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1. **ABOUT THIS AGREEMENT**

*What's in this Section?*

This section contains some of the technical requirements prescribed by the *Fair Work Act 2009* and detail to provide clarity around how the Agreement will operate.

1.1 **TITLE AND OPERATION OF THE AGREEMENT**

This Agreement is made under section 172 of the *Fair Work Act 2009* and will be known as the University of Adelaide Enterprise Agreement 2010-2013 (Agreement). It will take effect from the date of approval by Fair Work Australia and will remain in force until 31 March 2013. A list of definitions and glossary of terms is included in Schedule 1.

1.2 **APPLICATION OF AGREEMENT**

This Agreement will be binding in its terms upon the following persons and organisations ("the parties"):  
   
i. The University of Adelaide;   
   ii. Staff Members of the University, with the exception of the Vice-Chancellor;   
   iii. The National Tertiary Education Industry Union (NTEU);   
   iv. The Australian Services Union (SA and NT Branch) (ASU);   
   v. The Community and Public Sector Union SPSF Group (SA Branch) (CPSU).

1.3 **STATUS OF THE AGREEMENT**

This Agreement applies to the exclusion of all other agreements or industrial awards which may otherwise apply.

1.4 **FLEXIBILITY ARRANGEMENT**

This clause constitutes the flexibility term referred to in section 202 of the *Fair Work Act 2009*.

A staff member and the University may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

   a) the arrangement deals with structuring a pattern of working hours (within the span of hours in this Agreement) to enable professional staff members to work on a full-time or fractional seasonal basis for a portion of a year receiving salary payments averaged across the whole year. Provided that the staff member will be eligible for overtime in the same manner as other staff in respect of any hours worked outside the agreed ordinary hours specified in the arrangement;   
   b) the arrangement meets the genuine needs of the University and the staff member in relation to the matter mentioned in paragraph (a); and   
   c) the arrangement is genuinely agreed to by the University and staff member.

1.4.1 The University must ensure that the terms of the individual flexibility arrangement:

   (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and   
   (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and   
   (c) result in you being better off overall than you would be if no arrangement was made.

1.4.2 The University must ensure that the individual flexibility arrangement:

   (a) is not a precondition of your employment, reclassification or promotion; and
(b) is in writing; and
(c) includes your name and the name of the University; and
(d) is signed by you and the University and if you are under 18 years of age, signed by your parent or guardian; and
(e) 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. states the day on which the arrangement commences.

1.4.3 The University must give you a copy of the individual flexibility arrangement within 14 days after it is agreed.

1.4.4 You or the University may terminate the individual flexibility arrangement:
   (a) by giving 28 days written notice to the other party to the arrangement; or
   (b) if you and the University agree in writing at any time.

1.5 AUSTRALIAN WORKPLACE AGREEMENTS (AWAs)

The University shall notify each employee who would but for an AWA be covered by the Agreement with an offer to terminate the AWA within one month of the approval of this Agreement.
2. WELCOME TO ADELAIDE

What's in this Section?

This section contains information about:
- Your contract of employment;
- Your first six months; and
- Your rights and obligations.

2.1 YOUR CONTRACT OF EMPLOYMENT

Upon engagement, you will be provided with a letter of appointment, which describes whether your employment is continuing, continuing research appointment, fixed term or casual. You will also be provided with details about your:

- classification level;
- salary on commencement;
- hours or the fraction of full-time hours to be worked;
- the period of probation that applies;
- your duties; and
- reporting arrangements.

If you are a fixed-term staff member the letter will set out the term of the contract and which fixed-term contract type of employment applies to your employment.

Definitions

2.1.1 Continuing employment

Continuing employment is employment without a definable end date. Continuing employment may be full-time or part-time.

2.1.2 Part-time employment

Part-time employment means employment for less than the normal weekly full-time hours specified for a staff member, for which all Agreement entitlements are paid on a pro-rata basis.

2.1.3 Fixed-term employment

Fixed-term employment is employment for a specified term or ascertainable period, for which the contract of employment specifies 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 the employment will expire. A fixed-term contract is not terminable by the University, other than:

- during a probationary period; or
- for unsatisfactory performance; or
- for serious misconduct.

As a fixed term staff member you will have the same entitlements as would apply to a continuing staff member in an equivalent fraction.
2.1.4 Continuing Research Appointments

A Continuing Research Appointment is employment pursuant to clause 2.1.7. of this Agreement.

2.1.5 Casual Employment

A casual staff member is employed on an hourly basis and is paid a loading in addition to the hourly rate appropriate to the classification level of the work undertaken.

2.1.6 Senior Staff Contracts

If you are classified at a level below that of a Senior Manager as defined, clause 2.1.6 will not apply to you.

If you are employed in one of the positions listed in 2.1.6 (a) you may by mutual agreement enter into a senior staff contract with the University.

a) Senior Staff contracts may only apply to the following positions:

   Tier One – Vice-Chancellors’s direct reports (e.g. Deputy Vice-Chancellors and Vice-President).
   Tier Two – Tier One Direct Reports (e.g. Executive Deans and Directors).
   Tier Three – Tier Two Direct Reports (Heads of School, Branch Heads or equivalent, or Senior Managers as defined).

b) The terms of this Agreement (other than this clause) will not apply to the employment of the staff members employed in the positions listed above, except in relation to annual leave, long service leave, personal leave, community service leave, public holidays, parental leave, academic freedom, partner leave and salary packaging.

If you hold a continuing academic position with the University and you are offered and accept a senior staff contract in accordance with this clause, you will not be required to relinquish your underlying position.

2.1.7 Continuing Research Appointments

What do we mean?

"External research funded" means research funding provided from external sources which is limited. It does not include funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

"Equivalent position" means a position at the same classification level, performing the same type of work that is externally research funded.

"Continuing Research Appointment" is where a staff member is appointed to a continuing contract of employment in accordance with this clause.

a) Eligibility

If you are engaged in externally funded research, you may apply for, or be offered, a Continuing Research Appointment where you:

i. are 0.5 FTE or more;

ii. are an academic staff member who has been employed by the University for a period of 4 years or more, and you are to be appointed to your second or subsequent consecutive contract; and
iii. were employed through a competitive and open selection process, or have completed 10 years of service.

The University may, in its absolute discretion, offer a Continuing Research Appointment whether or not all of the above criteria are satisfied.

b) Applications

Applications must be made in writing to the University and the University will advise you in writing of the outcome within 30 days of receiving the application. An application to be employed on a Continuing Research Appointment must include the following information:

i. History of your employment with the University;

ii. Detail about the research grants you have worked on and your role;

iii. A report from your supervisor about your performance.

The University may refuse an application on reasonable grounds. Reasonable grounds include:

i. the criteria in clause 2.1.7 (a) are not satisfied;
ii. where it is unlikely that there will be sufficient revenue or funding available to provide continuing support for your employment beyond a further three (3) year period;
iii. your performance has not been assessed as being at least satisfactory;
iv. you are performing work which is predominantly related to discontinued, or discontinuing programs or a disciplinary area that is not being actively pursued by the University; or
v. you are a student, and your status as a student is the primary reason for your appointment.

c) Measures to Avoid Termination of a Continuing Research Appointment

Where the funding that supports your Continuing Research Appointment ceases:

i. the University may transfer you to another equivalent position;

ii. at the discretion of the relevant senior manager, you may be employed using other available funding, where:
   • the use of such funding is for a limited period; and
   • there is a reasonable expectation that alternative research funding or a continuing appointment will become available.

iii. if, during the notice period specified in clause 2.1.7 (f), the funding for the position is renewed, the notice period ceases to apply and employment continues;

iv. if an application for renewal of the funding for the position is still pending, then by mutual agreement the period of employment may continue for any period of:
   • paid annual leave and/or long service leave; and thereafter
   • unpaid leave, provided that unpaid leave shall not be available under this clause to bring the aggregate period of leave above eight (8) weeks; or

v. if your employment ceases, payment of severance and/or payment in lieu of notice may be delayed for up to eight (8) weeks to facilitate continuation of service and if the funding for the position is renewed, your employment shall recommence, there shall be no entitlement to severance pay or payment in lieu of notice and the period from cessation of employment to recommencement of employment shall not break continuity of service, but shall not count as service.

d) Termination of a Continuing Research Appointment

A Continuing Research Appointment may be terminated when:

i. the external research funding that supports the position ceases or is insufficient; or

ii. the inherent nature of the work required has changed significantly and your skills and experience will not enable you to complete the requirements of the position; or

iii. termination is within the probation, unsatisfactory performance or disciplinary provisions of this Agreement.
If your employment is terminated under (i) and/or (ii) above and you would otherwise seek to continue your employment with the University and you are eligible, you will be provided notice and severance payments under clause 2.1.7 (f).

e) Conditions

If you are engaged on a Continuing Research Appointment you will receive the same entitlements as other continuing staff, including superannuation.

The following provisions do not apply to staff on Continuing Research Appointments:

i. if the external research funds do not continue, the University is not required to follow the consultation requirements in the Major Organisational Change clause in this Agreement;
ii. clause 6.7, Voluntary/Involuntary Redundancy;
iii. provisions applicable to staff employed on fixed term employment as specified elsewhere in this Agreement.

f) Notice Periods and Severance

Where your appointment is terminated in accordance with clause 2.1.7 (d) (i) and (ii) you will be provided with a minimum of four (4) weeks’ notice of termination, or five (5) weeks if you are over 45 years of age, which the University may pay out in lieu of notice.

Severance Payment

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Weeks’ Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 1 year and up to the completion of 2 years</td>
<td>4</td>
</tr>
<tr>
<td>More than 2 years and up to the completion of 3 years</td>
<td>6</td>
</tr>
<tr>
<td>More than 3 years and up to the completion of 4 years</td>
<td>7</td>
</tr>
<tr>
<td>More than 4 years and up to the completion of 5 years</td>
<td>8</td>
</tr>
<tr>
<td>More than 5 years and up to the completion of 6 years</td>
<td>10</td>
</tr>
<tr>
<td>More than 6 years and up to the completion of 7 years</td>
<td>11</td>
</tr>
<tr>
<td>More than 7 years and up to the completion of 8 years</td>
<td>13</td>
</tr>
<tr>
<td>More than 8 years and up to the completion of 9 years</td>
<td>14</td>
</tr>
<tr>
<td>More than 9 years and up to the completion of 10 years</td>
<td>16</td>
</tr>
<tr>
<td>More than 10 years and up to the completion of 15 years</td>
<td>17</td>
</tr>
<tr>
<td>More than 15 years</td>
<td>18</td>
</tr>
</tbody>
</table>

For the purposes of this clause, ‘weeks’ pay’ means the ordinary time rate of pay.

Severance pay will not apply if you:

i. are employed under a senior management contract or an employment scheme;
ii. resigned or declined an offer of further employment;
iii. have obtained further employment within the University without the loss of accrued entitlements; or
iv. been assisted by the University in securing the same or similar employment with another employer, with a transfer of all accrued entitlements.
2.2 PROBATION, TENURE AND CONFIRMATION

This clause applies to staff employed on a fixed-term contract of greater than six (6) months and staff appointed to a continuing position.

PROFESSIONAL STAFF PROBATION

2.2.1 Period of Probation

a) Professional Staff appointed to a position for more than six (6) calendar months will serve a probation period of up to six (6) calendar months.

b) By agreement your probation period may be extended by up to a further six (6) months.

c) If you have served a probation period with the University in the same or a similar position you will not be required to serve a further period of probation if there has been continuous service.

d) Any second or subsequent fixed-term contract with the University will not contain a probation period where the contract is for work that is the same.

e) If during the probation period you are absent from duties for a period in excess of 20 consecutive working days, your probation period may be extended, by agreement, for the period of absence.

2.2.2 Performance Review during Probation

a) During the probation period there will be three (3) specific probation meetings that will:

   i. clarify duties;
   ii. set goals;
   iii. determine measures for performance and how these will be assessed; and
   iv. monitor completion of the University’s induction program.

b) The above will make reference to position classification standards, position descriptions and the selection criteria for the position.

2.2.3 Timing of Probation Meetings

<table>
<thead>
<tr>
<th>1st Probation meeting</th>
<th>As soon as possible after commencement.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd Probation meeting</td>
<td>Monitor and discuss performance.</td>
</tr>
<tr>
<td>Final Probation Meeting</td>
<td>Normally, no later than four (4) weeks prior to the end of the probation period.</td>
</tr>
</tbody>
</table>

a) During your probation period, your supervisor will inform you of any deficiencies in your performance or conduct and the improvements necessary to meet the required standard.

b) If your supervisor is of the view that there is a problem(s) with your performance, as soon as practicable you will receive written advice of the nature of the problem(s) and the specific improvements required.

c) Your performance will be monitored in accordance with the University’s Planning, Development and Review (PDR) process referred to in clause 5.2.
2.2.4 Confirmation of Employment

a) Your employment will be confirmed if your supervisor recommends that you fulfil the position requirements; or
b) If you have been appointed to a continuing position and by close of business on the last day of your probation period you have not received notice as to the status of your probation, your employment will automatically be confirmed.

2.2.5 Termination of Employment during Probation

a) Your employment may be terminated if you are unsuited to the position, either by reason of performance or conduct, or if the claims which you made in the selection process were found to be untrue or not substantiated by your performance in the position.
b) If your supervisor seeks to recommend termination of your employment, you will be sent the supervisor’s recommendation, including details of the reason(s) and supporting documentation from the probation meeting sessions that have occurred to date. You will have 10 working days from the date of receipt of the recommendation in which to make written comment to the Vice-Chancellor before a final decision is made.
c) If the Vice-Chancellor’s decision is to terminate your employment, you will have 10 working days written notice that your employment will be terminated. You will receive payment in lieu of notice for part or all of the notice period.
d) The University may terminate your employment without notice if you have been found to have engaged in conduct of a kind such as it would be unreasonable to require the University to continue your employment during a period of notice.

PROBATION, TENURE AND CONFIRMATION – ACADEMIC STAFF

2.2.6 Period of Probation

Academic Staff (other than casuals) may be required to serve a period of probation. The period of probation will be no longer than:

<table>
<thead>
<tr>
<th>Duration of contract of employment</th>
<th>Maximum probation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed-term contract of more than six months</td>
<td>Six months</td>
</tr>
<tr>
<td>Continuing</td>
<td>Up to three years</td>
</tr>
</tbody>
</table>

The Deputy Vice-Chancellor (or delegate) may determine that no period or a reduced period of probation is required. This would normally be as a result of a recommendation from the relevant Executive Dean.

Performance Review during Probation

You will participate in at least two performance reviews during your probationary period. One review will be around midway and the second, six (6) months before the completion of your probation. Such reviews will be based on the relevant classification standards and your performance during the probationary period, in the following categories where relevant.

(a) Teaching (and related duties) – including evaluation by students and evidence of teaching expertise;
(b) Research, scholarship and/or creative activity;
(c) Administration and service to the University; and
(d) Professional activity including service to the community.

If you are an Academic at level A, B, or C you must address (a) and (b) and either (c) or (d). Levels D and E must address all categories.
2.2.7 Confirmation of Continuing Employment for Academic Staff (Tenure)

If you have been appointed to a continuing academic position, confirmation of your employment will occur if your supervisor recommends to the Executive Dean that you fulfil the position requirements.

Prior to a recommendation, your supervisor will consult with relevant academic peers who have worked with you during your probation period to seek written and/or oral comments about your performance.

a) Where you fulfil the position requirements the Executive Dean will either:
   i. If you are an academic at Levels A – D, confirm that you be appointed on a continuing basis; or
   ii. If you are an academic at Level E, make a recommendation to the Vice-Chancellor that your appointment be confirmed on a continuing basis.

b) If you are promoted during a period of probation in a continuing appointment you will have your probation confirmed from the date of effect of the promotion.

2.2.8 Continuing Employment Not Confirmed

a) Where your supervisor recommends to the Executive Dean that your continuing employment not be confirmed, and the Executive Dean supports that recommendation, the Executive Dean will make one of the following recommendations to the Deputy Vice-Chancellor (with all relevant supporting documentation):
   i. that the probation period be extended once, by one (1) to two (2) years; or
   ii. that your employment with the University be terminated with notice or payment in lieu for part or all of the notice period.

b) The Deputy Vice-Chancellor will consider the recommendation forwarded by the Executive Dean. The Deputy Vice-Chancellor may seek disciplinary expertise in your area, and may use a committee to provide advice and comparison on performance. Such a committee will not have a decision-making authority in this process.

c) Where an extension to probation is proposed, the Deputy Vice-Chancellor will advise you in writing of:
   i. the reasons for the extension; and
   ii. the period of the extension; and
   iii. when the extension will take effect, including your right of appeal.

d) If no appeal is made within 10 working days from the date of receipt of the written advice the extension will take effect as advised.

2.2.9 Termination of Employment during Probation

a) Subject to clause 2.2.8, where it is recommended that your employment be terminated, the Deputy Vice-Chancellor will advise you in writing of:
   i. the proposed recommendation, including reasons that will be made to the Vice-Chancellor; and
   ii. your right of appeal.

b) If you do not lodge an appeal within 10 working days from date of receipt of the proposed recommendation, the Vice-Chancellor will inform you in writing that your employment will be terminated. You will be provided with notice as specified in your contract of employment or as set out in clause 6.2 (whichever is the greater).

c) The University may substitute payment in lieu of all or any part of any period of notice of termination.
Your employment may be terminated if you are unsuited to the position, either by reason of performance or conduct, or if the claims which you made in the selection process are found to be untrue or not substantiated by your performance in the position.

The University may terminate your employment without notice if you have been found to have engaged in conduct of a kind such as it would be unreasonable to require the University to continue your employment during a period of notice.

**2.2.10 Appeal**

You may, within 10 working days of receiving the advice in 2.2.8 (c) or 2.2.9 (a), seek a review by a Review and Appeals Committee in accordance with clause 8.3. You must submit a written request outlining the reasons for the appeal and any relevant supporting documentation to the Deputy Vice-Chancellor.

**2.3 YOUR RIGHTS AND OBLIGATIONS**

**2.3.1 Academic Freedom**

The University is committed to the preservation and protection of the scholarly values of Academic Freedom. Academic Freedom means the freedom of academic staff to engage in critical enquiry, intellectual discourse and public controversy without fear or favour but does not include the right to harass, intimidate or vilify or to maliciously damage the reputation of the University.

**2.3.2 Staff Rights**

The University acknowledges that all staff, without fear of discrimination, are entitled to express freely their opinion about the institution or system in which they work, provided that such free expression does not include the right to harass, intimidate or vilify or to maliciously damage the reputation of the University.

This includes freedom from institutional censorship and freedom to participate in professional or representative bodies or associations.

**2.3.3 Moral Rights**

The University recognises, in relation to your employment with the University, your moral rights to be identified as the author of a work, the right against false attribution and the right to object to derogatory treatment of a work.

**2.3.4 Academic Staff Supervision**

- Each academic staff member will be advised in writing of the position of the nominated supervisor.
- The supervisor will normally be the Head of School in which the academic is employed. While remaining accountable, a Head of School may delegate some supervisory functions to a Discipline/Unit Head.
- Wherever possible supervisors will be competent in the broad areas of expertise of the academics for whom they are responsible.
- The supervisor will receive appropriate training in academic staff assessment techniques.
- Academic staff may request the nomination of an alternative supervisor.

**2.3.5 Hours of Duty – Professional Staff**

- The ordinary hours of duty of full-time staff members will be 36.75 hours per week. The ordinary span of hours unless specified in this Agreement will not be more than eight hours per day.
Monday to Friday, between the hours of 8.00am to 6.00pm.

b) A different span of hours for discrete groups may be implemented following consultation with affected staff or, if they request, their representatives, through a local area work agreement.

c) A different span of hours will operate for the following occupational groups as specified:

<table>
<thead>
<tr>
<th>Occupational Group</th>
<th>Hours of Duty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library Lending Services, Reference and Research Staff</td>
<td>8am to 10pm Monday to Friday according to roster but not exceeding 8 hours in any 1 day.</td>
</tr>
<tr>
<td>Security Officers</td>
<td>Typically 35 shifts over 11 weeks with a maximum working day of 12.25 hours, resulting in a weekly average of 36.75 hours over this period.</td>
</tr>
</tbody>
</table>

2.3.6 Working Offshore

This clause overrides clauses 2.3.5 Hours of Duty and clause 3.6 Overtime in this Agreement, and only applies to professional staff.

Wherever practicable, there will be consistent treatment of professional staff across the University which also allows flexibility to suit the operational needs of the work area and specific circumstances.

Hours of Work

(a) For each day travelling or working offshore, you will be considered to have worked no more than 7 hours and 21 minutes in any one day.

(b) Work offshore or associated travel that falls on a Saturday, Sunday or Public Holiday, will be recovered as time off in lieu at the ordinary time rate unless otherwise agreed.

(c) Travel, work and rest/recovery will be agreed and recorded in advance with your supervisor prior to departure.

(d) While working offshore, you are expected to take one rest day for every five (5) consecutive days work (excluding travel days). You must take your one (1) rest day immediately subsequent to working offshore, or you may take your one (1) rest day at another time by agreement with your supervisor.

Reimbursement of Expenses

a) The University will meet reasonable, relevant expenses incurred by you while travelling offshore on behalf of the University.

b) You must retain evidence of expenses and ensure funds are acquitted within the stipulated time frames and approved budget limits.

2.3.7 Meal Break

You will be entitled to an unpaid meal break after five (5) hours continuous work, which will be of a minimum of 30 minutes. It will be no more than 60 minutes unless agreed with your supervisor.
3. YOUR SALARY AND BENEFITS

What’s in this Section?
This section contains information about:
- Salary increases paid under this Agreement;
- Incremental progression;
- Superannuation;
- Salary Packaging;
- Payroll Deductions;
- Overtime for Professional Staff;
- Higher Duties Allowance;
- Shift Allowances and Rostering;
- On-Call and Stand-By Allowances;
- Course and Program Co-ordination;
- Casual Employment;
- Recovery of Overpayments;
- Journey Accident Insurance; and
- Salary loadings for Clinical Responsibilities.

3.1 SALARY

All staff will be paid and classified in accordance with the relevant provisions of this Agreement.

3.1.1 This Agreement includes a salary increase of:

a) 4.5% to be paid on 20 June 2009;
b) 3% to be paid on 3 July 2010;
c) 3% to be paid on the first full-pay period on or after 30 June 2011;
d) 3% to be paid on the first full-pay period on or after 30 June 2012; and
e) 4.5% to be paid on the first full-pay period on or after 31 December 2012.

3.1.2 The salaries including the increases are attached as schedules to this Agreement.

3.1.3 Salaries will be paid fortnightly.

3.2 INCREMENTAL PROGRESSION

3.2.1 This clause applies to all staff other than casuals.

3.2.2 If you are in receipt of a salary which is less than the maximum incremental rate for your classification, you will be entitled to progress to the next incremental rate on the salary scale for your classification until you reach the maximum incremental rate for that classification after satisfactory completion of each successive year of continuous service.

3.3 SUPERANNUATION

3.3.1 The University will:

a) maintain superannuation contributions and arrangements in place as at the date this Agreement is approved by Fair Work Australia.
b) pay all casual staff a minimum 9% employer superannuation contribution.
3.3.2 UniSuper will continue to be the sole fund for employer contributions for all current and new staff except as provided for under the terms of its Trust Deed or the Deed of Covenant with the University or as provided for in 3.3.3.

3.3.3 If you are an existing member of a state superannuation scheme or the University of Adelaide Superannuation Scheme A 1985 the University will make employer superannuation contributions in accordance with the relevant scheme as varied from time to time.

3.3.4 You will be required to make such employee contributions as may be required by the scheme to which your contributions are allocated in accordance with clause 3.3.2 and 3.3.3 of this Agreement.

3.4 SALARY PACKAGING

This clause applies to all staff members other than those with a fixed-term contract of less than 12 months and casuals.

3.4.1 You may choose to sacrifice part of your salary from a list of items and conditions in the University’s Salary Packaging Guidelines and Conditions.

3.4.2 Where you elect to salary package in accordance with the above, you will enter into a salary packaging agreement (SPA). A SPA is the formal administrative instrument between you and the University that enables salary packaging arrangements to be put in place.

3.4.3 Subject to any conditions in the University’s Salary Packaging Guidelines and Conditions, the salary payable to you will be the salary payable under the SSA, despite any other provision in, or Schedule of, this Agreement.

3.4.4 Regardless of a reduction in salary in accordance with this clause, all entitlements under this Agreement based on your salary (including superannuation entitlements) shall be calculated on the salary to which you are entitled under the relevant Schedule of this Agreement.

3.5 PAYROLL DEDUCTIONS

a) If you are employed as a continuing, research continuing or fixed term member of staff, you may elect to pay your membership fees for any unions covered by this Agreement by a payroll deduction from your salary. If you elect to do so, the salary payable under this Agreement will be reduced by the amount of such union fees and the University is authorised by you to deduct such an amount from your salary under this clause.

b) You must provide the University with written authorisation to deduct the fees from your salary.

c) The University may charge a fee for processing the deduction and this fee will be paid by the relevant union.

3.6 OVERTIME FOR PROFESSIONAL STAFF

3.6.1 You may be required by your supervisor to work reasonable overtime.

3.6.2 Unless you are required to work a rostered shift as per clause 3.8, you may be paid overtime if:

a) You have prior approval from your supervisor to work the hours; and

b) The hours worked are in excess of the number of hours or outside the span of hours specified in clause 2.3.5.

3.6.3 Where it is not possible to obtain approval from your supervisor prior to the overtime being worked and it has subsequently been agreed that the work was necessary, it will be deemed that you were authorised to work the overtime.
3.6.4 You must be authorised to work in excess of 73.5 hours per fortnight or more than eight (8) hours in any one day before being entitled to any payment for overtime.

3.6.5 Where possible, at least 24 hours notice will be given of any requirement to work overtime.

3.6.6 If you are classified or acting at the level of HEO 8 or above, you are not entitled to payment for overtime. Any payment will be at the University’s discretion.

3.6.7 Overtime will be compensated on the following basis:

   a) Time and a half for the first three (3) hours worked and double time thereafter. For the purpose of this clause each day will stand-alone.
   b) Double time for time worked on Saturday afternoon and on Sundays.
   c) Double time and a half for time worked on public holidays.

3.6.8 Overtime worked for a period which does not follow on from or precede the ordinary hours of duty will be compensated for a minimum of four (4) hours except where an on call or standby allowance is received in which case the minimum payment will be three (3) hours.

3.6.9 If you and your supervisor agree, you may take time off in lieu of the payment of overtime. Such time off will be calculated at the appropriate rate and be taken at a mutually agreed time.

3.6.10 Meal allowance will be paid in accordance with the rate prescribed by the Australian Taxation Office as varied from time to time:

   a) after completion of the ordinary hours of work (8.00am - 6.00pm) where work continues beyond 7.00pm; or
   b) on a Saturday, Sunday or public holiday where overtime extends beyond a meal break providing a minimum of five (5) hours is worked; or
   c) when a rostered shift continues for two (2) hours or more after the prescribed time for ceasing ordinary hours of duty.

3.7 HIGHER DUTIES ALLOWANCE

This clause does not apply to casual staff and academic staff members.

3.7.1 If you are required to perform the whole of the duties of a position at a higher classification level, you will be entitled to payment of a higher duties allowance.

3.7.2 If performing some but not all of the duties of a higher classified position, the allowance payable will be calculated in accordance with the proportion of duties performed in the higher classified position.

3.7.3 The rate of the allowance will be the difference between your substantive salary and the salary applicable to the higher classification. Where the difference is less than 1.5% of your substantive salary, the higher duties allowance will be paid at the next appropriate increment.

3.7.4 Upon completion of each year of performing some or all of the duties of a higher classified position, you will be entitled, subject to clause 3.2, to progress to the next increment of the salary range applicable to the position in which you are acting.

3.7.5 If you are in receipt of a higher duties allowance, that allowance will be included as salary for the purpose of calculating overtime, leave and any shift allowance.
3.8 **SHIFT ALLOWANCES AND ROSTERING**

3.8.1 These allowances do not apply to casual staff members, or security staff on annualised salaries where the salary has been set with regard to shift work.

3.8.2 You may be required to perform your normal hours of work on the basis of rostered shifts. You will be consulted on a change to normal hours of work prior to implementation and that will take into account your needs.

3.8.3 Where shift work occurs, the following allowances apply to the normal rate of pay:

<table>
<thead>
<tr>
<th>Shift Type</th>
<th>Time Period</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morning shift</td>
<td>Commencing at or after 4am but before 8am, Monday to Friday</td>
<td>An additional 15% for all time worked.</td>
</tr>
<tr>
<td>Evening shift</td>
<td>Commencing at or after 12 noon but before 10.00pm, Monday to Friday</td>
<td>An additional 15% for all time worked.</td>
</tr>
<tr>
<td>Night shift</td>
<td>Commencing at or after 10 pm but before 4am, Monday to Friday</td>
<td>An additional 30% for all time worked.</td>
</tr>
<tr>
<td>Saturday shift</td>
<td>For shift work on a Saturday</td>
<td>An additional 50% for all time worked.</td>
</tr>
<tr>
<td>Sunday shift</td>
<td>For shift work on a Sunday</td>
<td>An additional 100% for all time worked.</td>
</tr>
<tr>
<td>Public Holiday</td>
<td></td>
<td>An additional 150% for all time worked.</td>
</tr>
</tbody>
</table>

3.8.4 The shift allowances above are not cumulative. Where more than one allowance may be applicable you will be paid the highest of the applicable rates.

3.8.5 If you rely on public transport and it is not available when recalled to duty, you will be recompensed the costs exceeding costs normally incurred.

3.8.6 Rosters will be:

a) rostered in an equitable manner;
b) published or displayed for at least one (1) week prior to commencement unless beyond the University's control;
c) where possible, formulated to avoid conflict with class times if you are undertaking approved studies;
d) normally provided to you if you request or volunteer to work on rosters where shift allowances apply.

3.9 **ON CALL AND STANDBY ALLOWANCES**

3.9.1 On-Call Conditions

a) If you are rostered to be on-call you must be contactable but you are not restricted to your place of residence.
b) If you are rostered to be on-call you will remain fit for duty and be available at short notice for recall to work.
c) You will not normally be rostered on-call more frequently than a total of seven (7) days in every 14 days period. Any arrangements that would require you to be on-call more frequently than this must only be introduced with your agreement.
d) You, and if you choose, your representative, will be consulted on the frequency and duration of your on-call roster, having particular regard to occupational, health, safety and welfare considerations.
3.9.2 Call Out to Work

a) If you are classified at a level below HEO8, you will be paid for all time worked when called out to work, in accordance with clause 3.6 Overtime for Professional Staff (or time off in lieu by agreement).
b) Time worked when you are called out to work will include necessary travel to and from work.
c) If you are on-call and are called out to work you will receive a minimum payment of three (3) hours at overtime rates.
d) If you are on-call and travel to work as a result of being called out you will:

i. Reimbursed by the University for your journey to and from the workplace using the shortest, most practicable route (together with any parking fees) in accordance with the rate per business kilometre as determined by the Australian Tax Office from time to time, provided that you will not be required to use a private vehicle for work purposes; or

ii. Permitted to use a taxi at the University’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.

e) If you are called out to work you are not required to remain at work for the minimum period (i.e. three (3) hours) if the matter necessitating the call out is resolved earlier. However, any subsequent call out within the initial minimum period will not attract a further minimum period payment. Overtime payment in such circumstances will be based on the minimum period plus any further time accrued during the call out.

3.9.3 On-Call Allowance

a) If you are classified HEO8 or higher (and you are not a casual) you are considered to be available for call out with no extra remuneration other than in exceptional circumstances.
b) If you are classified below HEO8 the on-call allowance is based on a percentage of the minimum hourly rate for a HEO4 as follows:

<table>
<thead>
<tr>
<th>Days</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday to Friday</td>
<td>7.5% of hourly rate for each hour</td>
</tr>
<tr>
<td>Saturday – Sunday</td>
<td>10% of hourly rate for each hour</td>
</tr>
<tr>
<td>Public Holidays</td>
<td>15% of hourly rate for each hour</td>
</tr>
</tbody>
</table>

c) This allowance includes use of a phone to give advice or to contact staff to work.

3.10 COURSE AND PROGRAM CO-ORDINATION

3.10.1 Full-Course Co-ordination, Most Complex Level of Course Co-ordination and Program Co-ordination will be designated in writing by the Head of School.

<table>
<thead>
<tr>
<th>Full Course Co-ordination by Level A Academic staff</th>
<th>A course, as set out in the University calendar, is made up of classes, lectures, practicals, tutorials or seminars. Full responsibility for planning and course co-ordination and ensuring its appropriate assessment. This may include arranging the use of physical facilities, resources and inputs from other staff and will normally be limited to one (1) course per semester. It does not necessarily require involvement in the initial development of the course. Payment will be no lower than the 6th increment of the Level A salary scale.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Most Complex Level of Course Co-ordination by Level A Academic staff</td>
<td>Full responsibility for course co-ordination together with more than 1/3 of the lecturing in the course, or full responsibility for courses, which are part of large 1st year feeder courses. Payment will be an allowance, which will be the difference between the staff member’s salary and the 1st increment of the Level B salary scale.</td>
</tr>
</tbody>
</table>
A program, as per the University calendar, is a specific set of courses presented as programs leading to an Award. This may be interpreted to include a major discipline strand or sequence within a designated Award. Full responsibility for the planning and co-ordination of the program and for ensuring its appropriate assessment. It involves the more complex curriculum and program matters and includes overall responsibility for program content and curriculum, managing student matters, co-ordination of staff and arranging the use of facilities and resources. Payment will be an allowance, which will be the difference between their salary and the 1st level of the Level C salary scale. Such duties will not normally be required on a continuing basis i.e. greater than a 1 year period.

3.11 CASUAL EMPLOYMENT

General Conditions

a) If you are employed on an hourly basis you will be paid a loading of 25% in addition to the hourly remuneration rate appropriate to the classification of the work undertaken.
b) You or the University may terminate your casual employment by providing at least one hour’s notice. It is expected, however that an attempt will be made to provide reasonable notice.
c) You will be eligible for Long Service Leave and unpaid Maternity/Adoption/Carer’s leave in accordance with the provisions of this Agreement.
d) The minimum employer superannuation contribution for casual staff will be 9%.
e) Casual staff shall be eligible to apply for internally advertised University positions.
f) Subject to operational needs, the University will use its best endeavours to not increase casual academic employment over the life of this Agreement.
g) Upon the request of the NTEU, the University will advise the NTEU of the relevant figures for the previous year of DEEWR reports as they relate to casual academic employment at the University.

3.11.1 Casual Academic Staff

Casual Academic Contracts

a) You will be provided with a casual contract that is of sufficient duration to cover the whole period of activity required. There may be periods without duties (and accordingly no payment) within the total contract period.
b) You will not be required to undertake any duties outside the start and end date of your contract.
c) You will be contracted to deliver specific defined services, such as (but not limited to) a specific number of lectures, tutorials, studio classes, online teaching, marking, supervision of research students and clinical supervision.
d) You may be contracted to deliver services at various levels of complexity.
e) The services that you may be contracted to deliver will be described in hourly periods against the categories of work described in Schedule 3 – Casual Academic Staff Salaries.
f) You will not normally be responsible for the engagement or supervision of other staff or development of an on-line teaching and learning course or administration, except where necessary to support your teaching. In circumstances where such work takes place it shall be mutually agreed and separately remunerated in accordance with the provisions of Schedule 3 – Casual Academic Staff Salaries.
g) If you perform full course coordination you will be paid at the appropriate casual rate.

Resources for Casual Academic Staff

You will be provided with adequate resources to undertake the work you are employed to do, including reasonable access to phones, computers and work space.
3.11.2 Casual Professional staff

a) If you work outside the ordinary span of hours, you will be paid a penalty loading in addition to the casual loading as follows:

<table>
<thead>
<tr>
<th>Outside the 8am – 6pm ordinary span of hours from Monday to Friday inclusive</th>
<th>15%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday</td>
<td>25%</td>
</tr>
<tr>
<td>Sunday/Public Holidays</td>
<td>40%</td>
</tr>
</tbody>
</table>

b) Overtime is payable in respect of work as detailed in clause 3.6 (Overtime for Professional Staff) or if more than eight (8) hours are worked in any one day. If overtime is applicable the above penalty loadings will not apply.

c) You will not be employed for a single attendance of less than three (3) hours unless mutually agreed beforehand.

d) If you are a student of the University or employed elsewhere in the University and already present on campus you may be engaged for a minimum of one (1) hour, providing the total period of attendance in any one (1) day is not less than three (3) hours unless agreed as per clause 3.11.2 (c).

3.11.3 Casual Conversion – Professional Staff

Conversion to non-casual employment may be to a continuing or a fixed-term appointment in accordance with the provisions of this Agreement.

**Eligibility for conversion**

a) To be eligible for conversion:
   i. You must have been employed on a regular or systematic basis in the same or similar duties in a School/Branch, or equivalent, in an identically classified position; and
   ii. Your hours of work must have equalled at least 50% of the ordinary weekly hours worked by a full-time equivalent staff member over the preceding 12 months; or
   iii. You have worked regular and systematic hours over the preceding 24 months.

**Application for Conversion**

If you believe you are eligible for conversion to non-casual, you may submit an Application for Casual Conversion Form to your supervisor with any relevant supporting documentation.

Your application must be forwarded to the Executive Manager, Head of School/Branch Manager or Unit Manager for approval.

Before your application for conversion is approved, due consideration should be given to the School/Branch’s operational requirements and the desirability of offering you work that is as regular and continuous as is reasonably practicable and is consistent with your casual engagement.

**Acceptance of an application**

If your application is approved, your supervisors must arrange for your offer of appointment to be supplied by Human Resources. Probation periods will apply. If you have your casual status successfully converted to non-casual status you should be aware that your previous casual service is not counted for the purpose of calculating any other existing entitlements. The exceptions to this include long service leave and any applicable unpaid maternity/adoption/parental leave.
Refusal of an application

Conversion to non-casual can be refused on any of the following grounds:

a) You are a student, or have recently been a student, except where your status as a student is irrelevant to the engagement and the work required (for example, long standing arrangements where an area offers students casual employment to provide students an income source).

b) You are a genuine retiree, even if you are in receipt of any form of income or benefit that is dependent upon you.

c) You are performing work that will cease to be required or will be performed by a non-casual staff member, within 26 weeks from the date of application.

d) You have a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person.

e) You do not meet the essential requirements of the position or you are unable to demonstrate the capabilities to undertake duties typical of the relevant classification standard (as determined by the duty statement, selection criteria and the Classification Standards for Professional Staff).

f) The work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

If your application for conversion is rejected your supervisor must provide you with written reasons for the refusal within a reasonable time frame (usually within 21 days).

It should be noted that you will not be entitled to reapply for conversion for another 12 months from the date of the initial application. If your application for conversion has been refused on the grounds that it is work that will cease to be required or will be performed by a non-casual staff member within 26 weeks from the date of application and these grounds cease to apply, you will be entitled to reapply for conversion before the 12 months.

3.12 RECOVERY OF OVERPAYMENTS

3.12.1 The University may recover from you overpayment in relation to your salary, leave entitlements, allowances, loadings or any other payment associated with your employment with the University.

a) The University shall be entitled to make salary deductions from your pay in order to recover moneys owed.

b) Before instigating the recovery of any monies, the University will:
   i. provide you with written details of the moneys owing and the reasons; and
   ii. provide you with an opportunity to respond; then
   iii. make a reasonable attempt to agree with you on a reasonable method of repayment from your salary and timeline of repayment; and
   iv. provide you with written details of the repayment arrangements and capacity to renegotiate at any stage should the original repayment schedule cause financial hardship.

3.12.2 Where an overpayment has not been recovered prior to you resigning or otherwise ceasing duties with the University, the University may make deductions from your final entitlements to the extent of the overpayment.

3.13 JOURNEY ACCIDENT INSURANCE

3.13.1 Journey accident insurance is insurance available to you if you have no other form of redress for insurance for a journey to and from your place of residence and your workplace.

3.13.2 The University will provide journey accident insurance for all staff members in respect of journeys to and from the workplace.
3.14 SALARY LOADINGS FOR CLINICAL RESPONSIBILITIES

Full Clinical Loading

3.14.1 A full clinical loading is payable to a medically qualified staff member appointed to a levels B-E above in one of the following disciplines:

- a) Anesthesia and Intensive Care;
- b) Pharmacology;
- c) Clinical Nursing;
- d) Public Health;
- e) General Practice;
- f) Medicine;
- g) Obstetrics and Gynecology;
- h) Orthopedics and Trauma;
- i) Pediatrics;
- j) Psychiatry;
- k) Surgery.

3.14.2 Where you are medically qualified in pre-clinical or para-clinical disciplines (see clause 3.14.3 and clause 3.14.4) and provide a minimum of six hours on average per week clinical services in South Australian teaching hospitals and where such services may be classified as primary determinants of patient care and treatment, the Executive Dean of the Faculty of Health Science may determine that you will be paid a full clinical loading.

Para-Clinical Loading

3.14.3 A para-clinical loading is payable to you if you are medically qualified and appointed to the level of lecturer and above in one of the following disciplines:

- a) Microbiology and Immunology;
- b) Pathology.

Pre-Clinical Loading

3.14.4 A pre-clinical loading is payable to you if you are medically qualified and appointed to the level of lecturer and above in one of the following disciplines:

- a) Anatomical Sciences;
- b) Biochemistry;
- c) Physiology;
- d) Genetics;
- e) Psychology;
- f) Medical Education Unit.

Dental Loading

3.14.5 A dental loading is payable to you if you are qualified in dentistry and you have been appointed to a level of lecturer and above in the Faculty of Health Sciences.

3.14.6 A dental loading is also payable to you if you are medically qualified and appointed to a level of lecturer and above in the School of Dentistry.
3.14.7 A dental loading is also payable to you if you are qualified in dentistry and you are appointed to a level of lecturer and above in one of the following University disciplines, who is actively engaged in the provision of service teaching to dental and/or medical students within the Faculty of Health Sciences.

**NHMRC Salary Loadings**

3.14.8 Salary loadings are applicable to all National Health & Medical Research Council (NHMRC) funded graduate research staff members with registered medical or dental qualifications, whether or not they perform any clinical duties. The NHMRC provides a contribution towards these salary loadings. The loadings paid to University of Adelaide staff are as follows:

a) **Full Medical Loading**

A full medical loading is payable to you if you are a NHMRC supported staff member with medical qualifications who is responsible for patient care within the institution in which you are employed.

b) **Half Medical Loading**

Half of the full medical loading is payable to you if you are a NHMRC supported staff member with medical qualifications who does not engage in clinical duties. This level of loading will be paid irrespective of the discipline in which you work, or the nature of your duties.

**Full Dental Loading**

a) A dental loading is payable to you if you are a NHMRC supported staff member with dental qualifications. This level of loading will be paid irrespective of the discipline in which you work, or the nature of your duties.

b) The clinical loading for a medically qualified Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a full clinical department in the Faculty of Health Sciences and responsible for patient care are as set out in Schedule 2 – Academic Staff Salaries.

c) The clinical loading for a medically qualified Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a para-clinical department in the Faculty of Health Sciences are as set out in Schedule 2 – Academic Staff Salaries.

d) The clinical loading for a medically qualified Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a pre-clinical department in the Faculty of Health Sciences are as set out in Schedule 2 – Academic Staff Salaries.

e) Your entitlement to a full clinical loading, rather than to a loading, will be determined by the University in the light of the nature and extent of your patient-care responsibilities.

f) The clinical loading for a dentally qualified Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in the Faculty of Health Sciences in the teaching of medical or dental students are as set out in Schedule 2 – Academic Staff Salaries.

g) All clinical loadings will be superannuable and will be paid to you during periods of study leave, annual leave and long service leave.
4. YOUR LEAVE AND CONDITIONS

What’s in this Section?
- Annual leave;
- Personal leave;
- Compassionate leave;
- Parental leave;
- Community Service leave;
- Cultural Obligation leave;
- Special Paid leave;
- Trade Union Training leave;
- Leave without pay;
- Long Service leave;
- Defence Leave;
- Public Holidays;
- Christmas Closedown; and
- Voluntary Flexible Work Arrangements.

All staff (other than casuals) are entitled to the following provisions. Part-time staff will accrue leave on a pro-rata basis.

Casual staff may be eligible to access unpaid maternity/adoption and carer’s leave and accrue long service leave.

4.1 ANNUAL LEAVE

Entitlement to Annual Leave

4.1.1 If you are employed as full-time, you will be entitled to leave of absence with full pay at the rate of 20 working days per year.

4.1.2 If you are a weekend shift worker (as defined in clause 4.1.2 (a)), you will be entitled to an extra five (5) working days paid per year, or a pro rata increase if employed as a weekend shift worker for only part of the year.

   a) In this clause a ‘weekend shift worker’ is defined as a staff member who is rostered to work regularly on Saturday and/or Sunday for not less than 10 occasions on each separate day in a calendar year.
      i. If you are not a weekend shift worker as defined but are required to work on occasions on Saturdays and/or Sundays outside your ordinary hours of duty, you may apply to your Executive Manager, through your Supervisor, for a proportional increase in annual leave;
      ii. If your Executive Manager is satisfied that you have been required to work on Saturdays and/or Sundays on sufficient occasions to warrant such an increase the Executive Manager will approve and nominate the amount of such increase.

4.1.3 The provisions of clause 4.1.2 will not apply to any staff member solely because they are on call at weekends or required to work overtime at weekends.

4.1.4 Accrual of Annual Leave

Annual leave will accrue progressively during a year of service, and will accumulate from year to year. If you are part-time you will accrue annual leave on a pro-rata basis.
4.1.5 Personal Illness or Injury Whilst Taking Annual Leave

If you suffer a personal illness or injury while you are on annual leave, you can have that annual leave re-credited provided that you have a medical certificate and your Personal Leave balance is in credit.

4.1.6 Annual Leave Loading

a) You will be entitled to payment of an annual leave loading of 17½% of four (4) weeks of your salary that will be capped at the Higher Education Officer Level 9 step 1 except where shift and penalty rates would be greater.
b) Annual leave loading will be calculated on a pro-rata basis according to the actual period worked in the current calendar year.

4.1.7 Management of Annual Leave

a) If you have accumulated more than 35 days (40 days for shift workers) annual leave, you will attempt to reach agreement with your supervisor on taking the leave in excess of 35 days (40 days for shift workers).
b) If agreement cannot be reached, you may be directed with six (6) months written notice to reduce your leave balance at such time as is convenient for the University to a balance of no greater than 35 days accrued leave (40 days for shift workers).

4.2 PERSONAL LEAVE

Any reference to paid leave in this clause applies to all staff other than casuals. Unpaid carer’s leave and unpaid compassionate leave apply to all staff.

All academic staff (other than casuals) employed on the date this Agreement is approved will be credited with 10 days personal leave for every year of prior continuous service with the University (pro rata for part-time).

4.2.1 Personal Leave is available:

a) because you are unfit for work because of a personal illness, or personal injury, that affects you; or
b) to provide care or support to a member of your family, or a member of your household, who requires care or support because of:
   i. a personal illness, or personal injury; or
   ii. an unexpected emergency.

c) For the purpose of Personal leave, the definition of Family Member is included in Schedule 1 of this Agreement.

4.2.2 Paid Personal Leave

If you are full-time, you will be entitled to leave of absence with full pay at the rate of 15 working days per year and this leave shall be cumulative without limit. Part-time staff members shall be entitled to 15 working days per year paid on a pro rata basis.
If you are unable to attend work due to personal illness or injury you must:

a) notify your supervisor of your intended absence and its estimated duration as early as practicable on the first day of your absence (or as soon as practicable thereafter where due to exceptional circumstances notification cannot be provided on the first day of your absence); and
   i. provide a medical certificate from a registered health practitioner, or a statutory declaration or other documentation that is acceptable to the University for any single period of absence of three (3) working days or more; and

b) complete the required process to record any absence taken.

You may be asked to provide a medical certificate from a registered health practitioner in lieu of a statutory declaration or other documentation for each day of personal leave taken by you for a personal illness or injury where a pattern of leave has been established.

Where a public holiday occurs during a period of personal leave or compassionate leave, that day does not count as a period of personal leave.

If you are eligible for paid personal leave during a period of annual leave, upon application you will be re-credited the annual leave for each day you are eligible for paid personal leave.

4.2.3 Unpaid Carer’s Leave

You are entitled to two (2) days of unpaid carer’s leave for each occasion (a permissible occasion) when a member of your family, or a member of your household, requires care or support because of:

a) a personal illness, or personal injury; or
b) an unexpected emergency.

Taking unpaid carer’s leave

a) You may take unpaid carer’s leave if the leave is taken to provide care or support as mentioned in clause 4.2.3.

b) You may take unpaid carer’s leave as:

   i. a single continuous period of up to two (2) days; or
   ii. any separate periods to which you and your supervisor agree.

The University will not cease to provide you with your usual work duties during such periods.

You cannot take unpaid carer’s leave if you could instead take paid personal leave.

4.3 COMPASSIONATE LEAVE

4.3.1 You (excluding casual staff) are entitled to a maximum of three (3) paid days of compassionate leave for each occasion when a member of your family, or a member of your household:

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.

4.3.2 You may take compassionate leave if the leave is taken:

a) for the purpose of spending time with a member of your family or household who has contracted or developed the personal illness, or sustained the personal injury; or
b) after the death of a member of your family or household.
4.3.3 You may take compassionate leave as:

a) a single continuous period of three (3) days; or
b) three (3) separate periods of one (1) day each; or
c) any separate periods to which you and your supervisor agree.

4.3.4 Unpaid Compassionate Leave (including casual staff)

a) You are entitled to a maximum of three (3) unpaid days of compassionate leave for each occasion when a member of your family, or a member of your household:
   i. contracts or develops a personal illness that poses a serious threat to his or her life; or
   ii. sustains a personal injury that poses a serious threat to his or her life; or
   iii. dies.

b) You may take unpaid compassionate leave if the leave is taken:
   i. for the purpose of spending time with a member of your family or household who has contracted or developed the personal illness, or sustained the personal injury; or
   ii. after the death of a member of your family or household.

c) You may take unpaid compassionate leave as:
   i. a single continuous period of three (3) days; or
   ii. three (3) separate periods of one (1) day each; or
   iii. any separate periods to which you and your supervisor agree.

Notice

a) If you intend to apply for leave as described in this clause you must:

   i. Advise your supervisor as soon as is reasonably practicable (which may be a time after the leave has started); and
   ii. Advise your supervisor of the period, or expected period, of the leave.

Evidence

a) If you access leave as described in this clause, you are required to provide a medical certificate from a registered health practitioner, or a statutory declaration or other documentation that is acceptable to the University.

4.4 PARENTAL LEAVE

4.4.1 Paid Parental Leave

Any reference to paid leave in this clause applies to all staff other than casuals.

Paid parental leave includes paid maternity leave, paid adoption leave, paid partner leave and shared paid parental leave.

Where the federal government requires the University to administer its Paid Parental Leave (PPL) payment, any period of PPL will be treated as leave without pay and as such will not count towards the accrual of leave entitlements. It will however, count toward your continuity of service.

Paid Maternity Leave

a) Eligibility
To be eligible for paid maternity leave you must have been employed by the University for a continuous period of not less than one year prior to the expected date of birth.

If you are a part-time (fractional) member of staff, you are entitled to paid maternity leave based on your pro-rata rate.

If you have been employed by the University for a continuous period of less than one year prior to the expected date of birth, you will be entitled to leave without pay.

**b) Entitlement**

i. Subject to satisfying the eligibility requirements, you are entitled to 26 weeks paid maternity leave.

ii. If you have a medically defined late pregnancy miscarriage, or stillbirth, you will be entitled to seven (7) weeks paid maternity leave.

iii. If you are on a period of paid parental leave in accordance with clause 4.4.1(a) and (b) of this Agreement and you are entitled to, and take, a period of paid personal leave due to personal illness or injury and on application you have sufficient accrued personal leave, you will be re-credited the equivalent period of paid parental leave for the time you were on paid personal leave.

**c) Requirements**

i. A minimum period of 14 weeks paid leave must be taken, subject to step ii), iii) and iv) below.

ii. You must commence your maternity leave up to six (6) weeks before the expected date of birth.

iii. You may negotiate with your supervisor to remain at work until two (2) weeks prior to the expected date of birth if a medical certificate of fitness is provided.

iv. The period of maternity leave taken must include leave for at least eight (8) weeks after the actual birth unless a medical certificate of fitness is provided to your supervisor certifying that you may return to duty earlier than eight (8) weeks after the birth.

**Paid Adoption Leave**

4.4.2 Eligibility

i. To be eligible for paid adoption leave, you must:
   - Have been employed by the University for a continuous period of not less than one year prior to the expected date of placement; and
   - Be adopting a child of five years of age or less and identified as the primary caregiver.

**a) Entitlement**

i. Subject to satisfying the eligibility requirements, you are entitled to 26 weeks paid adoption leave.

**b) When adoption-related leave must start**

i. If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.

4.4.3 Shared Paid Parental Leave

**a) Eligibility**

To share an entitlement for paid parental leave you must:
i. Be part of an employee couple. An employee couple is defined as two employees that are either the spouse or de facto partner of the other; and

ii. Have satisfied the eligibility requirements as set out for paid maternity leave or paid adoption leave; and

iii. Fulfill the requirements as set out in clause 4.4.1 (c).

b) Requirements

If you are an employee couple and each of you intends to share the paid parental leave benefits, the following requirements apply:

i. The first 14 weeks of paid maternity leave/paid adoption leave (first period of leave) must be taken by the birth mother or in the case of paid adoption leave, the primary caregiver;

ii. The other employee’s period of leave must start immediately after the end of the first period of leave;

iii. You must each take the leave separately in a single continuous period;

iv. Partner leave as set out in clause 4.4.5 may be taken concurrently within the first period of leave.

c) Evidence

Your supervisor may require you to provide evidence as follows:

i. if the leave is birth-related leave – of the date of birth, or the expected date of birth, of the child; or

ii. if the leave is adoption-related leave – of the day of placement, or the expected day of placement, of the child; and

iii. that the child is, or will be, under school age as at the day of placement, or the expected day of placement, of the child.

4.4.4 Return to Work Bonus

You may elect to convert up to 12 weeks of your paid maternity/adoption leave entitlement to a Return to Work Bonus. The return-to-work bonus is available for use as:

a) For Academic Staff

i. access to Conference Leave (relevant to profession);

ii. the opportunity to convert to part-time while being paid full-time (e.g. work three days, have two days off courtesy of maternity/adoption leave, therefore extending the paid maternity/adoption leave period);

iii. access to leave to attend seminars relevant to discipline;

iv. the opportunity to employ a casual staff member for teaching support;

v. the opportunity to employ a research assistant.

b) For Professional Staff

i. access to conference leave to attend conferences relevant to employment;

ii. the opportunity to convert your employment to part time while being paid full-time, therefore extending the paid maternity leave period;

iii. access to time off for study leave;

iv. access to leave to attend job related training courses.
4.4.5 Partner Leave

For the purposes of clause 4.4.5, Partner Leave, the term ‘Partner’ is a person in a bona fide relationship with a staff member who is accessing maternity/adoption leave and would be considered the parent who is not the primary caregiver.

a) To access this leave you are required to submit a certificate from a registered medical practitioner of your partner’s pregnancy, or a certificate of adoption.
b) Partner leave is only available concurrently with paid maternity/adoption leave and entitles you to up to 10 days paid leave, non cumulative.
c) A further 50 weeks of unpaid leave may be taken provided it is certified that you are the primary caregiver.

4.4.6 Payment

a) You will be paid at the ordinary rate of pay you received on the last day of duty prior to commencing paid maternity/adoption leave.
b) You may apply to take paid maternity/adoption leave at half pay.
c) All paid maternity/adoption leave not accessed within 26 weeks of the date of commencement of your leave will be forfeited, except where you are entitled to be re-credited a period of paid personal leave in accordance with clause 4.4.1(b) (iii), of this Agreement.
d) If you resign from or your fixed–term contract with the University ends during the period of paid maternity/adoption leave, you will not be entitled to the remaining balance of the leave from the date of resignation or expiration of your contract.

4.4.7 Superannuation

a) The University will continue to pay employer contributions during the period of paid leave.
b) If you elect to take paid maternity/adoption leave at half pay and you wish to maintain full superannuation contributions, you must contribution the difference between the employer contribution of the partial paid rate and the full employer rate.

4.4.8 Continuity of Service

a) The period of paid maternity/adoption leave will count as service with the University.
b) Any period of unpaid maternity/adoption leave will not count as service with the University for the purpose of accrual of an entitlement to annual leave, personal leave, long service leave or any other benefit, but will be deemed not to have broken your continuity of service.

4.4.9 Return to Duty

a) When you return to duty after absence on maternity/adoption leave, you will have the right to return to the position you occupied immediately prior to taking such leave unless clause 4.4.9 (e) applies.
b) If you wish to return to duty earlier than the nominated date of return, you must apply to your supervisor for approval four weeks prior to the new date of return. The approval will be at the discretion of the supervisor subject to the needs of the area at the time of the nominated date of return.
c) If you wish to return to duty on a part-time basis under the Reduced Hours for the Care of Child clause, you must apply to your supervisor for approval three months prior to the nominated date of return.
d) The approval will be at the discretion of the supervisor subject to the needs of the area at the time of the nominated date of return.
e) Should a bona fide restructuring of an area be likely to affect your position while you are on maternity/adoption leave, your rights will be the same as though you were occupying the position at the time.

4.4.10 Unpaid Parental Leave

a) Eligibility

To be eligible for unpaid parental leave, you must have, or will have, completed at least 12 months of continuous service with the University immediately before:

i. if the leave is birth-related leave—the date of birth, or the expected date of birth, of the child; or

ii. if the leave is adoption-related leave—the day of placement, or the expected day of placement, of the child.

b) Entitlement

Subject to meeting the eligibility criteria you will be entitled to 12 months of unpaid parental leave if:

i. the leave is associated with:
   - the birth of a child, being a child who is born to you or your spouse or de facto partner; or
   - the placement of a child with you for adoption; and

ii. You have or will have a responsibility for the care of the child.

c) Notice

i. You must provide your supervisor at least 10 weeks written notice of your intention to take unpaid parental leave.

ii. The notice must specify the intended start and end dates of the leave.

d) Extending the Period of Unpaid Parental Leave

i. You may request your supervisor to agree to an extension of unpaid parental leave for the for a further period of up to 12 months immediately following the end of the unpaid parental leave period.

ii. Where paid parental leave has also been utilised, the total aggregate period of leave (that is paid and unpaid) must not exceed 104 weeks.

iii. The request must be in writing, and must be given to the supervisor at least four (4) weeks before the end of the unpaid parental leave period.

4.4.11 Unpaid Pre-Adoption Leave

a) Requirements

i. You may access unpaid pre-adoption leave if you do not have any other leave available to you.

ii. You must provide your supervisor with notice of your intention to take this leave as soon as practicable.

iii. You may be entitled to up to two (2) days unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for your adoption of a child.

iv. Unpaid pre-adoption leave must be taken either as a single continuous period up to two (2) days or in separate periods as agreed with your supervisor.
v. Your supervisor may request evidence that the leave taken is to attend an interview or examination as referred to in clause 4.4.11 (a) (iii).

b) Eligibility

An eligible casual staff member for the purpose of this clause is a casual staff member:

i. Who has been engaged by the University on a regular and systematic basis for a sequence of periods of employment during a period of at least 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.

4.4.12 Unpaid special maternity leave

a) Entitlement to unpaid special maternity leave

A female staff member is entitled to a period of unpaid special maternity leave if she is unfit for work during that period because:

i. she has a pregnancy-related illness; or

ii. she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

4.4.13 Transfer to an alternative position because of illness or hazard

This clause applies to a female staff member who is pregnant if:

i. she is entitled to paid or unpaid parental leave; and

ii. she has already complied with the notice and evidence requirements for taking unpaid parental leave; and

iii. she gives the University evidence that would satisfy a reasonable person that she is fit to work, but that it is inadvisable for her to continue in her present position during a stated period (the risk period) because of:
   - illness, or risks, arising out of her pregnancy; or
   - hazards connected with that position.

a) If this applies to you, your supervisor may require a medical certificate as evidence of either of the reasons at clause 4.4.13(iii), of the Agreement.

b) If there is an appropriate safe job available—the University must:

i. transfer the staff member to that job for the risk period, with no other change to the staff member’s terms and conditions of employment; or

ii. if there is no appropriate safe job available—the staff member is entitled to take paid no safe job leave for the risk period.

c) An ‘appropriate safe job’ is defined in section 81(4) of the National Employment Standards, of the Fair Work Act 2009.

4.4.14 Return to work guarantee

a) On finishing unpaid parental leave, you will be entitled to return to:
   - your pre-parental leave position; or
   - if that position no longer exists—an equivalent position for which you are qualified.
b) Effect of Unpaid Leave

i. Any period of unpaid parental leave shall be deemed not to have broken your continuity of service.

ii. Any period of unpaid parental leave in excess of 21 consecutive days will not count as service with the University for the purpose of accrual of entitlement to annual leave, personal leave or long service leave or for any other benefit.

4.5 COMMUNITY SERVICE LEAVE

Any reference to paid Community Service Leave in this clause applies to all staff except casuals.

Community service leave includes:

a) Attendance for the purpose of jury service;
b) Witness leave; and
c) Carrying out voluntary emergency management activity.

4.5.1 Jury Service Leave

If you are required to attend for jury service, you will be granted leave at ordinary pay for the purpose of so doing, but will forfeit to the University any jury fee received other than daily incidentals. This leave includes necessary travelling.

4.5.2 Witness Leave

If you are required to appear as a witness in any case you will be granted leave at ordinary pay for the purpose of so doing, but will forfeit to the University any witness fee received other than daily incidentals. This leave will include necessary travelling.

4.5.3 Voluntary Emergency Management Leave

a) Any reference to paid leave in this clause applies to all staff other than casuals.
b) The University will grant up to five (5) days paid leave per calendar year for the purpose of undertaking voluntary emergency management activities, such as an emergency or natural disaster.
c) The University will grant one day of paid leave as recovery per emergency.
d) Voluntary emergency management leave may be granted if:
   i. you are a member, or have a member-like association with, a recognised emergency management body; and
   ii. where requested by the University, you can provide documentary evidence of your membership, training requirements and call-outs attended.
e) A once-off 10 days paid leave will be provided for training with a recognised emergency management body.
f) In this clause, ‘emergency management body’ means a recognised emergency management body as defined in the Fair Work Act 2009.

4.5.4 Notice and evidence requirements

a) If you seek to access Community Service leave as described in this clause you must give your supervisor notice of the absence.
b) The notice:
   i. must be given to your supervisor as soon as reasonably practicable (which may be a time
      after the absence has started); and
   ii. must advise your supervisor of the period, or expected period, of the absence.

c) If you have provided notice to your supervisor as detailed in clause 4.5.4 (a) and (b) you must, if
   required by your supervisor, provide evidence that would satisfy a reasonable person that the
   absence is because you have been or will be engaging in a community service activity.

4.6 CULTURAL OBLIGATION LEAVE

Any reference to paid leave in this clause applies to all staff other than casuals.

4.6.1 You are entitled in any one year period to take up to a total of three working days paid leave for
   absences for the purposes of fulfilling cultural requirements and obligations that are a recognised part of
   your identified or adopted culture or one with which your partner, family and/or community group
   identifies.

4.6.2 In addition to leave granted under clause 4.6.1 if you identify with and are accepted as a member of an
   Aboriginal or Torres Strait Islander community you will be entitled to 10 days leave without pay in every
   two year period for ceremonial or cultural purposes.

4.6.3 You may elect to extend the period of cultural obligation leave such other leave if necessary, with the
   consent of the University for the circumstances listed in 4.6.1 and 4.6.2.

4.6.4 Supervisors have an obligation to make every reasonable effort to accommodate the leave while having
   regard to the needs of the area.

4.7 SPECIAL PAID LEAVE

Any reference to paid leave in this clause applies to all staff other than casuals.

4.7.1 You will be entitled to take up to a total of three (3) working days as special paid leave in each calendar
   year (except as specified in clause 4.7.4) for absences caused by emergency circumstances.

4.7.2 In addition to clause 4.7.1, you are entitled to one working day in every one-year period for the purpose
   of moving from your primary residence.

4.7.3 You will be required to notify your supervisor of such absence at the first opportunity on the first day of
   absence if prior notice is not possible.

4.7.4 If you have been employed by the University for a period of less than 12 months you may be granted
   leave in terms of this clause provided that you have an annual leave credit equal to the amount of
   special paid leave taken.

4.8 TRADE UNION TRAINING LEAVE

4.8.1 Subject to the operational requirements of the area, paid leave of absence will be granted for the
   following purposes:

   a) to attend short trade union training courses or seminars conducted by or with the support of the
      relevant union; or other short trade union training courses or seminars where the scope, content
      and level of the courses or seminars are such as to contribute to a better understanding of
      industrial relations;
b) to allow an elected work site union representative to conduct official union business that requires their personal attendance. Official union business is defined as official meetings or business conducted under the auspices of the Federal Office or the SA State Branch Offices of the relevant union. If you apply for leave for official union business, your application must be accompanied by a letter from the Secretary of the union concerned requesting your attendance at the meeting or to conduct the business.

4.8.2 Under this clause, up to 10 working days leave of absence over any two-year working period may be granted. Leave will be paid at ordinary time rates.

4.9 LEAVE WITHOUT PAY

This clause applies to all staff other than casuals.

4.9.1 You may apply for a period of leave without pay. Approval will be at the discretion of the Executive Manager who will determine the conditions under which it will be taken.

4.9.2 Leave without pay will not normally be granted for a period exceeding two years.

4.9.3 In the case of leave without pay for periods of one calendar month or less, superannuation contributions at full rates will continue.

4.9.4 In all other cases you may elect, prior to the commencement of the period of leave, to pay both yours and the employer superannuation contributions, or to pay no contributions.

4.9.5 A period of leave without pay or secondment without pay in excess of 21 consecutive working days will not be recognised as continuous service for the purpose of accruing eligibility for:

a) annual leave;

b) personal leave;

c) long service leave;

d) incremental advancement; and

e) special studies leave.

4.9.6 Periods of approved leave without pay will not constitute breaks in service.

4.10 LONG SERVICE LEAVE

4.10.1 Entitlement

Long service leave accrues as follows:

a) at the rate of 6.5 working days for each year of service and pro-rata for a part of a year of service with the University from the first day of January 1966;

b) at the rate of 4.3 working days for each year of service and pro-rata for a part of a year of service with the University between the first day of July 1950, and the first day of January 1966;

c) Staff employed by either SACAE or Roseworthy Agricultural College at the time of the merger, at the rate of 10.71 working days per year of service after 15 years of service and pro-rata for a part of a year of service with the University.
4.10.2 Eligibility

a) Service carrying entitlement to long service leave must be continuous service in the employment of the University. Your service will be continuous notwithstanding:

i. An absence from work:
   - in accordance with the contract of service;
   - on account of illness or injury;
   - on account of long service leave, annual leave, study leave or any other kind of paid leave;
   - for any period of service, while holding an appointment at the University, as a member of the Naval, Military or Air Forces of the Commonwealth (other than service as a member of the Permanent Forces);
   - for any other period or periods of leave without pay while in the service of the University; the University to determine, however, whether any such absence will be counted in calculating the total period of service in respect of which a member of staff is entitled to long service leave;
   - for any period during which you receive a pension under the invalidity provisions of a superannuation scheme, but such absence will not be counted in calculating the total period of service in respect of which a member of staff is entitled to long service leave.

ii. A break in your service:
   - brought about by the University where you are re-employed pursuant to the order of a Court or Fair Work Australia, except where an order of the Court or the Fair Work Australia has been made;
   - brought about by the University in an attempt to avoid a legal obligation or liability relating to long service leave;
   - arising directly or indirectly from an industrial dispute where you return to work in accordance with the terms of settlement of the dispute or are re-employed by the University when the dispute is settled;
   - brought about by the University where you return to work or are re-employed by the University within eight (8) weeks.

b) An interrupted period of service in your employment may, at the discretion of the Director, Human Resources, be considered as continuous for the purposes of long service leave.

4.10.3 Taking Long Service Leave

a) Unless you have been granted recognition of prior service you will not be eligible to take long service leave prior to achieving seven years continuous service.

b) Subject to clause 4.10.5 (a), if you have qualified for long service leave you will be entitled to take long service leave at a time of your choosing provided that at least six months’ written notice is given, and in the absence of such notice, the Executive Manager consents.

c) Subject to the needs of the University, you may take a minimum period of one working day long service leave at such time as may be mutually agreed between you and the University.

d) In individual circumstances the University may permit you to take your long service leave in advance of its accrual, where you would have accrued that entitlement during the period of long service leave taken.

e) Where you have accumulated a long service leave entitlement in excess of 90 working days, your Executive Manager may give you written notice to reduce your entitlement to 30 working days within a two year period, at a time convenient to the needs of the University, provided that the:
   i. Executive Manager will give you written notice of at least six months of the date on which leave must commence;
   ii. You will not be required to take long service leave within two years of the notified dated of your intended retirement;
iii. Executive Manager will not require you to take a further period of long service leave for a period of two years after the end of that period of leave.

f) Despite the preceding provisions of this section, you and your Executive Manager may agree on the deferral of long service leave subject to an agreed leave management plan.

4.10.4 Payment During Leave

a) Payment during long service leave will be at your ordinary rate of pay.
b) If you are engaged on less than a full-time basis, you will be entitled to payment on a pro-rata basis in respect of any full-time employment with the University immediately preceding the conversion to less than full-time employment.
c) Payment will include any normal increment or variation in the applicable salary scale from the date on which such increment may fall due during the period of long service leave.
d) You may take long service leave at half pay for not less than two working days.
e) You will not undertake any paid employment during any period of long service leave.

4.10.5 Payment in Lieu of Leave

a) Payment in lieu of long service leave will be made only in respect of not less than seven years service in the following circumstances:
   i. on your death or termination of employment. If you die while employed by the University, payment in lieu of any long service leave to which you have accrued an entitlement at the date of death will be paid to your estate; or
   ii. if you receive a pension under the invalidity provisions of a superannuation scheme, or on being considered by the University to be totally and permanently incapacitated.
   iii. If you have an entitlement to at least 65 days of long service leave and an annual leave balance of no greater than five (5) days, you may apply to receive a payment in lieu of your long service leave entitlement (i.e. cashing out).
      • Applications to cash in an entitlement to long service leave are limited to twice per year and must not exceed a total of 30 working days per year.
      • A payment in lieu of long service leave made under these provisions by agreement with you (i.e. cashing out) will be calculated at your ordinary rate of pay applicable immediately before the payment is made.

4.10.6 Prior Service

a) The University will recognise previous continuous paid full-time and part-time service with another Australian University.
b) The University may recognise previous continuous paid full-time and part-time service with other employers by negotiation between you and the University at the time of your appointment.
c) The University recognises service with the organisations listed in clause 4.10.6 (a) and (b) as service with the University, subject to the following provisions:
   i. Service between another organisation and the University is unbroken. Service is considered unbroken where there is a break in employment between organisations of no more than two months.
   ii. Service which has been paid out by another organisation will be recognised but accrued entitlements from this service will not be credited towards your leave balance.
   iii. You will disclose all details of your service and any long service leave paid before your appointment to the University. This information will be verified with the relevant organisation.
   iv. If the University has recognised your service from another organisation for long service leave purposes you will not be able to take your accrued long service leave until you have completed three (3) years of service with the University and a total of 10 years of continuous service.
The entitlement to recognised periods of service in prior employment as set out in clause 4.10.6 (a) will be calculated as if that service had been with the University of Adelaide.

4.11 DEFENCE LEAVE

4.11.1 You will be entitled to an annual maximum paid period of leave of 20 working days to enable you to engage in training as a member of the Australian Defence Force (ADF) Reserve and it is recognised that additional leave may be required for special instruction.

4.11.2 Leave for induction training during your first year as an ADF Reservist may be up to an additional paid period of leave of 10 working days.

4.11.3 Where certified that there is a need for additional training or overseas deployment and entitlements in 4.11.1 and 4.11.2 have already been taken, further leave may be granted without pay or you may access other leave entitlements, e.g. annual leave, long service leave.

4.11.4 If you have approved ADF Reserve service leave you are to submit a copy of the ADF Reserve service notice to your supervisor as soon as practicable.

4.11.5 If you are engaged in the ADF Reserve service and taking leave of more than 10 working days in any financial year, you will need to complete with the assistance of your supervisor an application form for the ADF Employer Support Payment Scheme (ESPS) and forward the completed form to Human Resources.

4.11.6 If you are part-time, you will be entitled to leave without pay for the first 12 months of employment with the University. After 12 months of employment with the University, if you are part-time or casual staff member you will be entitled to paid defence leave on a pro-rata basis. The structure of this will be determined on an individual basis dependent upon the hours worked and the entitlement to claim ADF ESPS.

4.11.7 If you are recognised as an ADF Reservist you are responsible for advising your supervisor of ADF Reserve service commitments as soon as identified even if specific dates are not yet known. The University also acknowledges that short notice commitments can occur and as such will be dealt with specifically on a case-by-case basis.

4.11.8 When your absence while on ADF Reserve service is going to cause difficulties for the work area, your supervisor is to contact Human Resources. Human resources will contact the ADF to seek identification of possible alternatives for your ADF Reserve service.

4.11.9 Any monies from the ADF ESPS will be paid directly to the respective school/branch budget to assist in resourcing the temporarily vacant position when you are away for more than 10 working days in any financial year.

4.12 PUBLIC HOLIDAYS

This clause applies to all staff other than casuals.

4.12.1 Subject to an area’s requirement for you to be on duty, you will be entitled to be absent on any public holiday in South Australia and the first working day following Proclamation Day (which will be termed University Day) without loss of ordinary pay.

4.12.2 If you are on paid personal leave on both the working days immediately before and after a public holiday, you will be entitled to payment for that holiday without deduction from your personal leave credits, except where you are rostered for duty on the public holiday, in which case, the day will be deducted from your personal leave credits and penalty rates will not apply.
4.13 CHRISTMAS CLOSEDOWN

This clause does not apply to academic staff who were employed by the former SACAE and Roseworthy Agricultural College at the time of the merger with the University of Adelaide.

4.13.1 If the University decides to close down in the days between Christmas Day and New Years Day, your annual leave balance will be automatically deducted for each working day on which the University is not open other than the first working day following Proclamation Day which is referred to as University Day.

4.13.2 If you have not accrued, or do not have a sufficient entitlement to annual leave, your annual leave balance will reflect a negative balance for the days deducted.

4.13.3 Staff with an annual leave balance of less than five (5) days may apply to their supervisor to take leave without pay.

4.13.4 Professional staff who have accrued Time Off in Lieu of Overtime (TOIL) may apply to take TOIL during the Christmas closedown period.

4.13.5 If you are required to work during the days between the University Day (refer to clause 4.13.1) and New Year’s Day, clauses 4.13.1 and 4.13.2 will not apply and you will receive the appropriate rate of pay.

4.14 VOLUNTARY FLEXIBLE WORK ARRANGEMENTS

A voluntary flexible work arrangement means a variation of working hours or arrangements as described in this clause. Only one voluntary flexible work arrangement can apply at any time.

4.14.1 General Conditions

a) All staff members (excluding those on casual contracts) are eligible to apply to their supervisor in writing to participate in a flexible work arrangement. Participation is voluntary and at the request of the staff member.

b) Flexible work arrangements will only be available where operational requirements allow. A voluntary flexible work arrangement must be documented and include a review period.

c) You or the University may initiate in writing the termination of a flexible work arrangement in accordance with clause 4.14.1 (a).

d) You are encouraged to seek financial advice before entering into any Voluntary Flexible Working Arrangement.

Types of Voluntary Flexible Work Arrangements

4.14.2 Reduced Employment Fraction

a) You may request to reduce the time for which you are employed, either as a reduction from full-time to part-time, or a reduction in the part-time fraction for which you are employed.

b) A reduction in the time for which you are employed is for an agreed period of time. Superannuation benefits are affected by a reduction in employment fraction and the superannuation fund provides options for maintaining or varying contribution rates.

4.14.3 Reduced Employment Fraction for Care of Child

You may elect to reduce your full-time hours, or if already working part-time, reduce your part-time hours, for the purpose of caring for one or more children by applying to reduce your hours.
a) Eligibility

i. You must have worked for the University for at least one (1) year of service before making an application to reduce your hours.

ii. The child or children for whom the leave is requested will normally be under 19 years of age and be those for whom you are the primary carer.

iii. The hours reduced would not normally be less than half-time (50% fractional time).

iv. The reduced hours are for a specific period or periods up to a total of 10 years, or to the end of the fixed-term contract period.

v. Managers have an obligation to make every effort to accommodate the application. Such application will only be refused on reasonable operational grounds.

b) Conditions for Reduced Hours – Care Of Child

i. The attendance agreed on at the time of application may be altered by agreement of both you and the Head of School/Branch and in the light of any ongoing contracts of employment held in relation to the other part of the position, if applicable.

ii. If your hours are reduced for the care of children you may apply for appointment or transfer to a vacant position(s) and you shall not be deprived of appointment or transfer to such position solely on the basis of being on reduced hours for the care of children.

iii. If you apply for and are appointed to another continuing position which is part-time, while your hours are reduced for the care of children, you forfeit the right to an automatic return to full-time employment.

iv. Personal, annual and long service leave entitlements shall accrue at the pro-rata rate. Superannuation benefits will be impacted during the period of reduced hours. You are encouraged to seek financial advice before entering into this arrangement.

c) Return to full-time work and extension of Reduced Hours

i. It is your responsibility to notify the Head of School/Branch of your intention to return to full-time work or extend the period of reduced hours three months before the end of the period of reduced hours.

ii. You may negotiate with the Head of School/Branch for an earlier return to work or, where the reduced hours is for a period less than ten years in duration, for an extension of such reduced hours provided that the total period does not exceed ten years.

iii. Any change made as a result of these negotiations would not normally take place until three months from the date of agreement.

4.14.4 Reduced Hours for Care of a Family Member

a) You may apply to reduce your hours for the care of a family member for up to two years where you can demonstrate that you are the primary caregiver and the family member requires extensive personal care. Your hours will not normally be reduced to less than 0.5 full-time equivalent (FTE).

4.14.5 Purchased Leave Arrangements

a) You may apply to enter into an arrangement to purchase an additional four (4) weeks leave (48/52).

b) This option provides four weeks’ additional leave per year, to be taken at a time mutually convenient to you and the University. This arrangement will provide you with additional leave within a 12 month period, in return for a pro-rata reduction in your salary.

c) Your salary is averaged over the year (52 weeks) to allow you to be paid during the extra weeks leave. A 48/52 arrangement will result in a reduction in salary in return for an additional four (4) weeks leave.
d) All purchased leave in the 48/52 option must be taken in the year it is due. At the time of application, you will need to advise the actual dates intended to be taken as purchased leave.

e) In the event that you cannot take the purchased leave due to operational requirements, you will be reimbursed for the untaken purchased leave in a lump sum.

f) Purchased leave must be booked in weeks with a minimum of one week blocks.

g) All leave entitlements that accrue during the term of your participation in a flexible work arrangement will be paid on a pro rata basis, with reduced payment for accrued leave but not a reduction in the period of leave.

4.14.6 Compressed Weeks

Compressed weeks allow you to work less days per fortnight while working the same total number of hours per fortnight. Compressed weeks are not designed to increase or reduce the total hours worked, so there are no impacts on leave entitlements or superannuation.

a) The only compressed weeks arrangement available is for the purpose of working a nine-day fortnight.

b) The maximum number of work hours per day permissible in a compressed weeks arrangement is 9.5 hours.

c) Each compressed weeks arrangement is to be initiated for a trial period of up to six (6) months. If the trial is successful, the compressed weeks arrangements can be extended to twelve-month periods.

d) The compressed weeks arrangement must specify the hours to be worked on each of the duty days. The working arrangements may provide for:
   i. specified start, finish and break times for the duty days; or
   ii. a specified bandwidth and core time, with a set number of hours to be worked on each duty day; or
   iii. a specified bandwidth, core time, and/or required attendance time(s), with the number of hours to be worked specified for individual duty days.

e) Where the arrangements provide flexibility in start and finish times, the agreement may also specify:
   i. a set core time; and/or
   ii. required attendance time on one or more of the duty days.

4.14.7 Compressed Weeks and Overtime

a) In general, if you work a compressed week, you should not work overtime.

b) If, in exceptional circumstances, overtime is approved for hours worked in excess of your nominated normal hours for the day, the normal overtime provisions apply.

c) A minimum of eight (8) hours in any one day or 73.5 hours per fortnight must be worked prior to the commencement of overtime.

4.14.8 Working on a Non-Duty Day

When you are required to work on a non-duty day, the hours worked are not to be treated as overtime. The equivalent of the time worked must be taken off at a mutually convenient time, negotiated between you and your supervisor.

4.14.9 Compressed Weeks and Public Holidays

The work hours specified for that particular day are to be recorded for a public holiday. The number of hours you would normally have worked in your compressed weeks agreement on a particular day must be recorded as annual leave if you are on annual leave that day.
4.14.10 Compressed Weeks and Personal Leave

The compressed weeks agreement does not affect your entitlement to personal leave. Personal leave must be applied for in hours rather than days. If you require personal leave, the number of working hours specified in the compressed weeks agreement is to be recorded as personal leave.

For example:

If you have nominated to work nine (9) hours on a Monday as part of your compressed weeks agreement and are sick on that Monday, nine (9) hours will be recorded as personal leave.

If you are sick on your nominated non-duty day, then no personal leave is recorded for that day.

Where you work part of a duty day and then take personal leave, the time to be recorded as personal leave will be calculated by deducting the time worked from the time specified to be worked on that day.

4.14.11 How to Apply for a Voluntary Flexible Work Arrangement

a) All applications to participate in a voluntary flexible working arrangement must be made in writing to your supervisor.

b) The application must specify:
   i. the arrangement requested;
   ii. the effect you think the arrangement would have on your Branch/School, your colleagues, and your current work allocation, and how any adverse affects may be able to be addressed; and
   iii. the preferred date for implementing the arrangement, allowing sufficient time for replacement staff to be organised if required.

c) Where applicable the application should include a calendar that clearly indicates the work pattern proposed. An application to work compressed weeks must identify the days and hours to be worked.

d) A flexible work arrangement requires approval by your appropriate supervisor in accordance with the Vice-Chancellor’s delegations.

e) If an application is approved, it will be reviewed annually by your supervisor to ensure the arrangement is operating in a manner intended by this procedure.

f) Approval by the University for you to participate in a flexible work arrangement will depend on balancing operational requirements with increased flexibility options and choice for staff members.

4.14.12 Record Keeping

a) Your participation in any flexible work arrangement will be recorded in writing and a copy of this record will be maintained on your personnel file.

4.14.13 Financial Implications

a) You are encouraged to obtain independent advice about any financial implications that may arise from a flexible work arrangement.


a) Either you or the University may initiate in writing the termination of a flexible work arrangement with at least the following notice period:
<table>
<thead>
<tr>
<th>Voluntary Arrangement</th>
<th>Flexible Working</th>
<th>Notice from Staff Member</th>
<th>Notice from University</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced Employment Fraction</td>
<td>3 months</td>
<td>3 months</td>
<td></td>
</tr>
<tr>
<td>Reduced Hours – Care Of Child</td>
<td>3 months</td>
<td>3 months</td>
<td></td>
</tr>
<tr>
<td>Reduced Hours – Care Of Family Member</td>
<td>3 months</td>
<td>3 months</td>
<td></td>
</tr>
<tr>
<td>Purchased Leave</td>
<td>6 months</td>
<td>6 months</td>
<td></td>
</tr>
<tr>
<td>Compressed Weeks</td>
<td>3 months</td>
<td>3 months</td>
<td></td>
</tr>
</tbody>
</table>

b) If the Voluntary Flexible Working Arrangement is to support caring responsibilities, the University will give genuine consideration to a longer notice period.

c) If a flexible work arrangement is terminated for any reason prior to the completion of the agreed period, payment will be made by either the University or you to balance any shortfall (where applicable).

d) If your employment is terminated during a reduction of employment fraction under this clause for reasons of redundancy, the redundancy shall be calculated proportional to the service fraction over the total period of employment.

e) You may seek a review through the Staff Complaints Policy (as amended or replaced) if your flexible work arrangement is not approved.
5 YOUR CONTRIBUTION AND DEVELOPMENT

What’s in this Section?
- Performance Development;
- Planning, Development and Review (PDR);
- Academic Promotion;
- Workloads;
- Classification Review;
- Broadbanding;
- Special Studies Program; and
- Overseas Conference Leave.

5.1 PERFORMANCE DEVELOPMENT

Performance development encourages the development and maintenance of a productive, positive and harmonious work environment, where staff and supervisors work in partnership to achieve personal and professional goals aligned with the University’s strategic and operational objectives.

5.2 PLANNING, DEVELOPMENT AND REVIEW (PDR)

5.2.1 All staff (other than casuals) will participate in the PDR process.

5.2.2 PDR will have the following objectives:

   a) The PDR enables you and your supervisor to align individual short and longer-term work and development goals with those of the University and your unit;
   b) Ensure role clarity and reach agreement on annual goals of the position;
   c) Provide feedback to you and your supervisor on a regular basis throughout the planning, development and review cycle; and
   d) Determine appropriate training in relation to the position and for career development purposes.

5.2.3 PDR will be:

   a) fair to you and the University;
   b) positive, transparent and accountable;
   c) flexible in resolving problems and to respond to changing circumstances;
   d) evidence based;
   e) focused on improving capabilities of staff and the university to meet their interdependent goals and targets; and
   f) documented to include development needs, and feedback against performance objectives.

5.2.4 PDR is not a punitive process.

5.3 ACADEMIC PROMOTION

   a) The University will hold an annual promotion round for eligible academic staff to apply for promotion.

5.3.1 Eligibility to apply for Promotion

   a) All academic staff members (other than casuals) are eligible to apply for promotion when they believe they have achieved a quality of performance appropriate to the level sought.
b) If your appointment is funded from an external source, your application for promotion may not be considered until the funding body has indicated and confirms that funding can be provided should promotion be recommended.

5.3.2 Promotion Criteria, Assessment Process and Appeal

a) Applying to Levels B and C
You must address the categories of:
   i. teaching (and related duties) including supervision;
   ii. research, scholarship and creative activity; plus one of the following:
   iii. administration, service and leadership in the University; and
   iv. professional activity including service to the community;
   v. unless the application is made as a Special Case as per clause 5.3.2 (c).

b) Applying to Levels D and E
You must address the categories of:
   i. teaching (and related duties) including supervision;
   ii. research, scholarship and creative activity;
   iii. administration, service and leadership in the University; and
   iv. professional activity including service to the community;
   v. unless the application is made as a Special Case as per clause 5.3.2 (c).

c) Applying as a Special Case
   i. If you are appointed to a Research Only position your application for promotion must address the criteria of research, scholarship and creative activity plus one other category.
   ii. If you are employed at less than 0.6FTE your application for promotion may demonstrate and make a case that your agreed duties do not cover all the categories as outlined in clause 5.3.2 (a) or 5.3.2 (b) above.

5.3.3 Promotion Assessment Process

a) The promotion assessment process will be structured so that promotion decisions:
   i. are based on a fair and evidence based assessment of merit;
   ii. maintain academic standards of the University, particularly in the quality of teaching and research, scholarship and creative activity;
   iii. are consistent with the University wide interpretation of classification standards and the University’s statement of mission; and
   iv. are fair, equitable and timely.

b) The assessment process will draw upon sufficient expertise to make a competent assessment of your application.

c) An applicant will not be promoted unless they meet the skill base specified for the academic level to which they are applying.

5.3.4 Appeal

a) If your application for promotion is unsuccessful, you may seek a review of the decision in accordance with clause 8.3 – Review and Appeals Committees.
5.4 WORKLOADS

5.4.1 These principles apply to all staff.

a) The University is committed to:
   i. a fair level and distribution of workload for staff recognising the diversity of the University;
   ii. providing an opportunity for staff to be involved in the process of workload allocation; and
   iii. a transparent process of work allocation that is generally supported by all staff in the work unit.

b) Your workload will be determined on a fair, transparent and consultative basis taking into consideration:
   i. level of appointment and time fraction;
   ii. need to establish a research profile if you are an early career academic member of staff;
   iii. the importance of maintaining an appropriate balance between work and family life.

5.4.2 Professional Staff Workloads

a) Workloads should be discussed as part of Planning, Development and Review.
   i. If you consider that you are being unreasonably expected to carry out additional duties, or
      that the load associated with existing duties has unreasonably increased, the matter should
      be raised with your supervisor.
   ii. Your supervisor will examine the workload concerns in light of the workloads of comparable
       positions elsewhere in the work unit and such other factors as are reasonable.
   iii. If after the examination, as set out in clause 5.4.2 (a) (ii) you still believe that your concerns
       about workload have not been adequately dealt with, you may lodge a staff grievance and
       advance your concerns through clause 8.4 – Staff Grievances, of this Agreement.

b) Professional staff who have a full workload will not experience an overall increase in workload as a result of increased flexibility in teaching periods or organisational change.

5.4.3 Academic Staff Workloads

a) These provisions apply to all academic staff employed on continuing or fixed-term contracts. The duties that can be required of academic staff will be consistent with their level.

b) Academic workload consists of four major components:
   i. Teaching and teaching related activities;
   ii. Scholarship and research;
   iii. Professional and community engagement;
   iv. Administration and professional activity.

c) As a guide; the distribution of workload for fixed-term and continuing academic staff will be:
   i. Teaching and teaching related activities – 40%
   ii. Scholarship and research – 40%
   iii. Administration, professional activity and/or community engagement – 20%

d) The University recognises 1725 hours per annum as the maximum annual allocated hours.

e) Teaching at weekends and public holidays will be scheduled only by the agreement of the staff member and such agreed teaching will be given additional weighting in workload allocations.

f) No academic staff member will be required to teach for more than two main teaching sessions without their agreement and no staff member should experience an overall increase in workload as a result of participation in winter/summer Schools.
g) Some academic staff may hold research intensive or, by agreement, teaching intensive workload allocations, or agree to arrangements whereby the distribution of their workload may be different to that set out in clause 5.4.3 (b) (i) to (iv) and/or clause 5.4.3 (c) (i) to (iii), of this Agreement.

5.4.4 Academic Workload Allocation Model

a) The Head of School will have overall responsibility for developing a workload model in consultation with Heads of Discipline (or functional equivalent) and with the academic staff of the School, including inviting submissions and comments. The Head of School will give consideration to issues raised. Where there are recognised and significant differences in the teaching practices across a School there may be more than one workload model within the School.

b) Workload allocations models will have the following objectives:
   i. An equitable distribution of workload that takes account of the total human and physical resources available within the School/Faculty and the overall work requirements;
   ii. Allocation of reasonable academic workloads;
   iii. Organisation and allocation of work that minimises as far as practical the risk of work related injury or illness, including work related stress;
   iv. Alignment of the individual contribution of the staff member with the academic mission and strategic priorities of the School, Faculty and the University;
   v. The opportunity for a staff member engaged to undertake both teaching and research activities to contribute over time to all of the four areas of academic work, with reference to their career development needs and the School’s needs.

5.4.5 Review

a) If you consider that you are being unreasonably expected to carry out additional duties you should raise this with your supervisor in the first instance. Your supervisor will attend to these concerns in light of the workloads of comparable positions elsewhere in the School.

b) If after this process, you still believe that your concerns about workload have not been adequately dealt with, you may lodge a staff grievance and advance your concerns through clause 8.3.6 (h) – Staff Grievances, of this Agreement.

5.5 CLASSIFICATION REVIEW

This clause only applies to Professional staff.

5.5.1 You or your supervisor may apply for a review of the classification of the position that you occupy if it is believed that the work value of the position has substantially changed.

5.5.2 Human Resources will assess, by reference to the Professional Staff Classification Standards (Schedule 8), factors that might affect a change in classification. The review will normally be completed within four (4) weeks from the date of application for review.

5.5.3 Human Resources may also:

a) Consider benchmarking to enable comparisons against like positions at the University;

b) Request further information from the applicant/incumbent of the position and their Supervisor; and/or

c) Interview the incumbent of the position and their Supervisor.

5.5.4 Each professional staff position will have a position description. The position description will be used as part of the documentation to determine the appropriate classification of a position.

5.5.5 The position description is required to be signed by the immediate Supervisor and the position incumbent indicating that the position description accurately describes the role.
5.5.6 Following its assessment, Human Resources will make a determination of the classification and will provide you with written reasons for the decision. If the determination is to reclassify the position, then you will be paid at the higher salary level from the date of the application for review.

5.5.7 Appeal

You may seek a review of the Human Resources assessment of the classification of the position that you occupy.

Appeals for review must be notified within 10 working days from when you receive advice from Human Resources.

All appeals will be conducted by a Review and Appeals Committee in accordance with clause 8.3.

Your appeal must be in writing to the Deputy Vice-Chancellor and must describe the reasons for the appeal and provide any supporting documentation.

5.6 BROADBANDING

5.6.1 Broadbanding is the classification of a professional staff position across two classification levels. It must be consistent with the following principles:

a) The work demand is ongoing and the work is commensurate with the classification standards.
b) Beneficial to the University.
c) Organisational driven.
d) Not a means to downgrade a position(s).
e) Not to be used as a mechanism to reduce overall staff numbers.
f) Planning, Development and Review (PDR) is one of the processes for assessing performance against the classification standards.
g) Subject to the approval of the relevant Manager in consultation with Human Resources.

5.6.2 Advancement to the higher HEO level is not automatic and will be subject to the demonstrated performance of work, which corresponds to the next level.

5.6.3 The criterion for advancing the staff member to the higher HEO level is based on the skills, knowledge and experience of the staff member in the higher-level role.

5.7 SPECIAL STUDIES PROGRAM

5.7.1 All Academic Staff (excluding casuals) are eligible to participate in the University’s Special Studies Program (SSP) provided their contracts of employment extend beyond the period of special studies for a least an equal period.

5.7.2 The period for which you may seek approval to undertake special studies accrues at the rate of one (1) day per six (6) days of recognised service or 62 days for each calendar year of recognised service, normally to a maximum of 366 days after 6 years of service. The Deputy Vice-Chancellor may in special circumstances approve accrual up to 427 days.

5.7.3 The program will be in accordance with the Policy and or Procedures as amended or replaced.

5.8 OVERSEAS CONFERENCE LEAVE

5.8.1 All Academic Staff (excluding casuals) are eligible to apply to access Overseas Conference Scheme (OCS) provided they are not postgraduate students.
5.8.2 The period of OCS will not normally exceed 15 days for one conference or 21 days for more than one conference.

5.8.3 The Scheme, including financial support, will be in accordance with the Policy and/or Procedures as amended or replaced.
What’s in this Section?
- Notice of Resignation;
- Notice of Termination of Employment;
- Termination for Serious Misconduct;
- Severance Pay;
- Severance Pay – Continuing Research Appointments;
- Unexplained Absence from Work;
- Incapacity to Perform Duties; and
- Voluntary/Involuntary Redundancy.

6.1 NOTICE OF RESIGNATION

6.1.1 Unless you are employed as a casual member of staff, you are required to provide your supervisor with notice in writing of your intended resignation.

6.1.2 If you do not provide the required notice, and there has not been any agreement on amending the requirements detailed in this clause, your salary may be deducted the equivalent of any notice not provided.

6.1.3 The period of notice required will be:

<table>
<thead>
<tr>
<th>Type of Staff</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed-term academic staff on contracts of less than three years duration</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Fixed-term academic staff on contracts of three or more years duration</td>
<td>12 weeks</td>
</tr>
<tr>
<td>Continuing academic staff/Research Appointments</td>
<td>12 weeks or the end of a teaching semester</td>
</tr>
<tr>
<td>HEO 1 through to HEO 6</td>
<td>2 weeks</td>
</tr>
<tr>
<td>HEO 7 through to HEO 9</td>
<td>4 weeks</td>
</tr>
<tr>
<td>HEO 10</td>
<td>12 weeks</td>
</tr>
</tbody>
</table>

6.2 NOTICE OF TERMINATION OF EMPLOYMENT

This clause does not apply to casual staff or staff serving a period of probation.

6.2.1 All decisions to discipline or terminate the employment of a staff member must be in accordance with this Agreement.

6.2.2 Termination of employment means termination at the initiative of the University.

6.2.3 If the University seeks to terminate your employment, you will be provided with notice as set out below or as specified in your contract of employment, whichever is the greater, except where termination of employment occurs for reasons of serious misconduct as defined in clause 6.3, or incapacity to perform duties, where notice will be provided in accordance with clause 6.6.12, of this Agreement.

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>At least 2 weeks</td>
</tr>
<tr>
<td>3 years or more</td>
<td>At least 4 weeks</td>
</tr>
</tbody>
</table>

6.2.4 In addition to this notice, if you are over 45-years of age at the time of giving notice and you have at least two (2) years continuous service with the University, you will receive an additional one (1) week of notice.
6.2.5 In all circumstances, where termination occurs, other than termination for serious misconduct, payment instead of notice will be made if the University does not require you to work out the notice period. Where you are only required to work part of the required notice period, the University will pay out the remainder of the notice period.

6.2.6 Any payments in lieu of notice will be based on your salary at the date of cessation of employment.

6.3 TERMINATION FOR SERIOUS MISCONDUCT

6.3.1 The University may terminate without notice your employment if you have been found to have engaged in serious misconduct such that it would be unreasonable to require the University to continue your employment during a period of notice.

6.4 SEVERANCE PAY

6.4.1 This clause applies if you are engaged on a fixed-term contract to undertake a “Specific Task or Project” or “Research-Only” work.

You will be entitled to the following severance pay if:

a) If you are employed on a second or subsequent fixed-term contract and the same or substantially similar duties are no longer required by the University; or

b) the duties in relation to the work you were employed to perform continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties because you do not meet the requirements of clause 7.3.2(b).

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to the completion of 2-years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>more than 2-years and up to the completion of 3-years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>more than 3-years and up to the completion of 4-years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>more than 4-years and over</td>
<td>8 weeks</td>
</tr>
</tbody>
</table>

c) If the University advises you in writing that further employment may be offered within six (6) weeks of the expiry of your fixed-term contract, then the University may defer payment of severance benefits for a maximum period of six (6) weeks from the expiry of your fixed-term contract.

d) If the University finds acceptable alternative employment for you and you accept, then no severance payment will be made. Where the University offers and you do not accept comparable alternative employment, severance shall not be paid.

6.4.2 Severance Payment (Other)

a) If you are employed on a fixed term contract, you will be entitled to a severance payment as outlined in 6.4.2 (b) if you meet the following criteria.

i. Your employment is not continued in circumstances where you seek to continue that employment; and

ii. You have entered into a second and/or subsequent fixed term contract of employment; and

iii. Your current fixed term contract commenced under the University of Adelaide Collective Agreement 2006 – 2008; and

iv. The reasons for your employment do not match at least one of the categories of fixed-term employment as outlined in clause 7.3 – Limitations on the Use of Fixed Term Contracts, of this Agreement.
(b) Severance Payment

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 years or more and up to the completion of 4 years</td>
<td>4 weeks pay</td>
</tr>
<tr>
<td>4 years or more and up to the completion of 5 years</td>
<td>5 weeks pay</td>
</tr>
<tr>
<td>5 years or more and up to the completion of 6 years</td>
<td>6 weeks pay</td>
</tr>
<tr>
<td>6 years or more and up to the completion of 8 years</td>
<td>7 weeks pay</td>
</tr>
<tr>
<td>8 years or more and up to the completion of 9 years</td>
<td>8 weeks pay</td>
</tr>
<tr>
<td>9 years or more and up to the completion of 11 years</td>
<td>9 weeks pay</td>
</tr>
<tr>
<td>11 years and over</td>
<td>12 weeks pay</td>
</tr>
</tbody>
</table>

(c) If you are advised in writing that further employment may be offered within six weeks of the expiry of your fixed-term contract, then the University may defer payment of the severance benefits for a maximum period of six (6) weeks from the expiry of your fixed-term contract.

d) If the University finds acceptable alternative employment for you and you accept, then no severance payment will be made. Where the University offers and you do not accept comparable alternative employment, severance shall not be paid.

6.5 UNEXPLAINED ABSENCE FROM WORK

This clause applies to all staff other than casuals.

6.5.1 Unexplained absence from work means you have not notified your supervisor of your inability to attend the workplace and you are not on any form of authorised absence e.g. leave, conference attendance.

6.5.2 Unexplained absence from work occurs if you do not attend your place of employment on an ongoing basis without receiving authorisation for the absence or providing a satisfactory explanation for your non-attendance.

6.5.3 If you are absent from duty without prior approval, you or a nominee shall make reasonable attempts to advise the University at the earliest possible time.

6.5.4 Where you are absent from duty without providing notice to your supervisor, or with no approval for your absence; or no apparent reasonable basis for the absence, your supervisor shall take initial steps to contact you by telephone, email or visit you at home.

6.5.5 Where the absence from duty is for a continuous period of five (5) working days and you have failed to contact your supervisor and initial steps by the supervisor to contact you have failed, the University shall send a letter to your last known address by registered mail requesting that you provide reasons for the unauthorised absence. The University shall also advise you that you will be placed on paid leave in accordance with clause 6.5.6 from the commencement of your absence up to a maximum period of 25 working days, or until you return to work, whichever occurs first.

6.5.6 Payment during absence:

a) For the purposes of ‘paid leave’ in clause 6.5.5, your annual leave entitlement shall be used in the first instance.

b) Where you have no annual leave entitlement or the entitlement is exhausted, your long service leave entitlement shall be used.

c) Where you have no entitlement to annual or long service leave or such entitlements are exhausted you will be placed on leave without pay.
6.5.7 If you fail to contact the University either to provide appropriate reasons for the unauthorised absence from duty or return to duty within 25 working days from the commencement of the absence, the University may determine that you have failed to attend for duty and your employment shall cease.

6.5.8 The Vice-Chancellor will advise you in writing that your employment has been terminated effective from the date of the letter.

6.6 INCAPACITY TO PERFORM DUTIES

6.6.1 If your capacity to perform your duties is in doubt, the University may require, in writing, that you undergo a medical examination by a medical practitioner chosen by, and at the expense of, the University. The University will provide you with written notice of not less than eight (8) weeks that a medical examination is required.

6.6.2 If you are required to undergo a medical examination, the report of the examination will be made available to you and the Deputy Vice-Chancellor/Vice-President.

6.6.3 The medical examination will determine whether you are able to perform your duties based on:

   a) your ability to resume your normal duties within the next 12 months; and
   b) the same standards used by your superannuation fund to determine incapacity as far as possible.

6.6.4 If the medical examination determines that you are not able to resume your normal duties within 12 months, the Deputy Vice-Chancellor/Vice-President may recommend to the Vice-Chancellor that your employment be terminated.

6.6.5 Within 10 working days from the date you are advised of the Deputy Vice-Chancellor/Vice-President’s recommendation you may request a review of the medical examination. Pending the outcome of the review, the University will defer any action to terminate your employment.

6.6.6 The review of the medical examination will be undertaken by a Panel comprising three (3) medical practitioners.

6.6.7 The Panel members will be:

   a) One jointly agreed by the Chair and Deputy Chair of the JCC, and;
   b) One nominated by the Chair of the JCC; and
   c) One nominated by you and/or your representative.

6.6.8 The Panel will not include the medical practitioner who made the initial examination.

6.6.9 The Panel’s determination will be forwarded to the Vice-Chancellor, you and your representative, within five (5) working days of the Panel’s final meeting.

6.6.10 At any time in the proceedings, up to a notification from the Vice-Chancellor to terminate your employment, you may apply through your superannuation fund for temporary incapacity or permanent disablement benefit. Such an application will suspend any termination provisions under this clause, subject to the outcome of the superannuation fund assessment.

6.6.11 Termination of employment may occur in the following circumstances; where:

   a) you do not comply with the written request to undertake a medical examination within eight (8) weeks of receiving it; or
b) you do not seek a review of the medical examination which has resulted in the recommendation to terminate employment; or

c) you have applied and not been accepted for incapacity/disablement by your superannuation fund in accordance with clause 6.6.10, of this Agreement.

6.6.12 Where your employment is terminated in accordance with clause 6.6.11 of the Agreement, you will be provided with six (6) months notice of your termination of employment.

6.6.13 The provisions of this clause will not displace or override any existing workers compensation schemes or awards whether state or federal, including WorkCover, or the provisions contained in any workers compensation legislation, which may be enacted.

6.7 VOLUNTARY/INVOLUNTARY REDUNDANCY

This clause only applies to continuing staff.

a) Where reasonably practicable, any reductions in staffing will be effected through the following, but not limited to:

i. natural attrition;
ii. voluntary separations;
iii. pre-retirement contracts;
iv. leave without pay;
v. voluntary conversion to part-time work;
vi. long service leave; or
vii. secondment and internal transfer.

b) Definitions

i. Redundancy and Redundant mean a situation where the position occupied by a continuing staff member is identified as surplus to the University’s requirements.

ii. Voluntary Redundancy occurs when a staff member holding a position that has been declared redundant separates from the University on a voluntary basis.

iii. Retrenchment occurs when a staff member holding a position that has been declared redundant is unable to be redeployed into a suitable continuing position in the University and has not accepted a voluntary redundancy payment.

iv. Years of Service is expressed as completed years of service and calculated from entry into the University until separation, less unpaid leave of absence, expressed as completed years of service.

v. Redundancy payments are based on ordinary pay.

6.7.1 In accordance with clause 7.8 – Major Organisational Change, of this Agreement, the University may decide to declare one or more continuing positions redundant for reasons including, but not limited to, technological, economic, structural or similar nature.

a) If your position has been identified as redundant, you will, as soon as practicable after the University has made the decision, receive notification in writing from the Executive Manager.

b) The University will consult with you, and your representatives if you so choose, about measures to avert or mitigate the effects of the redundancy.

6.7.2 Transition Period

On the date on which your position becomes redundant, you will enter into a transition period of eight (8) weeks during which you can elect to exercise one of the options set out in Options 1, 2 or 3 below.
6.7.3 Option 1 - Voluntary Redundancy

This option is only available when Option 2 - Redeployment and Option 3 - Appeal are not pursued.

If you select a Voluntary Redundancy you agree to receive your Voluntary Redundancy payment and immediately separate from the University.

The Voluntary Redundancy payment will be calculated as follows:

a) Payment in lieu of any unexpired period of the transition period; and
b) Payment in lieu of an entitlement period as detailed below; and

<table>
<thead>
<tr>
<th>Age</th>
<th>Entitlement Period</th>
</tr>
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<tbody>
<tr>
<td>Under 40</td>
<td>18 weeks</td>
</tr>
<tr>
<td>40 to under 45</td>
<td>20 weeks</td>
</tr>
<tr>
<td>45 or over</td>
<td>22 weeks</td>
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</tbody>
</table>

c) Payment of severance pay calculated on the basis of three (3) weeks salary for every year of completed service with this University to a maximum of 56 weeks providing that the sum of clauses 6.7.3 (a) + (b) + (c) will not exceed 82 weeks in total.

d) At the discretion of the University, prior casual service with the University, for the purposes of this calculation, will be reviewed on a case-by-case basis.

If you have had periods of both full-time and part-time employment the calculation in clause 6.7.3 (a) + (b) + (c) will be proportionate to such periods of service.

e) Payment of annual leave, long service leave and annual leave loading, as applicable.

When calculating length of service, service with another organisation will not be taken into consideration.

6.7.4 Option 2 – Redeployment

Before the expiration of the transition period, you may indicate in writing to your Manager that you want to pursue the option of redeployment within the University.

Redeployment options will be pursued during the remainder of the transition period and the entitlement period.

Redeployment Process

a) The University and you will monitor vacancies across the University to determine whether there is a suitable position.

b) The University will endeavour to identify a suitable position where you could be redeployed. No action will be taken to fill the position until you have been assessed against the classification selection criteria to determine their suitability for transfer to the position.

c) The University will consider whether you could perform the duties satisfactorily within a reasonable time, or whether the position is able to be redesigned to accommodate you.

d) If you are redeployed:
   i. You will be relocated on a trial basis for an agreed period, no longer than three months; and
   ii. You will be placed on a retraining program, if required.
   iii. After the trial period, if you are deemed suitable you will be permanently transferred to the position.
iv. If you are placed into a continuing position in accordance with clause 6.7.4 (d) (iii), you will not be entitled to any redundancy payment in relation to your previously held substantive position.

v. If the new position is at a lower classification than your substantive salary position, the salary of the substantive position will be maintained for a period of one (1) year whilst employment continues;

e) At the expiration of the entitlement period, if no suitable position is available you will be retrenched in accordance with clause 6.7.6.

f) Prior to the expiration of the entitlement period you may, seek a review of the Redeployment Process by a Review and Appeals Committee in accordance with clause 8.3.6 (c).

6.7.5 Option 3 – Appeal

In relation to redundancy, before the expiration of the transition period you may, seek a review by a Review and Appeals Committee in accordance with clause 8.3.6 (b).

You must submit a written request outlining your reasons for appeal and any relevant supporting documentation to the Deputy Vice-Chancellor.

6.7.6 Retrenchment

If you have been notified under clause 6.7.1 that your position is redundant and;

a) By the end of the transition period you fail to apply for option 1, 2, 3; or

b) You have not been redeployed and your entitlement period has expired; or

c) Your redundancy and/or redeployment appeals have not been successful;

you will be retrenched.

You will be formally advised in writing from the Vice-Chancellor of your retrenchment.

Upon retrenchment you will receive the balance of payment as described in clause 6.7.3; or where it is mutually agreed, you may work all or a part of the entitlement period and receive upon retrenchment the balance of payment as described in clause 6.7.3.

6.7.7 Re-employment Restriction

Voluntary Redundancy

If you accept a voluntary redundancy, you will not be eligible for re-employment with the University for a period of two (2) years from the date of termination of employment, unless otherwise authorised by the Vice-Chancellor.

Retrenchment

If you have been retrenched, you will not be eligible for re-employment with the University for a period of one (1) year from date of termination of employment, unless otherwise authorised by the Vice-Chancellor.

6.7.8 Staff Initiated Redundancy

If you are a continuing staff member and you believe your position is no longer required by the University, you may apply through your supervisor to the relevant Executive Manager for a Voluntary Redundancy.
7 University Commitments

What's in this Section?
- Joint Consultative Committee;
- Job Security;
- Limitations on the use of fixed-term contracts;
- Workforce data;
- Workplace Wellbeing;
- Aboriginal and Torres Strait Islander (ATSI) Employment;
- Major Organisational Change; and
- Access to your Staff file.

7.1 JOINT CONSULTATIVE COMMITTEE

7.1.1 A Joint Consultative Committee (JCC) comprising representatives of the University management and unions covered by this Agreement as per section 183 of the Fair Work Act 2009 will meet quarterly, or as required to:

a) monitor the ongoing implementation of this Agreement; and
b) review and monitor University policies and procedures that deal with conditions of employment.

7.1.2 Any amendments or variations to policies and procedures proposed in accordance with clause 7.1.1 (b), of this Agreement, will only occur after consultation and discussion with members of the JCC, and the University will have regard to the views of the JCC members before making such variations or amendments.

7.1.3 There will be an equal number of University management and unions representatives on the JCC.

7.1.4 One University management representative will be appointed as the Chair of the JCC and one union representative will be appointed as Deputy Chair.

7.2 JOB SECURITY

The University recognises the importance of job security to staff. To mitigate against the impact of redundancies, the University, wherever possible, will utilise the measures outlined in clause 6.7 (a) and endeavour to use involuntary redundancy as a last resort.

7.3 LIMITATIONS ON THE USE OF FIXED-TERM CONTRACTS

The use of "fixed-term contracts" will be limited to the employment of a staff member engaged in work activity that comes within the description of one or more of the following circumstances:

7.3.1 The University will engage you as a staff member on terms that correspond with one of the employment types described in this section. You may, with the approval of your supervisor, engage in additional work as a casual staff member (as defined in clause 2.1.5 – Casual Employment) in work unrelated to, or identifiably separate from, your normal duties.

a) Specific task or project;

A specific task or project is a definable work activity that has a starting time and that is expected to be completed within an anticipated time frame. It also includes 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) Senior Staff Contracts;

As defined in clause 2.1.6.

c) Research-Only;

Where you will be engaged to undertake research-only functions, you may be engaged for a fixed period not exceeding five years.

d) Replacement staff member;

Where you will be employed for a fixed period to:

i. replace a full-time or part-time staff member for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from their usual work area; or

ii. perform the duties of a vacant position, in which case the initial fixed term must be no longer than 12 months but may be extended for a further period of up to 12 months provided that no later than six (6) months from the date of extension the University commences recruitment action to engage a continuing staff member in the position;

iii. perform the duties of a position the normal occupant of which is performing higher duties pending the outcome of recruitment action for a vacant higher duties position.

e) Recent professional practice;

Where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding two (2) years. Recent practical or commercial experience will normally be within the last two (2) years.

f) Apprenticeship or Traineeship;

An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the relevant State or Territory training authority.

g) Pre-retirement contract;

If you are continuing staff member and you formally advise your supervisor of your intention to retire, a fixed-term contract expiring on or around the agreed retirement date may be negotiated.

The appropriate Executive Manager will have discretion as to whether the application is approved.

A pre-retirement contract will not exceed three (3) years and the minimum loading payable will be 10%. The loading will be superannuable.

At the conclusion of the pre-retirement contract, you will not be re-engaged in paid employment by the University (other than casual employment) for a period of two (2) years from the final date of fixed-term employment.

If you accept a fixed-term pre-retirement contract, you will not be entitled to either a redundancy payment as provided in clause 6.7 of this Agreement or a severance payment.
h) Fixed-term contract employment subsidiary to studentship:

i. Where a person is enrolled as a student other than (i) below, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not coming within the description of another circumstance in the preceding paragraphs of clause 7.3.1, that is work within the student’s academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

- such fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- that an offer of fixed-term employment under this paragraph will not be made on the condition that the person offered the employment undertakes the studentship.
- a full-time student will not be offered a contract of more than 50% fractional time.

i) Higher Degree Research Fellows

i. Fixed-term contracts for a maximum period of one year may be provided for Higher Degree Research (HDR) candidates offered positions as HDR Fellows.

ii. A postgraduate student of the University can apply to be appointed as a HDR candidate at the University. If he/she is enrolled on a full-time basis as an HDR candidate at the University, an offer of a fixed-term appointment as an HDR Fellow will normally be offered for a period of 12 months and may be renewed subject to satisfactory progress.

iii. An HDR Fellow will be responsible to an academic supervisor and may perform up to six hours per week of duties each semester (maximum two semesters per annum) that include duties such as laboratory instruction and demonstrating; giving tutorials; assisting in field trips; assignment and exam marking; being available for student consultation; and giving lectures (not to exceed six per semester).

iv. Where teaching and related duties are required, a six (6) hour load should be considered as the equivalent of:

- two independent lectures or tutorial contact hours; or
- three repeat tutorial contact hours; or
- six laboratory contact hours

v. An HDR Fellow, during the period of his/her appointment, will undertake appropriate training provided by the University, in consultation with the relevant supervising academic.

vi. An HDR Fellow will not be employed for more than 0.5 FTE and will be paid at Level A, Step 1 on commencement.

j) Area under review:

i. Where an area of the University is undergoing a review, a position may be filled on a fixed-term basis up to a period of two years where agreed by the University and the relevant union.

k) New Organisational Area;

“New Organisational Area” means an identifiable work unit performing a function or functions or teaching a program or programs that have not been performed or taught previously and the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the unit.
Notwithstanding the above, “new organisational area” shall also include a unit or group as described above but where the new unit or group is to perform work which has been performed at the University before and where that work is now to be performed at a location not less than 50km from any campus where it is presently being performed.

Fixed-term employment under this category may be used for up to three years from the date of commencement of a new organisational area, and fixed-term positions offered under this category may not be extended or renewed, may only be offered once and will be for a period of no more than 3 years and not less than one year.

l) Sudden and Unanticipated Increase or Decrease in Enrolments;

Where an academic unit experiences a sudden and unanticipated increase or decrease in enrolments, you may be employed on a fixed-term contract of employment, in respect of that work.

Fixed-term employment under this category may be used for up to three years from the date of the sudden and unanticipated increase or decrease in enrolments, and fixed-term positions offered under this category may not be extended or renewed, may only be offered once and will be for a period of no more than 3 years and not less than one year.

m) Disestablished Area;

“Disestablished Area” means an identifiable work unit performing a function or functions or teaching a program or programs the provision of which will cease within a reasonably certain time. Where a final decision has been made to disestablish part or all of an organisational unit, staff may be employed on a fixed-term contract of length equivalent to the length of the phase-out of the unit.

Should the work continue at the end of the proposed phase-out time, the incumbent shall be offered the further work.

n) Teaching Fellowships;

Teaching Fellowship will:

i. be full time, or part time;
ii. have a duration of not less than twelve months and no more than three years; and
iii. comprise a balance of 60% teaching and related activities, 20% scholarship, and 20% administration.

To be eligible for appointment to a Teaching Fellowship, you will:

i. have been employed as a casual academic at the University for at least three teaching semesters during the previous two years; and
ii. have been awarded a PhD or would be likely to have been awarded a PhD by the commencement of the appointment.

During the nominal life of this Agreement, the University will internally advertise at least three Teaching Fellowship positions. Teaching Fellowship positions will be appointed in accordance with the provisions of this sub-clause and the appointments will be made on the basis of an open, competitive and merit-based selection process.
7.3.2 Further Employment

a) Before your contract expires, the University will advise you of whether or not there is a continuing need for the position.

b) Where the University advises you that there is a continuing need for the position, you will be given further employment in the position provided that:
   i. you were employed in the relevant position through a competitive and merit-based selection process; and
   ii. you have performed satisfactorily in that position.

c) If you are currently employed on a fixed term contract that was made prior to this Agreement, your contract will not change. Any new contract must be made in accordance with this Agreement.

7.3.3 Notice Periods

Notwithstanding any entitlement available to you under your contract of employment, or under this Agreement on account of your continuous service, you will be entitled to the following notice period:

a) If you are a fixed-term staff member, engaged on a fixed-term contract to work for the circumstances described in clause 7.3.1 (a), or clause 7.3.1 (c) of this Agreement, the University will provide you with its intention to renew, or not to renew, your employment with the University upon the expiry of your contract. Notice provided will be:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
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</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 Years or over</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

If you are over the age of 45 years at the time the University gives you notice in accordance with this clause, and provided that you have at least two years continuous service, you will be entitled to an additional week’s notice.

b) The University may at its option provide payment in lieu for all or part of the notice period.

7.4 WORKFORCE DATA

7.4.1 Upon request, the University will provide the unions covered by this Agreement with staffing figures as published to the Department of Education, Employment and Workplace Relations in the 31 March census.

7.5 WORKPLACE WELLBEING

7.5.1 It is the University’s responsibility to provide a safe, healthy, pollution-free working environment in accordance with standards not less than those prescribed by relevant Australian legislation.

If your supervisor has a reasonable concern that you are unfit to perform your duties so as to constitute a risk to yourself, other staff members, students or property in relation to your employment, he/she will discuss their concerns with you. Following this discussion you may be required to undergo a medical examination to determine your suitability to continue with your duties;

a) Pending the outcome of the examination, your supervisor may direct you not to attend the workplace until such time as your medical practitioner confirms in writing that you are fit to undertake your normal duties.

b) If you are directed not to attend the workplace, your supervisor will discuss with you the appropriate type of leave for this period.
7.5.2 Where you are required to undergo a medical examination pursuant to clause 7.5.1 of this Agreement, the University will be required to meet the cost of the medical examination.

7.6 **ABORIGINAL AND TORRES STRAIT ISLANDER (ATSI) EMPLOYMENT**

7.6.1 The University is committed to the continued development and implementation of its Aboriginal and Torres Strait Islander Employment Strategy.

7.6.2 An Aboriginal and Torres Strait Islander Employment Advisory and Monitoring Committee will include:

a) Deputy Vice-Chancellor (as Chair);

b) An Executive Dean;

c) Dean, Aboriginal and Torres Strait Islander Education: Wilto Yerlo;

d) Two Aboriginal and Torres Strait Islander staff members nominated and elected from that cohort of staff.

This Committee will act as an advisory and consultative committee and will monitor and provide advice on implementation of the Strategy referred to in clause 7.6.1, as well as play a role in the regular review of the Strategy. This Committee will consult with Aboriginal and Torres Strait Islander staff members, and members of a Community Liaison Network regarding changes to the Aboriginal and Torres Strait Islander Strategy.

7.6.3 The Committee will arrange for establishment of a Community Liaison Network through a call for expressions of interest to Aboriginal and Torres Strait Islander community members in South Australia. All those who express an interest will be deemed to be part of the Community Liaison Network.

7.6.4 The University is committed to fund an increase in its current Aboriginal and Torres Strait Islander staff profile by at least two (2) new staff positions per year, preferably being at least one academic and one professional staff position.

7.6.5 The unions may request from the Director, Human Resources, an annual update on the new Aboriginal and Torres Strait Islander positions established in that year and the overall number of positions.

7.7 **MANAGEMENT OF SCHOOLS AND DISCIPLINES**

**HEAD OF SCHOOL**

7.7.1 A Head of School will be appointed for a period of up to 5 years.

7.7.2 The Executive Dean, in consultation with School staff, can recommend a further period of appointment upon the expiration of the first term of office.

**SELECTION PROCESS FOR HEAD OF SCHOOL**

7.7.3 The Executive Dean will consult with the Faculty Heads of School and where applicable the relevant Discipline Heads as to whether an internal or external process will be adopted as part of the selection process.

7.7.4 The Selection Committee for the appointment of Heads of School may comprise the following:

a) Vice-Chancellor and President (or delegate) as convenor;

b) Deputy Vice-Chancellor (or delegate);

c) Executive Dean;

d) Another Head of School from the Faculty;
Three senior academic staff members from within the School appointed after open consultation within the School;
A member of the professional staff of the School; and
If the Executive Dean deems it necessary, a Head of School from another Faculty, or an external person to the University of Faculty with relevant expertise;
Any other staff member or student the Vice-Chancellor deems appropriate.

7.7.5 The Vice-Chancellor will appoint the Head of School.

**DISCIPLINE HEAD**

7.7.6 Where the University seeks to provide additional academic leadership within a multi-discipline School of the Faculty, it may seek to appoint, through an election process, a Discipline Head within the relevant discipline.

7.7.7 The Discipline Head reports to the Head of School.

7.7.8 Candidates eligible for election as Discipline Head will normally be drawn from staff that have attained the status of Senior Lecturer or above and are employed at least 0.8 FTE by the University.

7.7.9 Discipline Heads may be appointed for a period of up to 3 years.

7.7.10 Before the election of a Discipline Head, the Head of School, in consultation with the Executive Dean will give all staff members of the Discipline details of the:

a) Goals, duties, responsibilities and characteristics required of the incoming Discipline Head as contained in the Role Statement; and
b) Responsibility loading and resources to be made available to the incoming Discipline Head, if applicable; and
c) General basis on which the performance of the Discipline Head will be assessed.

7.7.11 The process of electing a Discipline Head will be set out in a University Procedure dealing with the nomination of candidates, the type of ballot cast and the method of determining a successful candidate for the role.

7.7.12 The Executive Dean approves the Discipline Head’s appointment and length of appointment on the advice from the Head of School.

**7.8 MAJOR ORGANISATIONAL CHANGE**

7.8.1 For the purpose of this Agreement, major organisational change is characterised by, but not limited to, significant changes to the:

a) composition or profile of a School/Branch;
b) size or operation of the University;
c) skills/capabilities required of staff;
d) hours of operation;
e) major technological change;
f) Initiatives which may invoke involuntary redundancy and/or outsourcing.

7.8.2 General Principles

a) Throughout any change process the University will explore options and wherever reasonably practicable, adopt measures to avert job losses.
b) Staff members who are affected by major organisational change can be assisted or represented by a representative (as defined in Schedule 1 – Definition and Glossary of Terms) or union.

c) Affected staff members and the relevant unions will be provided with an opportunity to respond at all stages of the change process.

This clause sets out the stages to be followed in the development of workplace change proposals. While affected staff will be consulted, minor workplace changes may be made through a less formal process.

7.8.3 **Major Organisational Change Process**

a) **Stage One - Information**

Where the University proposes a major organisational change, the University will consult with the affected staff members and the relevant unions in advance of commencing any change process by providing information about the need for change and the development of a change process.

b) **Stage Two - Formal Consultation**

The University will consult in writing with affected staff members and the relevant unions, by providing relevant information about the proposed changes. This information will include:

i. the nature of the changes and the reasons for change;
ii. the anticipated effects upon the staff members;
iii. a proposed timeline for consultation;
iv. any other relevant information of which they should be made aware.

Following the provision of written documentation about the proposed changes, the University will convene a meeting for the purpose of allowing staff and the relevant unions to provide feedback on the change proposals. There will be at least 10 working days notice of the meeting to allow for maximum staff participation.

The University shall provide prompt and demonstrable consideration to matters raised by staff members and the applicable unions in relation to the change proposal.

c) **Stage Three - Decision and Implementation**

When a decision is taken to proceed with a major organisational change proposal, the University will notify the affected staff member and the relevant staff representatives/unions and consult with them about the implementation of that change.

Where the proposed change will result in a loss of position(s), staff members directly affected will be provided with 10 working days to submit an expression of interest in any of the measures referred to in clause 6.7 (a) of this Agreement.

7.9 **ACCESS TO YOUR STAFF FILE**

7.9.1 You will be able to view and copy material from your staff file by arrangement with Human Resources.

7.9.2 You shall be advised of any adverse reports or documents relating to performance placed on that file.
8 WORKING EFFECTIVELY

What’s in this Section?
- Unsatisfactory performance;
- Disciplinary Procedures for Misconduct/Serious Misconduct;
- Review and Appeals Committees;
- Staff Grievances; and
- Dispute Settlement procedures.

8.1 UNSATISFACTORY PERFORMANCE

a) A supervisor must take reasonable steps to resolve instances of unsatisfactory performance by one or more of the following: guidance, counselling and appropriate staff development, or appropriate work allocation.

b) If performance improves to a satisfactory level at any stage as detailed in 8.1.1, 8.1.2 and 8.1.3, and is maintained for a period of six (6) months then the matter will be considered closed.

c) You have a right to be represented, if you so choose, at any stage during the process.

8.1.1 First Counselling Session

a) Where a supervisor is able to demonstrate that your performance is unsatisfactory, they shall first have a discussion with you to provide details of such concerns, the required improvements and the appropriate timeline for addressing the issues. This counselling session must be documented as a record of what was discussed and a copy given to you.

b) If at this stage or any subsequent stage of the process for dealing with unsatisfactory performance you do not acknowledge that there is a performance problem or you are not willing to provide a commitment to improve your performance, your supervisor is not obliged to follow 8.1.2 and 8.1.3 and may make a formal report in accordance with clause 8.1.4.

8.1.2 Second Counselling Session

a) If your performance continues to be unsatisfactory following the first counselling session, your supervisor will counsel you on the improvement required and set a first formal period of review within which reasonable improvement will be expected.

b) A record of the counsel will be documented and a copy given to you including a proposed Performance Improvement Plan (PIP), which may provide for training and development and/or mentoring to assist you in improving your performance. The PIP will include the establishment of specific objectives. You will have 10 working days from the date of receipt of the counsel to respond to the supervisor and raise any mitigating circumstances.

c) On receipt of the response the supervisor will meet with you to discuss the response and review and finalise the PIP, which must in its final form contain reasonable and achievable goals. The record of the counsel, your response (if any) and the final improvement plan will be placed on official record.

8.1.3 Third Counselling Session

a) If there is no improvement after the review period, established in accordance with clause 8.1.2, your supervisor will meet with you to discuss the performance issues.

b) If the supervisor believes that you are unlikely to meet the performance standards they may discuss alternative strategies. These may include, but are not limited to, transferring or redeploying you to a position at the same or lower classification level. Any strategy must be mutually agreed.

c) If you do not agree with the alternative strategies, your supervisor will counsel you on the improvement required and set a second formal review period within which an improvement will be
expected against reasonable targets and measures. Normally, the second period of review will be of similar duration as that set out in clause 8.1.2. Regular feedback on performance should occur during this period.

d) A record of the counsel will be documented and a copy given to you. You will have 10 working days from the date of receipt of the counsel to respond to your supervisor and raise any mitigating circumstances. The record of counsel and your response (if any) will be placed on official record.

8.1.4 Recommendation to the Deputy Vice-Chancellor/Vice-President

a) Where your supervisor believes that counselling has not produced the desired improvement in performance, your supervisor will provide a written report through the Executive Manager to the Deputy Vice-Chancellor/Vice-President that your performance is unsatisfactory. Such a report will state clearly the aspects of your performance established as unsatisfactory, the attempts to remedy the problem, any mitigating circumstances, and the recommended disciplinary action (as defined) and provide any supporting material.

b) Your supervisor will provide you with a copy of the report and supporting material at the time it is submitted. You are entitled to 10 working days from the date of receipt of the report to respond in writing to the Deputy Vice-Chancellor/Vice-President.

8.1.5 Disciplinary Action

a) Upon receipt of your supervisor’s report and any written response from you, the Deputy Vice-Chancellor/Vice-President must be satisfied of the following:
   i. Appropriate steps have been taken to bring the unsatisfactory nature of performance to your attention;
   ii. An adequate opportunity to respond was given;
   iii. Any response was taken into account; and
   iv. A reasonable opportunity was afforded to remedy the performance problem.

b) The Deputy Vice-Chancellor/Vice-President will then advise you in writing of what action they will be taking. It may mean one of the following, but is not limited to:
   i. Take no further action and advise you in writing;
   ii. Refer the matter back to your supervisor to ensure that clauses 8.1.2 and 8.1.3 are complied with in substance and in a manner appropriate to the circumstances; or
   iii. Take disciplinary action as provided for in this Agreement.

c) For all disciplinary action other than termination of employment, the Deputy Vice-Chancellor/Vice-President will advise you in writing of their determination. If you do not lodge an appeal within 10 working days from the date of receipt of the written advice, the disciplinary action will take effect as advised.

Termination of Employment

d) For termination of employment, the Deputy Vice-Chancellor/Vice-President will advise you in writing of their recommendation to the Vice-Chancellor. If you do not lodge an appeal within 10 working days from the date of receipt of the written notice, the Vice-Chancellor will write to you advising you that your employment with the University will be terminated.

e) Further to clause 8.1.5 (d) you will be given written notice by the Vice-Chancellor, as specified in your contract of employment or as set out in clause 6.2 (whichever is the greater), that your employment will be terminated or you will receive payment in lieu of notice for part or all of the notice period.
8.1.6 Appeal

a) You may, within 10 working days from the date of receipt of the advice in clause 8.1.5 (c) or clause 8.1.5 (d), seek a review by a Review and Appeals Committee in accordance with clause 8.3. You must submit a written request outlining the reasons for the appeal and any relevant supporting documentation to the Deputy Vice-Chancellor/Vice-President.

8.2 DISCIPLINARY PROCEDURES FOR MISCONDUCT OR SERIOUS MISCONDUCT

You have the right to be represented, if you so choose, at any stage during the process.

8.2.1 Definitions

a) Misconduct means:
   i. Negligence in the performance of the duties of the position held; or
   ii. Misbehaviour (which shall include favouritism); or
   iii. Conduct in breach of the staff member’s contract of employment or the University’s policies, regulations or procedures that does not constitute serious misconduct.

b) Serious Misconduct means:
   i. Serious misbehavior of a kind which constitutes a serious impediment to carrying out of a staff member’s duties or to a staff member’s colleagues carrying out their duties; or
   ii. Serious dereliction of duties; or
   iii. Conviction by a court of an offence which constitutes a serious impediment to the carrying out of a staff member’s duties or to a staff member’s colleagues carrying out their duties.

c) ‘Research Misconduct’ means fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research, failure to declare or manage a serious conflict of interest, and 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. It also includes the willful concealment or facilitation or research misconduct by others.

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) ‘Serious Research Misconduct’ means conduct that is alleged to be Research Misconduct, but where the consequences of the alleged action result in serious harm to the University, or other staff, students or visitors, and the conduct is characterised by a reckless and willful disregard for the consequences of the alleged conduct.

e) In this clause where the term misconduct/serious misconduct is used, it will include research misconduct/serious research misconduct.
8.2.2 Suspension

a) At the time of notifying you of the allegations made against you, or in accordance with 8.2.2(a) (iii), you may be suspended with or without pay. You may be suspended from duty for alleged conduct where:
   i. the alleged misconduct/serious misconduct is of a nature that causes imminent and serious risk to the health and safety of a person; and/or
   ii. Your continued presence on campus presents a serious risk either to the University, its staff and/or students; and/or
   iii. You refuse or fail to respond to the allegations presented to you in accordance with this clause.

b) Any such suspension as set out in clause 8.2.2 will be subject to the following:
   i. Where suspension without pay occurs at a time when you are on paid leave, you will continue to receive your ordinary pay for the period of that leave; or
   ii. Where a matter is referred to a Review and Appeals Committee, the Committee may make a recommendation to the Deputy Vice-Chancellor/Vice-President to determine whether suspension without pay will continue;
   iii. You may engage in paid employment or draw on any annual leave or long service leave credits for the duration of the suspension without pay; or
   iv. The Executive Manager may at any time direct that salary be paid on the grounds of hardship.
   v. If you have been suspended without pay, pending the decision of the Vice-Chancellor, at the conclusion of this process, the Vice-Chancellor may decide whether any lost income will be reimbursed.

c) During any period of suspension you may be excluded from the University provided that you will be permitted reasonable access to the University for the preparation of your response and to collect personal property.

8.2.3 Investigation and Response to Allegations

a) The Executive Manager will make a preliminary assessment of any allegations of misconduct or serious misconduct.

b) If the Executive Manager believes such allegations warrant further investigation, you will be notified in writing and in sufficient detail to enable you to understand the precise nature of the allegations, and to properly consider and respond to them. Such notice may also include suspension in accordance with clause 8.2.2.

c) You will have 10 working days from the date of receipt of the Executive Manager’s notification of the allegations in which to respond in writing.

d) If you deny the allegations and the Executive Manager finds that there has been no misconduct, you will be advised in writing that the matter has concluded and no further action will be taken.

e) If you admit to the allegations and the Executive Manager finds that the conduct amounts to misconduct/serious misconduct, the Vice-Chancellor shall advise you in writing of his/her decision and the operative date of any disciplinary action.

f) If you deny the allegations in full or part, or no response is received, the Executive Manager may initiate a formal investigation or make a recommendation to the Deputy Vice-Chancellor/Vice-President in accordance with clause 8.2.4.

8.2.4 Misconduct/Serious Misconduct Report

a) The Executive Manager will forward a written report and any response from you to the Deputy Vice-Chancellor/Vice-President. The report will detail the allegation(s) of misconduct/serious misconduct, any mitigating circumstances, the recommended disciplinary action and provide any supporting material.
b) You will be provided with a copy of the report and supporting material relied on, at the time it is submitted to the Deputy Vice-Chancellor/Vice-President.

c) A staff member choosing to respond must do so in writing to the Deputy Vice-Chancellor/Vice-President within 10 working days from the date of receipt of the report.

d) If after receipt of the Executive Manager’s report and any response from the staff member, the Deputy Vice-Chancellor/Vice-President is of the view that there has been no misconduct or serious misconduct, they will advise the staff member in writing and the matter will be closed.

8.2.5 Disciplinary Action

a) For all disciplinary action other than termination of employment, the Deputy Vice-Chancellor/Vice-President will advise you in writing of their determination.

b) For termination of employment, the Deputy Vice-Chancellor/Vice-President will advise you in writing of the proposed recommendation to the Vice-Chancellor.

c) You will be provided with payment in lieu of the notice specified in your contract of employment or as set out in clause 16 (whichever is the greater).

8.2.6 Review/Appeal

You may within 10 working days of receiving the advice in clause 8.2.5 (a) or clause 8.2.5 (b), seek a review by a Review and Appeals Committee in accordance with clause 8.3.6 (d). You must submit a written request outlining your reasons for the review and any relevant supporting documentation to the Deputy Vice-Chancellor/Vice-President.

8.3 REVIEW AND APPEALS COMMITTEE

8.3.1 Where a Committee is established by the Deputy Vice-Chancellor for the purpose of an Appeal or a Review under this Agreement, the Committee will be comprised as follows:

The Review and Appeals Committee shall consist of three members:

(a) a chairperson agreed between the Deputy Vice-Chancellor and the relevant union.

(b) a person from within the University chosen by the Deputy Vice-Chancellor; and

(c) a person from within the University nominated by the relevant union.

Members of a Review and Appeals Committee must not represent the interests of either the University or the staff member.

8.3.2 The Committee members:

a) Will not have a personal or professional interest in the outcome; and

b) Will not have been involved in any way in the process.

8.3.3 The Committee will convene no later than 10 working days from the date of receipt of the request from the affected staff member, unless the Deputy Vice-Chancellor and the affected staff member mutually agree an alternate timeframe.

8.3.4 You have a right to be represented, if you so choose, at any stage during the process.

8.3.5 Committee Proceedings

The Review and Appeals Committees must:

a) act quickly, fairly, impartially, and confidentially;

b) only consider the case brought before it in the light of the grounds for review;
c) provide a reasonable opportunity for the University and staff member and if they so wish, their representatives, to:

i. make representations and answer any matters in person or in writing; and
ii. present to the committee and challenge evidence.

d) consider all the material relevant to the matter, including all material considered in any initial investigation, and any other material it thinks fit;
e) permit the University and staff member and if they so wish, their representatives, to be present at all hearings where evidence is taken or submissions are being made;
f) at the request of the staff member or the University, keep an audio recording of the proceedings, but not its deliberations, which will be made available on request to either party;
g) provide reasons to the Vice-Chancellor; and
h) provide a report in accordance with clause 8.3.7.

8.3.6 The Review and Appeals Committees will have the following terms of reference:

a) Professional Staff Classification Review

To review a determination made by the Human Resources Branch.

b) Involuntary Redundancy

i. To review whether the redundancy was genuine. A genuine redundancy is where the University no longer requires the position to continue because of changes in operational requirements.
ii. To review whether fair and objective criteria were used to select positions for redundancy;
iii. To review whether genuine and adequate consultation was entered into and adequate consideration was given to measures to avert or mitigate the adverse affects of the termination; and
iv. To review whether the University acted fairly, properly and in accordance with the principles of natural justice in making the decision to terminate, including whether the decision was in any way discriminatory.

c) Redeployment

To review whether a genuine attempt has been made to redeploy the staff member.

d) Misconduct/ Serious Misconduct

i. To review whether clause 8.2 was properly followed;
ii. To review whether there is sufficient evidence to support the finding of misconduct or serious misconduct; and

iii. To review whether the recommended disciplinary action is commensurate with the level of misconduct or serious misconduct.

e) Academic Promotion

To review whether there was non-compliance with the Policy/Procedures (as amended or replaced) and such non-compliance amounted to a serious defect in the assessment of merit.

f) Probation, Tenure and Confirmation

i. To review whether clause 2.2.6 was properly followed;

ii. To review whether there is sufficient evidence to support the decision; and

iii. To review whether the recommended action is commensurate with the level of performance.

f) Probation, Tenure and Confirmation

i. To review whether clause 2.2.6 was properly followed;

ii. To review whether or not the performance is unsatisfactory; and

iii. To review whether the recommended disciplinary action is commensurate with the level of unsatisfactory performance.

g) Unsatisfactory Performance

i. To review whether clause 8.1 was properly followed;

ii. To review whether or not the performance is unsatisfactory; and

iii. To review whether the recommended disciplinary action is commensurate with the level of unsatisfactory performance.

h) Staff Grievances

The Review and Appeals Committee will review whether:

i. the Staff Complaints Policy (as amended or replaced) was properly followed;

ii. the proposed resolution satisfactorily resolves the grievance;

iii. there may be an alternative resolution;

iv. the matter should be addressed under the relevant University disciplinary processes or other University policy.

8.3.7 The Review and Appeals Committee’s Report

a) The Review and Appeals Committee will provide a report of its findings to the Vice-Chancellor within five (5) working days of its final meeting.

b) The Review and Appeals Committee does not have any decision-making authority.

8.3.8 Actions by the Vice-Chancellor

a) Upon receipt of the Review and Appeals Committee’s report, the Vice-Chancellor will:

i. Uphold or dismiss the recommendation of the Review and Appeals Committee; and/or

ii. Where appropriate, determine the process for reconsidering the matter, which is the subject of the review/appeal; and/or

iii. Take any appropriate disciplinary action in accordance with this agreement.

b) In taking an action in accordance with this clause, the Vice-Chancellor shall have due regard to the recommendations of the Review and Appeals Committee report and shall advise the aggrieved staff member and other relevant persons of the decision and the reasons for the decision and provide a copy of the Review and Appeals Committee report.

c) All actions of the Vice-Chancellor will be final, except that nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal.
8.4 STAFF GRIEVANCES

8.4.1 As part of the University’s commitment to a supportive work environment, you have access to the Staff Complaints Policy (as amended or replaced) as a mechanism for attempting to resolve workplace grievances.

a) The Policy allows the University to deal with complaints from staff members about the behaviour of other staff members, or matters that adversely affect your ability to work productively in a positive environment and includes complaints relating to unlawful discrimination, harassment, victimisation or bullying.

8.4.2 Review

a) You may, within 10 working days from the date of receiving of a proposed resolution to your grievance, seek a review by a Review and Appeals Committee in accordance with clause 8.3. You must submit a written request outlining your reasons for seeking a review and any relevant supporting documentation to the Deputy Vice-Chancellor.

8.5 DISPUTE SETTLEMENT PROCEDURES

a) It is agreed that the University, the Unions and all staff have an interest in the proper application of this Agreement and in minimizing disputes about the proper application of the Agreement.

b) Subject to clause 8.5 (c), this procedure shall apply to any dispute raised by a Union, a staff member or the University regarding the application of this Agreement or the National Employment Standards (NES) in the Fair Work Act 2009.

c) Where an agreed mechanism already exists in this Agreement or University policy, procedures or guidelines which specifically deal with the resolution of disputes or appeals, a dispute will not be notified under this clause unless the dispute is about the proper application of those procedures.

d) A staff member involved in the dispute will be entitled to be represented by a representative at any and all stages of this procedure.

8.5.1 Stage One

a) All disputes shall be formally notified to the Director, Human Resources and copied to the supervisor in writing and in sufficient detail for the nature of the dispute to be identified and propose any resolution(s).

b) Reasonable attempts will be made to resolve the matter at the local level by the people involved and their representatives if they so choose.

c) If the dispute remains unresolved within five working days (or a longer period if mutually agreed) of it being notified in Stage One, the dispute may be escalated to Stage Two.

8.5.2 Stage Two

a) At this stage of the procedure, the affected party, a senior manager, the Director Human Resources and, if relevant, a union representative will attempt to resolve the dispute within five working days (or a longer period if mutually agreed).

8.5.3 Stage Three – Referral to Fair Work Australia (FWA)

Should the dispute not be resolved by the processes referred to in clauses 8.5.1 and 8.5.2 or if any party to the dispute refuses to engage in the processes referred to in those clauses, the matter may be referred to FWA by either party to the dispute.
FWA may resolve the dispute to the extent that it relates to the application of this Agreement, or the NES, by the processes of conciliation and/or arbitration and may access the procedural and other powers conferred to it under the *Fair Work Act 2009*.

The parties covered by this Agreement will implement any decision of FWA.

8.5.4 Work to Continue during the Dispute

The parties to the dispute agree that until the procedures described in this clause have been exhausted:

(a) work shall continue in the normal manner; and
(b) management shall not make any change that may deny the staff member(s) concerned an appropriate remedy to the dispute;
(c) no action will be taken that is likely to exacerbate the dispute.

Clause 8.5.4 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 appropriately followed.

8.5.5 Alternative dispute resolution procedure

Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than FWA for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute, made by the agreed person or body.
**SCHEDULE 1:  DEFINITIONS AND GLOSSARY OF TERMS**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>The University of Adelaide Enterprise Agreement 2010 - 2013.</td>
</tr>
<tr>
<td>Area</td>
<td>A school, faculty, or branch.</td>
</tr>
<tr>
<td>Consultation</td>
<td>Discussions between the University and staff, with the views expressed by both parties, taken into account before any final decisions are made by the University.</td>
</tr>
<tr>
<td>Continuous Service</td>
<td>Employment where there has been no break in employment or term of engagement for a period of no greater than eight (8) weeks.</td>
</tr>
<tr>
<td>Continuous Service – Maternity/Adoption Leave</td>
<td>Employment will be considered continuous for the purposes of eligibility for maternity/adoption leave where breaks in service do not exceed eight weeks.</td>
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<tr>
<td>Disciplinary Action</td>
<td>Action taken by the University to discipline a staff member for unsatisfactory performance, misconduct or serious misconduct will be limited to: (a) formal censure or counseling; or (b) demotion by one or more classification levels or increments; or (c) withholding of an increment; or (d) suspension with or without pay; or (e) termination of employment (excluding misconduct).</td>
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<tr>
<td>Executive Manager</td>
<td>Deputy Vice-Chancellors, Vice President(s), Pro Vice-Chancellors, Executive Deans, Director Human Resources or a person acting in these positions.</td>
</tr>
<tr>
<td>Family Member</td>
<td>Family Member means a relative by blood, marriage, adoption, fostering, traditional kinship or a person in a bona fide domestic, de facto or household relationship; and A child, parent, grandparent, grandchild or sibling of a de facto partner.</td>
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<tr>
<td>Ordinary Rate of Pay</td>
<td>Refers to a staff member’s substantive classification rate of pay, and does not include incentive-based payments and bonuses, loadings (other than clinical loadings), monetary allowances, overtime or penalty rates.</td>
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<td>Outsourcing</td>
<td>Outsourcing is the movement of a function (in-part or in-whole) inside the University to an entity (which may include a sole trader) outside it and includes the creation of a contract for services (expressed or implied) between the University and the outside entity in circumstances where the work to be performed under the contract for services was work performed by staff of the University prior to the creation of the contract for services.</td>
</tr>
<tr>
<td>Recognised Service for the purposes of Special Studies Program</td>
<td>Recognised Service means prior continuous service with the University of Adelaide, or another institution of higher education (or equivalent), where that institution operates a Special Studies Program (or an equivalent program).</td>
</tr>
<tr>
<td>Redeployment</td>
<td>The transfer by the University of a staff member, whose position has been declared redundant, into a suitable position.</td>
</tr>
<tr>
<td>Representative</td>
<td>For any matter arising out of the application of this Agreement, an affected staff member may request assistance or representation by a union or a person of his/her choice provided that the individual is not a practicing solicitor or barrister for internal processes.</td>
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<tr>
<td>Senior Manager</td>
<td>As detailed in Schedule 4 - Professional Staff Salaries</td>
</tr>
<tr>
<td>Staff Member</td>
<td>A person employed by the University of Adelaide.</td>
</tr>
<tr>
<td>Voluntary Redundancy</td>
<td>Voluntary Redundancy occurs when a staff member holding a position that has been declared redundant separates from the University on a voluntary basis.</td>
</tr>
<tr>
<td>Retrenchment</td>
<td>Retrenchment occurs when a staff member holding a position that has been declared redundant is unable to be redeployed into a suitable continuing position in the University and has not accepted a voluntary redundancy payment.</td>
</tr>
<tr>
<td>Working Day</td>
<td>Monday to Friday excluding public holidays.</td>
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<tr>
<td>You</td>
<td>Refers to a staff member employed by the University of Adelaide and covered by this Agreement.</td>
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SCHEDULE 2: ACADEMIC STAFF SALARIES

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<tr>
<th>Level</th>
<th>Administrative increase paid on 20 June 2009 (4.5% increase)</th>
<th>Administrative increase paid on 3 July 2010 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2011 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2012 (3% increase)</th>
<th>To be paid on first full pay period on or after 31 Dec 2012 (4.5% increase)</th>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$139,130</td>
<td>$143,304</td>
<td>$147,603</td>
<td>$152,031</td>
<td>$158,872</td>
</tr>
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</table>

CLINICAL | $24,083 | $24,805 | $25,549 | $26,315 | $27,499 |
PARA-CLINICAL | $16,080 | $16,562 | $17,059 | $17,571 | $18,362 |
PRE-CLINICAL | $12,058 | $12,420 | $12,793 | $13,177 | $13,770 |
DENTAL | $12,058 | $12,420 | $12,793 | $13,177 | $13,770 |

* Appointment with PhD paid no lower than the 6th increment of Level A.
### SCHEDULE 3: CASUAL ACADEMIC STAFF SALARIES

<table>
<thead>
<tr>
<th>Lecturing Rate &amp; Higher marking rate</th>
<th>Administrative increase paid on 20 June 2009 (4.5% increase) (23% loading)</th>
<th>Administrative increase paid on 3 July 2010 (3% increase) (25% loading)</th>
<th>To be paid on first full pay period on or after 30 June 2011 (3% increase) (25% loading)</th>
<th>To be paid on first full pay period on or after 30 June 2012 (3% increase) (25% loading)</th>
<th>To be paid on first full pay period on or after 31 Dec 2012 (4.5% increase) (25% loading)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level B/2</td>
<td>$47.92</td>
<td>$50.16</td>
<td>$51.67</td>
<td>$53.22</td>
<td>$55.61</td>
</tr>
<tr>
<td>Level A/2</td>
<td>$34.18</td>
<td>$35.78</td>
<td>$36.85</td>
<td>$37.96</td>
<td>$39.67</td>
</tr>
<tr>
<td>Level A/6</td>
<td>$40.88</td>
<td>$42.79</td>
<td>$44.07</td>
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<td>$47.44</td>
</tr>
<tr>
<td>Clinical Loading</td>
<td>$15.19</td>
<td>$15.90</td>
<td>$16.38</td>
<td>$16.87</td>
<td>$17.63</td>
</tr>
</tbody>
</table>

### Lecturing (per session)

A casual staff member required to deliver a lecture (or equivalent delivery through other than face to face teaching mode) of a specified duration and provide directly associated non-contact duties in the nature of preparation, reasonable contemporaneous marking* and student consultation will be paid at a rate for each hour of lecture delivered, according to the table below.

The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of seven (7) days and any marking and student consultation reasonably contemporaneous with it.

The term ‘lecture’ will mean any education delivery described as a lecture in a course or program outline or in an official timetable issued by the University.

* reasonable contemporaneous marking* means marking that is consequential to, or originates from assignments, work or exams set within a given lecture, tutorial or demonstration but does not include marking of course wide examinations, essays or other assessment tasks.

### TUTORIALS (per session)

A casual staff member required to deliver or present a tutorial (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, reasonable contemporaneous marking* and student consultation will be paid at a rate for each hour of tutorial delivered or presented, according to the table below.

The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of seven (7) days and any marking and student consultation reasonably contemporaneous with it.

The term ‘tutorial’ will mean any education delivery described as a tutorial in a course or program outline or in an official timetable issued by the University, except in relation to musical activities.

* reasonable contemporaneous marking* means marking that is consequential to, or originates from assignments, work or exams set within a given lecture, tutorial or demonstration but does not include marking of course wide examinations, essays or other assessment tasks.
### Table: New Pay Rates

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Time</th>
<th>June 2009 Increase</th>
<th>July 2010 Increase</th>
<th>August 2011 Increase</th>
<th>September 2011 Increase</th>
<th>December 2011 Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative increase paid on 20 June 2009 (4.5% increase) (23% loading)</td>
<td></td>
<td>$122.64</td>
<td>$128.37</td>
<td>$132.21</td>
<td>$136.17</td>
<td>$142.32</td>
</tr>
<tr>
<td>Repeat Tutorial PhD/Course Coord.</td>
<td>(1+2 hrs)</td>
<td>$122.64</td>
<td>$128.37</td>
<td>$132.21</td>
<td>$136.17</td>
<td>$142.32</td>
</tr>
<tr>
<td>Medical Tutorial Grade A</td>
<td>(1+2 hrs)</td>
<td>$102.54</td>
<td>$107.34</td>
<td>$110.55</td>
<td>$113.88</td>
<td>$119.01</td>
</tr>
<tr>
<td>Medical Tutorial Grade B</td>
<td>(1+5 hr)</td>
<td>$51.27</td>
<td>$53.67</td>
<td>$55.28</td>
<td>$56.94</td>
<td>$59.51</td>
</tr>
<tr>
<td>Dental Tutorial Grade A</td>
<td>(4 hrs PhD rate)</td>
<td>$163.52</td>
<td>$171.16</td>
<td>$176.28</td>
<td>$181.56</td>
<td>$189.76</td>
</tr>
<tr>
<td>Dental Tutorial Grade B</td>
<td>(A + 15%)</td>
<td>$188.05</td>
<td>$196.83</td>
<td>$202.72</td>
<td>$208.79</td>
<td>$218.22</td>
</tr>
<tr>
<td>Dental Tutorial Grade C</td>
<td>(B + 15%)</td>
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<td>$226.36</td>
<td>$233.13</td>
<td>$240.11</td>
<td>$250.96</td>
</tr>
<tr>
<td>Dental Tutorial Grade D</td>
<td>(C + 20%)</td>
<td>$259.51</td>
<td>$271.63</td>
<td>$279.76</td>
<td>$288.14</td>
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</tbody>
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### MARKING (per hour)

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Time</th>
<th>June 2009 Increase</th>
<th>July 2010 Increase</th>
<th>August 2011 Increase</th>
<th>September 2011 Increase</th>
<th>December 2011 Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Marking</td>
<td>(1 hr)</td>
<td>$34.18</td>
<td>$35.78</td>
<td>$36.85</td>
<td>$37.96</td>
<td>$39.67</td>
</tr>
<tr>
<td>Standard PhD/Course Coordination</td>
<td>(1 hr)</td>
<td>$40.88</td>
<td>$42.79</td>
<td>$44.07</td>
<td>$45.39</td>
<td>$47.44</td>
</tr>
<tr>
<td>High Level (Supervising examiner)</td>
<td>Level B</td>
<td>$47.92</td>
<td>$50.16</td>
<td>$51.67</td>
<td>$53.22</td>
<td>$55.61</td>
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</table>

### MUSICAL ACTIVITIES

<table>
<thead>
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<th>Task Description</th>
<th>Time</th>
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<th>July 2010 Increase</th>
<th>August 2011 Increase</th>
<th>September 2011 Increase</th>
<th>December 2011 Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Musical Accompanying</td>
<td>(1+0.5 hrs)</td>
<td>$51.27</td>
<td>$53.67</td>
<td>$55.28</td>
<td>$56.94</td>
<td>$59.51</td>
</tr>
<tr>
<td>Practical Examining</td>
<td>Level B</td>
<td>$47.92</td>
<td>$50.16</td>
<td>$51.67</td>
<td>$53.22</td>
<td>$55.61</td>
</tr>
<tr>
<td>Music Auditioning</td>
<td>(1 hr)</td>
<td>$34.18</td>
<td>$35.78</td>
<td>$36.85</td>
<td>$37.96</td>
<td>$39.67</td>
</tr>
<tr>
<td>Non-Degree Performance Teaching (1:1)</td>
<td>(1+1 hrs)</td>
<td>$68.36</td>
<td>$71.56</td>
<td>$73.70</td>
<td>$75.92</td>
<td>$79.34</td>
</tr>
<tr>
<td>Non-Degree Performance Teaching (Ens)</td>
<td>(1+1 hrs)</td>
<td>$95.84</td>
<td>$100.32</td>
<td>$103.34</td>
<td>$106.44</td>
<td>$111.22</td>
</tr>
<tr>
<td>Degree Performance Teaching</td>
<td>(1+1 hrs)</td>
<td>$95.84</td>
<td>$100.32</td>
<td>$103.34</td>
<td>$106.44</td>
<td>$111.22</td>
</tr>
<tr>
<td>Medium Ensembles</td>
<td>(1+2 hrs)</td>
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<td>$107.34</td>
<td>$110.55</td>
<td>$113.88</td>
<td>$119.01</td>
</tr>
<tr>
<td>Large Ensembles</td>
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<td>$150.48</td>
<td>$155.01</td>
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<td>$166.83</td>
</tr>
<tr>
<td>Other required Academic Activity</td>
<td>(1 hr)</td>
<td>$34.18</td>
<td>$35.78</td>
<td>$36.85</td>
<td>$37.96</td>
<td>$39.67</td>
</tr>
<tr>
<td>Musical Tutorials</td>
<td>(1+2 hrs)</td>
<td>$102.54</td>
<td>$107.34</td>
<td>$110.55</td>
<td>$113.88</td>
<td>$119.01</td>
</tr>
<tr>
<td></td>
<td>Administrative increase paid on 20 June 2009 (4.5% increase) (23% loading)</td>
<td>Administrative increase paid on 3 July 2010 (3% increase) (25% loading)</td>
<td>To be paid on first full pay period on or after 30 June 2011 (3% increase) (25% loading)</td>
<td>To be paid on first full pay period on or after 30 June 2012 (3% increase) (25% loading)</td>
<td>To be paid on first full pay period on or after 31 Dec 2012 (4.5% increase) (25% loading)</td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Other (per hour)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other - PhD/Course Coordination (1 hr)</td>
<td>$40.88</td>
<td>$42.79</td>
<td>$44.07</td>
<td>$45.39</td>
<td>$47.44</td>
<td></td>
</tr>
<tr>
<td>Other Required Academic Activity (1 hr)</td>
<td>$34.18</td>
<td>$35.78</td>
<td>$36.85</td>
<td>$37.96</td>
<td>$39.67</td>
<td></td>
</tr>
</tbody>
</table>

Other (per hour)
For the purpose of this clause, ‘other required activity’ will include work that a person, acting as or on behalf of the University as a casual staff member, requires the staff member to perform and that is performed in accordance with any such requirement, being work of the following nature:

- The conduct of practical classes, demonstrations, workshops, student field excursions;
- The conduct of clinical sessions other than clinical nurse education;
- The conduct of performance and visual art studio sessions;
- Musical coaching, repetiteur ship and musical accompanying other than with special educational service;
- Development of teaching and course material such as the preparation of course guides and reading lists and basic activities associated with course coordination;
- Consultation with students;
- Supervision;
- Attendance at school/area and/or faculty meetings as required; and
- Directed to attend at lectures and other teaching activities.

The above list is not intended to be exhaustive, but is provided by way of examples and guidance.
## SCHEDULE 4: PROFESSIONAL STAFF SALARIES

<table>
<thead>
<tr>
<th>HEO 1</th>
<th>Administrative increase paid on 20 June 2009 (4.5% increase)</th>
<th>Administrative increase paid on 3 July 2010 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2011 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2012 (3% increase)</th>
<th>To be paid on first full pay period on or after 31 Dec 2012 (4.5% increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>J18# 1</td>
<td>$24,892</td>
<td>$25,639</td>
<td>$26,408</td>
<td>$27,200</td>
<td>$28,424</td>
</tr>
<tr>
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<td>$29,667</td>
<td>$30,557</td>
<td>$31,474</td>
<td>$32,890</td>
</tr>
<tr>
<td>J20# 3</td>
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<td>$33,330</td>
<td>$34,330</td>
<td>$35,360</td>
<td>$36,951</td>
</tr>
<tr>
<td>* 4</td>
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<td>$36,626</td>
<td>$37,725</td>
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</tr>
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<td>$37,040</td>
<td>$38,151</td>
<td>$39,296</td>
<td>$41,064</td>
</tr>
<tr>
<td>6</td>
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<td>$37,663</td>
<td>$38,793</td>
<td>$39,957</td>
<td>$41,755</td>
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<tr>
<td>7</td>
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<table>
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<tr>
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<th>Administrative increase paid on 3 July 2010 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2011 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2012 (3% increase)</th>
<th>To be paid on first full pay period on or after 31 Dec 2012 (4.5% increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>J18# 1</td>
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<td>$37,056</td>
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<td>$39,886</td>
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<td>* 4</td>
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<td>$44,591</td>
<td>$46,598</td>
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</table>

<table>
<thead>
<tr>
<th>HEO 3</th>
<th>Administrative increase paid on 20 June 2009 (4.5% increase)</th>
<th>Administrative increase paid on 3 July 2010 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2011 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2012 (3% increase)</th>
<th>To be paid on first full pay period on or after 31 Dec 2012 (4.5% increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>J18# 1</td>
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<td>$30,907</td>
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<td>$39,007</td>
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<td>$41,985</td>
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</table>

<table>
<thead>
<tr>
<th>HEO 4</th>
<th>Administrative increase paid on 20 June 2009 (4.5% increase)</th>
<th>Administrative increase paid on 3 July 2010 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2011 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2012 (3% increase)</th>
<th>To be paid on first full pay period on or after 31 Dec 2012 (4.5% increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>$47,878</td>
<td>$49,298</td>
<td>$50,777</td>
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<table>
<thead>
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<th>Administrative increase paid on 20 June 2009 (4.5% increase)</th>
<th>Administrative increase paid on 3 July 2010 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2011 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2012 (3% increase)</th>
<th>To be paid on first full pay period on or after 31 Dec 2012 (4.5% increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$52,323</td>
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<tr>
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<td>$66,673</td>
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</table>

<table>
<thead>
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<th>Administrative increase paid on 3 July 2010 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2011 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2012 (3% increase)</th>
<th>To be paid on first full pay period on or after 31 Dec 2012 (4.5% increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$48,081</td>
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</tr>
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<td>2</td>
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<td>$52,021</td>
<td>$53,582</td>
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<td>$60,345</td>
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<tr>
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<td>$62,011</td>
<td>$63,871</td>
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<td>$69,319</td>
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</tr>
<tr>
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<td>Administrative increase paid on 3 July 2010 (3% increase)</td>
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<td>To be paid on first full pay period on or after 30 June 2012 (3% increase)</td>
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<th>To be paid on first full pay period on or after 31 Dec 2012 (4.5% increase)</th>
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* First step of adult rates.
# Junior rates for HEO1, 2 and 3 are determined as a percentage of the first step of the relevant classification as follows:

- 18 years: 70%;
- 19 years: 81%;
- 20 years: 91%.

** Apprentice rates are determined as a percentage of the HEO3 salary scale as follows:

- Step 1: 48%;
- Step 2: 42%; Step 3: 75%;
- Step 4: 88%;
- Step 5 (adult): 94%.

@ Junior Rates apply to the administrative, general and technical streams of HEO1 and HEO2 and to the technical stream of HEO3.
Senior Managers: These positions are personal classifications and appointment is made on the basis that they are managerial positions with remuneration packages negotiated to reflect the external market demand for persons with the skills, attributes and professional reputation to fill such positions and the status the position is given within the University. Appointment to this structure will be organisationally driven and at the discretion of Executive Managers. Individuals do not automatically progress through the levels or cannot seek to be reclassified within this structure.
# SCHEDULE 5: CASUAL PROFESSIONAL STAFF SALARIES

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</table>

## $phr rates rounded to the nearest cent.

@ Junior rates apply to the administrative, general and technical streams of HEO1 and HEO2 and to the technical stream of HEO3.
SCHEDULE 6: SALARY AND CONDITIONS (ENGLISH LANGUAGE TEACHERS)

SALARY

All conditions outlined in this Agreement that apply to Professional staff, other than those specified in this Schedule, will also apply to English Language Teachers.

<table>
<thead>
<tr>
<th>SALARY LEVEL</th>
<th>Administrative increase paid on 20 June 2009 (4.5% increase)</th>
<th>Administrative increase paid on 3 July 2010 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2011 (3% increase)</th>
<th>To be paid on first full pay period on or after 30 June 2012 (3% increase)</th>
<th>To be paid on first full pay period on or after 31 Dec 2012 (4.5% increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>$49,820</td>
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</tbody>
</table>

DIRECTOR OF STUDIES

<table>
<thead>
<tr>
<th></th>
<th>Responsibility Allowance effective on approval of agreement (10 % increase)</th>
<th>Responsibility Allowance on 30 June 2011 (3% increase)</th>
<th>Responsibility Allowance on 30 June 2012 (3% increase)</th>
<th>Responsibility Allowance on 31 Dec 2012 (4.5% increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALLOWANCE LEVEL</td>
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<td></td>
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<td>2</td>
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<tr>
<td>3</td>
<td>$4,744</td>
<td>$4,886</td>
<td>$5,033</td>
<td>$5,259</td>
</tr>
</tbody>
</table>
CONDITIONS

The standards are applicable to all English language teachers employed by the University of Adelaide.

a) Teacher Categories

i. Based on an assessment of a teacher’s qualifications, a teacher will be assigned to one of the following categories:

| CATEGORY A | Degree and Diploma of Education or equivalent and either a diploma in Teaching English to Speakers of Other Languages (TESOL) (e.g. Dip RSA, Grad Dip TESOL); or post graduate diploma in applied linguistics, languages other than English (LOTE), multicultural education. |
| CATEGORY B | Degree and Diploma of Education or equivalent plus recognised TESOL certificate; or Degree and Diploma including LOTE/TESOL method. |
| CATEGORY C | Any Degree/Diploma (3 year minimum) plus recognised TESOL certificate; or Any Degree/Diploma (3 year minimum) including LOTE/TESOL method. |
| CATEGORY D | Other qualifications not provided for above and/or experience to acquire minimum TESOL qualifications. |

ii. Teachers will be credited with teaching experience and be allocated a higher salary in accordance with the following:

- One increment for each year of full-time TESOL teaching or equivalent.
- One increment for each two years of full-time teaching in other courses including other languages to a maximum of three increments.
- A teacher will accrue equivalent full-time experience for a period of part-time service on a pro-rata basis.

iii. Progression from one salary level to the next salary level will occur annually, up to the maximum salary level (as set out in the Collective Agreement) subject to the gaining of new skills, continuing satisfactory conduct, diligence and performance of the staff member against the requirements established for the salary level.

b) Position of Responsibility Allowance

i. Where a Position of Responsibility is required, it will be determined in accordance with the English Language Teacher Categories.

ii. There will be three levels of allowance at the following rates:

iii. A teacher may be appointed to a Position of Responsibility for a period of up to 5 years.
iv. A Position of Responsibility Allowance will be paid in addition to the substantive salary of the
teacher appointed to the Position of Responsibility.

v. A Position of Responsibility Allowance will be paid at the level of experience and
responsibilities required to be undertaken. This will be determined by the Director,
Professional and Continuing Education in consultation with the Director of Studies.

c) Casual English Language Teachers

i. The casual rates are inclusive of all preparation required and the casual loading will apply in lieu of annual leave, annual leave loading, personal leave and any other leave except for long service leave, unpaid maternity leave or carer’s leave in certain circumstances.

ii. A casual teacher will be paid the minimum rates.

iii. The minimum salary levels payable to staff in the English Language Centre will be:

<table>
<thead>
<tr>
<th>Teaching</th>
<th>for each hour of face-to-face teaching performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non</td>
<td>for each hour of non-teaching duties performed</td>
</tr>
</tbody>
</table>

iv. On appointment, a teacher will be placed on a salary level commensurate with the minimum salary level for their qualification and experience as set out in the Classification Standards Policy (English Language Teachers) as amended or replaced.

- Category A commences at Level 4 with a maximum of Level 12
- Category B commences at Level 3 with a maximum of Level 12
- Category C commences at Level 2 with a maximum of Level 12
- Category D commences at Level 1 with a maximum of Level 9
- Category E sets out the duties of the Director of Studies

v. Provided that a Category D teacher who achieves Level 9 may be promoted beyond that level where they can demonstrate that they are able to carry out the full range of duties carried out by a Category A, B or C teacher.

vi. Progression from one salary level to the next salary level will occur annually, up to the maximum salary level provided for in 3.1 subject to the gaining of new skills, continuing satisfactory conduct, diligence and performance of you against the requirements established for the salary level.
SCHEDULE 7: CLASSIFICATION STANDARDS (ACADEMIC AND RESEARCH ONLY STAFF)

1. OVERVIEW
Academic and Research Only staff are employed at the University of Adelaide in accordance with the Classification Standards (Academic Staff) and Classification Standards (Research Only Staff). Positions will be classified at the level that most accurately reflects the work performed by the staff member as required by the University.

2. SCOPE
The standards are applicable to all academic and research only staff members employed by the University of Adelaide.

3. ACADEMIC STAFF LEVEL A

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

3.2. Specific Duties
Specific duties required of a Level A academic may include:

a) The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions;
b) The preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity;
c) The conduct of research;
d) Involvement of professional activity;
e) Consultations with students;
f) Marking and assessment primarily connected with courses in which the academic teaches;
g) Production of teaching materials for students for whom the academic has responsibility;
h) Development of course material with appropriate guidance from the course or program coordinator;
i) Limited administrative functions primarily connected with courses in which the academic teaches;
j) Acting as course co-ordinators provided that skills and experience demonstrate this capacity;
k) Attendance at discipline and/or faculty meetings and/or membership of a limited number of committees.

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

A Level A academic will work with support and direction from academic staff classified at Level B and above and with an increasing degree of autonomy as the academic gains in skill and experience. The most complex levels of course co-ordination should not be carried out by a Level A academic.

3.3. Skill Base
A Level A academic will normally have completed 4 years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional experience. In many cases a position at this level will require an honours degree or higher qualifications, an extended professional degree, or a 3 year degree with a postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.
3.4. Additional Provisions
In addition to other matters that affect Level A academics the following measures will apply: (a) Any Level A academic required to carry out full course co-ordination duties as part of their normal duties will be employed at a salary point no lower than the 6th increment of the Level A structure. (b) Any Level A academic who upon appointment holds or during appointment gains a relevant doctoral qualification will be employed at a salary point no lower than the 6th increment of the Level A structure. (c) These provisions do not of themselves affect the opportunity of academic staff in Level A to move beyond the relevant incremental points without a Ph.D. or without a requirement to perform full course co-ordination. However, the establishment of the doctoral/course coordination point at the 6th point of the scale 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.

4. ACADEMIC STAFF LEVEL B

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

4.2. Specific Duties
Specific duties required of a Level B academic may include:

a) The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions;
b) Initiation and development of course material;
c) Acting as course co-ordinators;
d) The preparation and delivery of lectures and seminars;
e) Supervision of the program of study of honours students or of postgraduate students engaged in course work;
f) Supervision of major honours students or postgraduate research projects;
g) The conduct of research;
h) Involvement in professional activity;
i) Development of program material with appropriate advice from and support of more senior staff;
j) Marking and assessment;
k) Consultation with students;
l) A range of administrative functions the majority of which are connected with the courses in which the academic teaches;
m) Attendance at discipline and/or faculty meetings and/or membership of a number of committees.

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

5. ACADEMIC STAFF LEVEL C

5.1. General Standard
A Level C academic is expected to make significant contributions to the teaching effort of a discipline, school, faculty or other organisational unit or an interdisciplinary area. An academic at this level is also expected to play a major role in scholarship, research and/or professional activities.
5.2. Specific Duties
Specific duties required of a Level C academic may include:

a) The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions;
b) Initiation and development of program material;
c) Program co-ordination;
d) The preparation and delivery of lectures and seminars;
e) Supervision of major honours or postgraduate research projects;
f) Supervision of the program of study of honours students and of postgraduate students engaged in course work;
g) The conduct of research;
h) Significant role in research projects including, where appropriate, leadership of a research team;
i) Involvement in professional activity;
j) Consultation with students;
k) Broad administrative functions;
l) Marking and assessment;
m) Attendance at discipline and/or faculty meetings and a major role in planning or committee work.

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

6. ACADEMIC STAFF LEVEL D

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

6.2. Specific Duties
Specific duties required of a Level D academic may include:

a) The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions;
b) The development of and responsibility for curriculum/programmes of study;
c) Program co-ordination;
d) The preparation and delivery of lectures and seminars;
e) Supervision of major honours or postgraduate research projects;
f) Supervision of the program of study of honours students and of postgraduate students engaged in course work;
g) The conduct of research, including, where appropriate, leadership of a large research team;
h) Significant contribution to the profession, and/or discipline;
i) High level administrative functions;
j) Consultation with students;
k) Marking and assessment;
l) Attendance at discipline and faculty meetings.
6.3. **Skill Base**
A Level D academic will normally have the same skill base as a Level C academic. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching, research and the profession.

7. **ACADEMIC STAFF LEVEL E**

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

7.2. **Specific Duties**
Specific duties required of a Level E academic may include:

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

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

8. **RESEARCH-ONLY LEVEL A**

8.1. **General Standard**
A Level A research-only academic is expected to contribute towards the research effort of the institution and to develop his or her research expertise through the pursuit of defined projects relevant to the particular field of research.
8.2. Specific Duties
Specific duties required of a Level A research-only academic may include:

a) The conduct of research under limited supervision either as a member of a team or, where appropriate, independently, and the production or contribution to the production of conference and seminar papers and publications from that research;
b) Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise;
c) Limited administrative functions primarily connected with the area of research of the academic;
d) Development of a limited amount of research related material for teaching or other purposes with appropriate guidance from other staff;
e) Occasional contributions to teaching in relation to his or her research project(s);
f) Experimental design and operation of advanced laboratory and technical equipment or conduct of advanced research procedures;
g) Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or at discipline and/or faculty meetings and/or membership of a limited number of committees;
h) Advice within the field of the staff member's research to post-graduate students. A Level A research-only academic will work with support, guidance and/or direction from staff classified at Level B and above and with an increasing degree of autonomy as the research academic gains in skill and experience.

8.3. Skill Base
A Level A research-only academic will normally have completed 4 years of tertiary study in the relevant discipline or have equivalent qualifications or research experience. In many cases a position at this level will require an honours degree or higher qualifications or equivalent research experience. Research experience may have contributed to or resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research potential.

8.4. Additional Provisions
In addition to other matters that affect Level A staff the following measures will be implemented with the establishment of a national unified salary structure:

a) Any Level A academic who upon appointment holds or during appointment gains a relevant doctoral qualification will be employed at a salary point no lower than the 6th increment of the Level A structure.
b) The provision in (a) above does not of itself affect the opportunity of research-only academic staff in Level A to move beyond the relevant incremental points without a Ph.D. However, the establishment of the doctoral point at the sixth point of the scale does not imply that accelerated promotion to Level B should be available to staff who, as a consequence of their doctoral qualifications, have been appointed at this point.

9. RESEARCH ONLY LEVEL B

9.1. General Standard
A Level B research-only academic is expected to carry out independent and/or team research within the field in which he or she is appointed and to carry out activities to develop his or her research expertise relevant to the particular field of research.

9.2. Specific Duties
Specific duties required of a Level B research-only academic may include:

a) The conduct of research either as a member of a team or independently, and the production of conference and seminar papers and publications from that research;
b) Supervision of research-support staff involved in the staff member's research;
c) Guidance in the research effort of junior members of research-only academic staff in his or her research area;
d) Contribution to the preparation, or where appropriate individual preparation, of research proposal submissions to external funding bodies;
e) Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise;
f) Administrative functions primarily connected with his or her area of research;
g) Occasional contributions in the teaching program within the field of the staff member's research;
h) Co-supervision, or where appropriate supervision, of major honours or postgraduate research projects within the field of the staff member's area of research;
i) Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or at discipline and/or faculty meetings and/or membership of a limited number of committees.

9.3. Skill Base
A Level B research-only academic will normally have completed a relevant doctoral qualification or have equivalent qualifications or research experience. In addition he or she may be expected to have had post-doctoral research experience which has resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research ability.

10. RESEARCH ONLY LEVEL C

10.1. General Standard
A Level C research-only academic is expected to make independent or original contributions to the research effort within his or her field of expertise and to the organisational unit or inter-disciplinary area of which he or she is a part. An academic at this level is expected to play a major role in research including the exercise of some leadership in research.

10.2. Specific Duties
Specific duties required of a Level C research-only academic may include:

a) The conduct of research and the production of conference and seminar papers and publications from that research;
b) Supervision of research-support and administrative staff involved in the staff member's research;
c) Supervision where appropriate of the research of less senior research-only academic staff;
d) Involvement, where appropriate, in the promotion of research links with outside bodies;
e) Preparation of research proposal submissions to external funding bodies;
f) Significant role in research projects including, where appropriate, leadership of research teams or management of projects;
g) Responsibility for the oversight of financial management of grants received for his or her research projects;
h) Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise;
i) Occasional contributions to the teaching program within the field of the staff member's research;
j) Supervision of major honours or postgraduate research projects within the field of the staff member's area of research;
k) Various research related administrative functions;
l) Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or discipline and/or faculty meetings and a major role in planning and committee work.

10.3. Skill Base
A Level C research-only academic will normally have a relevant doctoral qualification or equivalent accreditation and standing together with subsequent research experience. A position at this level will
require a demonstrated strong record of publications, conference papers, reports and/or professional and/or technical contributions in the relevant discipline area.

11. RESEARCH ONLY LEVEL D

11.1. General Standard
A Level D research-only academic is expected to make major original contributions to the research enterprise of the area in which he or she is appointed and to play a significant role within his or her profession or discipline. Academics at this level may be appointed in recognition of marked distinction in their area of research or scholarship.

11.2. Specific Duties
Specific duties required of a Level D research-only academic may include:

a) The conduct of independent research in which the academic may work as part of a team and the production of conference and seminar papers and publications from that research;
b) Supervision of research-support and administrative staff;
c) A major role in all aspects of major research projects including management and/or leadership of large research projects or teams;
d) Supervision of the research of less senior research-only academic staff;
e) Promotion of research links with outside bodies;
f) Preparation of research proposal submissions to external bodies;
g) Responsibility for the oversight of financial management of grants;
h) Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise;
i) Occasional contributions to the teaching program within the field of the staff member's research;
j) Supervision of major honours or postgraduate research projects;
k) Higher level research-related administrative functions;
l) Some involvement in the development of research policy;
m) Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or discipline and/or faculty meetings and a major role in planning and committee work;
n) Significant contribution to the discipline in which the research efforts of the academic are undertaken.

11.3. Skill Base
A Level D research-only academic will normally have the same skill base as a Level C research-only academic. In addition, there will be a requirement for academic excellence and outstanding contribution to research.

12. RESEARCH ONLY LEVEL E

12.1. General Standard
A Level E research-only academic is expected to exercise a special responsibility in providing leadership and in fostering excellence in his or her area of research, in the organisational unit, within the institution and within the scholarly and general community.

12.2. Specific Duties
Specific duties required of a Level E research-only academic may include:

a) Provision of a continuing high level of a personal commitment to and distinguished achievement in a particular area of research or scholarship;
b) Fostering the research of other groups and individuals within the organisational unit and more broadly within the institution;
c) Development of research policy;
d) Preparation of research proposal submissions to external bodies;

e) Responsibility for the oversight of financial management of grants;

f) The conduct of independent research in which the academic may provide leadership within a team and the preparation of conference and seminar papers and publications from that research;

g) Supervision of research and administrative staff and other academic staff responsible to the Level E research-only academic;

h) Making a distinguished personal contribution to the conduct of research at all levels;

i) Management of large research projects or teams;

j) Developing policy and being involved in administrative matters within the discipline or other comparable organisational unit and within the institution;

k) Participating in community and professional activities related to his or her disciplinary area, including involvement in commercial and industrial sectors where appropriate;

l) Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise;

m) Occasional contributions to the teaching program in the field of the staff member's research;

n) Supervision of major honours or postgraduate research projects;

o) Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or discipline and/or faculty meetings and a major role in planning and committee work.

12.3. Skill Base

A Level E research-only academic will have the same skill base as a Level D research-only academic but will be recognised as a leading authority in his or her area of research.
1. **OVERVIEW**

All Professional staff employed as HEO 1-10 will be classified in accordance with these descriptors.

2. **SCOPE**

The standards are applicable to all professional staff members employed by the University of Adelaide.

3. **DEFINITIONS**

3.1. **Supervision**

- **Close supervision:**
  
  Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations is 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.

- **Limited direction:**
  
  Receives limited instructions normally comprising a clear statement of objectives and the resources available. Has the authority to plan and carry out assignments using some latitude in approach to achieve objectives, and has that work measured equally in terms of the achievement of stated objectives.

- **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.
3.2. Qualifications

<table>
<thead>
<tr>
<th>Qualification within the Australian Qualifications Framework,</th>
<th></th>
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<tbody>
<tr>
<td><strong>Year 12:</strong> Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.</td>
<td></td>
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<tr>
<td><strong>Trade certificate:</strong> Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g., Certificate III.</td>
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<td><strong>Post-trade certificate:</strong> A course of study over and above a trade certificate and less than a Certificate IV.</td>
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<tr>
<td><strong>Certificates I and II:</strong> Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.</td>
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<tr>
<td><strong>Certificate III:</strong> A course that provides a range of well-developed skills and is comparable to a trade certificate.</td>
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</tr>
<tr>
<td><strong>Certificate IV:</strong> 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.</td>
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<tr>
<td><strong>Diploma:</strong> A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study.</td>
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<tr>
<td><strong>Advanced diploma:</strong> A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study.</td>
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<tr>
<td><strong>Degree:</strong> A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.</td>
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<tr>
<td><strong>Postgraduate degree:</strong> A recognised postgraduate degree, over and above a degree as defined above.</td>
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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.

4. HIGHER EDUCATION OFFICER LEVELS

4.1. HIGHER EDUCATION OFFICER LEVEL 1

4.1.1. 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 39 hours of induction to the higher education industry which will 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 employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

4.1.2. Occupational Equivalent

Cleaner, labourer, farm assistant, laboratory assistant, trainee for Level 2 duties

4.1.3. Level of Supervision

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

4.1.4. Task Level

Straightforward manual duties, or elements of Level 2 duties under close direction and structured on the job training. Some knowledge of materials, e.g., cleaning chemicals hand tools and equipment, may be required. Established procedures exist.

4.1.5. Organisational knowledge

May provide straightforward information to others on building or service locations.
4.1.6. Judgement, Independence and Problem Solving
Resolve problems where alternatives for the position holder are limited and the required action is clear or can be readily referred to higher levels.

4.1.7. Typical Activities
Perform a range of industrial cleaning tasks, move furniture, assist trades personnel or technical staff with manual duties. Operate basic machinery, power tools and equipment.

4.2. HIGHER EDUCATION OFFICER LEVEL 2

4.2.1. 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
- Completion of year 12 without work experience, or
- Completion of Certificates I or II with work related experience, or
- An equivalent combination of experience and training.

4.2.2. Occupational Equivalent
Administrative assistant, security officer, laboratory assistant, grounds person, caretaker, handyperson, store person, food service positions.

4.2.3. Level of Supervision
Receive routine supervision of straightforward tasks, close supervision of more complex tasks (see below). Positions at this level have limited or no supervisory responsibilities, although more experienced staff may assist inexperienced staff by providing guidance and advice, issue instructions on job allocation and methods of performance.

4.2.4. Task Level
Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks. Knowledge of materials, cleaning chemicals, hand tools, basic power tools and equipment.

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

4.2.6. 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.

4.2.7. Typical Activities
Positions at this level may include duties involving:

i. Answering straightforward enquiries and directing others to the appropriate personnel;
ii. The inward and outward movement of mail, including sorting and distribution;
iii. Keeping, copying, maintaining and retrieving records;
iv. Using routine data entry or word processing system software to enter, retrieve, format, create, edit, print, save and store business documents, including standard correspondence, data and statistical information;
v. Receiving small amounts of money and issuing receipts, collecting and recording monies received through automatic receipt machines, photocopiers etc;
vi. Undertaking a range of library support activities such as receiving, recording, circulating, maintaining, charging, discharging and reshelving. Perform routine bibliographic searching, extract and record information from invoices, undertake minor repairs to materials and equipment;

vii. Retrieving information from various sources such as instruction manuals or administrative handbooks, which are put to practical use;

viii. Operating machinery or equipment requiring more than a basic level of manual and/or operational skill (e.g. tractors, forklifts, photocopiers, straightforward audio/visual equipment etc);

ix. Assisting with minor repairs and maintenance to buildings, fabric and grounds;

x. Performing tasks associated with stores issues, e.g. identifying and selecting stores, issuing store with guidelines and ensuring correct authorisation;

xi. Preparing, cooking and serving basic foodstuffs;

xii. Overseeing the activities of a discrete group of cleaning staff across a range of facilities including the control and issue of materials and equipment and assist with the general planning and organisation of work;

xiii. Providing a range of security duties, including responding to alarms, following emergency procedures and preparing incident reports;

xiv. Undertaking a range of gardening tasks such as propagation, cultivation and monitoring of shrubs, trees and other flora. Implement appropriate water, fertiliser and renovation programs for turf, shrubs and trees.

4.3. HIGHER EDUCATION OFFICER LEVEL 3

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

- Completion of a trades certificate or Certificate III, or
- Completion of Year 12 or a Certificate II, with relevant work experience, or
- An equivalent combination of relevant experience and/or education/training.

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

4.3.2. Occupational Equivalent
Tradesperson, security supervisor, grounds, cleaning and farming positions, range of administrative assistant positions, entry-level technical and drafting assistant.

4.3.3. Level of Supervision
In technical positions, receive routine supervision, moving to general direction with experience. In other positions, receive general direction. This is the first level where positions may include supervisory responsibilities at close supervision level; the occupant may be expected to prioritise tasks, maintain records and provide individual on-the-job training and guidance based on work performance. The occupant may also be expected to have a general knowledge of and be involved in, personnel-related tasks such as orientation of staff and monitoring work practices, staff attendance and leave arrangements.

4.3.4. 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. Apply quality checks to their work and the work of subordinate staff. This is the first level at which formal delegations may be exercised in the work area, eg allocate and reconcile petty cash.
4.3.5. Organisational Knowledge
Perform tasks or assignments that require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

4.3.6. Judgement, Independence and Problem Solving
Exercise judgement on work methods and task sequence with specified timelines and standard practices and procedures; adapt work methods in dealing with non-standard problems.

4.3.7. Typical Activities

a) In Technical positions, and assisting higher level technical staff:
   i. Undertake straightforward tasks associated with trials, preparation of samples, specimens, reagents, media and apparatus, animal care, experiments, investigations or inspections in field, laboratory, hospital or workshop; carry out simple tests; ordering supplies;
   ii. Undertake a range of tasks including setting up, calibration, installation, maintenance, operation and testing of equipment;
   iii. Observe and record data, assist in the evaluation of results, analyse technical data where analysis is straightforward;
   iv. In drafting positions, prepare basic plans, drawings, charts, maps and graphs; undertake straightforward mathematical calculations: trace and amend maps, plans and drawings.

   Note: Staff would be expected to perform a greater range and complexity of tasks as they progress through the level and obtain further training.

b) In Administrative positions:
   i. Provide general administrative support to other staff, setting up meetings, answering straightforward enquiries, direct others to the appropriate personnel;
   ii. Standard use of a range of desktop based software systems and/or word processing/established spreadsheet or database which may include:
      • The use of integrated software at or above Level 2 standard, including straightforward desktop publishing;
      • Entering of data containing unusual technical terms etc the use of non-standard complicated tables or diagrams which demand considerable judgement and layout;
      • The manipulation and interpretation of data before and during entry (eg data manipulation between application software);
   iii. Input to and retrieve from system databases, eg Human Resource System, Finance Accounting System, Student Information System etc; undertake standard processing activities, produce and distribute standard system reports;
   iv. Undertake routine bookkeeping activities, process invoices and accounts for payment; maintain and reconcile petty cash;
   v. In a library, prepare straightforward correspondence with suppliers and customers, amend bibliographic and customer records, resolve straightforward queries in lending and acquisition procedures, supervise routine library support activities.

c) In General positions:
   i. In trades positions, apply skills taught in a trade 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;
   ii. Undertake a range of manual tasks, operate machinery, power tools and equipment; plan, prioritise and oversight such activities;
   iii. Assist with the feeding and care of animals;
iv. Direct the daily operation of cleaning staff across a range of facilities including preparation of rosters, the control and issue of materials and equipment, planning and organisation of work. Inspect and report on cleaning performance to ensure adherence to prescribed standards and make recommendations to vary standards and guidelines to meet client requirements;

v. Assist in the planning and oversight of duties of staff members engaged in the establishment and maintenance of gardens and grounds.

4.4. HIGHER EDUCATION OFFICER LEVEL 4

4.4.1. Training Level or Qualifications
Level 4 duties typically require a skill level, which assumes and requires knowledge or training equivalent to:
- Completion of a diploma level qualification with relevant work related experience, or
- Completion of a Certificate IV with relevant work experience, or
- Completion of a post-trades certificate and extensive relevant experience and on the job training, or
- Completion of a Certificate III with extensive relevant work experience, or
- An equivalent combination of relevant experience and/or education/training.

4.4.2. Occupational Equivalent
Technical officer, drafting assistant, administrative above Level 3, advanced tradespersons.

4.4.3. Level of Supervision
In technical positions, receive routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, receive general direction. May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.

Where positions at this level have responsibility for the supervision of staff it will be at the close to routine supervision level which will include on the job training and staff assessment and basic performance counselling in relation to the work area.

4.4.4. Task Level
May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks which may involve a number of sequential steps and which require the application of developed skills, experience and a good knowledge of equipment, methods, materials and procedures applicable to the work area concerned.

4.4.5. Organisational Knowledge
Perform tasks/assignments that require proficiency in the work area’s rules, regulations, processes and techniques, and how they interact with other related functions.

4.4.6. 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 that requires proficiency in the work area’s rites and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.
4.4.7. Typical Activities

a) In Technical positions:

i. Develop new equipment to criteria developed and specified by others;
ii. 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;
iii. Demonstrate the use of equipment and prepare reports of a technical nature as directed;
iv. Carry out standardised field surveys, inspections, studies and measurements; make observations, record and process results, carry out minor field investigations, operate and maintain equipment in the field;
v. Supervise the establishment and maintenance of field stations required for experiments (e.g., field plots, hydrological observation stations, nurseries, undertake straightforward field tests;
vi. In drafting positions, undertake straightforward drafting or mapping tasks using a range of equipment including computer-aided technology.

b) In Administrative positions:

i. 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;
ii. Take responsibility for providing a full range of administrative services;
iii. Plan and set up linked spreadsheets or data base applications for activities such as monitoring expenditure, school/branch budgets, produce reports;
iv. Draft and/or edit letters, memos, reports or other documents relating to routine or recurring issues;
v. Undertake the more complex calculations and manual variations to processing pay, accounts payable related transactions, reconciliations and internal controls; produce, check and reconcile system reports;
vii. Undertake library support activities, including copy cataloguing, validate acquisitions, use a limited range of bibliographic databases, and respond to straightforward reference enquiries. Upgrade bibliographic records and create routine descriptive cataloguing;
vii. Provide advice to students on enrolment procedures and requirements;
viii. Administer enrolment and course progression records.

c) In General positions:

i. Determine resource requirements to implement the work program including determining priorities for jobs within the work program and the preparation of rosters;
ii. Play an active role in the training of work teams; provide technical guidance as necessary; perform work beyond the special class tradesperson, involving intricate systems and design work on complex engineering or interconnected electrical circuits; exercise high precision trades skills using various materials and/or specialised techniques. Supervise the activities of staff members, including oversight of contract staff, supervising and controlling a large number of non-trade work teams performing gardening or security activities.

4.5. HIGHER EDUCATION OFFICER LEVEL 5

4.5.1. Training Level or Qualifications

Level 5 duties typically require a skill level that 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 year's 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.

4.5.2. Occupational Equivalent
Administrator with responsibility for advice and determinations; draftsperson, experienced technical officer, entry-level training grade for engineer, computer technician, librarian and research positions

Definition of Professional Positions (HEO Level 5/6P): This grade caters for the entry level of the designated Professional positions (formerly Engineer Grade 1, Computer Officer Grade 1, Research Officer Grade 1 and Librarian Grade 1) where the position holder will have obtained a degree but have less than 3 years’ relevant work experience - see Task Level below). All references to Professional positions refer to these 4 groups.

4.5.3. Level of Supervision
In professional positions, receive routine supervision to general direction, depending on tasks involved and experience and may be required to supervise non-professional staff at close to routine supervision level. In technical and other positions, receive general supervision and may supervise other staff at close to routine supervision level.

4.5.4. 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 (defined above), apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

At this level an HEO 5/6 in Professional positions is expected to progress from the situation in which the person has no relevant experience after graduation (and commencing on the HEO Level 5/6 salary range) in the application of knowledge of actual work problems to the stage where the person can and does perform a wide range of professional tasks under general supervision. Initially the work is reviewed for validity, adequacy and conformity with general requirements but as the person develops professionally and gains experience the person’s work receives progressively less review. The person will be expected to exercise more individual judgement to work at the level of competence of an experienced professional. After 3 years and the satisfactory completion of the above requirements, and satisfactory work performance the person will advance to the base salary of HEO Level 6. As part of this requirement, on-the-job-training, the involvement in relevant professional courses and conferences will be expected.

A person with previous postgraduate experience will only be employed above this training grade (on the base salary of HEO Level 6) if it can be shown that their previous work experience is in a directly related field to the duties the person is required to perform and that experience has been undertaken for a minimum period of 3 years.

4.5.5. Organisational Knowledge
Perform tasks/assignments that require proficiency in the work area’s rules, regulations, 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
4.5.6. Judgement, Independence and Problem Solving
In professional stream positions (as defined), solve problems through the standard application of theoretical principles and techniques. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, 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.

4.5.7. Typical Activities

a) In Technical positions:
   i. Undertake data acquisition and maintenance of some complexity and generate outputs in graphical or report forms;
   ii. Prepare or amend technical data of some complexity in the form of drawings, illustrations, specifications, handbooks, calculations etc;
   iii. Develop new equipment to general specifications;
   iv. 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;
   v. Under broad direction, set up, monitor and demonstrate standard experiments and equipment use;
   vi. Prepare reports of a technical nature; perform tests and analyses of some complexity; undertake and report on field investigations and trials;
   vii. Specify design requirements, prepare estimates, specifications or schedules of quantities for projects of some complexity, arrange for the work to be undertaken, or approve expenditure within delegation limits;
   viii. Undertake drafting activities of some complexity including display activities related to electronic, mechanical, building or mapping systems using conventional or computer aided display systems; prepare associated computations.

b) In Administrative positions:
   i. Integrate information to prepare, compose, draft and/or critically review letters, memos, administrative, financial or technical reports, minutes and/or other documents;
   ii. Co-ordinate and take responsibility for student related functions such as HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams;
   iii. Co-ordinate and provide advice on financial matters related to academic, research, ancillary and part-time teaching activities, co-ordinate grant funding, analyse and project budgetary expenditure;
   iv. Oversee the training requirements and service delivery of discrete groups, eg administrative processing staff, trades and related services staff;
   v. Undertake library support activities (of a higher level than Level 4), including assisting 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.

c) In Professional positions (as defined): (i.e. Higher Education Officer Level 5/6P)
   i. Work as part of a research team in a support role
   ii. Provide a range of library services including bibliographic assistance, information retrieval, original cataloguing and reader education in library and reference services
   iii. Undertake computing activities, programming and/or basic elements of system analysis and systems design
   iv. Investigate and implement programming requirements to rectify or enhance existing computer systems
   v. Provide advice on programming aspects to subject matter staff.
4.6. HIGHER EDUCATION OFFICER LEVEL 6

4.6.1. Training Level or Qualifications
Level 6 duties typically require a skill level that 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.

4.6.2. Occupational Equivalent
Graduate or professional with subsequent relevant work experience (including a computer systems officer, librarian and research officer with at least 3 year's experience), line manager, experienced drafts-person or experienced technical specialist and/or technical supervisor.

4.6.3. Level of Supervision
Professional positions receive general direction, and may be required to guide less experienced professional staff/research students in methods and approaches to problems and may have supervisory responsibilities of non-professional staff at close to routine supervision level.

Technical and administrative positions receive general direction and may have supervisory responsibility (from close to general supervision level) and line management responsibility for technical, administrative and other non-professional staff. This would include setting priorities, monitoring workflow, developing local strategies or work practices in their area of responsibility.

4.6.4. 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.

4.6.5. Organisational Knowledge
Perform tasks/assignments that may require specialist knowledge of major activities of the work area’s existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

4.6.6. 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.

4.6.7. Typical Activities

a) In Technical positions:

i. Manage a teaching or research laboratory, field station or workshop; provide highly specialist technical services; set up complex experiments;

ii. 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;

iii. Liaise with outside organisations, authorities, clients or contractors on complex technical matters, prepare associated reports and recommendations;

iv. Manage a maintenance program of some complexity;
v. Undertake complex drafting activities, including design, computation, preparation and production of drawings and charts; provide guidance to and check the work of subordinate staff;
vi. Perform design and prepare drawings of components, prepare estimates, specifications or schedules of quantities for work;

vii. Carry out inspections and investigations associated with drafting assignments, propose solutions;
viii. Prepare site plants and layouts of equipment, components and plant design and draw reticulated systems, services and connections;
ix. Carry out computations necessary to translate source data into working drawings or designs.

b) In Administrative positions:

i. Provide financial, policy and planning advice;
ii. Service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence;
iii. Monitor expenditure against budget in a school or small faculty;
iv. Write detailed reports or correspondence, material and/or other documents to communicate ideas or concepts related to issues that are sometimes complex or controversial;
v. Provide a range of (non-clinical) counselling services to students;
vi. Provide detailed advice on administrative matters and entitlements related to Superannuation, Income Tax, Retirements, Rollovers etc: coordinate and take responsibility for processing such entitlements.

c) In Professional positions:

i. Work as part of a research team; provide research support activities including carrying out investigative, experimental or developmental work; perform and report on analyses, tests, observations and field trials;
ii. Undertake literature surveys and assist with the preparation of material for publication;
iii. Undertake routine computing work for statistical analysis;
iv. Provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
v. Undertake a range of computer programming tasks including straightforward systems design, programming, reprogramming and investigation and rectification of program malfunctions;
vi. Provide advice, assistance and documentation to computer users;

vii. Analyse less complex user and system requirements.

4.7. HIGHER EDUCATION OFFICER LEVEL 7

4.7.1. Training Level or Qualifications

Level 7 duties typically require a skill level that assumes and requires knowledge or training equivalent to:
- A degree with at least four 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.

4.7.2. Occupational Equivalent

Senior librarian, technical manager, senior professional, scientific officer or senior administrator in a small, less complex faculty
4.7.3. **Level of Supervision**
Limited 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. Supervisors at this level should have demonstrated personnel management skills including an understanding of EEO and OH&S legislation.

4.7.4. **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 administrative positions the tasks undertaken may be of a complex or specific nature encompassing a major area of school/branch operations. In professional (as defined) or technical positions may be a recognised authority in a specialised area and/or perform the role of team leader.

4.7.5. **Organisational Knowledge**
Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities. May be expected to provide subject matter or policy advice across a range of activities or programs that may impact on other areas of the institution's operations.

4.7.6. **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.

4.7.7. **Typical Activities**

a) **In Technical positions:**

i. Manage a complex teaching or research laboratory, field station or workshop for a School;

ii. Undertake very complex design, project planning and development activities relating to buildings, equipment, systems or facilities;

iii. Oversee a section engaged in the preparation or amendment of complex technical information in the form of drawings, illustrations, handbooks, specification manuals and instructions; undertake complex and innovative related activities;

iv. Undertake very complex and innovative installation, testing operation or maintenance activities on buildings, equipment or systems; develop standard methods for installation work;

v. Manage a complex maintenance program;

vi. Manage for technical purposes the resources of a large laboratory or functional unit, maintenance facilities or building program;

vii. Liaise with outside organisations, authorities, clients or contractors on very complex technical matters, prepare associated reports and recommendations;

viii. Undertake engineering or architectural design drafting, investigation or inspection of work requiring an individual contribution of a high order;

ix. Prepare estimates, specifications, schedules or quantities for work;

x. Liaise with other authorities and contractors regarding design or drafting requirements;

xi. Participate in the planning of specialised techniques, production processes, preparation of instructions.
b) In Administrative positions, provide administrative support to relatively small and moderately complex faculties or equivalent, in particular:

i. Draft comprehensive reports, correspondence and/or other documents to communicate ideas or concepts related to matters of some complexity that may have University wide significance;

ii. Provide subject matter expertise or policy advice including technical or professional advice across a range of activities that may be of University wide use but limited significance;

iii. Perform the functions of a faculty registrar in a small faculty;

iv. Undertake investigations and research or take charge of discrete aspects of work associated with the development and review of policies and procedures which may have University wide but limited significance;

v. Train and supervise other professional staff combined with policy development responsibilities which may include research and publication;

vi. Provide a counselling service in a specialised field to students.

c) In Professional computing positions, provide specialist expertise and/or responsibility for managing a group of related activities, which may include:

i. Generate and implement new versions of operating systems and other software;

ii. Examine and report on the efficiency and effectiveness of hardware configurations, software operating systems, data transmission networks and generalised software packages;

iii. Provide advice on software systems to applications programmers and staff in other specialist areas;

iv. Investigate alternative plans for computer applications and draft guidelines outlining probable requirements;

v. Undertake systems analysis and systems design in relation to detailed development and maintenance of computer systems;

vi. Explain the operational aspects of computer systems to users;

vii. Direct investigations by other computing staff to determine the systems design and programming requirements necessary to implement changes to existing computer systems;

viii. Undertake systems design and direct programming changes necessary to enhance, modify or maintain a computer system;

ix. Evaluate and report on the operational efficiency of computer systems in production, making recommendations for improvement where appropriate.

d) In Professional librarian positions, provide specialist expertise and/or responsibility for managing a group of related activities that may include:

i. Develop and promote liaison with the Schools of subject responsibility on matters relating to the building, organisation, use and conservation of the library’s collection;

ii. Plan and provide education support programs for academic staff and students in the Schools of subject responsibility, including consultation with the Information Services Librarian;

iii. Act as a consultant for academic staff and students to advanced levels of information resources in areas of subject responsibility, including computerised information retrieval services;

iv. Provide subject cataloguing independently or for review by subject librarians;

v. Perform original cataloguing of monographic and serial titles and other materials to Australian Bibliographic Network Standards;

vi. Perform authority maintenance work to Australian Bibliographic Network Standards.
e) In Professional research positions, provide specialist expertise and/or responsibility for managing a group of related activities which may include:

i. Provide professional research support by making a minor contribution to the initiation of research work; and a significant contribution to the detailed planning, design and operation of research projects;

ii. Operate and maintain instruments such as electron-microscopes, mass spectrometers and other research support facilities requiring the development of specialised skills;

iii. Supervise other research staff and students in their specific projects and in the use of research facilities;

iv. Survey the research literature in a particular field; evaluate and summarise findings;

v. Sub-edit articles for submission to learned journals;

vi. Apply new approaches to techniques to develop, modify or adapt new methods, requirement and apparatus.

4.8. HIGHER EDUCATION OFFICER LEVEL 8

4.8.1. Training Level or Qualifications

Level 8 duties typically require a skill level that 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.

4.8.2. Occupational Equivalent

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

4.8.3. Level of Supervision

Receive broad direction working with a degree of autonomy. At this level work is assigned only in broad objectives to be accomplished. May supervise or manage other administrative, technical and/or professional staff from general to limited supervision level.

4.8.4. Task Level

Work at this level is likely to require the development of new ways of using a specific body of knowledge that applies to work assignments, or may involve the integration of other specific bodies of knowledge. Examples would include high level project work and development of policies which may impact on a number of the institution's operations and/or programs and the performance of a middle level management function requiring a high degree of independence in the formulation of plans, objectives and policies in relation to meeting area objectives.

4.8.5. 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.

4.8.6. Judgement, Independence and Problem Solving

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures. A person at this level operates with a high degree of independent judgement and initiative within broad guidelines. Originality and ingenuity are required for devising practical and economical solutions to problems.
4.8.7. Typical Activities

a) In Administrative positions:
   i. Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources;
   ii. Manage a function, or development and implementation of policy, requiring a high degree of knowledge and sensitivity;
   iii. Manage a small and specialised unit where significant innovation, initiative and/or judgement are required;
   iv. 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;
   v. Prepare comprehensive reports, correspondence and/or other documents to communicate ideas or concepts related to complex matters which have University wide and sometimes critical significance;
   vi. Perform the function of faculty registrar in a medium size faculty;
   vii. Undertake investigations and research or take charge of discrete aspects of work associated with the development and review of policies and procedures which have critical and University wide significance.

b) In Professional computing positions, undertake complex professional support activities involving a significant degree of originality and judgement that may include:
   i. Lead a team developing computer systems or undertaking specialist activities, including programming, analysis and technical activities, and provide associated advice;
   ii. Manage computing services for a school or branch of medium capacity in terms of size, scope and/or complexity;
   iii. Implement complex and innovative solutions with significant impact on the University's information technology work;
   iv. Direct the maintenance and modification of computer systems.

c) In Professional librarian positions:

   A Librarian classified at this level will be expected to perform library functions detailed in the criteria for Level 7 where due cognisance is given to the diversity, complexity and independence of the position, together with the relevant experience and knowledge of the position holder. Criteria for assessing experience and knowledge will be the existence of the person's ability to appraise and evaluate the services and recommend innovations and improvements. Tasks may include:

   i. Direct a branch or section of the library, taking into account size, scope and/or complexity;
   ii. Ensure the efficient operation and co-ordination of activities in a discrete section/ of the library;
   iii. Supervise, train and co-ordinate the activities of professional and sub-professional staff of the section/ including allocation of duties and participation in their selection and evaluation.

d) In Professional research positions, undertake complex professional support activities involving a significant degree of originality and judgement, which may include:

   i. Control and manage a significant research support facility or scientific work in a specialised field (eg small laboratory, major instrument or equipment);
   ii. Provide and/or manage a consulting, laboratory or other specialised service at an advanced level;
iii. As part of a research team, devise and take charge of the experimental aspects on a research project;
iv. Edit and critically appraise material prepared for submission to learned journals.

4.9. HIGHER EDUCATION OFFICER LEVEL 9

4.9.1. Training Level or Qualifications
Level 9 duties typically require a skill level that 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.

4.9.2. Occupational Equivalent
Manager where the services are of significant size, scope and/or complexity, including administrative, research, professional or scientific. Senior researcher; Faculty administrator. Professional performing particularly complex specialist activities not covered by a higher professional authority.

4.9.3. Level of Supervision
Receive broad direction, work with a considerable degree of autonomy. Will have management responsibility of a major functional area and/or manage other staff including administrative, technical and/or professional staff from general to broad direction level.

4.9.4. Task Level
Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Examples would include high-level project work requiring a multi-perspective approach and development of policies which will have significant effects across the institution. Significant high-level creative, planning and management functions. Responsibility for significant resources.

4.9.5. 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.

4.9.6. Judgement, Independence and Problem Solving
Responsible for program development and implementation. Provide strategic support and advice to Schools, Faculties or Areas at a 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 organisation structures. May operate with a very high degree of independent judgement and initiative within broad guidelines across a wide range of activities. Originality and ingenuity are required for devising practical and economical solutions to a diverse range of problems.

4.9.7. Typical Activities
i. Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources;
ii. 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;
iii. Manage a small and specialised unit where significant innovation, initiative and/or judgement are required;
iv. Provide senior administrative support to the more complex faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit;
v. Direct a branch or section of the library of significant size, scope and/or complexity;
vi. Manage the computing services for a large or faculty that provide particularly complex and broad range of services and specialist activities;
vii. Formulate and assist with the implementation of complex information technology policies, strategic plans or service, delivery projects;
viii. Contribute to the establishment of the functions, aims or objectives of a major University service or facility, such as computer network operations, a chemical analytical service or complex testing rig, and manage such service or facility to ensure that its functions, aims or objectives are met;
ix. Develop significant new methodology or equipment requiring a detailed understanding of the theoretical basis;
x. Apply experimental techniques of an unusual, difficult or sensitive nature;
xii. Write papers for publication in learned journals;
x. Co-ordinate and control research support programs in a specialised field, or a number of research support programs accumulated under a single direction.

4.10. HIGHER EDUCATION OFFICER LEVEL 10

4.10.1. Training Level or Qualifications
Duties at or above this level typically require a skill level that 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.

4.10.2. Occupational Equivalent
Senior program, research or administrative manager

4.10.3. Level of Supervision
Receive broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff, including, technical, administrative and/or professional (as defined) staff.

4.10.4. 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.

4.10.5. 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.

4.10.6. Judgement, Independence and Problem Solving
Be fully responsible for the achievement of significant organisational objectives and programs.

4.10.7. 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 structure, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.