

Senior Staff Employment Conditions

Purpose

This Policy outlines the employment conditions that apply to senior staff employed by the University of South Australia who are covered by the scope of this Policy.

Scope

This Policy applies to all senior staff (as defined in this Policy) who receive a remuneration package in accordance with section 6, unless otherwise excluded as agreed by the Vice Chancellor due to individual circumstances.

Where an academic senior staff member holds an underlying substantive appointment in accordance with their Senior Staff Employment Agreement and they revert to their underlying substantive appointment, this Policy will no longer apply and their employment conditions will be covered by the *University of South Australia Enterprise Agreement 2023* (as amended or replaced).

Except for changes that are required to comply with legislation, including the National Employment Standards, the University undertakes to not change or vary the provisions of this Policy that commences on 7 December 2023. This undertaking applies until 31 December 2025 whilst a senior staff member continues to be covered by this Policy through their appointment as a senior staff member with the University.

Responsibilities

The Vice Chancellor is the Approving Authority for this Policy and is responsible for organisation-wide adherence.

Definitions

1. **Party or Parties** means the University of South Australia and the senior staff member covered by this Policy.
2. **Representative** means a person nominated by the senior staff member to represent them, provided that the person is not a legal practitioner. A senior staff member may request a representative for any matter that affects them.
3. **Senior Staff** and **Senior Staff Member** means all senior staff (excluding the Vice Chancellor) employed by the University in the capacity as members of the Enterprise Leadership Team, Executive Deans, Deans of Programs, Deans of Research, Directors of Research Institutes, Directors of central administrative support units and any other senior staff employed in an equivalent position or equivalent level of responsibility and who receives a remuneration package in accordance with section 6.
4. **This Policy** means the Senior Staff Employment Conditions Policy.
5. **University** means the University of South Australia.
6. **Vice Chancellor (or nominee)** means the Vice Chancellor or other nominee as determined by the Vice Chancellor.

Employment Conditions

SECTION 1: STARTING AT UNISA AND CONTRACT RENEWAL

1. APPOINTMENT

- 1.1 The Vice Chancellor (or nominee) is authorised to make appointments and renew fixed term appointments for senior staff positions.
- 1.2 Unless determined by the Vice Chancellor (or nominee), new appointments to senior positions will be made on a fixed term contract basis.
- 1.3 A senior staff appointment may provide for reversion to a substantive position at the conclusion of the senior staff appointment. The senior staff member's employment agreement will specify if reversionary arrangements are to apply and the classification level applicable.
- 1.4 On appointment a senior staff member may negotiate recognition of prior employment which will be considered at the discretion of the University on a case-by-case basis.

2. PROBATION

Continuing Appointments

- 2.1 The probationary period for all senior staff members will be twelve (12) months.
- 2.2 At the time of making an appointment, the Vice Chancellor (or nominee) may waive or vary the probationary period, having regard to prior service, qualifications, experience of the appointee, or other relevant considerations.

Fixed Term Appointments

- 2.3 The probationary period will be twelve (12) months.
- 2.4 The Vice Chancellor (or nominee) may decide to waive or vary the probationary period for a senior staff member.

Appointment to Subsequent Senior Staff Positions

- 2.5 Where an existing continuing or fixed term senior staff member is appointed to a subsequent position, a probationary period up to a maximum of twelve (12) months may be determined by the Vice Chancellor (or nominee) at the time of making the appointment.
- 2.6 The Vice-Chancellor (or nominee) may decide to waive or vary the probationary period for a senior staff member appointed to a subsequent senior staff position.

Probation Process

- 2.7 Probation will be managed in accordance with section 2.7-2.11 of this Policy.
- 2.8 During a probationary period, the senior staff member will be provided with feedback from their line manager, with respect to their capacity to discharge the responsibilities of the position and any other matters that arise during the probationary period.

- 2.9 Following a probationary period, a senior staff member's employment may be confirmed or terminated, or an additional probationary period may apply by agreement between the Vice Chancellor (or nominee) and the senior staff member.
- 2.10 If a senior staff member is deemed unsuitable and employment is to be terminated during the probationary period, the senior staff member will be given four (4) weeks' notice by the University. Payment may be made in lieu of notice.
- 2.11 If a senior staff member has negotiated a reversion to a substantive position at the conclusion of the senior staff appointment in accordance with section 1.3 of this Policy and is deemed unsuitable during their probationary period, the Vice Chancellor (or nominee) may consider reverting the senior staff member to their substantive position.

3. CONTRACT RENEWAL

- 3.1 Fixed term appointments may be renewed at the discretion of the University. The process for renewal/non-renewal of fixed term appointments will be as follows.
- 3.2 At least six (6) months prior to the expiration of the period of appointment, the line manager will confer with the senior staff member on the issue of re- appointment for a further period.
- 3.3 Where the senior staff member advises that they seek reappointment, the line manager will make a recommendation to the Vice Chancellor (or nominee) on the renewal/non-renewal of the fixed term appointment. This decision will have regard to the needs of the University and the senior staff member's performance as demonstrated in the University's [Performance Management Policy](#) and the Performance Development and Management Guidelines outlined in the [Performance Development and Management framework](#).
- 3.4 The Vice Chancellor will make the final decision regarding any offer of a further fixed term appointment. A decision is not reviewable by the senior staff member under section 5 – Staff Grievance Procedure.
- 3.5 The line manager will advise the senior staff member of the University's intention to renew or not to renew the appointment at least four (4) months prior to the expiration of the period of appointment.

SECTION 2: WORKING ENVIRONMENT

4. UNIVERSITY POLICIES, PROCEDURES AND GUIDELINES

Where the University is proposing to introduce new policies, procedures and guidelines or make amendments to existing ones that have a significant impact on matters pertaining to the employment of senior staff under this Policy, the University will consult with senior staff through email and/or other forms of relevant communication such as meetings of cohort representative groups (e.g. Enterprise Leadership Team, Executive Dean forum, Directors' group).

5. STAFF GRIEVANCE PROCEDURE

- 5.1 A senior staff member may notify a grievance under this section about the application or interpretation of this Policy, or raise a personal grievance.
- 5.2 The senior staff member will notify their direct line manager in writing and in sufficient detail of the nature of the grievance. Should the senior staff member so request, they may be represented by another person of their choice (excluding a legal practitioner) during the stages of the grievance as detailed in this section.

Stage 1

- 5.3 As soon as practicable after the grievance has arisen, it will be considered jointly by the senior staff member and the direct line manager.

Stage 2

- 5.4 If the grievance is not resolved within five (5) working days of the matter being jointly considered under section 5.3, either party to the grievance may submit the issue to the Vice Chancellor (or nominee) to consider and attempt to resolve the grievance. If the grievance is between the Vice Chancellor and a direct report, the Vice Chancellor will appoint a delegate to seek to resolve the grievance.

Stage 3

- 5.5 If the grievance is not resolved within five (5) working days of the matter being considered under section 5.4, the senior staff member may seek resolution of their grievance in accordance with requirements and processes outlined in the [Staff Appeals Policy](#). Grievances notified under the [Staff Appeals Policy](#) can only be based on the process leading to a decision that may affect a senior staff member's employment. Attempts to resolve the grievance under section 5.3 and 5.4 above will be taken as having satisfied section 1.1 of the [Staff Appeals Policy](#).
- 5.6 Where a senior staff member submits the same grievance to any external agency that is competent to handle such grievance, all action under this section will cease and the matter will no longer be a grievance under this Policy.
- 5.7 A grievance involving unlawful discrimination, sexual harassment and/or workplace bullying, will be dealt under the relevant University Policy or Procedure. Please refer to the [Sexual Harm Policy](#) and [Discrimination and Harassment Grievance Procedures \(Staff\)](#).

SECTION 3: REMUNERATION AND ALLOWANCES

6. REMUNERATION

- 6.1 All senior staff will receive a remuneration package based on the requirements of their position description and in accordance with the *Senior Staff Remuneration Guidelines*.
- 6.2 The Senior Remuneration Committee (SRC) will review senior staff remuneration annually in June and may determine an annual across the board salary increase based on market remuneration movements in accordance with the guidelines referred to in section 6.1. Where a remuneration increase is determined the increase will be paid effective from 30th June of the relevant year.
- 6.3 Senior staff are eligible to negotiate their positioning within their individual salary range in accordance with the guidelines referred to in section 6.1.
- 6.4 Position descriptions may be reviewed and re-evaluated either at the request of the senior staff member or the senior staff member's line manager when there is considered to be significant growth within the role.
- 6.5 Any decision arising out of the application of this section is final and is not subject to a grievance in accordance with section 5 of this Policy.
- 6.6 The Senior Remuneration Committee is a subcommittee of University Council.

7. PERFORMANCE PAY

- 7.1 A performance payment of up to 10% of total employment cost can be earned. Performance pay is offered under the conditions outlined in the University's *Performance Pay for Senior Managers Scheme*.
- 7.2 For the purposes of Performance Pay "total employment cost (TEC)" includes base salary, recreation leave loading, employer superannuation and any applicable allowances.
- 7.3 The option to salary sacrifice performance payments may be available. As salary sacrifice arrangements must be prospective, a Salary Sacrifice Agreement (SSA) must be completed prior to the period for which an entitlement exists.

8. SUPERANNUATION

- 8.1 The University agrees that for the life of this Policy, it will maintain arrangements for superannuation in respect of access to superannuation schemes and contributions rates that are in effect as of the date of commencement of this Policy.
- 8.2 The University agrees that, should there be any changes to the superannuation arrangements in effect as at the date of commencement of this Policy, the University will consult with senior staff prior to implementing any changes.

9. SALARY SACRIFICE

- 9.1 Participation in salary sacrifice is voluntary and at the initiation of a senior staff member. This clause applies for the period a senior staff member enters into a Salary Sacrifice Agreement.
- 9.2 A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the University and the senior staff member that enables salary- packaging arrangements to be put in place.
- 9.3 Subject to this section, the salary payable to a senior staff member or applicable to a position where the occupant elects to enter into an SSA, pursuant to this Policy will be the salary payable under the SSA, notwithstanding any other provision in, this Policy.
- 9.4 Any entitlement to payment of leave loading will be based on the salary that would have been payable had the senior staff member not entered into an SSA.
- 9.5 Where, on cessation of employment, the University makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements, those payments will be based on the salary that would have been payable had the senior staff member not entered into a SSA.
- 9.6 The portion of remuneration that can be taken as salary sacrifice items must be no greater than 50% of the senior staff member's superannuable salary unless otherwise approved by the Vice Chancellor (or nominee).
- 9.7 Salary sacrifice will not extend to senior staff members employed on a fixed term contract of less than twelve (12) months unless otherwise determined by the Vice Chancellor.
- 9.8 Salary Sacrifice will be applied in accordance with University's [Salary Sacrifice Guidelines and Conditions](#).

10. HIGHER DUTIES ALLOWANCE

- 10.1 A senior staff member temporarily performing the duties of a designated higher classified position for ten (10) working days or more, will be paid an allowance from the date that the senior staff member commences the higher duties, equivalent to the difference between their base salary and the minimum

base salary of the higher classified position, unless otherwise approved by the Vice Chancellor (or nominee).

- 10.2 Where a senior staff member is not performing the full range of duties of the higher classified position, a percentage of higher duties may be paid on a pro rata basis.

11. RECOVERY OF MONEY OWED BY A SENIOR STAFF MEMBER

- 11.1 The University will be entitled to make salary deductions in order to recover money owed by senior staff members including but not limited to:
- a) Relocation expenditure incurred on behalf of a senior staff member and which the University is entitled to recover due to the senior staff member terminating their employment without completing the requisite period specified in the offer of appointment;
 - b) Payment of leave in advance;
 - c) Overpayments of salary or allowances.
- 11.2 Before commencing to make a salary deduction, the Executive Director: People, Talent and Culture will provide the senior staff member with written details of the overpayment to be recovered and the reasons for the situation arising and will make a reasonable attempt to consult with the senior staff member on a suitable method and timeline for repayment. The University will then provide the senior staff member with written details of the repayment arrangements and date of commencement.

SECTION 4: LEAVE

12. RECREATION LEAVE

- 12.1 Full-time senior staff members will be entitled to twenty (20) working days recreation leave per annum. Part time senior staff members will be entitled to twenty (20) working days which will accrue on a pro rata basis with the calculation of leave based on their employment (FTE) fraction. Recreation leave will accrue progressively during a year of service according to the senior staff member's ordinary hours of work, and accumulates from year to year.
- 12.2 Recreation leave is to be taken at times approved by the line manager and as soon as possible in the year following its accrual. If a senior staff member has an accrual equal to, or in excess of, forty (40) working days recreation leave, the Vice Chancellor (or ELT member, Pro Vice Chancellor, Executive Dean, Executive Director, Director or line manager) may, on not less than fourteen (14) days' notice, direct the senior staff member to take recreation leave up to a maximum period of one quarter of their total leave entitlement.
- 12.3 The senior staff member shall be entitled on the pay day preceding 1 January, to a recreation leave loading payment equal to 17.5 per cent 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.
- 12.4 Recreation leave loading payment may be salary sacrificed into the senior staff member's superannuation fund, providing a SSA is completed prior to accruing the leave.
- 12.5 Senior staff who were employed under the former *University of South Australia Senior Staff Collective Agreement 2006* (SSCA) when the SSCA commenced operation on 8 August 2006, may make an application to receive four (4) days leave (Extra recreation Leave - ERL) in lieu of payment of recreation leave loading in section 12.3. The conditions relating to substitution of recreation leave loading will be in accordance with the following:

- a) Approval from the line manager;
- b) Demonstration of succession planning;
- c) Leave to be taken at a suitable time to meet the University's needs; and
- d) The University's extra recreation leave in lieu of recreation leave loading procedures.

13. LONG SERVICE LEAVE

13.1 The senior staff member who has ten (10) years or more full-time service has qualified for long service leave and is entitled to:

- a) Sixty-five (65) working days leave in respect of the first ten (10) years of service, calculated as 6.5 working days per completed year of service; and
- b) 6.5 working days leave in respect of each subsequent year of service.
- c) Senior professional staff and former academic staff of the South Australian College of Advanced Education will be entitled to 10.7 working days in respect of the sixteenth and each subsequent year of service.

13.2 If a senior staff member undertakes periods of part time service, long service leave will accrue on a pro-rata basis in respect of that service and will be calculated and expressed as full time equivalent working days.

13.3 An entitlement under this section arises in respect of completed years and months of service. Long service leave accrued prior to the commencement of this Policy will be taken to have accrued in working days consistent with the provisions of this section.

13.4 Where the service of a senior staff member who is entitled to long service leave under this clause is terminated, the senior staff member is entitled to a payment in lieu of long service leave.

13.5 A senior staff member who has completed seven (7) years' service is, on termination of employment, entitled to a payment equal to the monetary equivalent of the senior staff member's balance of long service leave entitlement at the time of termination.

13.6 A senior staff member who has completed seven (7) years' service (but less than 10 years) is not entitled to a payment under section 13.1-13.5 if:

- a) The senior staff member's contract of service is terminated for misconduct on the part of the senior staff member; or
- b) The contract of service is unlawfully terminated by the senior staff member.

13.7 Where a senior staff member's service is terminated as a result of the death of the senior staff member, the senior staff member's entitlement under this section vests in their personal representative.

13.8 Where long service leave has been taken by a senior staff member or a payment in lieu of long service leave has been made, the senior staff member's long service leave entitlement is reduced accordingly.

13.9 The taking, payment and management of long service will be in accordance with the University's [Long Service Leave Procedure](#).

Payment In Respect of Long Service Leave

13.10 Subject to this section, a senior staff member who is on long service leave is entitled to be paid at their ordinary rate of pay, commensurate with the classification level of the senior staff member's position during

that leave.

- 13.11 A senior staff member who holds a substantive part-time appointment may elect to receive payment for a period of long service leave at a full-time equivalent rate. In this case the corresponding full-time equivalent number of working days will be deducted from the senior staff member's entitlement.
- 13.12 Alternatively a part-time senior staff member may elect to take a period of long service leave at their corresponding part-time rate of pay.
- 13.13 Payment for a period of long service leave will be made in one of the following ways:
- a) in advance for the whole period of leave; or
 - b) on the same days as payment of salary would have been made if the senior staff member remained at work; or
 - c) in some other way agreed between the University and the senior staff member.
- 13.14 A senior staff member, once qualified for long service leave in accordance with section 13.1, may apply at the time of qualification, or in any subsequent 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 senior staff member (i.e. cashing in) will be calculated at the senior staff member's ordinary rate of pay applicable immediately before the payment is made.
- 13.15 A staff member may elect to take long service leave on half salary, and in that event the period of leave will 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:
- a) the first half of the leave shall be on full pay; and
 - b) the second half of the leave shall be deemed to be leave without pay.
- 13.16 Long service leave payments may be salary sacrificed into the senior staff member's superannuation fund, provided a SSA is completed prior to the senior staff member being eligible to take the leave and the payment of the long service leave is not as a result of terminating employment with the University.

14. PERSONAL LEAVE

- 14.1 In the case of personal illness or injury, a full time senior staff member will be entitled to leave of absence with full pay at rate of twelve (12) working days per year. A part time senior staff member will be entitled to twelve (12) working days personal leave per year paid on a pro rata basis.
- 14.2 Personal leave will accrue progressively during a year of service according to the senior staff member's ordinary hours of work, and accumulates from year to year.
- 14.3 The taking, payment and management of personal leave will be in accordance with the University's [Personal, Family Responsibility, Carer's and Compassionate Leave Procedure](#).

15. FAMILY RESPONSIBILITY LEAVE

- 15.1 A senior staff member will be entitled to nine (9) working days family responsibility leave with pay per annum for the mixed purpose of providing for:
- a) Carer responsibilities;

- b) Compassionate/bereavement; and
 - c) Other special personal circumstances.
- 15.2 This leave is available where a senior 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.
- 15.3 The senior staff member will not be entitled to take family responsibility leave where another person has family responsibility leave to care for the same person.
- 15.4 Where a senior staff member exhausts their entitlement in section 15.1, the senior 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 section 15.2:
- a) Contracts or develops a personal illness that poses a serious threat to their life; or
 - b) Sustains a personal injury that poses a serious threat to their life; or
 - c) Dies.
- 15.5 Compassionate leave in section 15.4 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 senior staff member and their line manager agree.
- 15.6 Other conditions associated with the taking, payment and management of family responsibility leave will be in accordance with the University's [Personal, Family Responsibility, Carer's and Compassionate Leave Procedure](#).

16. CARERS LEAVE

Paid Carers Leave

- 16.1 A senior staff member is entitled to access their accrued personal leave entitlement for absences to provide care or support to persons as defined in section 15.2.

Unpaid Carers Leave

- 16.2 A senior 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 section 15.2, requires care or support during such a period because of:
- a) A personal illness, or injury, affecting the person; or
 - b) An unexpected emergency affecting the person.

- 16.3 Unpaid carer's leave in section 16.2 may be taken as:
- a) A single continuous period of up to two (2) days; or
 - b) Any separate periods to which the senior staff member and the line manager agree.
- 16.4 A senior staff member is entitled to unpaid carer's leave in section 16.2 if the senior staff member cannot take an amount of the following paid leave during the period:
- a) Paid carer's leave in accordance with section 16.1; and
 - b) Family responsibility leave in accordance with section 15.
- 16.5 Other conditions associated with the taking, payment and management of carer's leave (paid and unpaid) will be in accordance with the University's [Personal, Family Responsibility, Carer's and Compassionate Leave Procedure](#).

17. PARENTAL LEAVE

Definitions

- 17.1 For the purpose of this clause:
- a) **Partner** means spouse including a current or former: spouse, de facto spouse, or partner, regardless of gender identity or sexuality;
 - b) **Primary Carer** means the staff member who will assume the principal role for the care or attention of a child or children.

Paid Leave Entitlements

- 17.2 A continuing or fixed term staff member is entitled to the following paid parental leave entitlements:

Leave Type	Entitlements and Conditions
Paid Pre Natal-Leave	A senior staff member who is pregnant, is entitled to take a maximum of six (6) days over the course of the pregnancy, up to the commencement of parental leave (paid or unpaid), to attend appointments associated with the pregnancy.
Paid Parental Leave	<p>A senior staff member is entitled to paid parental leave when it is associated with:</p> <ul style="list-style-type: none"> • the birth of a child and the senior staff member is the primary carer; or • the placement of a child with the senior staff member for adoption, the child is under sixteen (16) years of age, and the senior staff member is the primary carer, <p>An entitlement to paid parental leave is provided on the following basis:</p>

Leave Type	Entitlements and Conditions
	<p><u>A senior staff member with twelve (12) months or more continuous service: twenty-two (22) weeks at 100% of the senior staff member's ordinary weekly rate of pay.</u></p> <p><u>A senior staff member with less than twelve (12) months continuous service: 1.5 weeks at 100% of the senior staff member's ordinary weekly rate of pay for each completed month of service.</u></p> <p>An entitlement based on continuous service is determined up to the expected date of the birth or adoption of the child.</p> <p>A senior staff member may elect to take the paid parental leave at 50% of their ordinary rate of pay.</p> <p>A senior staff member who has changed their employment fraction to full-time or part-time in the twelve (12) months immediately preceding the date of parental leave, will be paid their leave on a pro rata basis according to the average number of contracted hours per week over this twelve (12) month period.</p> <p>Employer contributions to superannuation will continue during any period of paid parental leave. Except that all leave accruals and superannuation contributions during the period of paid parental leave at 50% of the ordinary rate of pay will be on a pro rata basis.</p> <p>Any proportion of paid parental leave may be paid as a lump sum if requested by a senior staff member.</p> <p>Appropriate certification relating to the birth or adoption of the child is produced if required by the University.</p> <p>If the senior staff member's partner is employed by the University on a continuing or fixed term basis, paid parental leave may be shared up to the total eligible entitlement provided:</p> <ul style="list-style-type: none"> • the senior staff member consents to their partner taking paid parental leave and the amount of leave to be taken; and • the partner's line manager may approve an application for leave by the partner having regard to urgent pressing business needs. <p>The senior staff member and partner may take leave concurrently.</p>
Paid Partner Leave	<p>A senior staff member is entitled to up to fifteen (15) working days paid leave to support their partner where the leave is associated with:</p> <ul style="list-style-type: none"> • the birth of a child by the senior staff member's partner; or • the placement of a child with the senior staff member for adoption where the child is under sixteen (16) years of age. <p>Appropriate certification relating to the birth or adoption of the child is to be produced if required by the University.</p>

Leave Type	Entitlements and Conditions
	<p>Leave is non-cumulative and must be taken within twelve (12) months following the birth or placement of a child for adoption, after which an entitlement to access this leave expires.</p>
<p>Special Paid Parental Leave</p>	<p>If parental leave (paid or unpaid) has commenced, or has been applied for but not commenced and:</p> <ul style="list-style-type: none"> • In the case of birth related leave, the pregnancy of the senior staff member terminates other than by the birth of a living child, or the senior staff member's child dies during the period that the senior staff member is on leave; or • In the case of adoption leave, the child dies during the period that the senior staff member is on leave; <p>a senior staff member will be entitled to 16 weeks paid leave at 100% of the ordinary weekly rate of pay applicable to the senior staff member (less any paid parental leave already taken or paid) and a further period of unpaid leave as set out in section 17.3 (Unpaid Parental Leave).</p> <p>Further leave may be granted as special leave without pay on a case by case basis subject to the determination of the relevant authorisation holder in accordance with the Vice Chancellor's Authorisations.</p>
<p>Paid Foster Parent Leave</p>	<p>A senior staff member is entitled to paid foster parent leave up to:</p> <p>Six (6) weeks paid leave at 100% of their ordinary weekly rate of pay (where the child is younger than five (5) years of age); or</p> <p>Three (3) weeks paid leave at 100% of their ordinary weekly rate of pay (where the child is older than five (5) years of age or over).</p> <p>If requested by the University, a senior staff member will provide appropriate documentation confirming they are acting as the primary carer of the child.</p>

Unpaid Leave Entitlements

17.3 A senior staff member (where referred to in the following table) is entitled to the following unpaid parental leave:

Leave Type	Entitlements and Conditions
<p>Unpaid Parental Leave</p>	<p>A senior staff member is entitled to unpaid leave where the leave is associated with:</p> <p><u>Birth</u></p> <p>The birth of a child whether the senior staff member is the primary carer, or the primary carer's partner;</p>

Leave Type	Entitlements and Conditions
	<p><u>Adoption</u></p> <p>The placement of a child with the senior staff member for adoption where the child is under sixteen (16) years of age and the staff member is the primary carer;</p> <p><u>Child Rearing</u></p> <p>The care of a child of the senior staff member where the child is not of school age and the senior staff member is or will be the child's primary carer.</p> <p>An entitlement to unpaid leave is provided on the following basis:</p> <p>Fifty-two (52) weeks unpaid parental leave (first period), or less at the senior staff member's discretion, which may be extended on application by a further period of up to fifty-two (52) weeks unpaid leave (second period). The second period application may only be refused on reasonable business grounds, and written details of the reasons for refusal will be provided. The request must not be refused before the senior staff member has been given a reasonable opportunity to discuss it.</p> <p>A senior staff member may apply for an extension of unpaid parental leave beyond the second period to the Vice Chancellor (or nominee), which will be considered and only granted in special circumstances.</p> <p>The maximum period of unpaid parental leave available to a senior staff member in respect of the same child is a total of one hundred and four (104) weeks, except where application is granted in special circumstances beyond the second period of leave.</p> <p>Unpaid parental leave is available to partners who are both staff members 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 ensuring that the aggregate periods of leave granted to both staff members in relation to the same child does not exceed one hundred and four (104) weeks.</p> <p>Unpaid parental leave for adoption purposes may be taken by either partner, but not by both concurrently, except during the sixteen (16) week period immediately following the placement of the child.</p> <p>Where a pregnancy does not result in the birth of a living child, or where the child dies during a period of unpaid parental leave following the birth of the child, the senior staff member remains entitled to access unpaid parental leave up to a maximum of fifty-two (52) weeks, including any period of leave which has commenced. Any period of leave which has commenced will continue without alteration, except where the senior staff member seeks to return to work earlier following discussion with their line manager.</p> <p>The unpaid parental leave period is inclusive of the paid parental leave period.</p> <p>Appropriate certification relating to the birth or adoption of the child is to be produced if required by the University.</p>

Leave Type	Entitlements and Conditions
Special Unpaid Parental Leave	<p>Where a senior staff member is on paid partner leave under section 17.2 and the child dies during the period that the senior staff member is on leave, the senior staff member will be entitled to up 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.</p> <p>Where unpaid parental leave for child rearing purposes has commenced and the child dies during the period the senior staff member is on leave, the senior staff member will be entitled to up 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.</p>
Unpaid Pre-Adoption Leave	<p>A senior staff member is entitled 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.</p>

Phased In Return to Work

- 17.4 Upon return to work after parental leave (paid or unpaid) the senior staff member may work a reduced fraction, (0.6 for a full-time senior staff member) and be paid the full-time salary for a period of eight (8) weeks. A part-time senior staff member may also work a reduced fraction (0.6 of their employment fraction) and be paid at the salary applicable for their employment fraction for eight (8) weeks.
- 17.5 Phased in return to work entitlements are only available once per child (for this purposes "child" includes children of a multiple birth/adoption, or a birth/adoption where the senior staff member does not return to work following a previous period of parental leave).

Post-Natal Arrangements

- 17.6 A senior staff member will be entitled to reasonable breaks in paid time for breastfeeding and lactation and a clean, private space will be provided for this purpose.

Resumption of Duty

- 17.7 A senior staff member who returns to work after parental leave (paid or unpaid) will:
- a) Unless agreed otherwise with the senior staff member, return to the position which they occupied immediately prior to such an absence; or
 - b) In the event that the position they occupied immediately prior to such absence is not available due to reorganisation of the work unit, they will be appointed to a position equivalent in status and salary scale to the position formerly occupied. The location of that position will be one which is mutually agreed between the senior staff member and the University.

Continuity of Service

- 17.8 Prior service at other Australian higher education institutions will be counted in any calculation of eligibility for parental leave.
- 17.9 Any period of paid parental leave will count as service with the University for all purposes.

- 17.10 Any period of unpaid parental leave will be deemed not to have broken the senior staff member's continuity of service.
- 17.11 Only the first year of any continuous parental leave will count for long service leave purposes.
- 17.12 Any period of unpaid parental leave, other than under section 17.11, will 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.

General Conditions

- 17.13 The entitlements for fixed-term contract senior staff under this section cease from the date of termination of the fixed-term contract unless the senior staff member is re-employed on a continuing basis or further fixed-term contract.
- 17.14 The taking of parental leave does not reduce a senior staff member's entitlements to annual leave, long service leave, except in relation to section 17.12.
- 17.15 A senior staff member may elect, subject to normal notice requirement for the taking of leave, to cover any of the period of unpaid parental leave with recreation and/or long service leave. Any leave taken does not extend the period of unpaid parental leave.
- 17.16 Senior 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 Policy.
- 17.17 Where the University can accommodate a request without additional expense, a senior staff member may negotiate a return to work from a period of parental leave earlier than the date originally approved.
- 17.18 Other conditions associated with the taking, payment and management of parental leave will be in accordance with the University's [Parental Leave Procedure](#).
- 17.19 This Policy will be taken to not limit or preclude the application of the Federal Government PPL Scheme in accordance with its terms.

18. SPECIAL LEAVE

Special Leave with Pay

- 18.1 The following categories of special leave with pay may be approved by a line manager (or the Executive Director: People, Talent and Culture in the case of family and domestic violence leave approved in accordance with section 19.9):

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	10 working days
Blood Donation	Reasonable attendance and travel time on each occasion

Description	Maximum periods which may be granted to a staff member in a financial year.
Participation in Sporting Events	National: 5 working days over a two year period International: 15 working days over a two year period
Urgent Pressing Necessity	3 working days
Moving House	1 working day every three years
Military Leave	See Special Leave Procedure
Family and Domestic Violence Leave	Refer section 19. See also Special Leave Procedure .
Gender Affirmation Leave	Refer section 20. See also Special Leave Procedure .

- 18.2 Special leave with pay can only be granted to senior staff member where the make a formal application and the line manager determines that the circumstances of any particular application warrant granting special leave with pay. If appropriate, the line manager may seek additional information before deciding on an application.
- 18.3 Special leave with pay will be granted in periods of one (1) hour or greater.
- 18.4 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.

Special Leave without Pay

- 18.5 Special leave without pay may only be granted subject to the determination of the relevant authorisation holder in accordance with the Vice Chancellor's Authorisations, where a staff member makes a formal application.

Other

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

19. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 19.1 The University is committed to providing all senior staff members who have experienced or are experiencing family and domestic violence with the appropriate support and a safe working environment. The University acknowledges the personal and sensitive nature of family and domestic violence and will keep this information confidential in accordance with the University's [Workplace Confidentiality Guidelines](#) and [Privacy Policy](#).
- 19.2 The University may have an obligation to share personal and/or sensitive information with relevant authorities (for example, the police) where an unacceptable risk to a senior staff member or children in their care is identified. Where required and/or relevant, any sharing of personal and/or sensitive information will be communicated to the senior staff member.

Definitions

- 19.3 For the purpose of this clause:

- a) **Family and domestic violence** is violent, threatening or other abusive behaviour by a close relative of the senior staff member, a member of a senior staff member's household, or a current or former intimate partner of the senior staff member that seeks to coerce or control the senior staff member and causes the senior staff member harm or to be fearful;
- b) A **close relative** of the senior staff member is a person who is a member of the senior staff member's immediate family, or is related to the senior staff member according to Aboriginal or Torres Strait Islander kinship rules;
- c) **Immediate family** is a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the senior staff member or their spouse; and
- d) Family and domestic violence leave can be taken for purposes including:
 - i) Arranging for the safety of the senior staff member or a close relative of the senior staff member;
 - ii) Attending medical or counselling appointments;
 - iii) Organising alternative accommodation;
 - iv) Organising care or education arrangements;
 - v) Attending court hearings;
 - vi) Attending police appointments; and
 - vii) Attending appointments with legal or financial professionals.
- e) A senior staff member may be required to provide evidence in support of an application for the ten (10) days paid leave entitlement that would satisfy a reasonable person of the senior staff member's need to access paid family and domestic violence leave. If requested by a line manager, information that can be provided in support of an application includes, but is not limited to, documents issued by police or the court, a family violence support service, or a statutory declaration.

10 Days Paid Leave Per Annum

- 19.4 A senior staff member who has experienced or are experiencing family and domestic violence, will be entitled to access ten (10) days as special leave with pay in a twelve (12) month period. A senior staff member may be required by their line manager to provide documentation in support of an application based on, but not limited to the examples in section 19.3 e).
- 19.5 Access to the ten (10) days paid leave is available from the start of each twelve (12) month period of a senior staff member's employment.
- 19.6 Family and Domestic Violence Leave does not accumulate from year to year and any untaken leave is not paid out on termination of employment.
- 19.7 Family and Domestic Violence Leave can be taken in periods as part days or multiple days.

Additional Family and Domestic Violence Leave by Application

- 19.8 If a senior staff member exhausts their ten (10) days paid leave provided under section 19.4 in any twelve (12) month period and prior to the entitlement resetting on their employment anniversary, the senior staff member may apply to the Executive Director: People, Talent and Culture for approval of special leave with or without pay.
- 19.9 The Executive Director: People, Talent and Culture will consider the senior staff member's individual circumstances in determining whether additional special leave with or without pay will be approved. The senior

staff member, if requested, is required to provide documentation in support of an application based on, but not limited to the examples in section 19.3 e). The Executive Director: People, Talent and Culture will determine any amount of additional leave they deem reasonable and appropriate.

- 19.10 A senior staff member experiencing domestic violence may also access family responsibility, personal, carer's, recreation and/or long service leave, as applicable.
- 19.11 The Executive Director: People, Talent and Culture, will also consider requests to implement or change flexible working arrangements, and/or change a senior staff member's work location, phone number and/or email address.

Confidential Support

- 19.12 A senior staff member can contact the Strategic People Partner (SPP) for their work area and the SPP can provide confidential support to the senior staff member, and request access to paid or unpaid family and domestic violence leave. The SPP can also facilitate arrangements within the senior staff member's work area through liaison with the relevant line manager.

20. GENDER AFFIRMATION LEAVE

Purpose

- 20.1 The University values the diversity of its senior staff members and respects the contribution of all senior staff members irrespective of their gender identity or gender expression. The University recognises that senior staff members progressing through gender affirmation (the process of exploring one's gender identity) may require additional periods of time away from work as part of the process of affirming (also known as transitioning and/or defining) a person's gender, including:
- a) Social affirmation (the changing of one's name and/or pronouns);
 - b) Medical affirmation (the undertaking of any medical or surgical procedures, illnesses from hormone therapy, medical or counselling appointments, and/or rest and recovery from any medical or surgical procedures); and
 - c) Legal affirmation (legally changing one's name and/or gender marker on personal identification documents including a passport, birth certificate or driver's licence).
- 20.2 The University acknowledges the personal and sensitive nature of gender affirmation and will keep this information confidential in accordance with the University's [Workplace Confidentiality Guidelines](#) and [Privacy Policy](#). Information regarding the senior staff member's gender affirmation will remain strictly private and confidential and will only be available to those who have a legitimate need to know (for example, for the purpose of granting a senior staff member's entitlements under this section).

Special Leave with Pay

- 20.3 A senior staff member who is progressing through gender affirmation can access up to twenty (20) days special leave with pay per year, to be used to support activities related to the senior staff member's gender affirmation in the circumstances outlined in section 20.1.
- 20.4 A part-time continuing or fixed term senior staff member can access special leave with pay in section 20.3 on a pro rata basis based on their employment fraction.
- 20.5 This special leave with pay can be taken in periods of individual days or multiple day periods.
- 20.6 Senior staff members seeking to access this special leave with pay will be required to provide to the University:

- a) Notice of the senior staff member's intention to take gender affirmation leave and the period of leave proposed to be taken; and
 - b) Evidence that would satisfy a reasonable person that the leave is being taken for gender affirmation purposes. Such evidence may include a medical certificate from the senior staff member's treating medical practitioner, legal representative or a statutory declaration from the senior staff member.
- 20.7 This special leave with pay does not accumulate from year to year and is not paid out on termination of employment.

Access to Other Leave

- 20.8 If a senior staff member exhausts all twenty (20) days special leave with pay provided under this section in any one (1) year, they may access any available recreational and/or long service leave, or any other leave to which they are entitled.
- 20.9 The senior staff member may also apply for special leave without pay if all of their other paid leave entitlements have been exhausted. Applications for special leave without pay are required to be made to the Executive Director: People, Talent and Culture who will consider the senior staff member's individual circumstances in determining whether special leave without pay will be granted and if so, the amount of the leave they deem reasonable and appropriate.

Confidential Support

- 20.10 A senior staff member can contact the Strategic People Partner (SPP) for their work area and the SPP can provide confidential support to the staff member, and request access to the paid or unpaid leave prescribed in this clause. The SPP can also facilitate arrangements within the staff member's work area through liaison with the relevant line manager and/or approver.

21. PUBLIC HOLIDAYS

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

22. GRACE DAYS

Senior staff members are entitled to four (4) paid grace days each year to be taken on the days nominated for the Christmas/New Year period.

23. ACADEMIC REORIENTATION PROGRAM LEAVE

- 23.1 Academic Reorientation Program Leave is available to eligible academic senior staff reverting to a continuing substantive position in accordance with the University's [Academic Reorientation Program \(ARP\) Leave Guidelines](#).
- 23.2 An eligible academic senior staff member who completes a three (3) year term and is not continuing in their senior staff position, may elect to undertake a six (6) month Academic Re-orientation Program (ARP).
- 23.3 An eligible academic senior staff member who completes a six (6) year term (two consecutive three (3) year terms) or a five (5) year term and is not continuing in their senior staff position, may elect to undertake a twelve (12) month ARP.
- 23.4 If an eligible academic senior staff member completes more than two (2) consecutive three (3) year terms

in a senior staff position, a maximum ARP of twelve (12) months will apply. However, the maximum period may be varied if consideration of the academic re-orientation program determines that a period longer than twelve (12) months is required to complete an effective program.

- 23.5 The eligible academic senior staff member will provide a written report of the program undertaken to the Provost and Chief Academic Officer within three (3) months of returning to the University.
- 23.6 Conditions associated with ARP shall be in accordance with the University's [Academic Re-orientation Program \(ARP\) Leave Guidelines](#). On approval of the Vice Chancellor, the Provost and Chief Academic Officer may implement any variation from these guidelines.

24. STUDY RELEASE AND PROFESSIONAL DEVELOPMENT LEAVE

A senior staff member may seek to negotiate study release and professional development leave with their line manager. Any request must be approved by the Vice Chancellor (or nominee) and the study or professional development must be relevant to the senior staff member's position and needs of the University.

SECTION 5: DEVELOPMENT AND PERFORMANCE

25. PERFORMANCE MANAGEMENT AND DEVELOPMENT

The [Performance Development and Management framework](#) will be applied to senior staff covered by this Policy.

SECTION 6: LEAVING UNISA

26. NOTICE OF TERMINATION

Termination of Employment by Senior Staff Member

- 26.1 A senior staff member may terminate their employment with the University upon the giving of at least three (3) months' notice in writing to the Vice Chancellor. This does not prevent the Vice Chancellor and senior staff member agreeing to a shorter period of notice.
- 26.2 If a senior staff member fails to give notice or work out the notice period determined in accordance with section 26.1 above, the University shall be entitled to recover an amount equal to the salary which would have been earned to the end of the period of notice. The University shall be entitled to recover the amount from termination payments, including leave entitlements.
- 26.3 Where a senior staff member has an entitlement to a substantive position in the University and the senior staff member elects to fall back to that position, the senior staff member shall provide at least three (3) months' notice in writing to the Vice Chancellor. This does not prevent the Vice Chancellor (or nominee) and senior staff member agreeing to a shorter period of notice.

Termination of Employment by University

- 26.4 The University may terminate the employment of a senior staff member for reasons including:
- a) Absence from duty;
 - b) Unsatisfactory probation;
 - c) Non-renewal of fixed term appointments;
 - d) Redundancy;

- e) Unacceptable performance;
- f) Misconduct; and
- g) Medical grounds.

26.5 Except in the case of unsatisfactory probation, non-renewal of fixed term appointments, redundancy, unacceptable performance, misconduct, medical grounds and contract renewal (section 3), the University may terminate the employment of a senior staff member by making a payment equivalent to a period of notice of six (6) months, or by paying out the remaining period of the contract, whichever is the lesser amount.

27. ABSENCE FROM DUTY

27.1 Senior Staff must advise their line manager of all absences from duty. Prior notice of absence should be provided, however, where such notice cannot be provided, senior staff should notify their line manager within twenty four (24) hours of normal commencement of duty, stating the incapacity and likely length of absence.

27.2 Senior staff are required to promptly complete and submit a leave application form in respect of any absence. Where a leave application is not provided by a senior staff member, the Vice Chancellor (or nominee) may arrange for the appropriate leave record to be adjusted and for the senior staff member to be notified of that adjustment.

27.3 Failure by a senior staff member to advise their line manager of an absence in excess of ten (10) consecutive working days must be brought to the attention of the Vice Chancellor by the line manager. The Vice Chancellor may deem the absence to be abandonment of employment and the senior staff member's employment may be terminated.

27.4 Where a senior staff member's employment is terminated in accordance with section 27.3 above and the senior staff member can provide reasonable justification for an absence, the Vice Chancellor may reinstate the senior staff member's employment.

28. REDUNDANCY

28.1 This clause only applies to senior staff who hold a continuing senior staff appointment in the University.

28.2 *Redundancy* and *Redundant* for the purpose of this clause means a situation where the position occupied by a continuing senior staff member is identified as surplus to the University's requirements for reasons including, but not limited to, an economic, technological, structural or similar nature.

28.3 Where the University has decided to make redundant the positions of one or more senior staff, it will:

- a) consult with affected staff;
- b) provide affected staff with relevant information including:
 - i) the reasons for redundancy;
 - ii) the numbers and categories of staff likely to be affected; and
 - iii) the period over which the redundancy is intended to be carried out.

28.4 In the event that the position occupied by a continuing senior staff member is made redundant, redeployment to another position will be considered by the University where the Executive Director: People, Talent and Culture determines that:

- a) There is a suitable vacant position available at the time the position is made redundant; and

- b) The vacant position is compatible with the senior staff member's substantive classification level and their existing skills and experience; or
- c) reversion to a substantive position provided the senior staff member's appointment provides for reversion pursuant to section 1.3.

28.5 In the event that redeployment to another position is not appropriate after consideration of the requirements in section 28.4, the senior staff member's employment with the University will be terminated and the senior staff member will receive the following redundancy benefits.

Senior Academic Staff

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

28.7 Payment composed of:

- a) Twenty six (26) weeks salary, plus
- b) Two (2) weeks salary per completed year of service, with the aggregate to be 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

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

Senior Professional Staff

28.9 The following redundancy benefits will apply to senior professional 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

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

29. UNACCEPTABLE PERFORMANCE

Application

- 29.1 This section applies to all senior staff covered by this Policy excluding those subject to probation in section 2.
- 29.2 Line managers will provide guidance and counselling and, where appropriate, staff development, to address performance issues when these are first identified.
- 29.3 Prior to taking disciplinary action against a senior staff member for unacceptable performance, the Vice Chancellor will ensure the steps outlined in this section are followed.

Definition

29.4 'Disciplinary action' means action by the University to discipline a senior staff member for unacceptable performance or misconduct in accordance with the provisions of this Policy and includes but is not limited to one or more of the following:

- a) withholding of performance-related remuneration;
- b) demotion to a lower salary within a classification level;
- c) demotion by one or more classification levels;
- d) reversion to substantive position (applicable to fallback appointments only);
- e) suspension with or without pay;
- f) termination of employment.

Steps

- 29.5 Where a line manager forms a view that the performance of a senior staff member is unacceptable, the line manager will:
- a) inform the senior staff member that action is being taken in accordance with this Policy;
 - b) counsel the senior staff member on the nature of the improvement required and the time within which reasonable improvement is expected, and
 - c) make a record of the counselling given and provide a copy to the senior staff member.
- 29.6 A senior staff member may choose to be accompanied by a staff representative at any counselling or meeting convened in accordance with this section.
- 29.7 Where a line manager believes the actions referred to in section 29.5 have not produced the required improvements in performance, the line manager will make a report to the Vice Chancellor and, at the same time, provide a copy to the senior staff member.
- 29.8 The senior staff member will be invited to make a written response to the Vice Chancellor within ten (10) working days of receipt of the report by the line manager. The Vice Chancellor will review the report and any response

provided by the senior staff member. The report will clearly state the aspects of performance viewed as unacceptable and the record of attempts to remedy the problem/s.

29.9 The Vice-Chancellor may then decide to:

- a) take no further action;
- b) refer the matter back to the line manager to ensure that all appropriate steps have been taken in a manner appropriate to the circumstances;
- c) revert the senior staff member to their substantive level (in the case of section 29.4 d)), or
- d) take other disciplinary action in section 29.4.

29.10 The Vice Chancellor will advise the senior staff member in writing of the decision and the date of effect of the decision.

Other Matters

29.11 The decision of the Vice Chancellor regarding disciplinary action under this clause will be final.

29.12 Where, in accordance with section 29.10, the Vice Chancellor has confirmed a decision to terminate the employment of a senior staff member, notice or payment in lieu will be as provided in section 29.13.

29.13 The senior staff member will receive the following minimum period of notice:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

29.14 The minimum period of notice in section 29.13 will increase by one week if the senior staff member is over 45 years old and has completed at least two (2) years of continuous service with the University.

29.15 Where the performance of a senior staff member who directly reports to the Vice Chancellor is unacceptable, the role of the line manager identified in section 29 will relate to the Vice Chancellor and the final decision will be made by the Vice Chancellor.

30. MISCONDUCT

Definitions

30.1 'Misconduct' means:

- a) Serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a senior staff member's duties or to a senior staff member's colleagues carrying out their duties; or
- b) Conviction by a Court of competent jurisdiction of an offence of a kind that may be reasonably regarded as constituting a serious impediment to the discharge by the senior staff member of their functions or duties, or to the senior staff member's colleagues carrying out their functions or duties; and/or
- c) serious dereliction of duties.

30.2 **'Disciplinary action'** means any action by the University to discipline a senior staff member for unacceptable performance or misconduct and includes but is not limited to one or more of the following:

- a) Withholding of performance-related remuneration;
- b) Formal censure;
- c) Demotion to a lower salary within a classification level;
- d) Demotion by one or more classification levels;
- e) Reversion to substantive position (applicable to reversionary appointments only);
- f) Suspension with or without pay;
- g) Termination of employment.

Steps

30.3 Prior to taking disciplinary action against a senior staff member for misconduct, the Vice Chancellor will ensure the steps outlined in this section are followed.

30.4 The Vice Chancellor will consider any allegation/s of misconduct. If the Vice Chancellor believes the allegation/s warrant further investigation then the Vice Chancellor will:

- a) Notify the senior staff member in writing and in sufficient detail to enable the senior staff member to understand the precise nature of the allegation/s, and to properly consider and respond to them; and
- b) Require the senior staff member to submit a written response within ten (10) working days.
- c) If the senior staff member denies in part or full the allegation/s, or fails to submit a written response to any allegations, the Vice Chancellor will:
 - i) arrange for the matter to be investigated; or
 - ii) counsel and/or censure the senior staff member for unsatisfactory behaviour and
 - iii) take no other action; or
 - iv) take no further action.
- d) If the senior staff member admits in full the allegation/s, and the Vice Chancellor is of the view that the conduct amounts to misconduct, then the Vice Chancellor may take disciplinary action, subject to following the procedure described in section 30.4 e).
- e) Before deciding to take disciplinary action, the Vice Chancellor will:
 - i) invite the senior staff member to advise within five (5) working days, in writing, any matters that they may wish the Vice Chancellor to take into account at the time a decision as to disciplinary action is considered;
 - ii) have regard to any such matters brought to attention by the senior staff member when deciding whether any disciplinary action should be taken; and
 - iii) advise the senior staff member of that decision and of the operative date of any disciplinary action to be taken.
- f) Where the Vice-Chancellor is of the view that there has been no misconduct and decides to take no further action under section 30.4 c), the Vice-Chancellor will immediately advise the senior staff member in writing.
- g) The decision of the Vice Chancellor regarding disciplinary action under this clause will be final.

Investigation of Misconduct

30.5 Where a matter is referred for investigation in accordance with section 30.4 c) i), an investigator will be appointed by the Vice Chancellor within twenty (20) working days.

- 30.6 The investigator will investigate the facts relating to the alleged misconduct, including whether any mitigating circumstances are evident.
- 30.7 The investigator will:
- a) meet with the Vice-Chancellor and senior staff member and if the senior staff member so chooses, be represented by a representative as defined in this Policy;
 - b) interview any person the investigator thinks fit to establish the merits or facts of the particular case;
 - c) take into account other material the investigator believes appropriate to the case; and
 - d) conduct the investigation normally within one month of the appointment of the investigator unless otherwise determined by the Vice Chancellor.
- 30.8 Within ten (10) working days (or longer period as determined by the Vice-Chancellor) of completing the process under section 30.7, the investigator will provide a report to the Vice Chancellor and the senior staff member.
- 30.9 On receipt of the report from the investigator, and having considered its findings on the facts related to the alleged misconduct, including any findings as to whether any mitigating circumstances are evident, the Vice Chancellor may take disciplinary action.
- 30.10 If, having considered the investigator's findings on the facts, the Vice Chancellor is of the view that there has been no misconduct the Vice Chancellor will immediately advise the senior staff member in writing.

Suspension

- 30.11 The Vice Chancellor may suspend a senior staff member with pay or without pay if the Vice Chancellor is of the view that the alleged conduct amounts to misconduct of such a nature that it would be unreasonable to continue the senior staff member's attendance at work pending further investigation.
- 30.12 During any period of suspension the senior staff member may be excluded from the University, however, they will be permitted reasonable access to the University for the preparation of their case and to collect personal property.
- 30.13 Where a senior staff member has been suspended without pay pending the decision of the Vice Chancellor, then any pay withheld will be reimbursed if it is determined that there was no misconduct.
- 30.14 A decision taken by the Vice Chancellor's discretion not to dismiss or impose another penalty will not be construed as an admission that there was no conduct justifying suspension without pay.

Notice Periods

- 30.15 Where, in accordance with section 30.4 d) or 30.4 e), the Vice Chancellor has confirmed a decision to terminate the employment of a senior staff member, notice or payment in lieu will be as provided in section 30.16 and 30.17.
- 30.16 The senior staff member will receive the following minimum period of notice:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks

Period of continuous service	Period of notice
Over 5 years of completed service	4 weeks

30.17 The minimum period of notice in section 30.16 will increase by one week if the senior staff member is over 45 years old and has completed at least two (2) years of continuous service with the University.

30.18 In instances of termination as a result of misconduct involving suspension without pay, there will be no requirement for the notice prescribed in this section.

31. MEDICAL EXAMINATION AND ILL HEALTH

31.1 The Vice Chancellor may require senior staff members to undergo a medical examination to determine their fitness to carry out their duties. Such examination will be made by a qualified medical practitioner at the cost of the University. Nothing in this clause will preclude a senior staff member's right to provide a second medical opinion.

31.2 If the medical examination reveals the senior staff member is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than six (6) months, the Vice Chancellor may, subject to this section, terminate the employment of the senior staff member in accordance with the notice required by the senior staff member's contract of employment, or where no notice is specified a period of six (6) months. Prior to taking action to terminate the employment of a senior staff member, the Vice Chancellor may offer the senior staff member the opportunity to submit a resignation and, if such a resignation is offered, will accept it forthwith and not proceed with action to terminate employment.

31.3 Where a senior staff member is terminated on the grounds of ill health, all accrued personal leave (at the date of termination) will be paid in full.

Associated Documentation

Policy

[Staff Appeals Policy](#)

[Sexual Harm Policy](#)

[Privacy Policy](#)

[Performance Management Policy](#)

Procedures

[Discrimination and Harassment Grievance Procedures \(Staff\)](#)

[Long Service Leave Procedure](#)

[Personal, Family Responsibility, Carers and Compassionate Leave Procedure](#)

[Parental Leave Procedure](#)

[Special Leave Procedure](#)

Guidelines

[Workplace Confidentiality Guidelines](#)

Senior Staff Remuneration Guidelines

Performance Pay for Senior Managers Scheme Guidelines

[Salary Sacrifice Guidelines and Conditions](#)

[Academic Reorientation Program Leave Guidelines](#)

Other

[Performance Development and Management framework](#)

Officer Responsible for Update and Review: Chief People and Culture Officer

Approved By: Vice Chancellor

Commencement Date: 7 December 2023

Review Date: December 2028

History: This Policy replaces the *University of South Australia Senior Staff Collective Agreement 2006* which ceased operation from 7 December 2023 in accordance with the [Fair Work Legislation Amendment \(Secure Jobs Better Pay\) Act 2022](#)