### 29.2 Salary Increases

- a) This Agreement and the Schedules referred to in sub-clause 29.1 shall include the following salary increases to apply from the first full pay period commencing on or after:

- 30 June 2014 – 3.5%;
- 30 June 2015 – 3.2%;
- 30 June 2016 – 3.2%;
- 30 June 2017 – 3.2%; and
- 31 March 2018 – 2.9%.

- b) The salary increases in 29.2 a) shall not apply to trainees whose salary rates are determined in accordance with *Schedule E of the Higher Education Industry – General Staff – Award 2010* (as amended or replaced).

#### 29.3 Security Staff Only

The salaries for security staff as set out in Schedule 3 are determined on the following basis:

- a) Security staff employed on or before 26 September 2008 will be paid the grandparented salary rate in lieu of:
  - i) Shift work allowance prescribed in clause 75.3 b);
  - ii) First aid allowance prescribed in clause 33.4; and
  - iii) Fire Officers allowance.
- b) Security staff employed after 26 September 2008 will be paid the non grandparented salary rate.

#### 29.4 Document Services and Grounds Staff Only

- a) Document services and grounds staff employed before the commencement date of this Agreement will transition from their existing classification level and salary increment as set out in Schedules 3 and 4 of the *University of South Australia Enterprise Agreement 2011*, to the corresponding classification level and salary increment under the column titled “*Existing annual salary*” as set out in Schedule 2 of this Agreement. Any increase in salary as a result of the transition will apply from the first full pay period commencing on or after the commencement date of this Agreement.

- b) For the purposes of sub-clause 29.4 a), the transition of grounds staff to the appropriate classification in Schedule 2 will be in accordance with the following:

Existing Grounds Staff Classification	Classification Schedule 2
Level 1	HEO 1
Level 2	HEO 2
Level 3	HEO 3
Level 4	HEO 4
Level 5	HEO 5

The salary increment for grounds staff under the appropriate classification in Schedule 2 will correspond to the same salary increment that applies under the grounds staff classification structure. For example, Level 3 increment 6 will transition to HEO 3 increment 6.

### 30. INCREMENTAL PROGRESSION

At the conclusion of each twelve (12) month period on the anniversary date of commencing employment at the University, full-time and part-time staff members will progress to the next highest increment in the classification level of their appointed position, except as provided below:

- a) Where an increment has been withheld in accordance with the Disciplinary Procedures of this Agreement.
- b) Where a staff member has been promoted to a position at a higher classification level or their appointed position is reclassified, the appropriate date for the next increment shall be the anniversary of the date of promotion or reclassification.
- c) Where a staff member has been appointed to another position at the same classification level but at a higher incremental step (new appointment), the appropriate date for the next increment shall be the anniversary date of the new appointment.
- d) Where a staff member has been granted a period of leave without pay which does not count as service, the appropriate date for the increment shall be deferred by the period of time equivalent to the period of leave without pay.

### 31. SUPERANNUATION

- 31.1 The University agrees that for the life of this Agreement, it will maintain the current arrangements for superannuation in respect to access to superannuation schemes and contribution rates, including the terms and conditions of the *Tertiary Education Sector Superannuation Scheme – Superannuation Award 1988*, that are in effect as of the date of approval of this Agreement. Except that employer superannuation contributions for casual staff shall be in accordance with the percentages in Section 19 (2) of the *Superannuation Guarantee (Administration) Act 1992* (as amended or replaced).
- 31.2 Should the University seek to vary its Deed of Covenant with UniSuper during the life of this Agreement, the University will agree the change/s with the unions prior to giving effect to any change/s.

### 32. SALARY SACRIFICE

- 32.1 Staff members may choose to sacrifice part of their salary from a list of items, subject to eligibility and conditions in the University's [Salary Sacrifice Guidelines and Conditions](#).
- 32.2 Where a staff member elects to salary sacrifice in accordance with 32.1 above, the staff member shall enter into a salary sacrifice agreement (SSA). A SSA is the formal administrative instrument between the University and the staff member that enables salary packaging arrangements to be put in place.

32.3 Subject to any conditions in the University's [Salary Sacrifice Guidelines and Conditions](#), the salary payable to a staff member where the staff member elects to enter into a SSA pursuant to this Agreement, will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Agreement.

### **33. ALLOWANCES AND EXPENSES**

#### **33.1 Meal Allowance**

- a) Any staff member who by direction of the supervisor commences duty two (2) hours or more before the time prescribed for commencing duty or who remains on or returns to duty and works for two (2) hours or more after the time prescribed for ceasing duty may, where such additional duty necessitates taking a meal away from such staff member's place of residence, be paid an allowance for such meal at the rate of \$11.65 for meals other than an evening meal, and at the rate of \$16.65 for each evening meal.
- b) For those staff members working on an approved flexi-time basis which is different to the prescribed times, the agreed commencing and ceasing times for those staff members may be substituted for the prescribed times. If there are no agreed times on a particular day when directed to commence early or remain or return to work then the prescribed times shall apply.
- c) Any staff member, who by direction of the division/school/unit manager is required to perform duties extending beyond a meal break on a Saturday, Sunday or public holiday on which a staff member would not normally be required to work and who is not entitled to payment for that meal break, may be paid an allowance for the cost of each meal necessarily taken away from such staff member's place of residence at the rate of \$11.65 for each meal other than an evening meal, and at the rate of \$16.65 for each evening meal; provided that a staff member shall not be paid meal allowances for Saturday, Sunday or public holiday work that is a normal feature of the staff member's employment.
- d) The meal allowances provided for above will not apply where a division/school/unit supplies a meal (without charge) to a staff member.
- e) The meal allowance payable to the staff member shall not exceed the amount charged by the division/school/unit for such meal.
- f) The meal allowance prescribed in these provisions shall be adjusted in accordance with the annual percentage change in the Consumer Price Index for Adelaide, for the preceding twelve (12) months ending in the September quarter. Any adjustments shall be rounded to the nearest five (5) cents and be operative from the first pay period commencing on or after 1 November in that year.

#### **33.2 Travel Expenses**

Travel expenses shall be paid in accordance with the University's [Travel Guidelines](#).

#### **33.3 Motor Vehicle Allowance**

- a) No staff member is required under any circumstances to use their private vehicle for official purposes if they do not wish to do so.
- b) The payment of the allowance for the use of a private motor vehicle for purposes related to employment will only occur where approval has been given by the cost centre manager prior to the actual use of the private motor vehicle by the staff member.
- c) When University pool vehicles or Hughes cars are available, that transport is to be the first requirement.
- d) Where a staff member has been given approval to use the staff member's private vehicle for official purposes, such staff member will be paid an allowance per kilometre travelled in accordance with the rates published by the Australian Taxation Office.

#### **33.4 First Aid Allowance**

- a) Where in the performance of their duties, a staff member is required to hold a current First Aid Certificate; the staff member will be given the opportunity to undertake an appropriate course to become so qualified during ordinary working hours (where such course is available during

ordinary working hours). The University will reimburse the staff member the cost of acquiring such qualifications.

- b) Where a First Aid Officer agrees to renew their First Aid qualification, that staff member will be given the opportunity to undertake the retraining during ordinary working hours, (where such course is available during ordinary working hours). The University will reimburse the staff member the cost of renewing the qualification.
- c) Where, in the performance of their duties, a staff member is required to hold a current First Aid Certificate or equivalent, and where such qualification(s) had already been attained prior to the requirement that such qualifications be held, the cost incurred in gaining the qualification(s) will not be reimbursed.
- d) A First Aid Officer will be paid a First Aid Allowance of \$26.90 per fortnight provided that the officer is required to be able to perform those duties on at least six (6) days a fortnight.
- e) Staff members required to be able to perform the duties of a First Aid Officer for less than six (6) days a fortnight will be paid an allowance calculated on a pro rata basis using the rate expressed in sub-clause 33.4 d). This payment will be paid per hour for each hour worked or part thereof.
- f) The First Aid Allowance prescribed in sub-clause 33.4 d) shall be adjusted in accordance with the annual percentage change in the Consumer Price Index for Adelaide for the preceding twelve (12) months ending in the September quarter. Any adjustments shall be rounded to the nearest five (5) cents and be operative from the first pay period commencing on or after 1 November in that year.

### **33.5 Indigenous Language Allowance**

- a) In recognition of the increased effectiveness and productivity of staff proficient in Aboriginal and Torres Strait Islander languages, a staff member who is required by the University to use Aboriginal and Torres Strait Islander language in the course of their employment shall be paid an allowance of:
  - i) Level 1 - \$2256.10 per annum  
Level 1 is an elementary level. This level of accreditation is appropriate for staff members who are capable of using minimal knowledge of language for the purpose of simple communication.
  - ii) Level 2 - \$3764.30 per annum  
Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.
- b) Aboriginal and Torres Strait Islander language shall mean a recognised proficiency in any one of the Aboriginal or Torres Strait languages.
- c) The Indigenous Language Allowance prescribed in sub-clause 33.5 a) shall be adjusted in accordance with the annual percentage change in the Consumer Price Index for Adelaide for the preceding twelve (12) months ending in the September quarter. Any adjustments shall be rounded to the nearest five (5) cents and be operative from the first pay period commencing on or after 1 November in that year.

## **34. RECOVERY OF MONEY OWED BY STAFF**

34.1 The University may make salary deductions in order to recover moneys owed by a staff member including but not limited to:

- a) Relocation expenditure incurred on behalf of a staff member and which the University is entitled to recover due to the staff member terminating his or her employment without completing the requisite period specified in the offer of appointment;
- b) Payment of leave in advance; and
- c) Overpayments of salary or allowances.

34.2 Before commencing to make a salary deduction, the University will provide the staff member with written details of the moneys owing and the reasons and make a reasonable attempt to consult with the staff member on a reasonable method and timeline of repayment. The University shall then provide the staff member with written details of the repayment arrangements and the date of commencement.

**35. PUBLIC HOLIDAYS**

35.1 South Australian based staff members shall be granted on full pay, public holidays and days gazetted as such by the State Government of South Australia. Non-South Australian based staff members shall be granted on full pay, public holidays gazetted or proclaimed as such by the relevant Australian State or Territory Government.

35.2 A staff member who agrees to work on a public holiday will be paid at the rate of double-time and a half of the ordinary rate of pay with a minimum payment of four (4) hours.

35.3 The supervisor and staff member may agree to have time off in lieu of paid overtime for time worked on a public holiday. The staff member will receive a minimum of four (4) hours' time off in lieu for each public holiday, on which work is performed, regardless of hours worked.

35.4 This clause does not apply to public holidays falling on a Saturday or Sunday.

## SECTION 7 FLEXIBLE WORK ARRANGEMENTS

### 36. FLEXIBLE WORK ARRANGEMENTS

- 36.1 The University acknowledges the mutual benefit of flexible work arrangements to balance work and other (including family) commitments. Conditions associated with the flexible work arrangements shall be in accordance with the University's [Flexible Work Arrangements](#) procedure. Eligible staff members (as set out in the [Flexible Work Arrangements](#) procedure) may apply to their supervisor in writing to participate in a flexible work arrangement option as set out in the procedure. Participation is voluntary and at the request of the staff member.
- 36.2 All leave entitlements that accrue during the term of a staff member's participation in a Reduced Employment Fraction flexible work arrangement will be paid on a pro rata basis. The staff member shall be advised, at the time of requesting a flexible work arrangement, of any financial implications and that it may mean a reduced payment for future periods of leave.
- 36.3 The University or staff member may initiate in writing the termination of a flexible work arrangement with no less than six (6) weeks' notice.

### 37. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

This clause constitutes the flexibility term required by section 202 of the Act. In addition to the flexible work arrangements in clause 36, individual flexibility arrangements may be made in accordance with the following criteria and items:

- 37.1 The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement on the following basis:
- a) the arrangement deals with one (1) or more of the following matters:
    - i) arrangements about when work is performed;
    - ii) overtime rates;
    - iii) penalty rates;
    - iv) allowances;
    - v) the taking of additional leave without pay by a partner consequent upon the birth or adoption of a child, in addition to the partner leave entitlements provided for in sub-clause 45.2 j);
  - b) the arrangement meets the genuine needs of the University and staff member in relation to the matters mentioned in subclause 37.1 a); and
  - c) the arrangement is genuinely agreed to by the University and staff member.
- 37.2 The University must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the Act; and
  - b) are not unlawful terms under section 194 of the Act; and
  - c) result in the staff member being better off overall than the staff member would be if no arrangement was made.
- 37.3 The University must ensure that the individual flexibility arrangement:
- a) is in writing; and
  - b) includes the name of the University and staff member; and
  - c) is signed by the University 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
  - d) includes details of:
    - i) the terms of the enterprise agreement that will be varied by the arrangement; and

- ii) how the arrangement will vary the effect of the terms; and
    - iii) how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement;
  - e) states the day on which the arrangement commences; and
  - f) does not require that anyone else approve the arrangement, other than the staff member and the University.
- 37.4 The University must give the staff member a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed.
- 37.5 The University or staff member may terminate the individual flexibility arrangement:
- a) by giving no more than twenty eight (28) days written notice to the other party to the arrangement; or
  - b) if the University and the staff member agree in writing — at any time.

## SECTION 8 STAFF DEVELOPMENT AND PERFORMANCE MANAGEMENT

### 38. STAFF DEVELOPMENT AND PERFORMANCE MANAGEMENT

- 38.1 Staff development is an essential and necessary part of the performance management program.
- 38.2 Staff development is a shared responsibility between the staff member and the University. Each staff member shall have a nominated supervisor. Academic staff may request the nomination of an alternative supervisor. An alternative supervisor should be a staff member and play a leadership role in the discipline area of the staff member concerned.
- 38.3 The University is committed to:
- a) Fostering lifelong learning;
  - b) Providing opportunities for staff to maintain and develop their professional knowledge, skills and expertise;
  - c) Establishing staff development mechanisms that assist staff to achieve professional satisfaction by undertaking work consistent with the University's present and future goals, such as possible secondment opportunities;
  - d) Developing individual capabilities to expand the University's capacity and assist the attainment of strategic goals;
  - e) The provision of training and career development opportunities for all University staff.
- 38.4 The University will maintain a [Performance Management Policy](#) that will be guided by the following principles:
- a) All supervisors responsible for conducting performance management shall be appropriately trained;
  - b) Performance management will be based on a fair and objective assessment of staff achievements and a positive commitment to staff development that does not emphasise punitive measures; and
  - c) Performance management must consider a staff member's career goals and aspirations, to enable staff to maximise their contribution to the achievement of the University's goals and, in turn, gain the maximum benefit from the University's various programs supporting enhanced staff performance.
- 38.5 An essential condition for any successful performance management process is a clear and mutual understanding of the level, quantity and quality of the work required. To achieve this will require:
- a) Expectations of staff performance that are consistent, structured and clear;
  - b) The workload requirements being reflected in the annual workplan;
  - c) An established position description for all staff members prior to performance assessment;
  - d) That the staff member and their supervisor agree on performance goals and outcomes and, consequently, on a Performance Development and Management plan.
- 38.6 While the direct supervisor will retain responsibility for implementing the Performance Development and Management process, access to performance management plans and outcomes will be extended to the relevant Head of School/Director (or equivalent), where that manager is not the direct supervisor and to the relevant Senior Management Group member.
- 38.7 The Performance Development and Management framework will be applied to staff covered by this Agreement, the details of which will be readily accessible to all staff members.



**39. WHYALLA AND MOUNT GAMBIER**

- 39.1 Staff located on the Whyalla or Mount Gambier Campuses will be supported for participation in professional development consistent with opportunities available to staff located in Adelaide.
- 39.2 Staff whose participation in professional development in Adelaide cannot be accommodated by travel associated with attendance at school meetings or other University obligations can seek approval from the Director: Centre of Regional Engagement for up to:
- a) Three (3) return airfares from Whyalla or Mount Gambier to Adelaide for academic staff; and
  - b) One (1) return airfare from Whyalla or Mount Gambier to Adelaide for professional staff.
- 39.3 The timing of the travel will be negotiated with the Director: Centre of Regional Engagement whose agreement shall not be unreasonably withheld.

## SECTION 9 LEAVE PROVISIONS

### 40. RECREATION LEAVE

- 40.1 Full-time staff members shall be entitled to twenty (20) working days recreation leave for each completed year of service. Part-time staff members shall accrue recreation leave on a pro rata basis with the calculation of leave based on their employment (FTE) fraction. Recreation leave will accrue and be credited to staff members on a monthly basis.
- 40.2 Recreation leave for academic staff shall be in addition to the non-public holidays occurring between Christmas and New Year's Day.
- 40.3 The University will implement leave management plans to encourage staff to take their recreation leave as soon as possible in the year following its accrual. Recreation leave shall normally be taken under mutually agreed arrangements. If a staff member has an accrual equal to, or in excess of, forty (40) working days recreation leave, the supervisor may, on not less than fourteen (14) days' notice, direct the staff member to take recreation leave up to a maximum period of 1/4 of their outstanding leave entitlement.
- 40.4 All continuing and fixed-term contract staff members, subject to this Agreement, shall be entitled on the pay day preceding 1 January, to a recreation leave loading payment equal to 17-1/2 percent of salary for the period of leave accrued, with a maximum payment equal to the Statistician's average weekly total earnings for all males – (Australia) as at May each year preceding the date of accrual.
- 40.5 Other conditions associated with the taking, payment and management of recreation leave shall be in accordance with the University's [Recreation Leave and Extra Recreation Leave Procedure](#).

### 40.6 Substitution of Recreation Leave Loading for Extra Recreation Leave

Staff may elect to receive four (4) days leave in addition to recreation leave in lieu of payment of recreation leave loading in sub-clause 40.4. The conditions relating to substitution of recreation leave loading will be in accordance with the University's [Recreation Leave and Extra Recreation Leave Procedure](#).

### 41. LONG SERVICE LEAVE

The University will provide long service leave for all staff in accordance with the following provisions.

#### 41.1 Qualifying Service

- a) Service carrying entitlement to long service leave will comprise continuous service in the employment of the University, including periods of paid leave. For casual staff employed on a regular and systematic basis, reference should be made to the [Long Service Leave for Casuals Guidelines](#) with respect to the calculation of continuous service in the employment of the University;
- b) All prior continuous paid service within other Australian universities or any other employer with which the University has a reciprocal arrangement in accordance with the requirements of subclause 41.2;
- c) Any period of leave without pay while in the service of the University which the University may approve as service carrying entitlement. For this purpose where a member of staff has been granted leave without pay aggregating to more than twenty two (22) working days in any service year on personal rather than academic or professional grounds, such period of leave will not normally carry entitlement to long service leave, except in circumstances specified in clause 45 – Parental Leave and sub-clause 46.2 – Special Leave.

#### 41.2 Transferability of Service

- a) For the purpose of determining a long service leave entitlement, except for those staff that are paid a salary by the University from external research funds, the University will recognise all

prior continuous paid service at other Australian universities or any other employer with which the University has a reciprocal arrangement in the following circumstances:

- i) Recognition of prior continuous service is confined to the immediate past university or other employer (including continuous prior service that may be recognised by that university or other employer); and
  - ii) Where a staff member has not received payment from the immediate past university or other employer for accrued long service leave or no such leave has been taken, the University will recognise up to a maximum of five (5) years' service for the purpose of calculating long service leave entitlements.
- b) If a staff member has been paid in lieu of long service leave, or has taken long service leave, prior to accepting appointment at the University, the entitlement in respect of such long service leave taken or paid in lieu will not be transferred, although the staff member's date of commencement at the immediate past university will be recognised up to a maximum of five (5) years for the purpose of accessing a long service leave entitlement pursuant to this clause.
- c) Recognition of prior service with the immediate past university or immediate other employer with which the University has a reciprocal arrangement will be recognised by the University provided that:
- i) For academic staff, the period between service at the previous appointment to taking up employment at the University is no more than two (2) months, or longer period approved by the Director: Human Resources at the request of the staff member; or
  - ii) For professional, document services, security and grounds staff, the period between service at the previous appointment to taking up employment at the University is no more than three (3) months.

#### 41.3 Long Service Leave Entitlement

- a) A staff member who has ten (10) years or more full-time service is entitled to the following long service leave:
- i) Ninety one (91) calendar days leave in respect of the first ten (10) years of service, calculated as nine point one (9.1) calendar days per completed year of service; and
  - ii) Nine point one (9.1) calendar days leave in respect of each subsequent year of service.
  - iii) Members of the professional staff and ex-SACAE staff will be entitled to fifteen (15) calendar days of long service leave in respect of the sixteenth and each subsequent year of effective service.
- b) Staff members who have undertaken periods of part-time service will accrue long service leave credits on a pro rata basis in respect of that service and this will be calculated and expressed as full-time equivalent calendar days.
- c) Staff members who have undertaken periods of casual service (including staff members who are employed as a casual on a regular and systematic basis) will also accrue long service leave credits on a pro rata basis in respect of that service, calculated by averaging the weekly hours of work over the period of the casual service. Such credits will also be expressed as full-time equivalent calendar days. Procedures for the calculation and payment of long service leave for casuals shall be in accordance with the [Long Service Leave for Casuals Guidelines](#).
- d) An entitlement under this section arises in respect of completed years and months of service.
- e) Subject to sub-clauses 41.3 d) and f), a staff member who has completed seven (7) years' service is, on termination of service, entitled to a payment equal to the monetary equivalent of the staff member's balance of long service leave entitlement at the time of termination.
- f) A staff member who has completed seven (7) years' service (but less than 10 years) is not entitled to a payment under sub-clause 41.3 if:
- i) the staff member's contract of service is terminated on the ground of serious misconduct on the part of the staff member; or
  - ii) the contract of service is unlawfully terminated by the staff member.

#### 41.4 Ordinary Rate of Pay

A reference in these provisions to a staff member's ordinary rate of pay is a reference to the staff member's rate of pay as at the relevant date (date of commencement of a period of long service leave) exclusive of overtime, shift premiums and penalty rates but this definition is subject to the following qualifications:

- a) if the staff member is employed on commission or on any other system of payment by result, the staff member's ordinary rate of pay will be ascertained by averaging the staff member's weekly earnings over the twelve (12) months immediately preceding the relevant date; and
- b) for casual staff the ordinary rate of pay will be ascertained by averaging the number of hours worked per week in a period not greater than three (3) years preceding the relevant date and multiplying that result by the staff member's rate of pay per hour as at the relevant date, exclusive of overtime, shift premiums and penalty rates (and for the purposes of this paragraph a person who is employed on a casual basis is not to be regarded as being paid at a penalty rate).

#### 41.5 Taking of Leave

- a) Long service leave will be granted by the University to a staff member as soon as practicable (taking into consideration the needs of the University) after the staff member becomes entitled to the leave.
- b) Except as provided for in sub-clause 41.5 d), long service leave shall be taken at times and for periods agreed upon by the staff member entitled to the leave and the manager of the Division/School/Unit in which the staff member is employed.
- c) Long service leave should be taken in one (1) continuous period.
- d) Subject to sub-clause 41.5 e), a member of staff who has qualified for long service leave shall be entitled to take long service leave at a time of his or her choosing, provided that at least six (6) months written notice of such leave is given and, in the absence of such notice, the Vice Chancellor (or nominee) consents.
- e) Where a member of staff has accumulated a long service leave entitlement in excess of one hundred and thirty five (135) calendar days, the Vice Chancellor (or nominee) may give the staff member written notice to take up to three (3) months of such leave, at a time convenient to the needs of the University, provided that:
  - i) the Vice Chancellor (or nominee) shall give the staff member written notice of at least twelve (12) months of the date on which leave must commence;
  - ii) the staff member shall not be required to take long service leave within twenty four (24) months of the intended date of retirement of the staff member;
  - iii) the minimum period of leave the University can require a staff member to take shall be six (6) weeks;
  - iv) in any case where a staff member has taken leave pursuant to this sub-clause the Vice Chancellor (or nominee) shall not require the staff member to take a further period of long service leave for a period of two (2) years after the end of that period of leave.
- f) The Vice Chancellor (or nominee) may permit a staff member who has not less than seven (7) years effective service to take pro rata long service leave in respect of that effective service.
- g) Despite the preceding provisions of this section, the relevant cost centre manager and a staff member may agree on:
  - i) the deferral of long service leave;
  - ii) the taking of long service leave in separate periods and, where agreed, the use of other forms of leave between such periods of long service leave;
  - iii) the granting and taking of long service leave on less than the prescribed notice period;
  - iv) the taking of long service leave in anticipation of the entitlement to the leave accruing to the staff member.

- h) The University may deduct from any remuneration payable to the staff member on the termination of service the difference between the amount paid to the staff member in respect of the long service leave taken and the amount of payment in lieu of long service leave (if any) to which the staff member would have been entitled on the termination of service if the staff member had not taken leave in anticipation of the entitlement accruing where:
  - i) a staff member takes long service leave in anticipation of the entitlement to that leave accruing to the staff member; and
  - ii) before the entitlement to that leave accrues, the service of the staff member is terminated (for any reason).

#### **41.6 Minimum Absence on Long Service Leave**

The minimum absence of a staff member under an application for long service leave is seven (7) calendar days except as outlined in clause 47 Cultural Leave and clause 48 Domestic Violence Leave.

#### **41.7 Payment In Respect of Long Service Leave**

- a) A staff member who holds a substantive part-time appointment may elect to either receive payment for a period of long service leave at a full-time equivalent rate or their part-time rate. In either case the corresponding equivalent number of calendar days will be deducted from the staff member's entitlement.
- b) Payment for a period of long service leave will be made in one of the following ways:
  - i) in advance for the whole period of leave; or
  - ii) on the same days as payment of salary would have been made if the staff member remained at work; or
  - ii) in some other way agreed between the University and the staff member.
- c) A staff member may elect to take long service leave on half pay, and in that event the period of leave shall be twice the period to which the staff member would otherwise have been entitled and payment will be made for the full period of the absence at half of the staff member's normal rate of pay.

For determining the effect on other leave entitlements only:

  - i) the first half of the leave shall be on full pay; and
  - ii) the second half of the leave shall be deemed to be leave without pay.
- d) If a variation in an staff member's rate of pay occurs while the staff member is on leave, that variation will be reflected in the payment for the leave and if payment has been made in advance, the University will, on the staff member's return to work, make any adjustment necessary to give effect to the variation.
- e) A staff member who has an entitlement to not less than ninety one (91) days of long service leave may apply in any year of service to receive a payment in lieu of their long service leave entitlement (i.e. cashing in). A payment in lieu of long service leave made under these provisions by agreement with a staff member (i.e. cashing in) will be calculated at the staff member's ordinary rate of pay applicable immediately before the payment is made.

#### **41.8 Payment in Lieu on Termination of Employment**

- a) A payment in lieu of long service leave made on the termination of a staff member's service:
  - i) will be calculated at the staff member's ordinary rate of pay applicable immediately before the termination; and
  - ii) will be made to the staff member as soon as practicable following the termination or, if the staff member has died, to the personal representative of the staff member on request.

## **42. PERSONAL LEAVE**

- 42.1 In the case of personal illness or injury, full-time staff members shall be entitled to leave of absence with full pay at the rate of twelve (12) working days per year and this leave shall be cumulative without limit. Part-time staff members shall be entitled to twelve (12) working days per year paid on a pro rata basis.
- 42.2 Personal leave shall be credited at the rate of one (1) working day for each completed month of service.
- 42.3 A staff member who is unable to attend work due to personal illness or injury must:
- a) notify their supervisor of their intended absence and its estimated duration as early as practicable on the first day of their absence (or as soon as practicable thereafter where due to exceptional circumstances notification cannot be provided on the first day of the staff member's absence); and
  - b) provide a medical certificate from a registered health practitioner, or a statutory declaration or other documentation that is acceptable to the University:
    - i) for any single period of absence of five (5) working days or more; or
    - ii) where a supervisor is concerned regarding a staff member's personal leave pattern, where that pattern relates to the staff member's personal illness or injury, a medical certificate from a registered health practitioner may be required in lieu of a statutory declaration or other documentation for each day of personal leave taken by the staff member for personal illness or injury.
- 42.4 Other conditions associated with the taking, payment and management of personal leave shall be in accordance with the University's [Personal, Family Responsibility, Carer's and Compassionate Leave Procedure](#).

## **43. FAMILY RESPONSIBILITY LEAVE**

- 43.1 A staff member (excluding a casual staff member) will be entitled to nine (9) days family responsibility leave with pay for each completed year of service, for the mixed purpose of providing for:
- a) carer responsibilities; and
  - b) compassionate/bereavement; and
  - c) other special personal circumstances.
- 43.2 This leave is available where a staff member (other than a casual staff member) is unable to attend work because of the above responsibilities for one or more of the following:
- a) Child (including an adult child, adopted child or step child);
  - b) Spouse or partner (including a same-sex partner, de facto spouse or a former spouse);
  - c) Parent, parent-in-law, foster parent, or person standing in that place;
  - d) Grandparent, grandchild;
  - e) A relative;
  - f) A member of the household;
  - g) Member of a kinship group.
- 43.3 To be entitled to family responsibility leave, the following conditions must be met:
- a) Normally the staff member must be responsible for the care or support of the person concerned.
  - b) The staff member will not be entitled to take family responsibility leave where another person has family responsibility leave to care for the same person.

- 43.4 Where a staff member (other than a casual staff member) exhausts their entitlement in sub-clause 43.1 above, the staff member is entitled to a period of two (2) days of compassionate leave with pay for each occasion when a person as defined in sub-clause 43.2 of this Agreement:
- a) Contracts or develops a personal illness that poses a serious threat to his or her life; or
  - b) Sustains a personal injury that poses a serious threat to his or her life; or
  - c) Dies.
- 43.5 Compassionate leave in sub-clause 43.4 may be taken as:
- a) A single continuous two (2) day period; or
  - b) Two (2) separate periods of one (1) day each; or
  - c) Any separate periods to which the staff member and the supervisor agree.
- 43.6 Casual staff are entitled to compassionate leave without pay in the circumstances and periods described in sub-clause 43.4 and 43.5 above.
- 43.7 Other conditions associated with the taking, payment and management of family responsibility leave shall be in accordance with the University's [Personal, Family Responsibility, Carer's and Compassionate Leave Procedure](#).

#### **44. CARER'S LEAVE**

##### **44.1 Paid Carer's Leave**

A staff member (excluding a casual staff member) is entitled to access their accrued personal leave entitlement for absences to provide care or support to persons as defined in sub-clause 43.2 of this Agreement.

##### **44.2 Unpaid Carer's Leave**

- a) A staff member (including a casual staff member) is entitled to a period of up to two (2) days unpaid carer's leave for each occasion when a person as defined in sub-clause 43.2 of this Agreement, requires care or support during such a period because of:
    - i) A personal illness, or injury, affecting the person; or
    - ii) An unexpected emergency affecting the person.
  - b) Unpaid carer's leave in sub-clause 44.2 a) may be taken as:
    - i) A single continuous period of up to two (2) days; or
    - ii) Any separate periods to which the staff member and the supervisor agree.
  - c) A staff member (excluding a casual staff member) is entitled to unpaid carer's leave in sub-clause 44.2 a) if the staff member cannot take an amount of the following paid leave during the period:
    - i) Paid carer's leave in accordance with sub-clause 44.1; and
    - ii) Family responsibility leave in accordance with clause 43 of this Agreement.
- 44.3 Other conditions associated with the taking, payment and management of carer's leave (paid and unpaid) shall be in accordance with the University's [Personal, Family Responsibility, Carer's and Compassionate Leave Procedure](#).

## 45. PARENTAL LEAVE

### 45.1 Eligibility

- a) All full-time and part-time continuing and fixed-term contract staff are entitled to the entitlements where prescribed in sub-clause 45.2. A long term casual staff member is entitled to entitlements in sub-clauses 45.2 b), c), d), e), f) and h) (unpaid leave component only) only.
- b) The entitlements for fixed-term contract staff under this clause cease from the date of termination of the fixed-term contract, unless the staff member is re-employed on a continuing basis or further fixed-term contract.
- c) A long term casual staff member for the purpose of this clause is a casual staff member:
  - i) Who has been employed by the University on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months; and
  - ii) Who, but for the expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the University on a regular and systematic basis.

### 45.2 Entitlements

#### a) **Pre-Natal Leave**

A staff member who becomes pregnant is entitled to one (1) day's leave per month, at full pay, during the final six (6) months of the pregnancy, up to a maximum of six (6) days, to attend appointments associated with her pregnancy, up until the commencement of maternity leave. This leave is not cumulative and any leave not taken in a month cannot be carried over to the following month.

#### b) **Post-Natal Arrangements**

A staff member who is breastfeeding shall be entitled to reasonable breaks in paid time for lactation purposes. Clean, private space will be provided, where practicable, to breast feeding staff members during these breaks for the purpose of expressing milk.

#### c) **Maternity Leave – Unpaid**

A staff member who becomes pregnant is entitled to up to fifty two (52) weeks unpaid maternity leave (inclusive of any period of paid maternity leave).

#### d) **Parenting Leave – Unpaid**

A staff member exercising parental responsibilities who is not the birth mother is entitled up to fifty two (52) weeks unpaid parenting leave. The entitlements under this sub-clause do not apply to a staff member eligible for adoption leave under sub-clause 45.2 f).

#### e) **Pre-Adoption Leave**

- i) A staff member is entitled to up to two (2) days unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the staff member's adoption of a child.
- ii) A staff member is not entitled to take a period of unpaid pre-adoption leave if:
  - The staff member could instead take some other form of leave; and
  - The University directs the staff member to take that other form of leave.



f) **Adoption Leave – Unpaid**

- i) A staff member who adopts a child under sixteen (16) years of age is entitled to a period of up to fifty two (52) weeks unpaid adoption leave. This leave is inclusive of any period of paid adoption leave in sub-clause 45.2 g).
- ii) A further period of up to fifty two (52) weeks may be granted by the Vice Chancellor in special circumstances and where granted, this leave will apply in lieu of child rearing leave in sub-clause 45.2 l).

g) **Paid Maternity and Adoption Leave**

- i) A staff member with twelve (12) months or more continuous service prior to the expected date of birth or adoption shall be entitled to sixteen (16) weeks at 100% of their ordinary rate of pay, plus twelve (12) weeks at 50% of their ordinary rate of pay.
- ii) The sixteen (16) weeks at full pay may be taken as thirty two (32) weeks at half pay and the twelve (12) weeks at half pay may be taken as six (6) weeks at full pay, where requested by a staff member and agreed by the supervisor.
- iii) A staff member with less than twelve (12) months continuous service prior to the expected date of birth or adoption shall, for each month of continuous service, be entitled to one (1) week at 100% of the ordinary rate of pay plus one (1) week at 50% of their ordinary rate of pay.
- iv) Staff members who have changed their employment fraction to full-time or part-time in the twelve (12) months immediately preceding the date of commencement of maternity or adoption leave, will be paid their paid maternity or adoption leave on a pro-rata basis according to the average number of contracted hours per week over this twelve (12) month period.
- v) All leave accruals and superannuation contributions during the period of paid maternity or adoption leave at half pay will be on a pro rata basis.
- vi) If requested by the staff member, any paid proportion of maternity or adoption leave may be paid as a lump sum.

h) **Special Maternity and Adoption Leave**

- i) If maternity or adoption leave has commenced, or has been applied for but not commenced and:
  - a) In the case of maternity leave, the pregnancy of the staff member terminates other than by the birth of a living child; or
  - b) The staff member's child dies during the period that the staff member is on leave; or
  - c) In the case of adoption leave, the child dies during the period that the staff member is on leave.

The staff member shall be entitled to sixteen (16) weeks paid leave at 100% of the standard rate of pay applicable to the staff member (less any paid leave already taken or paid) and a further period of unpaid leave up to a maximum of twelve (12) weeks.

- ii) Further leave may be granted as special leave without pay subject to managerial determination on case by case basis.
- iii) Where partner leave has commenced and the child dies during the period that the staff member is on leave, the staff member shall be entitled to up to ten (10) days unpaid leave or such longer period as may be certified by a medical practitioner up to a maximum of four (4) weeks, in addition to any period of compassionate leave.
- iv) Where child rearing leave has commenced and the child dies during the period the staff member is on child rearing leave, the staff member shall be entitled to fourteen (14) weeks unpaid leave or such longer period as may be certified by a medical practitioner up to a maximum of fifty two (52) weeks, in addition to any period of compassionate leave.

i) **Phased In Return to Work**

- i) Upon return to work after maternity/adoption/child rearing leave, the staff member may work a reduced fraction, (0.6 for a full-time staff member) and be paid the full-time salary for a period of eight (8) weeks. For a part-time staff member, this eight (8) week period will be paid at the part-time salary rate.
- ii) Phased in return to work entitlements are only available once per child (for the purposes of this sub-clause, "child" includes children of a multiple birth/adoption, or a birth/adoption where the staff member does not return to work following a previous period of maternity/adoption leave).

j) **Partner Leave**

A full-time or part-time, continuing or fixed-term staff member who submits a certificate from a registered medical practitioner of their partner's pregnancy, or a certificate of adoption, shall be entitled to fifteen (15) working days paid leave, non-cumulative. Partner leave must be taken within twelve (12) months following the birth or adoption of a child, after which an entitlement to access this leave expires.

k) **Foster Parent Leave**

Subject to a staff member providing appropriate documentation confirming that they are acting as the primary care giver of a foster child, the staff member will be entitled to six (6) weeks leave on half pay if the child is younger than five (5) years or three (3) weeks on half pay if the child is five (5) years or over.

l) **Child Rearing Leave**

- i) In addition to maternity, adoption and parenting leave in sub-clause 45.2 c), d) and f), a further fifty two (52) weeks child rearing leave without pay shall be made available to a staff member for the care of a child not of school age, of whom the staff member is a parent (including an adopted child) or is exercising parental responsibilities.
- ii) A staff member may apply for an extension to child rearing leave beyond the fifty two (52) weeks entitlement.

**45.3 Resumption of Duty**

- a) A staff member (excluding a long term casual staff member) who returns to duty after absence on maternity, adoption, parenting or child rearing leave shall:
  - i) Unless agreed otherwise with the staff member, return to the position which they occupied immediately prior to such an absence. The staff member may negotiate a return to work on a fractional time basis by agreement with their supervisor in accordance with the provisions of Clause 36 – Flexible Work Arrangements.
  - ii) In the event that the position they occupied immediately prior to such absence is not available due to reorganisation of the work unit, they shall be appointed to a position equivalent in status and salary scale to the position formerly occupied. The location of that position shall be one which is mutually agreed between the staff member and the University.
- b) A long term casual staff member who returns to duty after absence on maternity, adoption or parenting leave is entitled to return to the position which they held immediately prior to such absence. If the position no longer exists and the staff member is qualified and able to work in another position, the staff member is entitled to return to that position.

**45.4 General Conditions**

- a) Adoption leave may be taken by either parent, but not by both concurrently, except during the sixteen (16) week period immediately following the placement of the child.

- b) Appropriate certification relating to the birth or adoption of the child and, where appropriate, the staff member's legal responsibility, must be produced if required by the University.
- c) Except as specifically provided for in this clause, parental leave may be granted to more than one (1) staff member in respect to the same child, but not at the same time (except in relation to a concurrent period of up to eight (8) weeks) and not so that the aggregate periods of leave granted to staff members in relation to the same child exceeds 104 weeks.
- d) Employer contributions to superannuation shall continue during any period of paid parental leave.
- e) Prior service at other Australian higher education institutions shall be counted in any calculation of eligibility for maternity/adoption/child rearing leave.

#### 45.5 **Continuity of Service**

- a) Any period of paid maternity/adoption leave shall count as service with the University for all purposes.
- b) Any period of unpaid parental leave shall be deemed not to have broken the staff member's continuity of service.
- c) Only the first year of any continuous parental leave shall count for long service leave purposes.
- d) Any period of unpaid parental leave, other than under sub-clause 45.5 c), shall not count as service with the University for the purpose of accrual of entitlement to recreation leave, personal leave or long service leave or for any other benefit.

#### 45.6 **Use of Leave**

- a) The taking of maternity/adoption leave does not reduce a staff member's entitlements to annual leave, long service leave, Time Off In Lieu (TOIL) or Rostered Days Off (RDO), except in relation to sub-clause 45.5 d).
- b) Staff members may elect to cover any of the period of unpaid parental leave with recreation and/or long service leave, and/or TOIL, and/or RDOs. Any leave, TOIL or RDOs taken does not extend the period of unpaid parental leave.
- c) If such recreation leave, long service leave, TOIL or RDOs are to be taken, the normal notice requirements for the taking of that leave apply.
- d) Staff may also access their personal leave entitlements during a period of unpaid parental leave upon satisfaction of the normal requirements for the taking of such leave specified elsewhere in this Agreement.
- e) Where the University can accommodate a request without additional expense, a staff member may negotiate a return to work from a period of parental leave earlier than the date originally approved.

45.7 Other conditions associated with the taking, payment and management of parental leave shall be in accordance with the University's [Parental Leave Procedure](#).

#### 45.8 **Statutory Paid Parental Leave (PPL) Scheme**

This Agreement will be taken not to limit or preclude the application of the Federal Government PPL Scheme in accordance with its terms.

## 46. SPECIAL LEAVE

### 46.1 Special Leave with Pay

- a) The following categories of special leave with pay may be approved by a manager (or the Director: Human Resources):

Description	Maximum periods which may be granted to a staff member in a financial year.
Emergency Service Calls	As required by emergency service organisation
Jury Service	As required by the Sheriff
Training courses for emergency service activities	Ten (10) days
Blood donation	Reasonable attendance and travel time on each occasion
Participation in sporting events - National - International	Five (5) days over two (2) year period Fifteen (15) days over two (2) year period
Urgent pressing necessity	Three (3) days
Moving house	One (1) day every three (3) years
Military leave	See Special Leave Procedures
Domestic violence leave	As determined by the Director: Human Resources (as per clause 48.2). See also Special Leave Procedures.

- b) Special leave with pay may only be granted to a full-time or part-time staff member, where the staff member makes a formal application and the supervisor determines that the circumstances of any particular application warrant granting special leave with pay. If appropriate, the supervisor may seek additional information before deciding on an application.
- c) Special leave with pay will be granted in periods of one (1) hour or greater.
- d) Time off with pay is to be granted in all cases where the authenticated reason for absence was an emergency service call or jury service.

### 46.2 Special Leave without Pay

Special leave without pay may only be granted subject to the cost centre manager's determination, where a staff member makes a formal application.

### 46.3 Other

Other conditions associated with special leave with or without pay shall be in accordance with the University's [Special Leave Procedure](#).

## 47. CULTURAL LEAVE

47.1 A staff member may be eligible to access up to two (2) days per calendar year of recreation, long service leave or leave without pay for cultural leave purposes in accordance with the University's [Cultural Leave Procedure](#).

47.2 In addition to sub-clause 47.1, a staff member who has formally identified with the University as being Aboriginal or Torres Strait Islander, is entitled to three (3) days paid leave per calendar year for the purpose of fulfilling cultural requirements and obligations that are recognised as part of the staff member's culture (e.g. official NAIDOC week activities). Part-time staff will be entitled to the three (3) days leave paid on a pro-rata basis.

- 47.3 Cultural leave must be taken in a minimum of one (1) hour periods and is not cumulative year to year.
- 47.4 If requested by the University, a staff member who has applied for cultural leave will be required to provide reasonable evidence as to the nature of the activity/ceremony the staff member wishes to attend.

**48. DOMESTIC VIOLENCE LEAVE**

- 48.1 A staff member experiencing domestic violence may access family responsibility, personal, carer's, recreation and/or long service leave, as applicable.
- 48.2 In addition, a staff member may apply to the Director: Human Resources for special leave, with or without pay.
- a) The amount of leave provided will be determined by the Director: Human Resources with consideration to the staff member's circumstances.
  - b) The Director: Human Resources may have regard to the definition of domestic abuse as provided in the *Intervention Orders (Prevention of Abuse) Act 2009 (SA)*.
- 48.3 The Director: Human Resources, where appropriate, will consider reasonable requests to implement or change flexible working arrangements, and/or change a staff member's work location, phone number and/or email address.
- 48.4 Upon request by the University, a staff member will be required to provide relevant evidence to support requests made in accordance with clause 48.2.

## SECTION 10 DISPUTE RESOLUTION

### 49. DISPUTE RESOLUTION PROCEDURES

49.1 It is agreed that the University, its staff and the relevant unions have an interest in the proper application of this Agreement. This dispute clause applies where:

- a) A personal grievance is notified by a staff member; or
- b) A dispute arises out of a matter dealt with by this Agreement; and/or
- c) A dispute arises in relation to the National Employment Standards.

but does not apply to decisions on merit related to selection or promotion. This reference to promotion does not include staff classification in accordance with clause 74 of this Agreement.

49.2 For the purposes of sub-clause 49.1 a), a personal grievance occurs when a complaint is made by a staff member about a decision or act of the University on the basis that the decision or act will have an adverse affect on their employment, except insofar as it alleges a failure to apply this Agreement or the National Employment Standards.

49.3 For the purposes of this clause, the term “parties to the dispute” shall mean and include the University and any staff member(s) and/or union(s) party to this Agreement who have notified the University of the existence of the dispute. At Stages 1 and 2 in sub-clauses 49.8 and 49.9, no party to the dispute shall be represented by a practising solicitor or barrister.

49.4 A staff member may be represented in these procedures by a Union or by another representative as defined.

49.5 These procedures may be activated by a staff member (or their representative) and/or unions party to this Agreement by notifying the University, or by the University notifying the unions party to this Agreement and any affected staff members. Such notification of the matter must be made in writing.

49.6 In order to maintain the integrity of the Agreement, where a dispute is notified by a staff member, the University shall notify the unions covered by this Agreement, in writing, that a dispute exists, the nature of the dispute and that the dispute resolution procedures have been activated.

49.7 Where the personal grievance or dispute is in relation to the staff member’s immediate supervisor, the matter shall be handled by the next level of management.

#### 49.8 Stage 1

- a) All disputes and personal grievances shall be formally notified to the Director: Human Resources in writing and in sufficient detail for the nature of the dispute to be identified.
- b) Reasonable attempts will be made to resolve the matter at the local level by those involved and/or any representatives within ten (10) working days.

#### 49.9 Stage 2

If the personal grievance or dispute remains unresolved, the parties to the grievance or dispute, or their representatives, shall discuss the matter with appropriate representative(s) nominated by the Director: Human Resources within five (5) working days of the matter being referred to Stage 2 and attempt to reach written agreement. Such agreement shall be subject to ratification between the University and the parties to the grievance or dispute.

#### 49.10 Stage 3

- a) If the personal grievance or dispute remains unresolved, the University, the union and/or the staff member who has notified the dispute may refer the matter to the Fair Work Commission

(FWC). Where the matter is referred by a staff member, the University will provide details of the parties to the dispute to the relevant unions.

- b) During the process before the FWC, the University, the union and staff member may be represented by a person or organisation of their choice.
- c) A staff member may also submit the same personal grievance or dispute to any other external agency that is competent to handle such matter. In this instance, the matter will be dealt with according to rules and procedures of the external agency concerned and the matter ceases to be a dispute in accordance with this Agreement.

#### 49.11 Role of the FWC

- a) Where the personal grievance or dispute has been referred to the FWC in accordance with sub-clause 49.10, the FWC may resolve the dispute by conciliation and/or arbitration and may exercise the procedural and other powers conferred to it under the *Fair Work Act 2009*.
- b) Subject to the University or the staff member or union exercising a right of appeal against the decision to the Full Bench of the FWC in accordance with the requirements of the *Fair Work Act 2009*, a decision of the FWC is binding on the parties to the dispute.
- c) Subject to the University or staff member or union exercising a right of appeal or review against the decision to any other Court where jurisdiction is granted, a decision of the Full Bench of the FWC is binding on the parties to the dispute.

49.12 The University shall not, at any stage of the dispute resolution procedures, including referral of the matter to the FWC, move to restrict the employment continuity of the staff member in question or terminate, or allow to expire, the employment of a staff member who is the subject of the personal grievance or dispute. In the case of a fixed-term contract, the staff member shall have their contract period extended with no break in service to cover the entire period of the dispute resolution process and shall be deemed to be on leave without pay for the extended contract period. This sub-clause does not apply to a decision by the University to terminate the employment of a staff member on probation provided all probationary procedures have been properly followed.

49.13 Until a personal grievance or dispute has been resolved in accordance with sub-clauses 49.8 to 49.11, the University shall not move to change those elements of work, staffing or the organisation of work which are the subject of the matter, if, or to the extent that, the proposed change would deny the staff member(s) concerned an appropriate remedy to the matter, or in the case of the University and the staff member, take other action likely to exacerbate the matter, except where, by agreement of the parties to the dispute, an identifiable occupational health, safety and welfare risk requires otherwise.

49.14 A dispute or personal grievance notified in accordance with clause 48 of the *University of South Australia Enterprise Agreement 2011*, shall continue as a dispute or personal grievance under this Agreement and follow the processes outlined in this clause.

## **SECTION 11 DISCIPLINARY PROCEDURES**

### **50. DISCIPLINARY PROCEDURES**

- 50.1 These procedures do not apply to casual staff members and staff members serving a probationary period.
- 50.2 For the purpose of this section, the Vice Chancellor's nominee will be the Director: Human Resources unless otherwise determined by the Vice Chancellor.
- 50.3 The Vice Chancellor may delegate his or her role and decision making under this section, and the delegate will be a member of the Senior Management Group as determined by the Vice Chancellor. Disciplinary action may only be taken by the Vice Chancellor (or delegate) and in accordance with the provisions of this Agreement.
- 50.4 The University and staff member may agree to undertake an alternative process in lieu of clauses 51 and 52. Any such agreement will be in writing.
- 50.5 A disciplinary process commenced under clause 50 or 51 of the *University of South Australia Enterprise Agreement 2011*, shall continue and follow the processes in accordance with clauses 51 or 52 of this Agreement respectively.

### **51. DISCIPLINARY ACTION FOR UNACCEPTABLE PERFORMANCE**

- 51.1 A staff member's performance may be considered by their supervisor to be unacceptable when:
- a) Their performance remains unsatisfactory following the completion of a reasonable period of Performance Improvement in accordance with the Performance Development and Management framework and sub-clause 51.2; or
  - b) The performance of their duties is so deficient as to constitute an unacceptable risk to the staff member or other staff members or students or other members of the University, or to the reputation of the University.
- 51.2 Where a supervisor, following a reasonable period of Performance Improvement conducted in accordance with the Performance Development and Management framework, is of the view that the performance of a staff member has become unacceptable, they shall counsel the staff member on the nature of improvement required and the time within which reasonable improvement can be expected. A record of the counsel given shall be kept and a copy supplied to the staff member concerned.
- 51.3 Where a supervisor believes that counselling has not produced the desired improvements in performance, the supervisor shall make a formal report to the Vice Chancellor's nominee that the performance of a staff member is unacceptable. Such a report shall state clearly the aspects of performance seen as unacceptable and the record of attempts to remedy the problem. The supervisor shall provide the staff member with a copy of the report at the time it is submitted. The staff member shall be entitled to ten (10) working days to submit to the Vice Chancellor's nominee a written response to the supervisor's report.
- 51.4 Upon receipt of the supervisor's report and any written response from the staff member, the Vice Chancellor's nominee shall first satisfy himself/herself that the procedures set out in sub-clauses 51.1, 51.2 and 51.3 have first been completed.
- 51.5 The Vice Chancellor's nominee may then decide to:
- a) take no further action;
  - b) refer the matter back to the supervisor to ensure that the steps referred to in sub-clause 51.4 are complied with in substance and in a manner appropriate to the circumstances;
  - c) Refer the matter to the Vice Chancellor (or delegate) with a recommendation to take disciplinary action, as defined in sub-clause 52.3.



- 51.6 The Vice Chancellor (or delegate) shall advise the staff member in writing of any decision made in accordance with sub-clause 52.3 and such a decision shall take effect no earlier than five (5) working days from the receipt of the Vice Chancellor's nominee's written advice.
- 51.7 If within five (5) working days of the written advice referred to in sub-clause 51.6, the Vice Chancellor (or delegate) receives from the staff member a written request for a review of the decision, the matter shall be referred to a Disciplinary Review Committee (DRC) in accordance with clause 52.5. The function of the DRC is to assess whether or not the processes related to this clause have been properly applied. The DRC shall act in such a way as to ensure that fairness, natural justice and due process are observed and practiced. This shall include, but not be limited to, providing the opportunity for the staff member to be heard, to be given adequate opportunity to answer findings or allegations, to be represented in proceedings of the DRC, to present and challenge evidence, and to make submissions. Proceedings shall be conducted in camera unless otherwise agreed between the staff member and the University. The DRC shall keep a tape record of the proceedings, but not its own deliberations, which shall be available on request to either the University or staff member.
- 51.8 On receipt of the report of the DRC and having considered its findings on the facts related to the unacceptable performance, the Vice Chancellor (or delegate) may take disciplinary action.
- 51.9 Nothing in this clause prevents the Vice Chancellor (or delegate) or Vice Chancellor's nominee on his or her own motion referring a question of possible unacceptable performance to a supervisor for appropriate action.

## **52. MISCONDUCT/ SERIOUS MISCONDUCT**

### **52.1 Misconduct**

For the purposes of this clause, misconduct occurs when a staff member breaches their obligations under their contract of employment. Examples of misconduct include but are not limited to:

- a) Significant breaches of policies, codes of conduct and other reasonable instructions;
- b) Unauthorised absence from duty; and
- c) Inappropriate use of University property and facilities.

### **52.2 Serious Misconduct**

- a) Serious misconduct means:
  - i) serious misbehaviour of a kind that constitutes a serious impediment to the staff member, or the staff member's colleagues, carrying out their duties; and/or
  - ii) serious dereliction of the duties required of the staff member in their position; and/or
  - iii) conviction by a court for an offence that constitutes a serious impediment of the kind referred to in subclause 52.2 a) i) above.
- b) Examples of serious misconduct include but are not limited to:
  - i) Threatened or actual assault of another staff member, student or member of the public;
  - ii) Serious conflict of interest;
  - iii) Acts of dishonesty in relation to University property and facilities i.e. misappropriation or repeated damage or misuse of University property or facilities;
  - iv) Serious or repeated bullying, abuse or sexual harassment of another staff member, student or member of the public;
  - v) Serious failure to observe occupational, health, safety and welfare policies, instructions and requirements; and
  - vi) Refusal to carry out a lawful and reasonable instruction that is consistent with the staff member's contract of employment.

### 52.3 **Disciplinary Action**

Action to discipline a staff member may only be taken by the Vice Chancellor (or delegate) in accordance with the provisions of this Agreement. Disciplinary action is limited to:

- a) Formal censure or counselling; and/or
- b) Suspension with or without pay for a reasonable period; and/or
- c) Withholding of an increment; or
- d) Demotion by one or more increments; or
- e) Demotion by one or more classification levels; or
- f) Termination of employment (for unacceptable performance or serious misconduct only).

### 52.4 **Disciplinary Action for Misconduct/Serious Misconduct**

- a) Before the Vice Chancellor (or delegate) takes disciplinary action against a staff member for reasons amounting to misconduct or serious misconduct, the Vice Chancellor's nominee must take the steps in this clause, except that, where a matter which may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unacceptable performance under clause 51, the procedures of this clause are not required, but the provisions of clause 51 including notice periods and review procedures must be followed.
- b) Any allegation of misconduct/serious misconduct shall be considered by the Vice Chancellor's nominee. If the Vice Chancellor's nominee believes such allegations warrant further investigation he/she shall:
  - i) notify the staff member in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegations, and to properly consider and respond to them;
  - ii) require the staff member to submit a written response within ten (10) working days.
- c) The Vice Chancellor's nominee may suspend the staff member on full pay at the time of notifying the staff member in accordance with sub-clause 52.4 b) above, or may suspend the staff member without pay if the Vice Chancellor's nominee is of the view that the alleged conduct amounts to conduct of a kind envisaged in sub-clause 52.2. Provided that:
  - i) where suspension without pay occurs at a time when the staff member is on paid leave of absence the staff member shall continue to receive a salary for the period of leave of absence;
  - ii) the staff member may engage in paid employment or draw on any recreation leave or long service leave credits for the duration of the suspension without pay;
  - iii) the Vice Chancellor's nominee may at any time direct that salary be paid on the ground of hardship;
  - iv) where a suspension without pay has been imposed and the matter is subsequently referred to a Disciplinary Review Committee, the Vice Chancellor's nominee shall ensure that the Committee at its first meeting considers whether suspension without pay should continue and recommends whether the suspension should continue or not.
- d) If the allegations are denied by the staff member and the Vice Chancellor's nominee is of the view that there has been no misconduct or serious misconduct he/she shall immediately advise the staff member in writing, and may, by agreement with the staff member, publish the advice in an appropriate manner.
- e) If the allegations are admitted in full by the staff member and the Vice Chancellor's nominee is of the view that the conduct amounts to misconduct or serious misconduct the matter will be referred to the Vice Chancellor (or delegate). The Vice Chancellor (or delegate) shall advise the staff member in writing of their decision on the recommendations and the operative date of the disciplinary action.
- f) If the allegation is denied in part or in full or if the staff member has not responded to the allegations the Vice Chancellor's nominee shall refer the matter to a Disciplinary Review Committee within a reasonable period of time in accordance with sub-clause 52.5, unless

he/she decides to take no further action or refer the matter to the Vice Chancellor (or delegate). The Vice Chancellor (or delegate) may counsel or censure the staff member for unacceptable behaviour and take no other action.

- g) During any period of suspension the staff member may be excluded from the University, provided that he or she shall be permitted reasonable access to the University for the preparation of his or her case and to collect personal property.

#### 52.5 **Disciplinary Review Committee**

- a) A Disciplinary Review Committee will consist of:
  - i) One nominee of the Vice Chancellor (or delegate) (from within the University);
  - ii) One nominee of the relevant union (from within the University); and
  - iii) A chairperson agreed between the Vice Chancellor (or delegate) and the relevant union.
  
- b) A Committee established in accordance with this subclause shall:
  - i) Provide an opportunity for the staff member to be interviewed by it and ensure that he/she has adequate opportunity to answer findings of unacceptable performance, or allegations of misconduct or serious misconduct. The committee may take into account such further materials as it believes appropriate to substantiate or otherwise the facts in dispute;
  - ii) Interview any person it thinks fit to establish the merits or facts of the particular case;
  - iii) Conduct all interviews in the presence of the staff member or the staff member's advocate and the Vice Chancellor (or delegate) or his or her advocate;
  - iv) Allow the staff member and the Vice Chancellor (or delegate) each to be assisted or represented by an agent of his or her choice who is a staff member of the University (but not if such a person is a currently practising solicitor or barrister), or by an officer or staff member of the relevant union or the Australian Higher Education Industrial Association;
  - v) Conduct proceedings as expeditiously as possible consistent with the need for fairness;
  - vi) Conduct proceedings in camera (unless otherwise agreed by the relevant union and the Vice Chancellor) and as a committee of inquiry;
  - vii) Take into account such further material as it believes appropriate to the case;
  - viii) Ensure that the staff member or his/her representative and the Vice Chancellor or his/her representative have the right to ask questions of interviewees, and to make submissions. They also shall have the right to present and challenge evidence;
  - ix) Make its report available to the Vice Chancellor (or delegate) and the staff member as soon as reasonably possible;
  - x) The Committee shall keep a tape record of the proceedings (but not its own deliberations), which shall be available on request to either party.
  
- c) The Committee shall report to the Vice Chancellor (or delegate) on whether:
  - i) There is sufficient evidence to support the finding of misconduct or serious misconduct or unacceptable performance; and
  - ii) The procedures of this clause have been followed.

#### 52.6 **Subsequent Action by Vice Chancellor (or Delegate)**

- a) On receipt of the report of the Disciplinary Review Committee, and having considered its findings on the facts related to the alleged misconduct or serious misconduct, the Vice Chancellor (or delegate) may take disciplinary action. The staff member shall be advised of the decision within ten (10) days of the Vice Chancellor (or delegate) receiving the report from the Disciplinary Review Committee.

- b) Where a staff member has been suspended without pay pending the decision of the Vice Chancellor (or delegate), then any lost income shall be reimbursed if there was no serious misconduct. However, a decision taken by the Vice Chancellor (or delegate) in his or her discretion not to dismiss or impose another penalty shall not be construed as an admission that there was no conduct justifying suspension without pay.
- c) If having considered the Committee's findings on the facts relating to the alleged misconduct or serious misconduct, the Vice Chancellor (or delegate) is of the view that there has been no misconduct or serious misconduct he/she shall immediately advise the staff member in writing, and may, by agreement with the staff member, publish the advice in an appropriate manner.

#### 52.7 **Research Misconduct**

- a) If in the future the University is required to comply with the procedures for dealing with allegations of misconduct or serious misconduct in research as set out in Part B of the *Australian Code for the Responsible Conduct of Research*, then the University will discuss this requirement with the NTEU.
- b) For the purposes of this clause research misconduct means:
  - i) Fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research;
  - ii) Failure to declare or manage a serious conflict of interest;
  - iii) Avoidable failure to follow research proposals as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment; and
  - iv) The wilful concealment or facilitation of research misconduct by others.
- c) A complaint or allegation relates to research misconduct if it involves both intent and deliberation, recklessness or gross and persistent negligence and serious consequences, such as false information on the public record, or adverse effects on research participants, animals or the environment.
- d) Research misconduct shall be dealt with in accordance with subclause 52.4, 52.5 and 52.6 of this Agreement as either misconduct or serious misconduct.

## SECTION 12 REDUNDANCY

### 53. REDUNDANCY

#### 53.1 Definitions

- a) *Redundancy* and *Redundant* mean a situation where the position occupied by a continuing staff member is identified as surplus to the University's requirements, normally, as a result of a managing change process.
- b) *Voluntary Redundancy* occurs when a staff member holding a position that has been declared redundant separates from the University on a voluntary basis.
- c) *Compulsory Redundancy* occurs when a staff member holding a position that has been declared redundant is unable to be placed in a suitable continuing position in the University by the conclusion of their redeployment period and has not accepted a voluntary redundancy benefit.
- d) *Years of Service* is expressed as completed years of service and calculated from entry into the University or its recognised predecessor institutions until separation, less unpaid leave of absence, expressed as completed years of service.
- e) *Salary* for the purpose of calculating a redundancy benefit, all payments will be based on the staff member's salary at the date of cessation of employment, whether this be the salary paid for their substantive position or a higher salary paid for a current internal secondment. Where a staff member has varied their fraction of employment during their service with the University their final salary shall be calculated at the average fraction of their employment over the period of their service.

#### 53.2 Redundancy

a) Mitigating Effects of Redundancy

The University acknowledges that security of employment is important if the University is to function effectively and to achieve its strategic goals. Should circumstances warrant a reduction in staffing, the University will explore reasonable measures to minimise compulsory redundancy including natural attrition, reduction in casual and/or fixed term contract staff, inviting applications for voluntary redundancy in areas affected by the staffing reduction and redeployment opportunities in accordance with the provisions of this Agreement.

b) Voluntary Redundancy Outside of Managing Change Process

A staff member may submit an application for voluntary redundancy and have it considered at any stage. Approval of a voluntary redundancy will be at the discretion of the University.

c) Voluntary Redundancy Prior to Final Managing Change Plan

At any stage prior to the implementation of a final managing change plan in accordance with clause 22 (Managing Change) of this Agreement, the University may call for expressions of interest in a voluntary redundancy benefit (refer clause 67 – academic staff, or clause 81 – professional, security, grounds and document services staff) from those continuing staff whose positions are to be made redundant and will give consideration to all such expressions of interest. Approval of any voluntary redundancies will be at the discretion of the University.

d) Voluntary Redundancy or Option of Redeployment on Final Managing Change Plan

Where as a consequence of a managing change process, one or more positions are declared redundant and a continuing staff member is not placed into a position in accordance with sub-clause 22.5 b), d) or e) (Managing Change) of this Agreement, the staff member will be declared to be occupying a position which is redundant and will be offered a voluntary redundancy benefit in accordance with clause 67 (academic staff) or clause 81 (professional, security,

grounds and document services staff), or the staff member may elect the option of redeployment (refer clause 54).

e) Voluntary Redundancy During Redeployment

A staff member may submit an application for voluntary redundancy and have it considered at any stage during redeployment. Approval of a voluntary redundancy will be at the discretion of the University during redeployment.

f) Voluntary and Compulsory Redundancy at Conclusion of Redeployment or Where University Determines No Redeployment Period

- i) If a staff member has not been appointed to a suitable continuing position by the conclusion of their redeployment period, or the University has determined that there is no position into which the staff member can be redeployed in accordance with clause 54, the staff member shall be offered a voluntary redundancy benefit in accordance with clause 67 (academic staff) or clause 81 (professional, security, grounds and document services staff). If the staff member rejects an offer of a voluntary redundancy benefit, they will be given notice by the Director: Human Resources that they will be made compulsorily redundant according to the compulsory redundancy benefits as set out in clause 68 or 82.
- ii) Staff who have been informed that they will be made compulsorily redundant will be advised to seek advice from the Director: Human Resources on further measures which might be taken to avert their termination.

### 53.3 **Job Swap Opportunities**

Job swap opportunities shall be considered in accordance with the University's Redundancy and Redeployment Procedure.

### 53.4 **Retention of Staff Members During Notice Period**

The University may retain a staff member for the period of notice referred to in the voluntary and compulsory redundancy benefit clauses in this Agreement. If the staff member chooses to cease duty before the expiration of the notice period they will be entitled to receive payment for the remainder of the period of notice not worked.

### 53.5 **Payment of Redundancy Benefits**

Where as a result of managing change, a position occupied by a staff member is made redundant, there is no entitlement to a voluntary or compulsory redundancy benefit related to that particular redundant position when:

- a) A staff member is placed in a continuing position in accordance with sub-clause 22.5 b), d) or e) (Managing Change) of this Agreement; or
- b) Through the intervention of the University a reasonable offer of alternative employment is made by another employer and is accepted by the staff member.

### 53.6 **Re-Employment**

A staff member who has separated from the University with a voluntary or compulsory redundancy benefit, is not eligible to be re-employed by the University without approval of the Director: Human Resources, for three (3) years from the date of their separation.

## **54. REDEPLOYMENT**

### **54.1 Eligibility**

- a) This clause applies to all staff that hold a continuing position and are covered by this Agreement. It does not apply to casual, fixed-term contract or probationary staff.
- b) A staff member is eligible for a reasonable period of redeployment where as a consequence of a managing change process, one or more positions are declared redundant and a continuing staff member is not placed into a position in accordance with sub-clause 22.5 b), d) or e) (Managing Change) of this Agreement.

### **54.2 Redeployment Period**

- a) A reasonable period of redeployment for a staff member will be determined by the Director: Human Resources up to a maximum period of six (6) months and the length of the period will have regard to:
  - i) The reasonable circumstances of the staff member having regard for their existing skills, experience and qualifications; and
  - ii) The genuine prospect that reasonably appropriate and suitable alternative employment could be found for the staff member given their existing skills and experience, or skills and experience they can develop with no more than six (6) months training.
- b) Where determined by the Director: Human Resources at the commencement of the redeployment period, the length of the period may be subject to a review after a minimum period nominated at that time.
- c) The redeployment period shall commence from the date that the position occupied by the staff member is declared redundant and takes effect.

### **54.3 Redeployment Principles**

- a) All vacant positions will be assessed by the Director: Human Resources or nominee, against the list of redeployees prior to advertisement.
- b) Where possible, the staff member will be placed in a suitable position that is compatible with their substantive salary level and their existing skills, or skills they can develop with no more than the time remaining in the redeployment period.
- c) A decision about the suitability of a position for a redeployee is to be made having regard to, and attempting to match as far as practicable, matters including but not restricted to, level of position, hours of work, and skills required.
- d) Staff are expected to participate fully in the redeployment process by maintaining a proactive search for positions including short-term appointments, by making themselves available to be considered for redeployment to a vacancy, by attending interviews and by participating in appropriate training.
- e) A redeployee may be redeployed to a suitable position at a lower classification than the redeployee's substantive classification with their agreement, but not to a position that is more than one (1) classification level below that of the redeployee's substantive classification, unless the staff member requests consideration for appointment below this level.
- f) Where a staff member has been redeployed to a position at a lower classification (only by agreement with the staff member), their salary will be maintained at the previous level for two (2) years, after which the salary will be paid at the lower classification level but at the highest increment, with the possibility of identifying this position as linked according to the University's [Classification Linking Guidelines](#).

- g) A staff member will normally be redeployed to a vacant continuing position(s), however, an appointment may be made to a suitable fixed-term position(s) of not less than six (6) months and no greater than twenty four (24) months inclusive of the redeployment period. If a staff member accepts an appointment to a fixed-term position or a series of fixed-term positions that in total exceeds a period of twenty four (24) months, the staff member will not be entitled to the voluntary or compulsory redundancy benefits that apply to continuing staff in this Agreement. In this case the staff member will be entitled to the conditions and benefits that apply to fixed-term employment.
- h) Where more than one (1) staff member seeking redeployment may be suitable for a vacant position, selection to the position will be made on merit according to the position criteria.
- i) Staff members appointed to a fixed-term position during the redeployment period will remain on the redeployment program for the remainder of the period. Notwithstanding sub-clause 54.2 a), the redeployment period may be greater than six (6) months but no greater than twenty four (24) months and during this period the University will continue to seek a suitable continuing position for redeployment.
- j) A staff member shall not unreasonably refuse to accept redeployment to a suitable continuing position.
- k) The University shall offer redeployees appropriate counselling through the employment assistance program. A redeployee may choose to have a representative attend any such counselling.
- l) Other than by agreement of the staff member, the identification of a suitable position will be restricted to the South Australian metropolitan or country area in which the staff member currently resides.
- m) If at the conclusion of the redeployment period, or in the case of a fixed-term contract or a series of fixed-term contracts that conclude prior to a period of twenty four (24) months in accordance with sub-clause 54.3 g) and i), a staff member has not been appointed to a suitable continuing position, the staff member's employment will be terminated in accordance with sub-clause 53.2 f) with appropriate voluntary or compulsory redundancy benefits contained in this Agreement.

#### 54.4 **Cost Centre Responsibility for Redeployees**

Staff whose positions have been declared redundant and elect to become redeployees shall remain the responsibility of their substantive cost centre (including funding) until such time as an ongoing redeployment placement occurs or a redundancy benefit is paid.

#### 54.5 **Career Transition/Job Search support**

- a) Redeployees may apply for all continuing vacancies available for merit selection within the University and if successful, will receive the appropriate salary for that position from the date of appointment and will cease to be a redeployee. If the appointment is to a lower classification, salary shall be maintained at the previous classification for the remainder of the two (2) year period in accordance with the conditions in sub-clause 54.3 f).
- b) The University may contract an external organisation to provide redeployees with a career transition program.
- c) Career transition programs may be made available to all redeployees within the University on either an individual or group basis (depending on the number/s of redeployees and their individual needs, and the costs incurred).



54.6 **Support for Redeployed Staff**

- a) Where a staff member has received notice that their position has been identified as redundant, reasonable leave (as determined by the Vice Chancellor or nominee) shall be provided on full pay to the staff member to attend employment interviews.
- b) Where expenses to attend such interviews are not met by the prospective employer, the staff member shall be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice Chancellor (or nominee).
- c) If a staff member is redeployed to a continuing position elsewhere in the University (i.e. involving a geographic relocation) and it is not reasonably practicable for the staff member to remain in his or her existing residence, the staff member shall be entitled to all reasonable expenses associated with moving household to a new locality.
- d) Any reasonable costs and charges as determined by the Vice Chancellor (or nominee) associated with a program of retraining shall be reimbursed to the staff member.

## **SECTION 13    TERMINATION OF EMPLOYMENT**

### **55.    TERMINATION OF EMPLOYMENT**

- 55.1 All decisions to discipline and terminate the employment of a staff member must be in accordance with the provisions of this Agreement.
- 55.2 The Procedures for disciplining a staff member or terminating employment as set out in this Agreement shall exhaustively cover the subject matter concerned.
- 55.3 The termination of employment shall be subject to and shall not affect the provisions of:
- i) any law empowering a competent Commonwealth industrial tribunal to order reinstatement of or compensation to a staff member or to otherwise deal with the dismissal of that staff member;
  - ii) any other law empowering any competent court or tribunal external to an employer which has jurisdiction to deal with any causes of action or claims arising from actions taken by an employer pursuant to the specified provisions and the provisions of the relevant *Act*.
- 55.4 The University must not terminate the employment of a staff member unless the staff member has been given notice and/or compensation as required by section 117 of the *Fair Work Act 2009* (the *Act*), provided that the University may terminate without notice the employment of a staff member found to have engaged in conduct of a kind envisaged in section 123(1)(b) of the *Act* such as it would be unreasonable to require the University to continue employment during a period of notice; and that greater notice and/or compensation specified in the staff member's contract of employment or in this Agreement shall prevail over the terms of section 117 of the *Act*.

### **56.    FAILURE TO ATTEND FOR DUTIES**

- 56.1 Failure to attend for duties occurs when a staff member fails to attend their place of employment on an ongoing basis without receiving authorisation for the absence or providing a satisfactory explanation for their non-attendance.
- 56.2 Where a staff member is absent from duty without prior approval, the staff member or nominee shall make reasonable attempts to advise the University at the earliest possible time.
- 56.3 Where the staff member is absent from duty without providing notice to their supervisor, or with no approval for their absence; or no apparent reasonable basis for the absence, the supervisor shall take initial steps to contact the staff member by telephone, email or visit them at their home.
- 56.4 Where the absence from duty is for a continuous period of seven (7) calendar days and the staff member has failed to contact the supervisor and initial steps by the supervisor to contact the staff member have failed, the University shall send a letter to the staff member's last known address by registered mail requesting that the staff member provide reasons for the unauthorised absence. The University shall also advise the staff member that they will be placed on paid leave in accordance with sub-clause 56.5 from the commencement of their absence up to a maximum period of thirty five (35) calendar days, or until the staff member returns to work, whichever occurs first.
- 56.5 Payment during absence:
- a) For the purposes of 'paid leave' in sub-clause 56.4, the staff member's recreation leave entitlement shall be used in the first instance.
  - b) Where the staff member has no recreation leave entitlement or the entitlement is exhausted during the thirty five (35) calendar day period, the staff member's long service leave entitlement shall be used.
  - c) The staff member will be placed on leave without pay where he/she has no entitlement to recreation or long service leave or such entitlements are exhausted during the thirty five (35) calendar day period.

56.6 If the staff member fails to contact the University either to provide appropriate reasons for the unauthorised absence from duty or return to duty within thirty five (35) calendar days from the commencement of the absence, the University may determine that the staff member has failed to attend for their duties with the University and their employment shall cease.

## **57. MEDICAL EXAMINATION**

The Vice Chancellor (or nominee) may require staff members to undergo a medical examination to determine their fitness to carry out their duties. Such examination shall be made by a qualified medical practitioner and its cost shall be borne by the University. Nothing in this clause shall preclude a staff member's right to furnish a second medical opinion. Pre-employment medicals shall not normally be required.

## **58. TERMINATION ON THE GROUNDS OF ILL HEALTH**

58.1 The Vice Chancellor (or nominee) may require staff members to undergo a medical examination to determine their fitness to carry out their duties and shall provide written notice of not less than four (4) weeks that a medical examination is required. Such examination shall be made by a qualified medical practitioner and its cost shall be borne by the University. Where agreement cannot be achieved on a medical practitioner, a nomination by the President of the State Branch of the Australian Medical Association will be used. Nothing in this clause shall preclude a staff member's right to furnish a second medical opinion.

58.2 Where a staff member accesses a disability pension under an appropriate superannuation scheme, the University agrees that this process will cease.

58.3 The Vice Chancellor may construe a failure by a staff member to undergo a medical examination in accordance with these procedures, within a reasonable timeframe, as prima facie evidence that such a medical examination would have found that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within twelve (12) months, and may act accordingly, provided that such a refusal by a staff member in these circumstances shall not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

58.4 In making an assessment as to whether or not a staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner appointed pursuant to this clause shall, as far as possible, apply the same standards used by the staff member's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.

58.5 A copy of the medical report made by the medical practitioner pursuant to sub-clause 58.1 hereof shall be made available to the Vice Chancellor and to the staff member.

58.6 Where the staff member elects to apply to the staff member's superannuation fund for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under sub-clause 58.1 hereof shall lapse forthwith and no further action shall, subject to sub-clause 58.7 hereof, be taken by the Vice Chancellor under this clause.

58.7 Where the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice Chancellor elects to dispute this decision, the Vice Chancellor may proceed in accordance with this clause.

58.8 If the medical examination reveals that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the Vice Chancellor may, subject to this sub-clause, terminate the employment of the staff member in accordance with the notice required by the staff member's contract of employment (up to and including HEO6 (including security staff) – two (2) weeks, HEO7 and above – four (4) weeks' notice for professional, security, grounds and document services staff and three (3) months for academic staff), or where no notice is specified a period of six (6) months. Prior to taking action to terminate the

employment of a staff member, the Vice Chancellor may offer the staff member the opportunity to submit a resignation and, if such a resignation is offered, shall accept it forthwith and not proceed with action to terminate employment.

- 58.9 Where a staff member is terminated on the grounds of ill health, all accrued sick leave (at the date of termination) shall be paid in full.
- 58.10 These provisions shall not displace or override any existing worker's compensation schemes or awards whether State or Federal, including WorkCover, or the provisions contained in any workers compensation legislation that may be enacted.
- 58.11 Nothing in this clause prevents access to the dispute resolution procedures outlined in this Agreement.

## **PART B      ACADEMIC STAFF ONLY**

Part B applies to academic staff classified in accordance with Schedule 4, 5 or 6 of this Agreement.

### **59.      PROBATION**

- 59.1      The terms of engagement for academic staff other than casual academic staff may contain a reasonable probationary period of up to three (3) years.
- 59.2      The University, upon advice of the Director: Human Resources may negotiate a longer probationary period with a new staff member prior to the commencement of employment. The period of probation will have regard to the complexity of the position.
- 59.3      Fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.
- 59.4      A fixed-term contract staff member who, while holding a fixed-term contract of employment in the University, is appointed to a continuing position at the same level and for similar work shall have that period of previous employment at that level counted towards the probationary period.
- 59.5      During the probationary period, the staff member shall be provided with feedback from their supervisor in accordance with the University's [Performance Development and Management Framework](#) as they apply to probationary staff, with respect to their capacity to discharge the responsibilities of the position and any other issues that arise during the probationary period.
- 59.6      If a staff member is deemed unsuitable for a position for reasons of performance or conduct, the probationary period may be terminated by either the University or the staff member on the giving of notice of three (3) months. Payment may be made in lieu of notice.
- 59.7      A staff member shall be advised of, and given an opportunity to make response to, any adverse material about the staff member which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.
- 59.8      At the completion of the probationary period, a staff member will either be confirmed in their position or an additional period of probation may be required as appropriate, subject to the approval of the Director: Human Resources and the agreement of the staff member concerned.
- 59.9      Human Resources Policy HR – 7.4 [Probation for Academic Staff](#) expands upon these provisions and shall apply to academic staff.
- 59.10     Subsequent appointments to positions that require substantially different functions for continuing staff and second or subsequent contracts that require substantially different functions for fixed-term staff may contain a probationary period where determined by the University.

### **60.      CASUAL EMPLOYMENT**

- 60.1      Academic casual employment is an appointment of a staff member by the hour and the payment of such staff member on an hourly basis that includes a twenty-five (25) percent loading to compensate for Award and Agreement based benefits for which a casual staff member is not eligible.
- 60.2      Academic casual contracts should be of sufficient duration to cover the whole period of activity required, including Academic Review where appropriate. There may be periods without duties (and accordingly no payment) within the total contract period.
- 60.3      Casual academic staff will not be required to undertake any duties outside the start and end dates of their contract.
- 60.4      It is not the intention of the University to utilise casual employment to fill positions of work that could reasonably be filled on an ongoing or fixed-term basis. The University will not employ more than 25%

of its total academic workforce as casual staff. To assist casual academic staff to obtain more secure forms of employment, the University has committed to the employment of teaching academic roles in accordance with the conditions of clause 28 of this Agreement.

60.5 The duties and rates of pay for casual academic work are contained in clause 62 and Schedule 4 including arrangements relating to marking and assessment performed by a casual staff member.

## **61. LEVEL A ACADEMIC CONDITIONS OF APPOINTMENT**

61.1 In addition to other matters that affect Level A staff the following measures will be implemented:

61.2 Any Level A academic required to carry out full course co-ordination duties as part of his or her normal duties shall be employed at a salary point no lower than the sixth increment of the Level A structure.

61.3 Any Level A academic who upon appointment holds or during appointment gains a relevant doctoral qualification shall be employed at a salary point no lower than the sixth increment of the Level A structure.

61.4 These provisions do not of themselves affect the opportunity for academic staff in Level A to move beyond the relevant incremental points without a PhD or without a requirement to perform full course co-ordination. However, the establishment of the doctoral/course co-ordination point at the sixth point of the scales does not imply that accelerated promotion to Level B should be available to staff who, as a consequence of their doctoral qualifications or course co-ordination duties alone, have been appointed to this point.

## **62. CASUAL ACADEMIC STAFF SALARY RATES**

The minimum salaries paid to academic staff employed on a casual basis shall be at the rates provided in this clause. Base rates applying to casual academic staff under Schedule 4 are calculated in accordance with the formulae in sub-clauses 62.1, 62.2 and 62.3. Base rates applying to casual research academic staff are calculated in accordance with the formulae in sub-clause 62.4.

### **62.1 Lecturing Rate and Higher Marking Rate**

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

$$\frac{\text{Level B Step 2/52} + 25\%}{37.5}$$

### **62.2 Duties involving full subject coordination or possession of a relevant doctoral qualification**

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

$$\frac{\text{Level A Step 6/52} + 25\%}{37.5}$$

### **62.3 All other duties**

The base rate applicable to all other duties including tutoring rates not covered by sub-clause 62.2 is determined by reference to the second step of the full-time Level A scale and calculated as follows:

$$\frac{\text{Level A Step 2/52} + 25\%}{37.5}$$

#### 62.4 **Research Academic Staff**

The base rate applicable to casual research academic staff shall be calculated as follows:

$$\frac{\text{Appropriate Research Classification and Step}/313 \times 6 + 25\%}{37.5}$$

#### 63. **HIGHER DUTIES ALLOWANCES – ACADEMIC STAFF**

- 63.1 The payment of a higher duties allowance (HDA) for academic staff is limited to course or program coordination and Acting Pro Vice Chancellor, or Head of School, or Research Centre and Institute Director.
- 63.2 Academic staff required to act in positions of Pro Vice Chancellor or Head of School or Research Centre and Institute Director shall receive a higher duty allowance after a period of two (2) weeks in the higher classified position. The allowance shall be 50% of the difference between their existing salary and the minimum salary for the higher classified position. After a period of four (4) weeks in the higher classified position, the allowance shall be the difference between their existing salary and the minimum salary for the higher classified position.
- 63.3 Academic staff, at Level A Step 1–5, required to undertake full course coordination duties shall receive a higher duties allowance at Level A Step 6–8.
- 63.4 Academic staff required to undertake full program coordination duties shall receive a higher duties allowance at Level C Step 1–6. Annual incremental adjustments will apply.

#### 64. **WORKLOAD – ACADEMIC**

- 64.1 This clause applies to part-time and full-time academic staff, employed on a continuing or fixed-term basis.
- 64.2 The parties acknowledge that:
- a) Allocation of workload is dependent on a number of factors and must be consistent with the Minimum Standards for Academic Levels (Schedule 6), letter of appointment and position description; and
  - b) Allocation of a staff member's workload will be in accordance with the principles and process outlined in clauses 64.4 and 64.5, and the [University of South Australia Academic Workload Guidelines](#) which will apply for the life of this Agreement.
- 64.3 **Academic Career Pathways**
- a) Academic workloads comprise of a range of activities including teaching, supervision, research, creative activities, scholarship, leadership in staff members' areas of academic and professional expertise (including community engagement), and the leadership and administration immediately associated with these roles including research leadership, course coordination and program direction.
  - b) The three (3) career pathways for academic staff are:
    - i) Teaching and Research Academic: undertakes teaching, research and administrative activities. A balance of effort and outcomes of 40:40:20 is considered a reasonable balance, however it is recognised that a staff member may at times focus more intensively on a particular category of academic activity;
    - ii) Research Academic: undertakes research and related activities and may also have the opportunity to undertake activities related to teaching, administration and scholarship;

- iii) Teaching Academic: undertakes a combination of teaching and administrative activities. The total of such activities will not exceed 80% of a staff member's yearly allocated workload. The remainder of the allocated workload will be available for scholarship activities. A Teaching Academic can also include circumstances where the role is purely administrative in nature.

Nothing in this sub-clause restricts a staff member from changing their career pathway with the agreement of their Head of School (or equivalent) as part of performance development and management discussions, or in accordance with clause 64.5 h ii).

- c) Promotion of academic staff members in the three (3) career pathways will be in accordance with the University's academic promotion process, which will be reviewed by the University in 2014 to include criteria and areas of contribution required for promotion of Teaching Academic staff. Changes to the academic promotion process for Teaching Academic staff will commence from the 2015 promotion round.

#### 64.4 Workload Allocation – Principles

- a) It is recognised that academic workloads are a combination of self-directed and allocated activities. In relation to allocated activities, each staff member will be allocated a workload which can reasonably be completed within 1725 hours per year for full-time academic staff (with a proportionate reduction in hours for part-time staff). For the purposes of this clause, 1725 hours is derived from 46 weeks (52 weeks less 4 weeks recreation leave and 2 weeks of public holidays) multiplied by 37.5 hours per week.
- b) Each staff member is entitled to a reasonable workload which:
  - i) Is consistent with the staff member's level of appointment and time fraction;
  - ii) Recognises the importance of maintaining an appropriate balance between work and family life;
  - iii) Takes into account their discipline, training and/or experience; and
  - iv) Acknowledges the needs of early career academics to establish their research profile.
- c) Allocation of workload will have regard to the University's duty to care for, and protect the health and welfare of staff in relation to the performance of their role.
- d) Consistent with the range of activities, academic staff members will undertake work in various locations. However, to ensure that the needs of the University's students and other stakeholders are met, staff members will spend most of their working time on campus or make other arrangements to ensure that they are available to students, colleagues and others for consultation. Where staff members are required to travel between University campuses in the course of their role, this will be acknowledged in workload allocation.
- e) While a staff member may at times focus more intensively on a particular category of academic activity, it is in the interests of both members of staff and the University for workloads to include activities from a combination of the broad categories of teaching, research and administration, notwithstanding that some staff members may be appointed to Research Academic or Teaching Academic roles.
- f) Staff members enrolled in higher degrees and making satisfactory progress should have this factored into their workload.

#### 64.5 Workload Allocation – Process

Workloads will be allocated in accordance with the following:

- a) Workloads will be discussed as part of the annual performance development and management process.



- b) Allocation will be based on planned outcomes rather than inputs – on numbers of students and courses taught, research programs led, grant applications approved by the Head of School (or equivalent) and formally submitted, grants received, papers published, exhibitions etc.
- c) The time specified for casual staff members in Schedule 4 of this Agreement will be used as a basis to determine allocation of time for various teaching and related activities. To ensure the individual environment is appropriately reflected, the Head of School (or equivalent) will consider whether any variations to these times are required, to take into account any academic discipline matters and/or the experience of the staff member concerned.
- d) The quantity and quality of outcomes will be assessed by the Head of School (or equivalent), with due consideration to discipline context and timing, which may influence future work allocation.
- e) The Head of School (or equivalent) will assess the staff member's research outcomes based on their contribution to their discipline or professional field, external research funding, refereed publications or scholarly exhibitions. Staff members demonstrating a high level of performance in research may have additional time allocated commensurate with their performance and to the extent that the University is able to support such additional allocations.
- f) Academic staff members required to maintain their scholarship will be provided with an allocation of workload for keeping abreast of one's discipline.
- g) Each staff member's allocated workload will be detailed in an agreed annual work plan that will also detail the training and support the staff member needs to undertake the activities allocated.
- h) A Teaching and Research Academic may transition to a Teaching Academic role (with no more than 80% of their annual workload allocated to teaching and/or administrative activities). This can be done via:
  - i) A staff member and their Head of School (or equivalent), through discussion and agreement, increasing the staff member's allocated teaching load above 40%; or
  - ii) Following evaluation of a staff member's research activities and outcomes as per 64.5 e), the Head of School (or equivalent) realigns the workload with an increased focus on teaching activities and a corresponding decrease in research activities.
- i) In relation to clause 64.5 h ii), a Head of School (or equivalent) will use the performance development and management process to seek ways of supporting staff members to become research productive where a staff member wishes to commit to this goal.

#### 64.6 **Workload Review**

A staff member who believes that the workload assigned to them by their Head of School (or equivalent) is inconsistent with the guidelines above, for example, it is:

- a) inequitable – that is, given the staff member's academic classification level and fraction of employment, their workload is not fair in comparison to the workloads of other staff in the School, or
- b) unreasonable – that is, could not be expected to be completed by a staff member with the required knowledge and abilities within the 1725 hour limitation (pro-rata for part-time staff), or
- c) unbalanced – that is, does not provide adequate opportunity to undertake a balanced range of workload elements,

should in the first instance discuss the matter with their Head of School (or equivalent) to seek a variation in their workload allocation. If this does not lead to a resolution of their concern they may seek a review by their Pro Vice Chancellor. Allocation of activities in accordance with the Academic Workload Guidelines will be one aspect considered as part of the workload review.

#### 64.7 **Implementation and Consultation**

- a) To ensure consistency with this clause and the Academic Workload Guidelines, School workload models and individual staff member's workloads will be reviewed, and changes implemented where necessary, by no later than 1 January 2015. This does not preclude changes being made to School models and staff member's workloads prior to this date.
- b) Where a Pro-Vice Chancellor chooses to introduce Division-wide workload principles, their purpose will be to provide discipline context and ensure consistency and transparency of workloads across a Division. The principles may replace or supplement existing School workload models.
- c) Consultation, as per clause 12 of this Agreement, shall take place with affected staff in regards to:
  - i) Any changes to School workload models or individual staff members' workloads as a result of clause 64.7a); and
  - ii) The introduction of Division-wide academic workload principles, and any subsequent amendment.

#### 65. **PROFESSIONAL DEVELOPMENT PROGRAMS**

A range of professional development opportunities are available for academic staff in the University. This may include, but is not limited to:

##### 65.1 **Professional Experience Program (PEP)**

This program is available for academic staff and is provided under the terms and conditions contained in the relevant [policy and/or procedures](#).

- a) The University will recognise prior continuous paid full-time service with other Australian higher education institutions as qualifying service when considering applications for PEP, provided that there is not more than two (2) months between the cessation of employment with the releasing institution and commencement with the University.
- b) In such circumstances, the following will not be taken into consideration when determining length of service for the purposes of this clause:
  - i) time on PEP at the prior institution; and/or
  - ii) the time between cessation of employment with the releasing institution and commencement with the University.
- c) All academic staff are encouraged to take PEP when eligible and School management plans should include forward planning around staff development leave.
- d) Time since the last developmental leave experience will be a primary criterion in any PEP selection process.

##### 65.2 **Financial Support for Approved Study**

Financial support for approved study may be available for academic staff under the terms and conditions contained in the relevant guideline.

#### 66. **RESIGNATION**

66.1 Academic staff wishing to resign shall give at least three (3) months' notice, which notice shall expire at the end of a study period (except with the permission of the relevant Senior Management Group member or nominee). A lesser period of notice may be negotiated upon agreement with the Head of School.

66.2 Fixed-term contract academic staff who resign from their employment with the University, shall give one (1) months' notice for each year or part thereof of the fixed period of time of the contract, to a maximum of three (3) months. Such notice shall expire at the end of a semester or teaching term

(except with the permission of the relevant Senior Management Group member). A lesser period of notice may be negotiated upon agreement with the Head of School.

**67. VOLUNTARY REDUNDANCY BENEFITS – ACADEMIC STAFF**

67.1 Notice period of five (5) weeks (or payment in lieu).

67.2 Payment composed of:

- a) Twenty six (26) weeks' salary; plus
- b) Two (2) weeks' salary per completed year of service, with the aggregate of a) and b) a maximum of seventy eight (78) weeks' pay; plus
- c) A redundancy benefit based on service:

Up to 2 years	4 weeks' salary
2 to 3 years	6 weeks' salary
3 to 4 years	7 weeks' salary
4 years and over	8 weeks' salary

67.3 In addition to the above payments, staff members will receive payment in lieu of any accrued recreation leave, leave loading and long service leave entitlements.

**68. COMPULSORY REDUNDANCY BENEFITS – ACADEMIC STAFF**

68.1 Notice period of five (5) weeks (or payment in lieu).

68.2 Payment of a sum calculated on the age of the staff member at the date of advice by the Vice Chancellor:

Under 40 years	6 months' salary
Age 40	7 months' salary
Age 41	8 months' salary
Age 42	9 months' salary
Age 43	10 months' salary
Age 44	11 months' salary
Over 45 years	12 months' salary

Plus, severance pay based on years of service:

Up to 2 years	4 weeks' salary
2 to 3 years	6 weeks' salary
3 to 4 years	7 weeks' salary
4 years and over	8 weeks' salary

## **PART C      PROFESSIONAL, SECURITY, GROUNDS AND DOCUMENT SERVICES STAFF ONLY**

Part C applies to professional, security, grounds and document services staff classified in accordance with Schedule 7 of this Agreement.

### **69.      PROBATION**

- 69.1      The terms of engagement for staff other than casual staff may contain a reasonable probationary period of up to three (3) months. A longer probationary period may be determined prior to commencement of employment and will have regard to the complexity of the position.
- 69.2      The University, upon advice of the Director: Human Resources may negotiate a longer probationary period with a new staff member prior to the commencement of employment. The period of probation will have regard to the complexity of the position.
- 69.3      A fixed-term contract staff member who, while holding a fixed-term contract of employment in the University, is appointed to a continuing position at the same level and for similar work shall have that period of previous employment at that level counted towards the probationary period.
- 69.4      During the probationary period, the staff member shall be provided with feedback from their supervisor in accordance with the University's [Performance Development and Management Framework](#) as they apply to probationary staff, with respect to their capacity to discharge the responsibilities of the position and any other issues that arise during the probationary period.
- 69.5      If a staff member is deemed unsuitable for a position for reasons of performance or conduct, the probationary period may be terminated by either the University or staff member on the giving of notice in accordance with the notice periods specified in clause 80. Payment may be made in lieu of notice.
- 69.6      A staff member shall be advised of, and given an opportunity to make response to, any adverse material about the staff member which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.
- 69.7      At the completion of the probationary period, a staff member will either be confirmed in their position or an additional period of probation may be required as appropriate, subject to the approval of the Director: Human Resources and the agreement of the staff member concerned.
- 69.8      Human Resources Policy HR – 31, [Probation for Professional, Security, Grounds and Document Services Staff](#) expands upon these provisions and shall apply to staff covered by Part C of this Agreement.
- 69.9      Subsequent appointments to positions that require substantially different functions for continuing staff and second or subsequent contracts that require substantially different functions for fixed-term staff may contain a probationary period where determined by the University.

### **70.      TRAINEESHIP AND YOUTH EMPLOYMENT**

- 70.1      The University encourages youth employment and traineeships.
- 70.2      Trainees
- a)      The terms and conditions of employment contained in *Schedule E of the Higher Education Industry – General Staff – Award 2010* (as amended or replaced) prevail over this Agreement to the extent of any inconsistency.
- b)      Where the employment of a trainee is continued, by the University, following the completion of the traineeship, the trainee will be classified at the appropriate HEO Level according to the staff

classification descriptors in Schedule 7 of this Agreement and the University Professional Staff Classification System.

- c) The severance payments in clause 28 do not apply to trainees employed pursuant to this clause.

### 70.3 Staff Less Than 19 Years of Age

Staff less than nineteen (19) years of age and have not achieved a post secondary qualification or equivalent accreditation and standing may be paid a rate as follows:

16 to 18 years	HEO Level 1 – Step 1 for the classification
19 years and over	Appropriate HEO Level in accordance with clause 74 Staff Classification

## 71. CASUAL EMPLOYMENT

71.1 Casual employment is an appointment of a staff member by the hour and paid on an hourly basis.

71.2 The hourly rate of pay for a casual staff member is calculated by obtaining the weekly rate of the annual salary for the appropriate classification in Schedules 2 or 3 and dividing that figure by 37.5, plus a twenty five (25) percent loading to compensate for lack of personal and recreation leave entitlements and payment for public holidays not worked.

## 72. CASUAL STAFF CONVERSION

### 72.1 Eligibility

- a) A casual staff member will be eligible to apply in writing to have his or her employment converted to a non-casual appointment if, at or after the date of approval of this Agreement, he or she has been employed on a regular and systematic basis in the same or a similar and identically classified position in the same unit or department (or equivalent), either:
- i) over the immediately preceding twelve (12) month period and in those immediately preceding twelve (12) months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or
  - ii) over the immediately preceding period of at least twenty four (24) months.
- b) For purposes of this clause, occasional and short term work performed by the staff member in another classification, job or department (or equivalent) shall not:
- i) affect the staff member's eligibility for conversion; or
  - ii) be included in determining whether the staff member meets or does not meet the eligibility requirements.
- c) A staff member must not be engaged and re-engaged nor have his or her hours reduced, solely to avoid obligation under this clause.

### 72.2 Conversion to Non-Casual Employment

- a) Conversion may be to a full-time or a part-time fixed-term or continuing appointment.
- b) The non-casual appointment will, subject to due consideration of the University's operational requirements and the desirability of offering the staff member work which is regular and continuous, be as consistent as is reasonably practicable with the pattern of work undertaken by the staff member during his or her casual appointment.
- c) The staff member's casual service will not count as service for the purpose of determining or calculating any entitlements except for the purpose of determining eligibility for long service leave in accordance with clause 41 and parental leave in accordance with clause 45 of this Agreement.

### 72.3 Refusal to Convert

- a) The University must not unreasonably refuse an application for conversion, however, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
  - i) the staff member is a student, or has recently been a student, other than where his or her status as a student is irrelevant to his or her engagement and the work required;
  - ii) the staff member is a genuine retiree;
  - iii) the staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within twenty six (26) weeks (from the date of application);
  - iv) the staff member has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person;
  - v) the staff member does not meet the essential requirements of the position; or
  - vi) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- b) Whether there are reasonable grounds to refuse conversion will depend upon the entirety of the circumstances in the particular case and will be provided in writing to the staff member.
- c) A staff member whose application for conversion has been rejected may seek a review of the decision under the dispute resolution processes in clause 49 of this Agreement.
- d) A staff member whose application for conversion is rejected is not entitled to apply again within twelve (12) months.

## 73. ALLOWANCES

### 73.1 Higher Duties

- a) A cost centre manager (or nominee) may direct a staff member to temporarily perform higher duties other than some or all of the duties on which his or her classification is based.
- b) A cost centre manager shall authorise the payment of higher duty allowance (HDA) to staff members who, for more than five (5) consecutive working days, perform duties which form the whole or part of a more highly classified position.
- c) The higher duty allowance shall be the difference, between the staff member's salary and the minimum salary paid in respect to the higher position. Where there is no difference, the staff member shall receive a higher duty allowance equivalent to the next highest salary paid in the higher position.
- d) A staff member required to undertake part of the duties of a higher classified position, shall be entitled to a proportionate amount of higher duty allowance which is equivalent to the time required to undertake the higher duties.
- e) Higher duties shall normally be worked for a maximum period of six (6) months unless there is a definite end date already determined. Any extension of a period beyond six (6) months shall be subject to review by the cost centre manager.

### 73.2 On-call

- a) Staff who are rostered to be on-call will be paid an allowance in accordance with the following provisions:
  - i) Staff who are rostered to be on-call of a night time, will be paid an allowance of \$15.25 for each night.

- ii) Staff who are rostered to be on-call during a full Saturday, Sunday or public holiday or any day that the staff member would normally be rostered off duty, will be paid an allowance of \$30.55 per day.
  - iii) The on-call allowance prescribed in these provisions shall be adjusted in accordance with the annual percentage change in the Consumer Price Index for Adelaide for the preceding twelve (12) months ending in the September quarter. Any adjustments shall be rounded to the nearest five (5) cents and be operative from the first pay period commencing on or after 1 November in that year.
- b) No staff member should be rostered or required to be on-call more frequently than a total of seven (7) days every fourteen (14) days. Any arrangements that would require a staff member to be on-call more frequently than this must only be introduced where the staff member concerned agrees.
  - c) The frequency, duration, etc of being on-call is to be established through consultation with the staff members affected and if requested by the staff members or their representatives, having particular regard to occupational health, safety and welfare considerations.
  - d) Staff members who are on-call must be contactable whilst on-call but will not be restricted to their residence.
  - e) Staff members classified below HEO9 will be entitled to payment for all time worked, with a minimum of three (3) hours paid, at overtime rates (or time off in lieu by agreement) when recalled to work necessitating their attendance at the workplace or other worksite.
  - f) Staff members classified below HEO9 will be entitled to payment at overtime rates (or time off in lieu by agreement) for all time worked for work performed from home when on-call, provided that the total time spent so working on any day and/or night is at least thirty (30) minutes.
  - g) The rate of pay to be used for calculating the payment for overtime worked in the circumstances described above is a staff member's normal rate for overtime purposes.
  - h) The cost centre manager may determine special arrangements where the particular circumstance of any case requires a different approach.
  - i) Where such special arrangements are inconsistent with any of the provisions of this clause, they will prevail over the provisions of this clause to the extent of that inconsistency.
  - j) All staff members who travel to work as a result of receiving a recall to work will be:
    - i) Reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees); or
    - ii) Permitted to use a Hughes car/taxi at the employer's expense to travel to and from the workplace; or
    - iii) Permitted to use, when available, a University vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

#### **74. STAFF CLASSIFICATION**

74.1 All staff (except security officers) covered by Part C of this Agreement will be classified according to the professional staff classification descriptors in Schedule 7 of this Agreement. The classification process will also take into consideration the University's [Classifying Positions Procedure](#) (as amended or replaced).

#### **74.2 Job Evaluation**

- a) All staff will receive a position description that clearly defines the role and responsibilities of their position.

- b) Where a staff member or supervisor believes that the work required to be performed in the position has changed from that required of the position, a request shall be made to review that classification level in accordance with the University's [Classifying Positions Procedure](#).
- c) If the reclassification process results in a higher classification, the staff member shall move to at least the next highest salary.
- d) Where a staff member, with the agreement of their supervisor, has performed duties of a higher work value than their current classification, which are not an ongoing requirement of the position, the staff member shall be recognised in the form of a higher duties allowance for the time that such higher duties have been performed as specified in sub-clause 73.1.
- e) All positions will be reviewed at least once every five (5) years.

#### 74.3 **Classification Review**

- a) A review in relation to the classification of a position shall be formally notified to the Director: Human Resources in writing and in sufficient detail to enable for the nature of the dispute to be identified.
- b) The review will be referred to a Classification Review Committee comprising:
  - i) A nominee from the Vice Chancellor (from within the University);
  - ii) A nominee of the relevant union (from within the University); and
  - iii) A chairperson agreed between the Vice Chancellor and the relevant union.
- c) Persons nominated to this Committee must have training in and/or understanding of classification matters.
- d) The Committee shall act in a way to ensure that fairness, natural justice and due process are observed and practiced. The Committee may take into account such further material as it believes appropriate to substantiate or otherwise the facts in dispute, and may interview any person it thinks fit to establish the merits or facts of the particular case.
- e) The Committee will advise the Director: Human Resources and the staff member of its recommendation in relation to the review.
- f) If the classification review remains unresolved, this does not preclude a formal dispute being in accordance with clause 49 (Dispute Resolution Procedures) of this Agreement. In such cases steps that have already been undertaken in the various stages in the dispute resolution process do not need to be repeated again.

#### 74.4 **Linked Classification**

The University acknowledges that the duties and responsibilities of a position may, in certain circumstances, extend beyond a single Higher Education Officer (HEO) classification level. The [Classification Linking Guidelines](#) provides local areas with the capacity to link classification levels for such positions.

### 75. **HOURS OF WORK**

#### 75.1 **Ordinary Hours – Professional and Document Services Staff**

- a) The ordinary hours of work for full time professional and document services staff members are 36.75 hours per week to be worked within a span of 7.00am - 7.00pm Monday to Friday, excluding those staff working shift work in accordance with sub-clauses 75.5 (Library) and 75.6 (document services) of this Agreement.
- b) The 'customary' hours of work are 8.30am to 5.15pm (professional staff) and 8.00am to 5.30pm (document services staff). This does not impede a staff member and their supervisor coming to an alternative arrangement to work ordinary hours of work in accordance with the span as outlined in sub-clause 75.1 a).



- c) An alternative arrangement shall be based on:
  - i) a staff member's request to adjust the ordinary hours of work within the span for personal reasons; or
  - ii) an identified organisational need for adjusted hours, with accompanying rationale.
- d) A supervisor's plan to vary the customary hours of work and accompanying rationale must be provided to the staff members concerned and copied to the Director: Human Resources.
- e) Where such an organisational need exists and there is a proposed adjustment to the customary hours of work, the supervisor will consult with all affected staff and provide at least four (4) weeks' notice of the change or less if mutually agreed with affected staff.
- f) Where a supervisor is satisfied that there is good and sufficient reason as to why a staff member cannot work the changed hours then the staff member shall not be required to work the changed hours.
- g) Such good and sufficient reasons may include (but are not limited to) the personal or family or carer's commitments of the staff member.
- h) Where an unforeseen situation arises requiring a temporary change to the customary hours of work, the supervisor will endeavour to give a minimum of 48 hours notice to the staff member.
- i) Where a staff member has confidential reasons for not being able to work outside the customary hours of work, these reasons will be accepted as valid without disclosure to the supervisor, provided that the staff member can demonstrate to the satisfaction of the Director: Human Resources that he/she has accessed appropriate staff member assistance or counselling support and that it would not be appropriate to require the staff member to work outside of the customary hours of work.

#### 75.2 **Accumulated Time Off for Working 37.5 Hour Week**

- a) All full-time staff subject to this clause shall work 37.5 hours per week in order to accrue four (4) days to be taken as accumulated time off with pay during the Christmas/New Year period on days which are not public holidays, or any other alternative time by agreement between a staff member and their supervisor.
- b) Part-time staff members shall be entitled to accumulate time provided that their fractional time hours of duty are based on the 37.5-hour week.
- c) Volunteers shall be sought where a unit/school identifies an organisational need to provide services over the Christmas/New Year period.
- d) The four (4) days are not cumulative and shall be taken no later than 30 April of the following year.
- e) If a supervisor is unable to identify dates for a staff member to take any remaining accumulated time prior to 30 April, the remaining accumulated time shall be paid to the staff member at ordinary rates of pay.
- f) Staff members who commence part way through a year shall receive the full benefit of the four (4) days accumulated time.
- g) Staff members who cease employment prior to 31 December shall be paid their remaining accumulated time for that year as accrued in accordance with the provisions of this clause.
- h) Other conditions associated with accumulated time off shall be in accordance with the University's [Managing Accumulated Time Off Procedure](#).

### 75.3 Ordinary Hours – Security and Grounds Staff

- a) The ordinary hours of work for full-time security staff shall be 36.75 hours per week to be worked within a span of 7.00am – 11.00pm Monday to Friday.
- b) Security staff (excluding grandparented security staff) who finish their ordinary hours between 6.00pm and 11.00pm will be deemed to be working an afternoon shift and will be paid a shift loading of 15%, in addition to the ordinary rate of pay.
- c) The ordinary hours of work for full-time grounds staff shall be 36.75 hours per week to be worked within a span of 6.00am – 6.00pm Monday to Friday.
- d) All full-time security and grounds staff shall work 37.5 hours per week in order to accrue four days to be taken as accumulated time off with pay during the Christmas/New Year period on days which are not public holidays, or any other alternative time by agreement between a staff member and the Director: Facilities Management (or nominee). Part-time staff members shall be entitled to accumulate time provided that their fractional time hours of duty are based on the 37.5-hour week. Other conditions associated with accumulated time off shall be in accordance with sub-clause 75.2 and the University's [Managing Accumulated Time Off Procedure](#).

### 75.4 Meal Breaks

An unpaid meal break of a minimum of thirty (30) minutes shall be taken daily by a staff member to commence no later than five (5) hours following the commencement of ordinary hours of work for the day.

### 75.5 Shift Work – Library

- a) The provisions of this sub-clause will apply where a staff member in the Library regularly works their ordinary hours on a rostered shift arrangement where the shift finishes outside of the span of hours as defined in sub-clause 75.1 a).
- b) In addition to the ordinary rate of pay, the following loadings are paid for all time worked on shifts:
  - i) Finishing outside of the span of hours Monday to Friday – 15%.
  - ii) On Saturday – 50%.
  - iii) On Sunday – 100%.
  - iv) On a Public Holiday – 150%.

### 75.6 Shift Work – Document Services

- a) A shift worker is a staff member who is required by the University to work on a regularly rostered basis outside the normal span of hours.
- b) Where shift work is required, the University will provide a shift work roster.
- c) Rostered times must not be changed unless at least seven (7) days notice is given to the staff member concerned, except that in circumstances beyond the control of the University, the shifts on a roster may be changed with 48 hours notice or by mutual consent between a staff member and the Manager: Document Services.
- d) An afternoon shift occurs when a staff member works a complete rostered work period that commences at or after 4.00pm and finishes at or after midnight. The staff member will be paid an allowance of 15% of and in addition to his/her ordinary rate of pay for the entire rostered period of work.

- e) A night shift occurs when a staff member works a complete rostered work period that commences at or after midnight and finishes at or after 8.00am. The staff member will be paid an allowance of 20% of and in addition to his/her ordinary rate of pay for the entire rostered period of work.
- f) Rosters will be made available at least five (5) days prior to the date the roster commences and all staff will have an opportunity to volunteer to participate in shift work rosters. Shifts will be distributed equitably among staff.
- g) Fixed-term and casual staff will not be considered for shiftwork until all continuing staff (who have the required skills) have been given the opportunity to volunteer to participate in the roster.
- h) In staffing a shift, the University will ensure all appropriate occupational health and safety standards are in place and the agreed provisions for family responsibilities are adhered to.
- i) Broken shifts shall only be worked by mutual agreement between the University and the staff member. Where it is agreed a broken shift will be worked, the staff member shall be paid a broken shift loading equivalent to 10% of ordinary rates for the day or shift on which the broken shift is worked provided that where the second portion of the shift finishes after 6.00 pm the loading shall be paid in accordance with subclauses 75.6 k) and 75.6 l) below in lieu of 10%.
- j) The length of shifts shall be no greater than eight (8) hours.
- k) The salary of staff members who by direction work on an afternoon shift between Monday and Friday shall include a loading of 15% on the normal salary for that shift.
- l) The salary of staff members who by direction work on a night shift between Monday and Friday inclusive shall include a loading of 20% the normal salary for that shift. All nightshift rosters will include at least two (2) staff members. One of the staff members rostered must be an experienced operator.
- m) Continuing staff members who without two (2) days' notice (and at the direction of the University) is:
  - i) transferred to shiftwork;
  - ii) transferred from one shift roster to another shift roster;
  - iii) transferred to an un-rostered shift; or
  - iv) transferred to another shift within the roster

shall be paid an additional loading of 50% of the ordinary rate of pay of the staff member for any day, afternoon or night shift to which the staff member is so transferred and which occurs before the expiry of five (5) days' notice of the transfer provided that the allowance shall be payable only to a staff member in receipt of a loading under subclauses 75.6 k) and 75.6 l). In such case the loading provided under this subclause shall be payable in lieu of the allowance provided for under subclauses 75.6 k) and 75.6 l).
- n) Unless otherwise mutually agreed between a staff member and the University, shift rosters shall be arranged so as to provide for shifts to be rotated on a weekly basis.
- o) Unless otherwise mutually agreed between a staff member and the University the sequence of shiftwork for staff members will normally be afternoon followed by night.
- p) On request by the staff member, the Manager: Document Services may arrange transport to the staff member's normal place of residence. A decision will be based on individual's circumstance and occupation health, safety and welfare considerations.

## 75.7 **Changes to Rosters or Hours of Work**

- a) This sub-clause 75.7 only applies to staff whose ordinary hours of work are determined in accordance with sub-clause 75.3 (Ordinary Hours – Security and Grounds Staff), 75.5 (Shift Work – Library) and 75.6 (Shift Work – Document Services).
- b) Where a supervisor proposes to change the ordinary hours of work or roster of a staff member, the supervisor shall:
  - i) Provide information about the change; and
  - ii) Invite the staff member to give his/her views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- c) The supervisor will consider the views about the impact of the change prior to a decision to change the ordinary hours of work or roster of the staff member concerned.
- d) Consultation under sub-clause 75.7 b) is only required where the ordinary working hours or roster of a staff member is regular and systematic.

## 76. **OVERTIME**

### 76.1 **Conditions**

- a) Overtime shall only be worked if approved by the supervisor.
- b) In relation to full-time staff members, overtime occurs when a staff member is required to work:
  - i) In excess of 7.5 hours per day or 37.5 hours per week; or
  - ii) Outside of the span of hours as defined in sub-clauses 75.1 a), 75.3 a) and 75.3 c), excluding those staff working shift work in accordance with sub-clauses 75.5 and 75.6.
- c) Overtime shall not extend to any staff member:
  - i) Paid an allowance in lieu of overtime;
  - ii) Holding a position declared by the Vice-Chancellor (or nominee) not to be subject to these provisions;
  - iii) Whose salary (or salary and allowances in the nature of salary) exceeds the maximum salary of the HEO7 classification as applying from time to time; and
  - iv) If the additional hours worked are in accordance with a flexi-time scheme agreed between the supervisor and the staff member.

### 76.2 **Overtime Rates**

- a) Staff members who qualify for overtime shall be paid on the following basis for overtime worked:
  - i) On Monday to Friday inclusive at the rate of time and a half for the first three (3) hours and double time thereafter.
  - ii) On a Saturday at a rate of time and a half for the first three (3) hours and double time thereafter except that all time worked after noon shall be at the rate of double time with a minimum payment as for three (3) hours work. See example below:

Staff member commences overtime on Saturday morning at 11:00 a.m. and completes duties at 12:00 noon. Overtime payment shall be one (1) hour at the rate of time and a half and two (2) hours at the rate of double time - a minimum payment as for three (3) hours work.

- iii) On a Sunday at the rate of double time for all time worked with a minimum payment as for three (3) hours work at such rate.
- iv) On a public holiday at the rate of double time and a half for all time worked with a minimum payment as for four (4) hours work at such rate.
- b) A staff member who works for more than two (2) hours after normal finishing time on weekdays shall be allowed an unpaid break of at least thirty (30) minutes. For the purposes of this sub-clause, the normal finishing time shall be recorded as the time a staff member with the agreement of his/her supervisor normally finishes work for the day.
- c) The hourly rate for overtime payment shall be ascertained by using the following formula:  
Fortnightly salary/ordinary hours of duty per fortnight x 3/2, provided that:
  - i) for double time the multiplier shall be 2/1 instead of 3/2.
  - ii) for double time and a half the multiplier shall be 5/2 instead of 3/2.

**76.3 Time Off In Lieu Of Overtime (other than Public Holidays)**

- a) Staff members may request and with the agreement of their supervisor, to take time off equal to the hours of overtime worked (i.e. time for time) in lieu of receiving overtime payment.
- b) In these circumstances the time off should be taken as soon as practicable after the overtime is worked at a time agreed between the supervisor and staff member.
- c) Where agreement is reached for time off in lieu of overtime and the staff member does not take the time off in lieu, then the supervisor may direct the staff member to take the time off.
- d) Supervisors may permit time off in lieu to accumulate up to five (5) working days provided it is taken prior to the end of the financial year in which the overtime is worked.
- e) Time off in lieu not taken by staff members at the end of the financial year will be paid at overtime rates to be calculated according to the time which it was worked. See example below:

Staff member works one (1) hour of overtime each day for a period of five (5) days Monday to Friday for a total of five (5) hours overtime – the overtime will all be paid at time and a half as it is less than three (3) hours on each day.

**76.4 Rest Period After Overtime**

- a) When overtime is necessary it shall, whenever reasonably practicable, be so arranged that staff members have at least eight (8) consecutive hours off duty between the work of successive days.
- b) A staff member who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not at least eight (8) consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until he/she has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- c) If, on the instructions of his/her supervisor, a staff member resumes or continues work without having had such eight (8) consecutive hours off duty he/she shall be paid at double time until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## 76.5 **Part-time Staff Members**

- a) These provisions shall apply to part-time staff members. However the requirement to work overtime must be made with the agreement of the part-time staff member.
- b) Overtime shall only be payable where the hours are worked outside of the established or agreed ordinary hours of the part-time staff member for the day concerned. Part-time staff members shall be paid at the appropriate overtime rates in accordance with sub-clause 76.2.

## 76.6 **Recall to Duty**

- a) Except as provided in this sub-clause, a staff member, including those whose salary (as salary and allowances in the nature of salary), exceeds the maximum salary of the HEO7 classification as applying from time-to-time, recalled to work overtime after leaving the place of employment will be paid for a minimum of three (3) hours work even if the work is completed within a shorter period.
- b) A staff member recalled to work within three (3) hours of starting work on a previous recall is not entitled to any additional payment for the time worked within the period of three (3) hours and from the time of commencement of the previous recall.
- c) These recall provisions do not apply where it is customary for a staff member to return to work to perform specific work outside ordinary working hours, or where the overtime is continuous with the completion or commencement of ordinary working hours.
- d) Payment for these recall provisions is to be in accordance with the overtime rates specified in sub-clause 76.2.

## 77. **WORKLOAD**

### 77.1 **Allocation of Workload**

- a) The workload of a staff member is composed of diverse elements.
- b) Supervisors are responsible for the allocation of work and are expected to consult with staff members regarding the nature, size and allocation of work in the unit.
- c) Workloads will be equitable, transparent and manageable within the ordinary hours of duty without risks to health and safety.
- d) The workload of a staff member will generally be comprised of activities described in the staff member's position description.
- e) As a general guide, the allocation of work shall be based on what can be reasonably achieved within the staff member's normal working hours. Supervisors will monitor the accumulation of overtime and time off in lieu and, where this accumulation becomes unreasonable, make adjustments as required.
- f) With appropriate notice, a staff member may be required to undertake duties at any of the University's metropolitan sites of operation and over the internet and other communication technologies as part of their normal workload.
- g) Participation in University committees will be recognised as part of a staff member's workload.

### 77.2 **Workload Review**

- a) Supervisors are responsible for the ongoing management of workloads and shall monitor the workload of staff members to ensure that the allocation of work is fair and reasonable.
- b) A staff member who believes that the workload assigned to them is:

- i) inequitable – that is, not fair in comparison to the workloads of other staff in their work unit, or
- ii) unreasonable – that is, could not be expected to be completed by a staff member with the required knowledge and abilities within ordinary working hours, or
- iii) unbalanced – that is, does not provide adequate opportunity to undertake a balanced range of workload elements

should in the first instance discuss the matter with their supervisor to seek a variation in their workload allocation. The staff member can seek the support of the relevant union at any stage of the process.

- c) Every reasonable attempt shall be made to settle workload concerns informally and as quickly as possible.

## **78. SECURITY LICENCE**

Security staff must in accordance with current practice hold a current Security Licence at their own expense as required under the *Security and Investigation Industry Act 1995* (as amended from time to time).

## **79. PROFESSIONAL DEVELOPMENT PROGRAMS**

A range of professional development opportunities are available for staff in the University. This may include, but is not limited to:

### **79.1 Study Release**

A maximum of six (6) hours paid leave for staff to attend approved education activities during work hours may be granted each week. Alternatively, a maximum of ten (10) working days per calendar year of leave with pay may be granted to professional staff to undertake approved courses of study. Study release is available under the terms and conditions contained in the [Study Assistance Guidelines](#).

### **79.2 Financial Support for Approved Study**

Financial support for approved study may be available for staff under the terms and conditions contained in the relevant [Study Assistance Guidelines](#).

## **80. RESIGNATION**

Staff, whether fixed-term or continuing, may resign from their employment at any time in writing to their supervisor by service of the following notice periods (except with the permission of the relevant Senior Management Group member):

- a) Up to and including HEO6 (including security staff) – not less than two (2) weeks' notice;
- b) HEO7 and above – not less than four (4) weeks' notice.

## 81. VOLUNTARY REDUNDANCY BENEFITS

### 81.1 Voluntary Redundancy – Professional and Document Services Staff

- a) The following voluntary redundancy benefits apply to professional and document services staff:

Completed Years of Service	Redundancy Payment
Less than 1 year	27 weeks' salary
1 completed year of service	29 weeks' salary
2 completed years of service	31 weeks' salary
3 completed years of service	33 weeks' salary
4 completed years up to and including 12 completed years of service	35 weeks' salary
13 completed years of service	36 weeks' salary
14 completed years of service and over	36 weeks' salary (based on 13 years' service) plus 2 weeks' salary for each additional completed year up to a maximum of 88 weeks' salary

- b) The abovementioned redundancy payments include a payment in lieu of five (5) weeks' notice. If, by agreement, a staff member works during the notice period, the redundancy payment will be reduced by the number of weeks worked.
- c) In addition to the above payments staff members will receive payment in lieu of any accrued recreation leave and long service leave entitlements.

### 81.2 Voluntary Redundancy – Security and Grounds Staff

- a) Staff Employed Prior to Commencement of Agreement

Security and grounds staff employed prior to the commencement of this Agreement will receive the greater benefit (total weeks) of:

- i) The voluntary redundancy benefits that apply to professional and document services staff (sub-clause 81.1); or
- ii) The following voluntary redundancy benefits:
- Notice period of four (4) weeks (or payment in lieu) or if over 45 years old five (5) weeks; plus
  - A transition payment of eight (8) weeks; plus
  - A redundancy payment based on:



<b>Period of Service</b>	<b>Redundancy Payment</b>
1 year or less	7 weeks' salary
over 1 year and up to and including 2 years	9 weeks' salary
over 2 years and up to and including 3 years	13 weeks' salary
over 3 years and up to and including 4 years	17 weeks' salary
over 4 years and up to and including 5 years	21 weeks' salary
over 5 years and up to and including 10 years	25 weeks' salary
Over 10 years	Two weeks' salary for each year of service, plus a sum of 5 weeks' salary, to a maximum of 83 weeks' salary.

b) Staff Employed On or After Commencement of Agreement

Security and grounds staff employed on or after the commencement of this Agreement will receive the voluntary redundancy benefits that apply to professional and document services staff (sub-clause 81.1).

c) Where a security or grounds staff member employed prior to the commencement of this Agreement has not been appointed to a suitable continuing position at the conclusion of a redeployment period, the voluntary redundancy calculation under sub-clause 81.2 a) ii) shall exclude the transition payment of eight (8) weeks.

d) In addition to the above payments staff members will receive payment in lieu of any accrued recreation leave, leave loading and long service leave entitlements (calculated on completed years of service).

**82. COMPULSORY REDUNDANCY BENEFITS**

82.1 The following compulsory redundancy benefits apply to all staff covered by Part C of this Agreement:

a) Notice period of four (4) weeks (or payment in lieu) or if over 45 years old, five (5) weeks, plus:

<b>Period of Service</b>	<b>Redundancy Payment</b>
1 year or less	2 weeks' salary
Over 1 year and up to and including 2 years	4 weeks' salary
Over 2 years and up to and including 3 years	8 weeks' salary
Over 3 years and up to and including 4 years	12 weeks' salary
Over 4 years and up to and including 5 years	16 weeks' salary
Over 5 years and up to and including 10 years	20 weeks' salary
Over 10 years	2 weeks' salary for each year of service, to a maximum of 78 weeks' salary.

b) In addition to the above payments staff members will receive payment in lieu of any accrued recreation leave, leave loading and long service leave entitlements.

82.2 Where a staff member will work out their notice period, any periods of personal leave, supported by a medical certificate, taken during this notice period, shall extend the date of redundancy by a maximum of five (5) working days.

**SCHEDULE 1 ACADEMIC STAFF SALARY SCALES**

**ACADEMIC STAFF SALARY SCALES**

	Existing annual salary	Annual Salary from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5% increase	30 June 2015 3.2% increase	30 June 2016 3.2% increase	30 June 2017 3.2% increase	31 March 2018 2.9% increase
<b>LEVEL A</b>						
1	\$57,895	\$59,921	\$61,838	\$63,817	\$65,859	\$67,769
2	\$61,207	\$63,349	\$65,376	\$67,468	\$69,627	\$71,646
3	\$64,510	\$66,768	\$68,905	\$71,110	\$73,386	\$75,514
4	\$67,819	\$70,193	\$72,439	\$74,757	\$77,149	\$79,386
5	\$70,506	\$72,974	\$75,309	\$77,719	\$80,206	\$82,532
6	\$73,195	\$75,757	\$78,181	\$80,683	\$83,265	\$85,680
7	\$75,885	\$78,541	\$81,054	\$83,648	\$86,325	\$88,828
8	\$78,569	\$81,319	\$83,921	\$86,606	\$89,377	\$91,969
<b>LEVEL B</b>						
1	\$82,707	\$85,602	\$88,341	\$91,168	\$94,085	\$96,813
2	\$85,811	\$88,814	\$91,656	\$94,589	\$97,616	\$100,447
3	\$88,907	\$92,019	\$94,964	\$98,003	\$101,139	\$104,072
4	\$92,012	\$95,232	\$98,279	\$101,424	\$104,670	\$107,705
5	\$95,113	\$98,442	\$101,592	\$104,843	\$108,198	\$111,336
6	\$98,215	\$101,653	\$104,906	\$108,263	\$111,727	\$114,967
<b>LEVEL C</b>						
1	\$101,316	\$104,862	\$108,218	\$111,681	\$115,255	\$118,597
2	\$104,417	\$108,072	\$111,530	\$115,099	\$118,782	\$122,227
3	\$107,518	\$111,281	\$114,842	\$118,517	\$122,310	\$125,857
4	\$110,622	\$114,494	\$118,158	\$121,939	\$125,841	\$129,490
5	\$113,716	\$117,696	\$121,462	\$125,349	\$129,360	\$133,111
6	\$116,827	\$120,916	\$124,785	\$128,778	\$132,899	\$136,753
<b>LEVEL D</b>						
1	\$121,993	\$126,263	\$130,303	\$134,473	\$138,776	\$142,801
2	\$126,125	\$130,539	\$134,716	\$139,027	\$143,476	\$147,637
3	\$130,261	\$134,820	\$139,134	\$143,586	\$148,181	\$152,478
4	\$134,393	\$139,097	\$143,548	\$148,142	\$152,883	\$157,317
<b>LEVEL E</b>						
	\$157,143	\$162,643	\$167,848	\$173,219	\$178,762	\$183,946

**RESEARCH STAFF SALARY SCALES**

	Existing annual salary	Annual Salary from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5% increase	30 June 2015 3.2% increase	30 June 2016 3.2% increase	30 June 2017 3.2% increase	31 March 2018 2.9% increase
<b>Research Assistant (ARA)</b>						
1	\$57,895	\$59,921	\$61,838	\$63,817	\$65,859	\$67,769
2	\$61,207	\$63,349	\$65,376	\$67,468	\$69,627	\$71,646
3	\$64,510	\$66,768	\$68,905	\$71,110	\$73,386	\$75,514
4	\$67,819	\$70,193	\$72,439	\$74,757	\$77,149	\$79,386
5	\$70,506	\$72,974	\$75,309	\$77,719	\$80,206	\$82,532
6	\$73,195	\$75,757	\$78,181	\$80,683	\$83,265	\$85,680
7	\$75,885	\$78,541	\$81,054	\$83,648	\$86,325	\$88,828
8	\$78,569	\$81,319	\$83,921	\$86,606	\$89,377	\$91,969
<b>Research Associate (ARAS)</b>						
1	\$73,195	\$75,757	\$78,181	\$80,683	\$83,265	\$85,680
2	\$75,885	\$78,541	\$81,054	\$83,648	\$86,325	\$88,828
3	\$78,569	\$81,319	\$83,921	\$86,606	\$89,377	\$91,969
<b>Research Fellow (BRF)</b>						
1	\$82,707	\$85,602	\$88,341	\$91,168	\$94,085	\$96,813
2	\$85,811	\$88,814	\$91,656	\$94,589	\$97,616	\$100,447
3	\$88,907	\$92,019	\$94,964	\$98,003	\$101,139	\$104,072
4	\$92,012	\$95,232	\$98,279	\$101,424	\$104,670	\$107,705
5	\$95,113	\$98,442	\$101,592	\$104,843	\$108,198	\$111,336
6	\$98,215	\$101,653	\$104,906	\$108,263	\$111,727	\$114,967
<b>Senior Research Fellow (CSRF)</b>						
1	\$101,316	\$104,862	\$108,218	\$111,681	\$115,255	\$118,597
2	\$104,417	\$108,072	\$111,530	\$115,099	\$118,782	\$122,227
3	\$107,518	\$111,281	\$114,842	\$118,517	\$122,310	\$125,857
4	\$110,622	\$114,494	\$118,158	\$121,939	\$125,841	\$129,490
5	\$113,716	\$117,696	\$121,462	\$125,349	\$129,360	\$133,111
6	\$116,827	\$120,916	\$124,785	\$128,778	\$132,899	\$136,753
<b>Associate Research Professor (DARP)</b>						
1	\$121,993	\$126,263	\$130,303	\$134,473	\$138,776	\$142,801
2	\$126,125	\$130,539	\$134,716	\$139,027	\$143,476	\$147,637
3	\$130,261	\$134,820	\$139,134	\$143,586	\$148,181	\$152,478
4	\$134,393	\$139,097	\$143,548	\$148,142	\$152,883	\$157,317

		Annual Salary from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5% increase	30 June 2015 3.2% increase	30 June 2016 3.2% increase	30 June 2017 3.2% increase	31 March 2018 2.9% increase
<b>Research Professor (ERP)</b>						
1	\$157,143	\$162,643	\$167,848	\$173,219	\$178,762	\$183,946

**SCHEDULE 2      PROFESSIONAL, DOCUMENT SERVICES AND GROUNDS STAFF SALARY SCALES**

	Existing annual salary	Annual Salary from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5% increase	30 June 2015 3.2% increase	30 June 2016 3.2% increase	30 June 2017 3.2% increase	31 March 2018 2.9% increase
<b>HEO 1</b>						
1	\$40,158	\$41,564	\$42,894	\$44,267	\$45,684	\$47,009
2	\$41,070	\$42,507	\$43,867	\$45,271	\$46,720	\$48,075
3	\$41,981	\$43,450	\$44,840	\$46,275	\$47,756	\$49,141
<b>HEO 2</b>						
1	\$43,352	\$44,869	\$46,305	\$47,787	\$49,316	\$50,746
2	\$44,493	\$46,050	\$47,524	\$49,045	\$50,614	\$52,082
3	\$45,636	\$47,233	\$48,744	\$50,304	\$51,914	\$53,420
4	\$46,430	\$48,055	\$49,593	\$51,180	\$52,818	\$54,350
<b>HEO 3</b>						
1	\$45,636	\$47,233	\$48,744	\$50,304	\$51,914	\$53,420
2	\$47,342	\$48,999	\$50,567	\$52,185	\$53,855	\$55,417
3	\$49,056	\$50,773	\$52,398	\$54,075	\$55,805	\$57,423
4	\$50,770	\$52,547	\$54,229	\$55,964	\$57,755	\$59,430
5	\$52,480	\$54,317	\$56,055	\$57,849	\$59,700	\$61,431
6	\$53,618	\$55,495	\$57,271	\$59,104	\$60,995	\$62,764
<b>HEO 4</b>						
1	\$52,480	\$54,317	\$56,055	\$57,849	\$59,700	\$61,431
2	\$53,618	\$55,495	\$57,271	\$59,104	\$60,995	\$62,764
3	\$54,758	\$56,675	\$58,489	\$60,361	\$62,293	\$64,099
4	\$55,901	\$57,858	\$59,709	\$61,620	\$63,592	\$65,436
5	\$57,044	\$59,041	\$60,930	\$62,880	\$64,892	\$66,774
6	\$59,323	\$61,399	\$63,364	\$65,392	\$67,485	\$69,442
<b>HEO 5</b>						
1	\$57,044	\$59,041	\$60,930	\$62,880	\$64,892	\$66,774
2	\$59,323	\$61,399	\$63,364	\$65,392	\$67,485	\$69,442
3	\$61,607	\$63,763	\$65,803	\$67,909	\$70,082	\$72,114
4	\$63,884	\$66,120	\$68,236	\$70,420	\$72,673	\$74,781
5	\$66,168	\$68,484	\$70,675	\$72,937	\$75,271	\$77,454
6	\$67,882	\$70,258	\$72,506	\$74,826	\$77,220	\$79,459
<b>HEO 6</b>						
1	\$66,168	\$68,484	\$70,675	\$72,937	\$75,271	\$77,454
2	\$67,882	\$70,258	\$72,506	\$74,826	\$77,220	\$79,459
3	\$69,593	\$72,029	\$74,334	\$76,713	\$79,168	\$81,464
4	\$71,305	\$73,801	\$76,163	\$78,600	\$81,115	\$83,467
5	\$73,014	\$75,569	\$77,987	\$80,483	\$83,058	\$85,467

	Existing annual salary	Annual Salary from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5% increase	30 June 2015 3.2% increase	30 June 2016 3.2% increase	30 June 2017 3.2% increase	31 March 2018 2.9% increase
<b>HEO 7</b>						
1	\$73,014	\$75,569	\$77,987	\$80,483	\$83,058	\$85,467
2	\$75,297	\$77,932	\$80,426	\$83,000	\$85,656	\$88,140
3	\$77,576	\$80,291	\$82,860	\$85,512	\$88,248	\$90,807
4	\$79,859	\$82,654	\$85,299	\$88,029	\$90,846	\$93,481
5	\$82,140	\$85,015	\$87,735	\$90,543	\$93,440	\$96,150
<b>HEO 8</b>						
1	\$82,140	\$85,015	\$87,735	\$90,543	\$93,440	\$96,150
2	\$85,563	\$88,558	\$91,392	\$94,317	\$97,335	\$100,158
3	\$88,987	\$92,102	\$95,049	\$98,091	\$101,230	\$104,166
4	\$92,865	\$96,115	\$99,191	\$102,365	\$105,641	\$108,705
<b>HEO 9</b>						
1	\$97,655	\$101,073	\$104,307	\$107,645	\$111,090	\$114,312
2	\$99,481	\$102,963	\$106,258	\$109,658	\$113,167	\$116,449
3	\$101,074	\$104,612	\$107,960	\$111,415	\$114,980	\$118,314
<b>HEO 10</b>						
1	\$101,265	\$104,809	\$108,163	\$111,624	\$115,196	\$118,537

#### GRANDPARENTED

	Existing annual salary	Annual Salary from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5% increase	30 June 2015 3.2% increase	30 June 2016 3.2% increase	30 June 2017 3.2% increase	31 March 2018 2.9% increase
<b>Level 4GP</b>						
7	\$61,609	\$63,765	\$65,805	\$67,911	\$70,084	\$72,116
<b>Level 8GP</b>						
6	\$99,480	\$102,962	\$106,257	\$109,657	\$113,166	\$116,448

#### JUNIORS

	Existing annual salary	Annual Salary from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5% increase	30 June 2015 3.2% increase	30 June 2016 3.2% increase	30 June 2017 3.2% increase	31 March 2018 2.9% increase
16-18 years	\$40,158	\$41,564	\$42,894	\$44,267	\$45,684	\$47,009

**SCHEDULE 3 SECURITY STAFF SALARY SCALES**

**SECURITY STAFF (NON GRANDPARENTED)**

	Existing annual salary	Annual Salary from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5% increase	30 June 2015 3.2% increase	30 June 2016 3.2% increase	30 June 2017 3.2% increase	31 March 2018 2.9% increase
<b>HEO 4</b>						
1	\$52,480	\$54,317	\$56,055	\$57,849	\$59,700	\$61,431
2	\$53,618	\$55,495	\$57,271	\$59,104	\$60,995	\$62,764
3	\$54,758	\$56,675	\$58,489	\$60,361	\$62,293	\$64,099
4	\$55,901	\$57,858	\$59,709	\$61,620	\$63,592	\$65,436
5	\$57,044	\$59,041	\$60,930	\$62,880	\$64,892	\$66,774
6	\$59,323	\$61,399	\$63,364	\$65,392	\$67,485	\$69,442

**SECURITY STAFF (GRANDPARENTED)**

	Existing annual salary	Annual Salary from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5% increase	30 June 2015 3.2% increase	30 June 2016 3.2% increase	30 June 2017 3.2% increase	31 March 2018 2.9% increase
	\$66,367	\$68,690	\$70,888	\$73,156	\$75,497	\$77,686

## SCHEDULE 4 CASUAL ACADEMIC STAFF CONDITIONS

### 1. Casual Hourly Paid Contracts

- 1.1 Casual contracts should be of sufficient duration to cover the whole period of activity required, including Academic Review where appropriate. There may be periods without duties (and accordingly no payment) within the total contract period.
- 1.2 Hourly paid academic staff must not be required to undertake any duties outside the start and end dates of their contract.

### 2. Duties

- 2.1 Casual staff will be contracted to deliver specific services, such as (but not limited to) a specified number of lectures, tutorials, studio classes, on line teaching, marking, supervision of research students and clinical supervision.
- 2.2 Casual staff may be contracted to deliver services at various levels of complexity.
- 2.3 The services that casual staff are contracted to deliver will be described in hourly periods of lectures, tutorials, marking, etc. The hourly rate of pay for contracted hours includes a ratio of hours that need to be worked to deliver the contracted service as prescribed in clause 3.2 of this schedule.
- 2.4 Casual academic staff will not undertake the role of Program Director.
- 2.5 Appropriate payment will be made for any required additional duties not initially specified in a casual staff member's contract.

### 3. Casual Academic Contract Arrangements

- 3.1 The minimum payment to academic staff employed on a casual basis for specific services at the various levels of complexity are set out in clause 6 of this Schedule.
- 3.2 Where a staff member is contracted on a casual basis to deliver specific services, the rate of pay for each of the services includes payment for the preparation and subsequent work they must perform in order to deliver the contracted service. The following table identifies the number of hours associated with one hour of delivery time for the various categories of work:

Service	Contracted hours	Additional hours	Total hours worked
Specialised lecture	1	4	5
Developed lecture	1	3	4
Normal lecture	1	2	3
Repeat lecture	1	1	2
First tutorial	1	2	3
Repeat tutorial	1	1	2
Normal clinical teaching	1	1	2
Clinical teaching with little preparation	1	0.5	1.5
Studio teaching – art, architecture & design	1	0.5	1.5

- 3.3 A casual academic staff member will be paid for all additional work separate from teaching, preparation and student consultation at the appropriate rate as specified in this Agreement. These activities will be articulated in the contract.



#### **4. Resources for Casual Academic Staff**

- 4.1 Casual staff shall be provided with adequate resources to undertake the work they are employed to do, including reasonable access to phones, computers and work space. In addition a Head of School may authorise library cards, out of hours access where required, individual email accounts, network and intranet access.
- 4.2 Casual staff are eligible to apply for internal University positions advertised subject to working a minimum number of hours and period of time in accordance with the definition of internal applicant which can be found on the University's website.

#### **5. Casual Academic Activities**

##### *5.1 Lecture/Tutorial*

- a) For the purposes of this section, the term lecture means any education delivery described as a lecture in a course or unit outline, or in any official timetable issued by the University.
- b) For the purposes of this section, the term tutorial means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the University

##### *5.2 Musical accompanying with special educational services*

For the purposes of this section, the term musical accompanying with special educational service means the provision of musical accompaniment to one (1) or more students or staff in the course of teaching by another member of the academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

##### *5.3 Undergraduate clinical nurse education*

For the purposes of this section, the term undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting.

##### *5.4 Studio teaching – art, architecture and design*

For the purposes of this section, the term studio teaching means the conduct of visual art or design teaching in a studio setting, which may also include field work.

##### *5.5 Other academic activity*

For the purposes of this section, other academic activity shall include work of the following nature:

- a) the conduct of practical classes, demonstrations, workshops, student field excursions;
- b) the conduct of clinical sessions other than clinical nurse education;
- c) the conduct of performance sessions;
- d) musical coaching, repititeur ship, and musical accompanying other than with special educational service;
- e) development of teaching and subject materials such as the preparation of subject guides and reading lists;
- f) basic activities associated with course coordination;
- g) consultation with students;
- h) supervision;
- i) attendance at Program/School/Division meetings as required;
- j) attendance at lectures, labs and seminars that form part of the relevant course; and
- k) course co-ordination.

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

## 5.6 Student Assessment

For the purposes of this section student assessment means all required activities for which a student will receive formal feedback and/or a grade. Assessment may be simple, standard or complex, as follows:

- a) Assessment is complex when the marker is required to give detailed feedback to the students explaining how their work might have been improved, such that a student who understood and learned from this feedback would be able to improve their mark in any similar future assignment.
- b) Assessment is simple when the marker is able to determine the correct answer by application of a marking template, and is required to do no more than record which answers are correct and determine the marks for each and the overall mark for the assessment.
- c) Other assessment is standard marking.

## 6. Casual Academic Rates of Pay

### 6.1 Schedule of Salary Rates

(See clause 62 of this Agreement for calculation of casual salaries)

DESCRIPTION	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5% increase	30 June 2015 3.2% increase	30 June 2016 3.2% increase	30 June 2017 3.2% increase	31 March 2018 2.9% increase
LECTURING						
Normal Lecture	\$165.03	\$170.79	\$176.25	\$181.89	\$187.71	\$193.17
Developed Lecture	\$220.04	\$227.72	\$235.00	\$242.52	\$250.28	\$257.56
Specialised Lecture	\$275.05	\$284.65	\$293.75	\$303.15	\$312.85	\$321.95
Repeat Lecture	\$110.02	\$113.86	\$117.50	\$121.26	\$125.14	\$128.78

- a) Normal lecture rate is paid where giving one (1) hour of lectures requires an additional two (2) hours of work.
- b) Developed lecture rate is paid where the lecturer assumes significant responsibility for planning and developing a course as well as lecturing, or where special expertise is required, or where giving one (1) hour of lectures requires an additional three (3) hours of work.
- c) Specialised lecture is paid to a distinguished person for a single lecture, or where giving one (1) hour of lectures requires an additional four (4) hours of work.
- d) Repeat Lecture is paid covering the subject matter of a lecture given within a period of fourteen (14) days to another group of students.

DESCRIPTION	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5% increase	30 June 2015 3.2% increase	30 June 2016 3.2% increase	30 June 2017 3.2% increase	31 March 2018 2.9% increase
TUTORING						
Tutorial	\$117.69	\$121.83	\$125.73	\$129.75	\$133.89	\$137.79
Tutorial with possession of relevant doctorate or requiring full course coordination	\$140.76	\$145.68	\$150.36	\$155.16	\$160.14	\$164.76
Repeat Tutorial	\$78.46	\$81.22	\$83.82	\$86.50	\$89.26	\$91.86
Repeat Tutorial with possession of relevant doctorate or requiring full course coordination	\$93.84	\$97.12	\$100.24	\$103.44	\$106.76	\$109.84
OTHER ACADEMIC ACTIVITY						
Other Academic Activity	\$39.23	\$40.61	\$41.91	\$43.25	\$44.63	\$45.93
Other Academic Activity with possession of relevant doctorate or requiring full course coordination	\$46.92	\$48.56	\$50.12	\$51.72	\$53.38	\$54.92

DESCRIPTION	Current Rate	From Commencement of Agreement	Rate from the First Full Pay Period Commencing on or After				
			30 June 2014 3.5% increase	30 June 2015 3.2% increase	30 June 2016 3.2% increase	30 June 2017 3.2% increase	31 March 2018 2.9% increase
UNDER GRADUATE CLINICAL NURSE EDUCATION							
Little preparation required (1 hour delivery and 0.5 hour agreed duties)	\$58.85	No Change – Same as Current Rate	\$60.92	\$62.87	\$64.88	\$66.95	\$68.90
Little preparation required with relevant doctorate or full course coordination (1 hour plus 0.5 hour)	\$70.38	No Change – Same as Current Rate	\$72.84	\$75.18	\$77.58	\$80.07	\$82.38
Normal Preparation required (1 hour delivery plus 1 hour agreed duties)	\$78.46	No Change – Same as Current Rate	\$81.22	\$83.82	\$86.50	\$89.26	\$91.86
Normal Preparation with relevant doctorate or full course coordination (1 hour plus 1 hour agreed duties)	\$93.84	No Change – Same as Current Rate	\$97.12	\$100.24	\$103.44	\$106.76	\$109.84
STUDIO TEACHING – ART, ARCHITECTURE & DESIGN							
Studio teaching (1 hour delivery and 0.5 hour agreed duties)	N/A	\$58.85	\$60.92	\$62.87	\$64.88	\$66.95	\$68.90
Studio teaching with relevant doctorate or full course coordination (1 hour plus 0.5 hour agreed duties)	N/A	\$70.38	\$72.84	\$75.18	\$77.58	\$80.07	\$82.38

6.2 *Schedule of Rates of Pay Per Item for Assessment and Time Factor Associated with Various Types of Activities*

Type	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5% increase	30 June 2015 3.2% increase	30 June 2016 3.2% increase	30 June 2017 3.2% increase	31 March 2018 2.9% increase
SIMPLE ASSESSMENT						
up to 1,500 words or equivalent (5 minutes per item)	\$3.28	\$3.38	\$3.49	\$3.60	\$3.72	\$3.83
1,500 to 3,500 words or equivalent (10 minutes per item)	\$6.56	\$6.77	\$6.99	\$7.21	\$7.44	\$7.66
3,500 to 5,000 words or equivalent (20 minutes per item)	\$13.12	\$13.54	\$13.97	\$14.42	\$14.88	\$15.31
STANDARD ASSESSMENT						
up to 1,500 words or equivalent (10 minutes per item)	\$7.83	\$8.09	\$8.35	\$8.62	\$8.90	\$9.15
1,500 to 3,500 words or equivalent (20 minutes per item)	\$15.66	\$16.19	\$16.71	\$17.24	\$17.79	\$18.31
3,500 to 5,000 words or equivalent (30 minutes per item)	\$23.49	\$24.28	\$25.06	\$25.86	\$26.69	\$27.46

Type	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5% increase	30 June 2015 3.2% increase	30 June 2016 3.2% increase	30 June 2017 3.2% increase	31 March 2018 2.9% increase
COMPLEX ASSESSMENT						
up to 1,500 words or equivalent (20 minutes per item)	\$18.36	\$18.98	\$19.58	\$20.21	\$20.86	\$21.46
1,500 to 3,500 words or equivalent (30 minutes per item)	\$27.54	\$28.47	\$29.38	\$30.32	\$31.29	\$32.20
3,500 to 5,000 words or equivalent (40 minutes per item)	\$36.72	\$37.95	\$39.17	\$40.42	\$41.71	\$42.93

## SCHEDULE 5 UNISA AVIATION ACADEMY

### 1. APPLICATION

- 1.1 This schedule applies to staff members who are employed as pilots within the UniSA Aviation Academy and hold a commercial or higher pilot's licence endorsed by CASA.
- 1.2 This schedule does not apply to:
- a) Professional staff members employed within the Aviation Academy;
  - b) Academic staff members who are employed by the School of Engineering to perform lectures, tutorials or associated work; or
  - c) Senior staff within the UniSA Aviation Academy who are not employed pursuant to this Agreement.

### 2. DEFINITIONS

**"Award"** shall mean the *Air Pilots Award 2010* (or its successor).

**"Agreement"** shall mean the *University of South Australia Enterprise Agreement 2014*.

**"CASA"** shall mean the Civil Aviation Safety Authority.

**"Flight Instructor"** shall mean an academic staff member who is employed as a Pilot (as defined), and who is required to perform flight and ground instruction or simulation instruction duties.

**"Flight time"** shall mean the total time from the moment when the aircraft first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight.

**"Pilot"** shall mean an academic staff member who holds a commercial or higher pilot's licence endorsed by CASA, and is employed by the UniSA Aviation Academy to undertake pilot duties.

**"Shark Patrol duties"** shall refer to the duties undertaken by an academic staff member who is employed as a Pilot (as defined) on a distinct casual contract to patrol beaches for shark activity.

### 3. RELATIONSHIP TO AWARD AND ENTERPRISE AGREEMENT

- 3.1 The terms and conditions outlined in Part A and B of this Agreement shall apply, excluding the following clauses:

Clause 30	Incremental Progression
Clause 35	Public Holidays
Clause 54	Redeployment
Clause 59.1	Probation
Clause 61	Level A Academic Conditions of Appointment
Clause 62	Casual Academic Staff Salary Rates
Clause 63.3	Higher Duties Allowances – Academic Staff
Clause 64	Workload – Academic
Clause 65.1	Professional Experience Program
Schedule 1	Academic Staff Salary Scales
Schedule 4	Casual Academic Staff Conditions
Schedule 6	Minimum Standards for Academic Levels (MSAL)

- 3.2 This schedule and Agreement replace, in entirety, any current or future Award provisions.

#### 4. PROBATION

- 4.1 The terms of engagement for fixed-term and continuing pilots may contain a reasonable probationary period of up to 12 months.
- 4.2 Other conditions associated with probation will be in accordance with the conditions prescribed in clause 59 of the Agreement.

#### 5. TYPES OF EMPLOYMENT

- 5.1 Pilots may be employed on either a continuing, fixed-term or casual basis.
- 5.2 Pilots employed under the fixed-term category of Teaching Academic (as per clause 28.1 f) of the Agreement), will have their workload allocated in accordance with this Schedule. All other conditions associated with fixed-term employment will be in accordance with the conditions prescribed in the Agreement.

#### 6. HOURS OF WORK

- 6.1 All pilots may be required to participate in a 24 hour, 7 days a week roster.
- 6.2 Flight time limitations for pilots will be in accordance with Civil Aviation Orders 48.0 and 48.1, as amended from time to time.

#### 7. WORKLOAD

- 7.1 Allocated workloads will not exceed 1725 hours per year for full-time pilots (pro-rata for part-time staff).
- 7.2 Pilots will undertake a range of duties such as, but not limited to, instructing and supervising students, preparing, delivering and assessing ground theory instruction, and administration associated with the role.
- 7.3 Workloads will be allocated by the individual staff member's supervisor or Head of Operations/Chief Pilot via Performance Management and Development discussions.

#### 8. SALARY AND ADDITIONS – CONTINUING AND FIXED-TERM STAFF

##### 8.1 Aircraft classification

Fixed-term and continuing pilots are to be paid the following annual salary (pro-rata for part-time):

Classification	Existing annual salary	Annual Salary from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5%	30 June 2015 3.2%	30 June 2016 3.2%	30 June 2017 3.2%	31 March 2018 2.9%
Single Engine UTBNI 1360kg	\$37,689	\$39,194	\$40,449	\$41,743	\$43,079	\$44,328
Multi Engine UTBNI 3360kg	\$43,884	\$45,420	\$46,873	\$48,373	\$49,921	\$51,369



## 8.2 Instrument ratings

- a) In addition to payments in 8.1, fixed-term and continuing pilots who are required to use the privileges of an instrument rating to instruct under instrument flight rules will be paid the following (pro-rata for part-time):

Classification	Existing annual salary	Annual Salary from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5%	30 June 2015 3.2%	30 June 2016 3.2%	30 June 2017 3.2%	31 March 2018 2.9%
Instrument ratings	\$5,305	\$5,491	\$5,666	\$5,848	\$6,035	\$6,210

- b) The instrument ratings payment is only applicable to pilots who teach within Course 4 (or its successor) of the Graduate Diploma in Aviation and are required to use the privileges of an instrument rating when teaching.

## 8.3 Instructor rating

In addition to the payments in 8.1 and 8.2, fixed-term and continuing pilots will receive an annual payment based on their Instructor rating as endorsed by CASA (pro-rata for part-time):

Classification	Existing annual salary	Annual Salary from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5%	30 June 2015 3.2%	30 June 2016 3.2%	30 June 2017 3.2%	31 March 2018 2.9%
Grade I	\$6,045	\$6,257	\$6,457	\$6,663	\$6,877	\$7,076
Grade II	\$3,022	\$3,128	\$3,228	\$3,331	\$3,438	\$3,537

- 8.4 Payments in 8.1, 8.2 and 8.3 will be considered as part of the staff member's base salary for the purpose of calculating leave entitlements.

## 9. SALARY – CASUAL STAFF

- 9.1 Casual staff members will be contracted to deliver specific services. Associated with all flight time (excluding Shark Patrol duties) is a requirement to undertake pre and post briefings related to the flight. Flight instructors will receive payment for the flight time and the associated briefing time at the applicable rate of pay specified in clause 9.3 of this schedule.

The following table identifies the ratio of flight time to briefing time:

Flight Time (Hours/Minutes)	Associated Briefing Time (Inclusive of pre & post briefing)
0 – 2.25	0.5 hours
2.25 – 3.45	1 hour
3.45 – 5.15	1.3 hours
5.15 – 6.45	2 hours
6.45 – 8.15	2.3 hours

- 9.2 Duties undertaken outside these contracted and associated hours will be considered as *Other Academic Activity* and will include activities such as attendance at staff meetings, scheduling of student flights, induction and group briefings.

- 9.3 Casual staff members will be paid in accordance with the following rates of pay (rates are per hour and inclusive of the 25% casual loading):

Description	Existing rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2014 3.5%	30 June 2015 3.2%	30 June 2016 3.2%	30 June 2017 3.2%	31 March 2018 2.9%
Grade I (Single Engine)	\$68.34	\$70.73	\$73.00	\$75.33	\$77.74	\$80.00
Grade I (Multi Engine)	\$78.01	\$80.74	\$80.32	\$85.99	\$88.74	\$91.32
Grade II (Single Engine)	\$63.61	\$65.84	\$67.94	\$70.12	\$72.36	\$74.46
Grade II (Multi Engine)	\$73.29	\$75.86	\$78.28	\$80.79	\$83.37	\$85.79
Grade III (Single Engine)	\$58.89	\$60.95	\$62.90	\$64.91	\$66.99	\$68.93
Grade III (Multi Engine)	\$68.57	\$70.97	\$73.24	\$75.58	\$78.00	\$80.27
Other Academic Activity	\$39.19	\$40.56	\$41.86	\$43.20	\$44.58	\$45.87

## 10. ALLOWANCES

### 10.1 Loss of licence allowance

- a) Full-time continuing or fixed-term staff members will receive an annual allowance of up to \$1,547 to assist the pilot to hold adequate insurance against loss of licence. The allowance will be paid on a pro-rata basis for part-time staff members.
- b) A staff member claiming the allowance must provide the University with satisfactory evidence of payment before receiving the allowance.
- c) The loss of licence allowance shall be adjusted in accordance with the annual percentage change in the Consumer Price Index for Adelaide, for the preceding twelve (12) months ending in the September quarter. Any adjustments shall be rounded to the nearest dollar and be operative from the first full pay period commencing on or after 1 November in that year.

### 10.2 Uniform allowance

- a) Where the UniSA Aviation Academy requires a uniform to be worn on duty but does not provide one, the pilot will receive an allowance of \$277.55 per annum.
- b) The uniform allowance shall be adjusted in accordance with the annual percentage change in the Consumer Price Index for Adelaide, for the preceding twelve (12) months ending in the September quarter. Any adjustments shall be rounded to the nearest five (5) cents and be operative from the first full pay period commencing on or after 1 November in that year.

## 11. PUBLIC HOLIDAYS

- 11.1 Continuing and fixed-term pilots shall be granted on full pay, public holidays and days gazetted as such by the State Government of South Australia. This is incorporated in the calculation of annual workload hours specified in clause 7.1 of this schedule.
- 11.2 A casual staff member who is required to work on a public holiday will not receive any additional payment as the salary in clause 9.3 of this schedule subsumes any entitlements to payment for public holidays.

**12. REDEPLOYMENT**

- 12.1 Pilots employed on a continuing basis will only have a right to be redeployed where there is an immediate skills match, as defined in clause 22.5 b) of this Agreement.
- 12.2 Pilots employed on a fixed-term or casual basis do not have any entitlement to redeployment.

**13. FITNESS FOR DUTIES**

- 13.1 Where a continuing or fixed-term staff member is required by the Vice Chancellor to undergo a medical examination to determine their fitness to carry out their flying duties (in accordance with clause 57 and 58 of the Agreement), the staff member will be directed to undertake administrative or alternative duties other than flying, pending the outcome of the medical examination.
- 13.2 Where CASA is investigating and/or has suspended a continuing or fixed-term staff member's licence, the staff member may be placed on special leave with or without pay pending resolution.

## **SCHEDULE 6      MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSAL)**

### **Introduction**

Minimum standards for levels of academic staff, other than a casual, are set out in this schedule - Minimum standards for academic levels (MSAL). The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual staff development.

An academic appointed to a particular level may be assigned and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an academic may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of an institution's promotion processes.

MSAL will not be used as a basis for claims for reclassification.

MSAL may be supplemented by more detailed descriptors in each Division of the University to facilitate performance management.

### **TEACHING AND RESEARCH ACADEMIC STAFF**

#### **Level A**

A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop his or her expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four (4) years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to his or her profession or discipline, and undertake administration primarily relating to his or her activities at the institution. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

#### **Level B**

A Level B academic will undertake independent teaching and research in his or her discipline or related area. In research and/or scholarship and/or teaching a Level B academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other staff, as appropriate to the discipline.

A Level B academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in independent scholarship and/or research and/or professional activities appropriate to his or her profession or discipline. He or she will normally undertake administration primarily relating to his or her activities at the institution and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the institution.

#### **Level C**

A Level C academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching he or she will make original contributions, which expand knowledge or practice in his or her discipline.

A Level C academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. He or she will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of the institution.

#### **Level D**

A Level D academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in his or her discipline. He or she will make original and innovative contributions to the advancement of scholarship, research and teaching in his or her discipline.

#### **Level E**

A Level E academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.

A Level E academic will have attained recognition as an eminent authority in his or her discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in his or her discipline. He or she will make a commensurate contribution to the work of the institution.

### **RESEARCH ACADEMIC STAFF (INCLUSIVE OF CREATIVE DISCIPLINES)**

#### **Level A**

A Level A research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.

A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. He or she will undertake administration primarily relating to his or her activities at the institution.

#### **Level B**

A Level B research academic will normally have experience in research or scholarly activities, which have resulted in publications in refereed journals or other demonstrated scholarly activities.

A Level B research academic will carry out independent and/or team research. A Level B research academic may supervise postgraduate research students or projects and be involved in research training.

#### **Level C**

A Level C research academic will make independent and original contributions to research, which have a significant impact on his or her field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of his or her discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.

A Level C research academic will provide leadership in research, including research training and supervision.

#### **Level D**

A Level D research academic will make major original and innovative contributions to his or her field of study or research, which are recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within his or her institution, discipline and/or profession in fostering the research activities of others and in research training.

#### **Level E**

A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to his or her field of research, which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in his or her field of research, within his or her institution, discipline and/or profession and within the scholarly and/or general community. He or she will foster excellence in research, research policy and research training.

## SCHEDULE 7 PROFESSIONAL STAFF POSITION CLASSIFICATION DESCRIPTORS (DWM DESCRIPTORS)

Note: The University of South Australia uses the term Higher Education Officer (HEO) that is directly comparably with the Higher Education Worker (HEW) provisions set out in this clause.

<b>Definition 1:</b>	<b>Supervision</b>
Close supervision	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
Routine supervision:	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General direction:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad direction:	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives.
<b>Definition 2:</b>	<b>Qualifications</b>
Within the Australian Qualifications Framework	
Year 12:	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trade certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition, eg Certificate III.
Post-trade 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 is comparable to a trade certificate.
Certificate IV:	A course that provides greater breadth and depth of skill and knowledge and 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 educational and training institution, typically equivalent to two years full time post-Year 12 study.
Advanced diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to three years full time post-Year 12 study.
Degree:	A recognised degree from a higher education institution, often completed in three or

	four years, and sometimes combined with a one year diploma.
Postgraduate degree:	A recognised postgraduate degree, over and above a degree as defined above.
Note: 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.	
<b>Definition 3:</b>	<b>Classification dimensions</b>
Training level:	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Occupational equivalent:	Examples of occupations typically falling within each classification level.
Level of supervision:	This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.
Task level:	The type, complexity and responsibility of tasks typically performed by staff within each classification level.
Organisational knowledge:	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.
Judgement, independence and problem solving:	Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.  This dimension looks at how much of each of these three qualities applies at each classification level.
Typical activities:	Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

## HIGHER EDUCATION WORKER LEVEL 1

### Training level or qualifications

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

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

### Occupational equivalent

Cleaner, labourer, trainee for level 2 duties.

### Level of supervision

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



**Task level**

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

**Organisational knowledge**

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

**Judgement, independence and problem solving**

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

**Typical activities**

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

**HIGHER EDUCATION WORKER LEVEL 2****Training level or qualifications**

Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or

- a) completion of year 12 without work experience, or
- b) completion of Certificates I or II with work related experience, or
- c) an equivalent combination of experience and training.

**Occupational equivalent**

Administrative assistant; security patrol officer.

**Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

**Task level**

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

**Organisational knowledge**

Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the staff member's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

**Judgement, independence and problem solving**

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

**Typical activities**

Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

## HIGHER EDUCATION WORKER LEVEL 3

### Training level or qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- a) completion of a trades certificate or Certificate III, or
- b) completion of Year 12 or a Certificate II, with relevant work experience, or
- c) an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

### Occupational equivalent

Tradesperson, technical assistant/technical trainee, administrative assistant.

### Level of supervision

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

### Task level

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

### Organisational knowledge

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

### Judgement, independence and problem solving

Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

### Typical activities

In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In technical assistant positions:

- Assist a technical officer in operating a laboratory, including ordering supplies.
- Assist in setting up routine experiments.
- Monitor experiments for report to a technical officer.
- Assist with the preparation of specimens.
- Assist with the feeding and care of animals.

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

In administrative positions, perform a range of administrative support tasks including:

- standard use of a range of desk-top based programs, eg. word processing, established spreadsheet or database applications, and management information systems (eg. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics,
- provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel,
- process accounts for payment.

## HIGHER EDUCATION WORKER LEVEL 4

### Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a) completion of a diploma level qualification with relevant work related experience, or
- b) completion of a Certificate IV with relevant work experience, or
- c) completion of a post-trades certificate and extensive relevant experience and on the job training, or
- d) completion of a Certificate III with extensive relevant work experience, or
- e) an equivalent combination of relevant experience and/or education/training.

### Occupational equivalent

Technical officer or technician, administrative above Level 3, advanced tradespersons.

### Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

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

### Task level

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

### Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

### Judgement, independence and problem solving

In trades positions, extensive diagnostic skills.

In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

### Typical activities

In trades positions:

- work on complex engineering or interconnected electrical circuits
- exercise high precision trades skills using various materials and/or specialised techniques.

In technical positions:

- develop new equipment to criteria developed and specified by others,
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

In library technician positions:

- undertake copy cataloguing
- use a range of bibliographic databases
- undertake acquisitions
- respond to reference inquiries.

In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems
- plan and set up spreadsheets or data base applications

- be responsible for providing a full range of secretarial services, eg. in a faculty
- provide advice to students on enrolment procedures and requirements
- administer enrolment and course progression records.

## **HIGHER EDUCATION WORKER LEVEL 5**

### **Training level or qualifications**

Level 5 duties typically require 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 advanced diploma qualification and at least 1 years subsequent relevant work experience, or
- completion of a diploma qualification and at least 2 years subsequent relevant work experience, or
- completion of a Certificate IV and extensive relevant work experience, or
- completion of a post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician, or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Graduate (i.e., degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

### **Level of supervision**

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

### **Task level**

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.

### **Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

### **Judgement, independence and problem solving**

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

### **Typical activities**

In technical positions:

- develop new equipment to general specifications
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use
- prepare reports of a technical nature.

In library technician positions, perform at a higher level than Level 4, including:

- assist with reader education programs and more complex bibliographic and acquisition services
- operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an out-posted service.

In administrative positions:

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

In professional positions and under professional supervision:

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

## **HIGHER EDUCATION WORKER LEVEL 6**

### **Training level or qualifications**

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience, or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields, or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

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

### **Level of supervision**

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

### **Task level**

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

### **Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

### **Judgement, independence and problem solving**

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

### **Typical activities**

In technical positions:

- manage a teaching or research laboratory or a field station
- provide highly specialised technical services
- set up complex experiments
- design and construct complex or unusual equipment to general specifications
- assist honours and postgraduate students with their laboratory requirements
- install, repair, provide and demonstrate computer services in laboratories.

In administrative positions:

- provide financial, policy and planning advice

- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence
- monitor expenditure against budget in a school or small faculty.

In professional positions:

- work as part of a research team
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services
- undertake a range of computer programming tasks
- provide documentation and assistance to computer users
- analyse less complex user and system requirements.

## **HIGHER EDUCATION WORKER LEVEL 7**

### **Training level or qualifications**

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

### **Occupational equivalent**

Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex faculty.

### **Level of supervision**

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

### **Task level**

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

### **Organisational knowledge**

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

### **Judgement, independence and problem solving**

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

### **Typical activities**

In a library, combine specialist expertise and responsibilities for managing a library function.

In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.

In technical manager positions, the management of teaching and research facilities for a department or school.

In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

## HIGHER EDUCATION WORKER LEVEL 8

### Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience, or
- extensive experience and management expertise, or
- an equivalent combination of relevant experience and/or education/training.

### Occupational equivalent

Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher.

### Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.

### Task level

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

### Organisational knowledge

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

### Judgement, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice (eg, to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

### Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.

Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

## HIGHER EDUCATION WORKER LEVEL 9

### Training level or qualifications

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience, or
- extensive management experience and proven management expertise, or
- an equivalent combination of relevant experience and/or education/training.

### Occupational equivalent

Manager (including administrative, research, professional or scientific); senior school or faculty administrator; senior researcher.

### Level of supervision

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.

**Task level**

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

**Organisational knowledge**

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

**Judgement, independence and problem solving**

Responsible for significant program development and implementation. Provide strategic support and advice (eg, to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

**Typical activities**

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.

Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

**HIGHER EDUCATION WORKER LEVEL 10****Training level or qualifications**

Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:

- proven expertise in the management of significant human and material resources; in addition to, in some areas,
- postgraduate qualifications and extensive relevant experience.

**Occupational equivalent**

Senior program, research or administrative manager

**Level of supervision**

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).

**Task level**

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

**Organisational knowledge**

Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

**Judgement, independence and problem solving**

Be fully responsible for the achievement of significant organisational objectives and programs.

**Typical activities**

Manage a large functional unit with a diverse or complex set of functions and significant resources.



Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

**SIGNATORIES**

Signed for and on the behalf of

**THE UNIVERSITY OF SOUTH AUSTRALIA**

Signature: 

Print Full Name: DAVID LLOYD

Position Title: VICE CHANCELLOR

Address: HAWKE BUILDING, NORTH TCE SA 5000

In the presence of

Signature: Ruth K. Berks

Date: 16<sup>th</sup> April 2014

Signed for and on the behalf of

**NATIONAL TERTIARY EDUCATION INDUSTRY UNION**

Signature: 

Print Full Name: GRAHAME McCULLOCH

Position Title: GENERAL SECRETARY

Address: 1<sup>ST</sup> FLOOR  
120 CLARENDON ST, SOUTH MELBOURNE, VIC 3205

In the presence of

Signature: 

Date: 15 April 2014

Signed for and on the behalf of

**COMMUNITY AND PUBLIC SECTOR UNION - STATE PUBLIC SERVICE FEDERATION SA BRANCH**

Signature: 

Print Full Name: NEVILLE EDWARD RITCHIE


Position Title: ACTING GENERAL SECRETARY

Address: 122 PIRIE ST ADELAIDE

In the presence of

Signature: 


Date: 17/04/2014

  
Ian D. Peak (B.A., B.Soc.Admin, J.P.)  
Justice of the Peace, No. 15144  
A Justice of the Peace for South Australia  
on 17/04/2014

Signed for and on the behalf of

UNITED VOICE

Signature:

  
\_\_\_\_\_

Print Full Name:

TRACY DITROIA.

Position Title:

BANK SECRETARY

Address:

101 HENRY BANK RD, MID EXE.

In the presence of

Signature:

  
\_\_\_\_\_

Date:

22/4/2014.