



DECISION

Fair Work Act 2009
s.210—Enterprise agreement

The University of Adelaide
(AG2020/2487)

University of Adelaide Enterprise Agreement 2017-2021

Educational services

COMMISSIONER JOHNS

SYDNEY, 16 SEPTEMBER 2020

Application for variation of the University of Adelaide Enterprise Agreement 2017-2021.

[1] An application has been made for approval of a variation to the *University of Adelaide Enterprise Agreement 2017-2021* (the Agreement). The application was made by The University of Adelaide (**University**) pursuant to section 210 of the *Fair Work Act 2009* (the Act).

[2] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure B.

[4] On 21 August 2020 the Community and Public Sector Union (SPSF Group SA Branch) advised that “as a matter of principle, we do not support reductions in pay and conditions for union members.”

[5] In late August 2020 the Commission received emails from employees of the University who opposed the approval of the variation. The content of their complaints substantially went to matters concerning the merits of the variation rather than any statutory considerations relating to matters such as genuine agreement, pre-approval steps, the National Employment Standards and the Better Off Overall Test. The Employees were provided with an opportunity to formalise their objections to the approval of the variation. None did so.

[6] On 9 September 2020 the National Tertiary Education Union advised that it had “considered the undertakings and submissions [made by the University]. NTEU supports the approval of the variation with the undertakings as provided by the University.”

[7] I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[8] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.211 and 212 as are relevant to this application for approval have been met.

[9] The Applicant provided written undertakings to meet concerns that particular requirements of ss.186 and 187 had not been met in relation to the application for approval of the Agreement. The undertakings were accepted and the Agreement was approved on 27 February 2018. Those undertakings form part of the Agreement as varied.

[10] The variation is approved and the consolidated version of the Agreement, as varied, is [attached](#) to this decision.

[11] In accordance with s.216 of the Act, the variation operates from 16 September 2020.



COMMISSIONER

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IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2020/2487

Applicant:

The University of Adelaide

Section 210 – Application for approval of a variation of an enterprise agreement

Undertaking – Section 212

I, Elysia Ryan, Executive Director, Human Resources, have the authority given to me by the University of Adelaide to give the following undertakings with respect to the application to vary the University of Adelaide Enterprise Agreement 2017-2021 ("Agreement"):

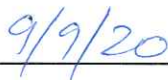
1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES) where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
2. In relation to employees covered by the *Educational Services (Post-Secondary Education) Award 2020*, who are engaged as casual teaching staff and who are required to perform non-teaching duties, the University will pay the award rate for non-teaching duties.
3. In relation to Security Officers, the University will employ any Security Officer only on a continuing or fixed-term basis whilst this Agreement is in operation.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

Elysia Ryan, Executive Director, Human Resources
The University of Adelaide



Date



THE UNIVERSITY
of ADELAIDE

Note - this agreement is to be read together with an Undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.



ENTERPRISE AGREEMENT 2017-2021

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1. ABOUT THIS AGREEMENT

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 2017-2021 (Agreement). It will operate from seven (7) days after the date of approval by the Fair Work Commission and will remain in force until 30 June 2021.

Negotiations for a new Agreement will commence no later than three (3) months prior to the nominal expiry date of this Agreement.

1.2 Application of Agreement

This Agreement will be binding in its terms upon the following persons and organisations (“the parties”):

- The University of Adelaide;
- Staff members of the University, with the exception of the Vice-Chancellor;
- The National Tertiary Education Industry Union (NTEU); and
- The Community and Public Sector Union SPSF Group (SA Branch) (CPSU).

1.3 Interpretation

In this Agreement, unless the contrary intention appears:

| | |
|-----------------------|--|
| “Act” | means the <i>Fair Work Act 2009</i> ; |
| “Agreement” | means the University of Adelaide Enterprise Agreement 2017-2021; |
| “Area” | means a school, faculty, division or branch; |
| “Area Manager” | means Deputy Vice-Chancellors, Vice Presidents, Pro Vice-Chancellors, Executive Deans, Director Human Resources, Chief Executive of External Relations (and a person acting in these positions) and Institute Directors; |
| “consultation” | means discussion between the University and staff before any final decision is made by the University; includes a bona fide opportunity to influence the decision maker; requires the decision maker to give genuine consideration to, and take into account, the views of directly affected staff members and their representatives (including relevant unions) and any alternatives proposed during the consultation period. Consultation does not mean agreement will be reached; |
| “continuous service” | means employment where there has been no break in employment or term of engagement for a period of more than eight (8) weeks; |
| “disciplinary action” | means action taken by the University to discipline a staff member for unsatisfactory performance, misconduct or serious misconduct and is limited to: |

| | |
|------------------------------|---|
| | <ul style="list-style-type: none"> (a) formal written censure/warning; (b) counselling; (c) withholding a salary increment; (d) reducing salary by one (1) or more increments; (e) demotion by one (1) or more classification levels; or (f) termination of employment (except for misconduct); |
| “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; |
| “FTE” | means full time equivalent; |
| “ordinary rate of pay” | means a staff member’s substantive rate of pay, and does not include incentive-based payments and bonuses, monetary allowances, overtime or penalty rates; |
| “part-time” | means employment for less than the ordinary weekly full-time hours specified for a staff member, for which all Agreement entitlements are paid or accrued on a pro-rata basis; |
| “representative” | means a person chosen (including a union representative) by an affected staff member to represent them in relation to any internal process arising out of the application of this Agreement, provided that the chosen person is not a practising solicitor or barrister; |
| “Senior Manager” | means a position as described in Schedule 3 – Professional Staff Annual Salaries; |
| “staff member” | means a person employed by the University of Adelaide; |
| “supervisor” | means the person who is responsible for the day-to-day supervision of a staff member as nominated by the University; |
| “total remuneration package” | means the whole remuneration package comprising of all salary components including base pay, loadings, allowances, bonuses and superannuation; |
| “working day” | means Monday to Friday excluding public holidays. |

1.4 Status of the Agreement

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

1.5 Individual Flexibility Arrangement

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

- 1.5.1 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 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 members 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 clause 1.5.1 (a); and
 - (c) the arrangement is genuinely agreed to by the University and the staff member.
- 1.5.2 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 the staff member being better off overall than they would be if no arrangement was made.
- 1.5.3 The University must ensure that the individual flexibility arrangement:
- (a) is not a precondition of the staff member's employment, reclassification or promotion; and
 - (b) is in writing; and
 - (c) includes the staff member's name and the name of the University; and
 - (d) is signed by the staff member and the University and if the staff member is under 18 years of age, signed by their parent or guardian; and
 - (e) includes details of:
 - i. the terms of the 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.
- 1.5.4 The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed.
- 1.5.5 The staff member 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 the staff member and the University agree in writing at any time.

2. WELCOME TO ADELAIDE

2.1 Contract of Employment

Upon engagement a staff member will be provided with a letter of appointment, which describes whether their employment is continuing, continuing research appointment, fixed-term or casual. The staff member will also be provided with details about their:

- (a) classification level;
- (b) salary on commencement;
- (c) hours or fraction of full-time hours to be worked;
- (d) the period of probation that applies;
- (e) duties; and
- (f) reporting arrangements.

A fixed-term staff member's letter will set out the term of the contract and which fixed-term contract type applies to their employment.

2.1.1 CONTINUING EMPLOYMENT

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

2.1.2 FIXED-TERM EMPLOYMENT

2.1.2.1 Fixed-term employment means employment:

- (a) for a specified term or ascertainable period, for which the contract of employment specifies the start and end dates of that employment; and/or
- (b) for which the contract of employment specifies the circumstance(s) or contingency relating to a specific task or project upon the occurrence of which the term of the employment will expire.

2.1.2.2 A fixed-term contract is not terminable by the University other than:

- (a) during a probationary period; or
- (b) for unsatisfactory performance; or
- (c) for serious misconduct.

2.1.2.3 A fixed-term staff member will have the same entitlements (e.g. to leave and the calculation of continuous service) as would apply to a continuing staff member in an equivalent fraction.

2.1.3 CASUAL EMPLOYMENT

Casual employment means employment on an hourly basis. The staff member is paid a loading in addition to the hourly rate appropriate to the classification level of the work undertaken.

2.1.4 CONTINUING RESEARCH APPOINTMENTS

In this clause:

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

2.1.4.1 Eligibility

A staff member engaged in externally funded research is eligible to apply for and be offered a Continuing Research Appointment where they:

- (a) are 0.5 FTE or more;
- (b) are an academic or professional staff member who has been employed by the University for a period of three (3) years or more, and are to be appointed to a second or subsequent consecutive contract; and
- (c) were employed through a competitive and open selection process, or have completed 10 years of service.

The University may, at its discretion, approve the staff member’s application even though not all eligibility criteria in this clause have been met.

2.1.4.2 Applications

Applications must be made in writing to the University and the University will advise the staff member 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:

- (a) History of the staff member’s employment with the University;
- (b) Detail about the research grants the staff member has worked on and the staff member’s role; and
- (c) A report from the staff member’s supervisor about the staff member’s performance.

2.1.4.3 Refusal of Applications on Reasonable Grounds

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

- (a) the criteria in clause 2.1.4.1 are not satisfied;
- (b) that it is unlikely that there will be sufficient revenue or funding available to provide continuing support for the staff member’s employment beyond a further three (3) year period;

- (c) that the staff member's performance has not been assessed as being at least satisfactory;
- (d) that the staff member is 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
- (e) that the staff member is a student, and their status as a student is the primary reason for their appointment.

2.1.4.4 Measures to Avoid Termination of a Continuing Research Appointment

Where the funding that supports a staff member's Continuing Research Appointment ceases:

- (a) the University may transfer the staff member to another equivalent position; or
- (b) at the discretion of the relevant Senior Manager, the staff member may be employed using other available funding, where:
 - i. the use of such funding is for a limited period; and
 - ii. there is a reasonable expectation that alternative research funding or a continuing appointment will become available;
- (c) if, during the notice period specified in clause 2.1.4.7 the funding for the position is renewed, the notice period ceases to apply and employment continues;
- (d) 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:
 - i. paid annual leave and/or long service leave; and thereafter
 - ii. 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
- (e) if the staff member's 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, the staff member's 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.

2.1.4.5 Termination of a Continuing Research Appointment

- (a) 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 the staff member's skills and experience will not enable the staff member to complete the requirements of the position; or
 - iii. termination is within the probation, unsatisfactory performance or disciplinary provisions of this Agreement.

- (b) If the staff member's employment is terminated under clause 2.1.4.5 (a)i. and/or (a)ii. above and the staff member would otherwise seek to continue their employment with the University and the staff member is eligible, they will be provided with notice and severance payments under clause 2.1.4.7.

2.1.4.6 Conditions

- (a) If a staff member is engaged on a Continuing Research Appointment they will receive the same entitlements as other continuing staff members, including superannuation.
- (b) The following provisions do not apply to staff members 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 – Redundancy;
 - iii. Provisions applicable to staff members employed on fixed-term employment as specified elsewhere in this Agreement.

2.1.4.7 Notice Periods and Severance

- (a) Where a staff member's appointment is terminated in accordance with clause 2.1.4.5 (a)i. and/or (a)ii. they will be provided with a minimum of four (4) weeks' notice of termination, or five (5) weeks if they are over 45 years of age, which the University may pay in lieu of notice.
- (b) Severance Payment

| Length of Continuous Service | Weeks' Pay* |
|---|-------------|
| More than 1 year and up to the completion of 2 years | 4 |
| More than 2 years and up to the completion of 3 years | 6 |
| More than 3 years and up to the completion of 4 years | 7 |
| More than 4 years and up to the completion of 5 years | 8 |
| More than 5 years and up to the completion of 6 years | 10 |
| More than 6 years and up to the completion of 7 years | 11 |
| More than 7 years and up to the completion of 8 years | 13 |
| More than 8 years and up to the completion of 9 years | 14 |
| More than 9 years and up to the completion of 10 years | 16 |
| More than 10 years and up to the completion of 15 years | 17 |
| More than 15 years | 18 |

*Where one (1) week's pay is based on the ordinary rate of pay.

Where a staff member has had periods of both part-time and full-time employment the calculation will be proportionate to such periods of service.

- (c) Severance pay will not apply if the staff member:
- i. has resigned or declined an offer of further employment;
 - ii. has obtained further employment within the University without the loss of accrued entitlements; or
 - iii. has been assisted by the University in securing the same or similar employment with another employer, with a transfer of all accrued entitlements.

2.2 Hours of Work – Professional Staff

2.2.1 ORDINARY HOURS AND SPAN OF HOURS

- 2.2.1.1 The ordinary hours of work 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 (8) hours per day Monday to Friday, between the hours of 7.00am to 7.00pm.
- 2.2.1.2 Different ordinary hours of work or a different span of hours for discrete groups may be implemented following consultation with affected staff members or, if they request, their representatives, through a local area work agreement.
- 2.2.1.3 A different span of hours will operate for the following occupational groups as specified:

| | |
|--|--|
| Library Lending Services, Reference and Research Staff | 8am to 10pm Monday to Friday according to roster but not exceeding eight (8) hours in any one (1) day. |
| Security Officers (annualised salaries) | Normally 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. |

2.2.2 WORKING OFFSHORE

This clause overrides clause 2.2.1 and clause 3.6 in this Agreement, and only applies to professional staff members.

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

2.2.2.1 Hours of Work

- For each day travelling or working offshore, a staff member will be considered to have worked no more than seven (7) hours and 21 minutes in any one (1) day.
- 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.
- Travel, work and rest/recovery will be agreed and recorded in advance with the staff member's supervisor prior to departure.
- While working offshore, a staff member is expected to take one (1) rest day for every five (5) consecutive days work (excluding travel days). The staff member must take their one (1) rest day immediately subsequent to working offshore, or they may take their one (1) rest day at another time by agreement with their supervisor.

2.2.2.2 Reimbursement of Expenses

- The University will meet reasonable, relevant expenses incurred by a staff member while travelling offshore on behalf of the University.

- (b) The staff member must retain evidence of expenses and ensure funds are acquitted within the stipulated time frames and approved budget limits.

2.2.3 MEAL BREAKS

All staff members 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 the staff member's supervisor.

2.3 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 on terms that correspond with one (1) of the employment types described in this section. With the approval of their supervisor, a staff member may engage in additional casual work (as defined in clause 2.1.3) unrelated to, or identifiably separate from, their normal duties.

2.3.1 SPECIFIC TASK OR PROJECT

A specific task or project is a definable work activity which has a starting time and which is expected to be completed within an anticipated time frame. Without limiting the generality of that circumstance, it will also include a period of employment:

- (a) supported wholly or substantially by identifiable and non-recurrent funding external to the University, not being funding that is part of an operating grant from government to the University, or funding comprised of payments of fees made by or on behalf of tertiary students enrolled in a course or program at the University; or
- (b) providing support to other staff members, all or a majority of whom are engaged on fixed-term contracts.

2.3.2 SENIOR STAFF CONTRACTS

A fixed-term Senior Staff Contract may be offered to the following:

- (a) A person to be appointed as an Area Manager;
- (b) A person to be appointed as a Head of School or equivalent;
- (c) Professional staff to be appointed at the classification level of Senior Manager or to a position to which a total remuneration package greater than \$260,000 (or part-time equivalent) applies; or
- (d) Academic staff to be appointed to a position to which a total remuneration package greater than \$260,000 (or part-time equivalent) applies.

Where a person enters into a Senior Staff Contract, then the terms of this Agreement (other than this clause) will not apply to the employment, except in relation to annual leave, long service leave, personal leave, compassionate leave, community service leave, public holidays, parental leave, voluntary flexible work arrangements, concurrent partner leave, academic freedom and salary packaging.

2.3.3 RESEARCH-ONLY

Where a staff member will be engaged to undertake research-only functions, they may be engaged for a fixed period not exceeding five (5) years.

2.3.4 REPLACEMENT STAFF MEMBER

Where a staff member will be employed for a fixed period to:

- (a) 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
- (b) 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;
- (c) 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.

2.3.5 RECENT PROFESSIONAL PRACTICE

Where a curriculum in professional, commercial, clinical or vocational education requires that work be undertaken by a person 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.

2.3.6 APPRENTICESHIP OR TRAINEESHIP

Where an apprentice or trainee is employed:

- (a) pursuant to an apprenticeship or traineeship approved by the relevant State or Territory training authority; or
- (b) pursuant to a similar Aboriginal or Torres Strait Islander employment initiative.

2.3.7 PRE-RETIREMENT CONTRACT

- 2.3.7.1 If a continuing staff member formally advises their supervisor of their intention to retire, a fixed-term contract expiring on or around the agreed retirement date may be negotiated.
- 2.3.7.2 The appropriate Area Manager will have discretion as to whether the application is approved.
- 2.3.7.3 A pre-retirement contract will not exceed three (3) years and the minimum loading payable will be 10%. The loading will be superannuable.
- 2.3.7.4 At the conclusion of the pre-retirement contract, the staff member 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.
- 2.3.7.5 If a staff member accepts a fixed-term pre-retirement contract, they will not be entitled to either a redundancy payment as provided in clause 6.7 of this Agreement or a severance payment.

2.3.8 FIXED-TERM CONTRACT EMPLOYMENT SUBSIDIARY TO STUDENTSHIP

Where a person is enrolled as a student, 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 2.3, 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:

- (a) such fixed-term 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
- (b) 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; and
- (c) a full-time student will not be offered a contract of more than 0.5 FTE fractional time.

2.3.9 CONVERTIBLE ACADEMIC EMPLOYMENT CONTRACT

2.3.9.1 A convertible academic employment contract is a fixed-term contract where the position is offered for a maximum period of three (3) years on the basis that the University will, at the expiration of the contract, convert the employment from fixed-term to continuing employment unless:

- (a) the staff member has not met, to the University's satisfaction, the performance expectations set by the University and communicated to the staff member from time to time during the contract, consistent with the requirements of the position; or
- (b) the position is no longer required by the University.

2.3.9.2 The University may extend the period of the fixed-term contract referred to in clause 2.3.9.1 in accordance with any period of parental leave or other extended leave of absence.

2.3.9.3 Where the Head of School (or equivalent) intends not to offer conversion to continuing employment at the expiry of the fixed-term contract under clause 2.3.9.1, they will refer the recommendation to the Executive Dean (or equivalent) who will make a final determination on the recommendation, and if the recommendation is based on the grounds specified in clause 2.3.9.1 (a) will consider whether the performance expectations were:

- (a) communicated to the staff member from time to time during the employment; and
- (b) reasonable; and
- (c) met by the staff member.

2.3.9.4 The staff member will receive a copy of any recommendation by the Head of School under clause 2.3.9.3 at least eight (8) weeks prior to the expiry of their contract and will have an opportunity to comment on the recommendation before a final determination is made by the Executive Dean (or equivalent).

- 2.3.9.5 In circumstances where the Head of School has made a recommendation not to offer conversion, the University may, in its discretion, offer the staff member an extension of their fixed-term contract for a period of up to 12 months.
- 2.3.9.6 A Convertible Academic Contract staff member may be required to serve a period of probation which will be for a period of no longer than six (6) months.

2.3.10 ORGANISATIONAL CHANGE

- 2.3.10.1 Fixed-term employment may be offered to staff members in an identifiable work unit that:
- (a) is a new unit performing one (1) or more functions or teaching one (1) or more 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;
 - (b) is performing one (1) or more functions or teaching one (1) or more programs at a new location that is not less than 50km from any campus where those functions or programs have previously been taught or performed and where the prospective need or demand for those functions or programs is uncertain or unascertainable at the time of commencing them at the new location;
 - (c) experiences a sudden and unanticipated increase or decrease in enrolments; or
 - (d) is performing one (1) or more functions or teaching one (1) or more programs the provision of which will cease within a reasonably certain time, and a final decision has been made to disestablish part or all of the unit.
- 2.3.10.2 Fixed-term employment categories in clauses 2.3.10.1 (a), (b) and (c) may be used for up to three (3) years from the date of the relevant functions or programs commencing, or the unanticipated increase or decrease in enrolments. Fixed-term positions offered under these categories may not be extended or renewed, may only be offered once and will be for a period of no more than three (3) years and not less than one (1) year.
- 2.3.10.3 The fixed-term employment category in clause 2.3.10.1 (d) may be offered for a duration equivalent to the length of the phase-out of the unit or relevant part of the unit. Should the work continue at the end of the proposed phase-out time, the incumbent will be offered the further work as set out in clause 2.3.13.2.

2.3.11 TEACHING FELLOWSHIPS

- 2.3.11.1 Teaching Fellowships will:
- (a) be full time or part time;
 - (b) have a duration of not less than twelve months and no more than three (3) years; and
 - (c) may be allocated a workload of up to 75% teaching and teaching related duties.

2.3.11.2 Appointment to a Teaching Fellowship will be restricted to persons who have:

- (a) been awarded a PhD or would be likely to have been awarded a PhD by the commencement of the appointment; or
- (b) performed casual teaching work for the University in at least two (2) teaching periods during the past three (3) years.

2.3.11.3 Teaching Fellowship appointments will be made on the basis of an open, competitive and merit-based selection process.

2.3.11.4 Teaching Fellowships may be used to employ prospective and existing University staff at the School of Veterinary and Animal Sciences as part of an accredited internship. Interns are recently graduated veterinarians employed as academic staff, are not research active and are not allocated research responsibilities.

2.3.12 OTHER CIRCUMSTANCES

2.3.12.1 Where a work unit identifies any other circumstances where employment is to be for a fixed period, then, subject to a successful application to the relevant Area Manager (which may relate either to a particular position or to a type of position), a staff member may be engaged for a fixed period(s) which will not exceed five (5) years.

2.3.12.2 Any application under this clause will be accompanied by a written justification and will be subject to approval by both the relevant Area Manager and the relevant union.

2.3.12.3 This clause may be used to employ prospective and existing University staff who are:

- (a) fully qualified veterinarians at the School of Veterinary and Animal Sciences as academic staff members, who have had at least two years' experience and are studying for a specialist qualification as part of an accredited resident program; or
- (b) engaged by Professional and Continuing Education in an English Language or Community Teaching Program.

2.3.13 FURTHER EMPLOYMENT

2.3.13.1 Before a staff member's contract expires, the University will advise them whether or not there is an ongoing need for the position.

2.3.13.2 Where the University advises them that there is an ongoing need for the position, the staff member will be given further employment in the position provided that:

- (a) they were employed in the relevant position through a competitive and merit-based selection process; and
- (b) they have performed satisfactorily in that position.

2.3.13.3 If a staff member is currently employed on a fixed-term contract that was made prior to this Agreement, their contract will not change. Any new contract must be made in accordance with this Agreement.

2.3.14 NOTICE PERIODS

2.3.14.1 Notwithstanding any entitlement available to a staff member under their contract of employment or under this Agreement on account of their continuous service, a staff member will be entitled to the following notice period:

- (a) A fixed-term staff member, engaged on a fixed-term contract to work in the circumstances described in clause 2.3.1 (Specific Task or Project) or clause 2.3.3 (Research-Only) of this Agreement, will be provided with notice of the University's intention to renew or not to renew their employment with the University upon the expiry of their contract.
- (b) Notice provided will be:

| Period of Continuous Service | Period of Notice |
|------------------------------|------------------|
| Less than 3 years | 2 weeks |
| 3 years or over | 4 weeks |

- (c) A staff member who is over the age of 45 years at the time the University gives them notice in accordance with this clause and who has had at least two (2) years continuous service, will be entitled to an additional week's notice.

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

2.4 Scholarly Teaching Fellows

An academic staff member may be employed on a continuing basis as a Scholarly Teaching Fellow, subject to the terms of this clause.

- 2.4.1 Scholarly Teaching Fellows will undertake teaching and teaching related duties that would otherwise have been performed in the University by casual academic staff.
- 2.4.2 The University will appoint on the basis of an open and merit-based selection process, 35 FTE Scholarly Teaching Fellows over the life of this Agreement.
- 2.4.3 Applicants for a Scholarly Teaching Fellow appointment must have at least one (1) year's academic employment experience in an Australian University. An application may not, however, be made by a person who has held a continuing academic appointment in an Australian University.
- 2.4.4 Scholarly Teaching Fellows may be allocated a workload of up to 75% teaching and teaching related duties. Scholarly Teaching Fellows will be paid in a salary range commencing at Level A, step 3, with annual incremental progression where performance is assessed as satisfactory by the University, up to a maximum of Level B, step 6, provided that any Level A Scholarly Teaching Fellow required to carry out full unit co-ordination duties as part of normal duties, and/or who holds a relevant doctoral qualification will be paid at a salary no lower than Level A, step 6.

- 2.4.5 A Scholarly Teaching Fellow may apply for academic promotion in accordance with the University's Promotion Procedure. If promoted, they are no longer a Scholarly Teaching Fellow, and their workload will be allocated in accordance with clause 5.4 of this Agreement.

2.5 Probation, Tenure and Confirmation

This clause applies to staff members employed on fixed-term contracts of greater than six (6) months and staff members appointed to continuing positions. For staff members employed on fixed-term contracts of less than six (6) months, the University may monitor the staff member's performance by regularly meeting the staff member and setting and reviewing expectations.

2.5.1 PROFESSIONAL STAFF PROBATION

2.5.1.1 Period of Probation

- (a) Professional staff members appointed to positions for more than six (6) months will serve a probation period of up to six (6) months.
- (b) By agreement the staff member's probation period may be extended by up to a further six (6) months.
- (c) If the staff member has served a probation period with the University in the same or a similar position they 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 the staff member is absent from duties for a period in excess of 20 consecutive working days, their probation period may be extended for the period of absence.

2.5.1.2 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, the applicable position description and the selection criteria for the position.
- (c) During a staff member's probation period, their supervisor will inform them of any deficiencies in their performance or conduct and the improvements necessary to meet the required standard.
- (d) If a staff member's supervisor considers they have evidence that there is a problem(s) with the staff member's performance, as soon as practicable the staff member will receive written advice of the nature of the problem(s) and the specific improvements required.

- (e) A staff member's performance will be monitored in accordance with the University's Planning, Development and Review (PDR) process referred to in clause 5.2.

2.5.1.3 Probation Meetings

| | |
|-----------------------------------|--|
| 1 st probation meeting | As soon as possible after commencement. |
| Subsequent probation meeting/s | Monitor and discuss performance. |
| Final probation meeting | Normally, no later than four (4) weeks prior to the end of the probation period. |

2.5.1.4 Confirmation of Employment

- (a) A staff member's employment will be confirmed if their supervisor recommends that they fulfil the position requirements.
- (b) If a staff member has been appointed to a continuing position and by close of business on the last day of their probation period the staff member has not received notice as to the status of their probation, the staff member's employment will automatically be confirmed.

2.5.1.5 Termination of Employment during Probation

- (a) A staff member's employment may be terminated if they are unsuited to the position, either by reason of performance or conduct, or if the claims which the staff member made in the selection process were found to be untrue or not substantiated by their performance in the position.
- (b) If a staff member's supervisor seeks to recommend termination of their employment, the staff member 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. The staff member 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 the staff member's employment, the staff member will have 10 working days written notice that their employment will be terminated. The staff member will receive payment in lieu of notice for part or all of the notice period.
- (d) The University may terminate a staff member's employment without notice if the staff member has been found to have engaged in conduct of a kind such as it would be unreasonable to require the University to continue their employment during a period of notice.

2.5.2 ACADEMIC STAFF – PROBATION, TENURE AND CONFIRMATION

2.5.2.1 Period of Probation

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

| Duration of contract of employment | Maximum probation |
|---|--------------------------|
| Fixed-term contract of more than six (6) months, including staff employed on Convertible Academic Employment Contracts under clause 2.3.9 | Six (6) months |
| Continuing | Three (3) years |

- (b) 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.
- (c) If during the first six (6) months of the probation period the staff member is absent from duties for a period in excess of 20 consecutive working days, their probation period may be extended for the period of absence.

2.5.2.2 Performance Review during Probation

- (a) A staff member appointed to a continuing position will participate in performance reviews during any probationary period. There should be at least two (2) performance reviews. The timing of those reviews should include:
 - i. A review around midway during probation
 - ii. A review six (6) months before the completion of their probation.
- (b) A staff member appointed on a fixed-term contract will participate in at least one (1) performance review during any probationary period.
- (c) Such reviews should be based on the relevant classification standards and the staff member's performance during the probationary period in the following categories, where relevant:
 - i. Teaching (and related duties) - including evaluation by students and evidence of teaching expertise;
 - ii. Research, scholarship and/or creative activity;
 - iii. Administration and service to the University; and
 - iv. Professional activity including service to the community.
- (d) For an academic at level A, B, or C, the review should address (c)i. and ii. and either (c)iii. or iv. For levels D and E the review should address all categories.

2.5.2.3 Confirmation of Continuing Employment for Academic Staff (Tenure)

- (a) This clause applies if an academic staff member has been appointed to a continuing position and is required to serve a period of probation.
- (b) Prior to the end of the probation period, the staff member's supervisor must make a recommendation to the Executive Dean as to whether the academic staff member's employment should be confirmed or terminated, which may include a recommendation to extend the probation period.
- (c) Prior to making a recommendation, the supervisor should consult with relevant academic peers who have worked with the staff member during their probation period to seek written and/or oral comments about their performance.
- (d) If the Executive Dean from the relevant Faculty is satisfied that the staff member fulfils the position requirements, after considering a

recommendation from the staff member's supervisor, the staff member's employment will be confirmed.

- (e) If a period of probation in a continuing appointment comes to an end, and the process outlined in paragraphs (b) and (c) of this clause has not by then been initiated, the staff member will have their employment confirmed from the end of the probation period.
- (f) If a staff member is promoted during a period of probation in a continuing appointment they will have their employment confirmed from the date the promotion takes effect.

2.5.2.4 Continuing Employment Not Confirmed – Termination or Extension of Probation

- (a) If the Executive Dean considers that the employment of a staff member appointed to a continuing position should not be confirmed, or that more time is required to assess the staff member's suitability for continuing employment, the Executive Dean will make one (1) 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 the staff member's employment with the University be terminated.
- (b) The Deputy Vice-Chancellor will consider the recommendation forwarded by the Executive Dean and may make such further enquiries as they consider appropriate in making their decision.
- (c) If the Deputy Vice-Chancellor is satisfied that there should be an extension to probation, they will advise the staff member in writing of:
 - i. the reasons for the extension;
 - ii. the period of the extension; and
 - iii. when the extension will take effect.
- (d) The extension will take effect as advised. The confirmation process set out in clause 2.5.2.3 will be applied at the end of the extended probation period.
- (e) If the Deputy Vice-Chancellor is satisfied that the staff member's employment with the University should be terminated, they will forward a recommendation to that effect to the Vice-Chancellor and provide the staff member with a copy of the recommendation.
- (f) The staff member will have five (5) working days from receipt of the Deputy Vice-Chancellor's recommendation to apply for an internal review of the recommendation.
- (g) If the Vice-Chancellor decides to terminate the academic staff member's employment on receipt of a recommendation from the Deputy Vice-Chancellor:
 - i. the staff member will be notified in writing that their employment will be terminated; and
 - ii. the staff member will be provided with notice as specified in their contract of employment or as set out in clause 6.2 (whichever is the greater). The University may substitute payment in lieu of all or any part of that period of notice.

- (h) Where a probation period (including any extension) for a staff member appointed to a continuing position comes to an end without a decision having been made on their continuing employment under this clause, the probation period will be extended for as long as is necessary to complete any decision-making process.

2.5.2.5 Termination of Employment during Probation – Continuing Academic Staff

- (a) This clause applies if an academic staff member has been appointed to a continuing position and is required to serve a period of probation.
- (b) Subject to clause (c), an academic staff member's employment may be terminated at any time during probation for reasons including:
 - i. the staff member is unsuited to the position, either by reason of performance or conduct;
 - ii. the claims which the staff member made in the selection process are found to be untrue or not substantiated by their performance or conduct in the position;
 - iii. the staff member has failed to complete any activity required of them by the University during the probation period without reasonable explanation.
- (c) An academic staff member's employment may not be terminated under this clause in circumstances where the confirmation process set out in clause 2.5.2.3 has already commenced.
- (d) If the Deputy Vice-Chancellor is satisfied that the staff member's employment with the University should be terminated, they will forward a recommendation to that effect to the Vice-Chancellor and provide the staff member with a copy of the recommendation.
- (e) The staff member will have five (5) working days from receipt of the Deputy Vice-Chancellor's recommendation to apply for a review of the recommendation.
- (f) If the Vice-Chancellor decides to terminate the academic staff member's employment on receipt of a recommendation from the Deputy Vice-Chancellor:
 - i. the staff member will be notified in writing that their employment will be terminated; and
 - ii. the staff member will be provided with notice as specified in their contract of employment or as set out in clause 6.2 (whichever is the greater). The University may substitute payment in lieu of all or any part of that period of notice.
- (g) The University may terminate a staff member's employment without notice at any time during a probationary period if they have been found to have engaged in conduct of a kind such as it would be unreasonable to require the University to continue their employment.

2.5.2.6 Termination of Employment during Probation – Fixed-Term Academic Staff

- (a) This clause applies to academic staff on fixed-term contracts.
- (b) An academic staff member's employment may be terminated at any time during probation for reasons including:

- i. the staff member is unsuited to the position, either by reason of performance or conduct;
 - ii. the claims which the staff member made in the selection process are found to be untrue or not substantiated by their performance or conduct in the position;
 - iii. the staff member has failed to complete any activity required of them by the University during the probation period without reasonable explanation.
- (c) If the Deputy Vice-Chancellor is satisfied that the staff member's employment with the University should be terminated, they will forward a recommendation to that effect to the Vice-Chancellor and provide the staff member with a copy of the recommendation.
- (d) The staff member will have five (5) working days from receipt of the Deputy Vice-Chancellor's recommendation to apply for a review of the recommendation.
- (e) If the Vice-Chancellor decides to terminate the academic staff member's employment on receipt of a recommendation from the Deputy Vice-Chancellor:
 - i. the staff member will be notified in writing that their employment will be terminated; and
 - ii. the staff member will be provided with notice as specified in their contract of employment or as set out in clause 6.2 (whichever is the greater). The University may substitute payment in lieu of all or any part of that period of notice.
- (f) The University may terminate a fixed-term academic staff member's employment without notice at any time during a probationary period if they have been found to have engaged in conduct of a kind such as it would be unreasonable to require the University to continue their employment.

2.6 Academic Freedom and Staff Rights

2.6.1 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 members to engage in critical enquiry, intellectual discourse and public controversy without fear or favour but does not include the right to harass, intimidate, vilify or to maliciously damage the reputation of the University.

2.6.2 STAFF RIGHTS

The University acknowledges that all staff members, 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, 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.

2.6.3 MORAL RIGHTS

The University recognises, in relation to a staff member's employment with the University, their 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.

2.7 Academic Staff Supervision

- 2.7.1 Each academic staff member will be advised in writing of the position of their nominated supervisor.
- 2.7.2 The supervisor will normally be the Head of School in which the academic staff member is employed. While remaining accountable, a Head of School may delegate some supervisory functions to a Discipline/Unit Head.
- 2.7.3 Wherever possible, supervisors will be competent in the broad areas of expertise of the academics for whom they are responsible.
- 2.7.4 The supervisor will receive appropriate training in academic staff assessment techniques.
- 2.7.5 Academic staff members may request the nomination of an alternative supervisor except in circumstances where activity relating to the provisions in clause 8 has commenced.

3. SALARY AND BENEFITS

3.1 Salary

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

- 3.1.1 This Agreement includes salary increases as follows:
- (a) a \$2000 uplift in annual salary applied from the first day of the first full pay period in March 2018;
 - (b) a 1.5% increase applied from the first day of the first full pay period in March 2019;
 - (c) a 1.5% increase and a \$400 uplift in annual salary applied from the first day of the first full pay period in March 2020; and
 - (d) a 1.5% increase applied from the first day of the first full pay period in March 2021.
- 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 members other than casuals.
- 3.2.2 Subject to clause 2.4, if a staff member is in receipt of a salary which is less than the maximum incremental rate for their classification, the staff member will be entitled to progress to the next incremental rate on the salary scale for their classification until they reach the maximum incremental rate for that classification after satisfactory completion of each successive year of continuous service.

3.3 Superannuation

- 3.3.1 From the commencement of the Agreement to the first pay period on or after 1 July 2021 the University will:
- (a) maintain the existing superannuation contributions for staff employed on a continuing or fixed-term basis, and
 - (b) for staff employed on a casual basis make compulsory employer contributions as required by the applicable superannuation guarantee legislation.
- 3.3.2 From the first full pay period on or after 1 July 2021 the University will:
- (a) make employer superannuation contributions of 17% for staff employed on a continuing or fixed-term basis, and
 - (b) for staff employed on a casual basis, make compulsory employer contributions as required by the applicable superannuation guarantee legislation.

- 3.3.3 UniSuper will continue to be the sole fund for employer contributions for all current and new staff members except as agreed by the University or as provided for in clause 3.3.4.
- 3.3.4 For staff members with an existing entitlement to retain membership in 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.
- 3.3.5 A staff member will be required to make such employee contributions as may be required by the scheme to which the staff member's contributions are allocated in accordance with clauses 3.3.3 and 3.3.4 of this Agreement.
- 3.3.6 If permitted by UniSuper during the life of this Agreement, the University may agree, at the request of a staff member, to reduce the employer superannuation contribution and increase the salary of the staff member to the extent it does not increase the total employment cost to the University.

3.4 Salary Packaging

- 3.4.1 This clause does not apply to casual staff members and staff members with a fixed-term contract of less than 12 months.
- 3.4.2 A staff member may choose to package part of their salary from a list of items and conditions in the University's salary packaging guidelines.
- 3.4.3 Where a staff member elects to salary package they will enter into a salary packaging agreement (SPA). An SPA is the formal administrative instrument (e.g. an approved application form) between the staff member and the University that enables salary packaging arrangements to be put in place.
- 3.4.4 Subject to any conditions in the University's salary packaging guidelines, the salary payable to the staff member will be the salary payable under the SPA, despite any other provision in, or Schedule of, this Agreement.
- 3.4.5 Regardless of a reduction in salary in accordance with this clause, all entitlements under this Agreement based on the staff member's salary (including superannuation entitlements) shall be calculated on the salary to which the staff member is entitled under the relevant Schedule of this Agreement.

3.5 Payroll Deductions

- 3.5.1 At the written request of a staff member (other than a casual staff member), the University will provide for the deduction of union dues from salary at a rate or amount advised from time to time as payable under the union's rules. There will be no charge to the staff member for this service. The staff member or the union will be entitled to cancel the arrangement at any time by advice in writing.

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

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

3.6 Overtime for Professional Staff

3.6.1 Staff members may be required by their supervisor to work reasonable overtime.

3.6.2 Unless a staff member is required to work a rostered shift as detailed in clause 3.8, the staff member may be paid overtime if:

- (a) the staff member has prior approval from their 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 2.2.1.

3.6.3 Where it is not possible to obtain approval from the staff member's supervisor prior to the overtime being worked and it has subsequently been agreed that the work was necessary, it will be deemed that the staff member was authorised to work the overtime.

3.6.4 A staff member must be authorised to work in excess of 73.5 hours per fortnight or more than eight (8) hours in any one (1) 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 a staff member is classified or acting at the level of HEO8 or above, they 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 Overtime is paid under this clause unless the staff member and their supervisor agree the staff member may take time off in lieu 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 (7.00am-7.00pm) where work continues beyond 7.00pm on a weekday; 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

- 3.7.1 This clause does not apply to academic staff members or casual professional staff members.
- 3.7.2 If a staff member is required to perform the whole of the duties of a position at a higher classification level, they will be entitled to payment of a higher duties allowance.
- 3.7.3 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.
- 3.7.4 The rate of the allowance will be the difference between the staff member's substantive salary and the salary applicable to the higher classification. Where the difference is less than 1.5% of a staff member's substantive salary, the higher duties allowance will be paid at the next appropriate increment.
- 3.7.5 Upon completion of each year of performing some or all of the duties of a higher classified position, a staff member will be entitled, subject to clause 3.2, to progress to the next increment of the salary range applicable to the position in which the staff member is acting.
- 3.7.6 If a staff member is 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.
- 3.7.7 Where a staff member has been in receipt of the allowance in excess of two (2) years, they will be appointed to the higher classified position where that higher classified position is vacant and where the previous staff member will not be returning to the higher classified position.

3.8 Shift Allowances and Rostering

- 3.8.1 These allowances do not apply to casual staff members or staff members on annualised salaries where the salary has been set with regard to shift work.
- 3.8.2 A staff member may be required to perform their normal hours of work on the basis of rostered shifts. The staff member will be consulted on a change

to normal hours of work prior to implementation and that will take into account the staff member's needs.

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

| | |
|--|---|
| Morning shift - commencing at or after 4am but before 7am, Monday to Friday | An additional 15% for all time worked. |
| Evening shift - commencing at or after 12 noon but before 10pm, Monday to Friday | An additional 15% for all time worked. |
| Night shift - commencing at or after 10pm but before 4am, Monday to Friday | An additional 30% for all time worked. |
| Saturday shift – for shift work on a Saturday | An additional 50% for all time worked on a Saturday. |
| Sunday shift – for shift work on a Sunday | An additional 100% for all time worked on a Sunday. |
| Public Holiday | An additional 150% for all time worked on a public holiday. |

3.8.4 The shift allowances above are not cumulative. Where more than one (1) allowance may be applicable the staff member will be paid the highest of the applicable rates.

3.8.5 If a staff member relies on public transport and it is not available when they are recalled to duty, the staff member will be recompensed the cost 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 the staff member is undertaking approved studies;
- (d) normally provided to the staff member if they request or volunteer to work on rosters where shift allowances apply.

3.9 On-Call and Standby Allowances

3.9.1 ON-CALL CONDITIONS

If a staff member is rostered to be on-call:

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

3.9.2 CALL OUT TO WORK

- 3.9.2.1 If a staff member is classified at a level below HEO8, they will be paid for all time worked when called out to work, in accordance with clause 3.6 (or time off in lieu by agreement).
- 3.9.2.2 Time worked when a staff member is called out to work will include necessary travel to and from work.
- 3.9.2.3 If a staff member is on-call and they are called out to work they will receive a minimum payment of three (3) hours at overtime rates.
- 3.9.2.4 If a staff member is on-call and travels to work as a result of being called out the staff member will be:
- (a) reimbursed by the University for their 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 the staff member will not be required to use a private vehicle for work purposes; or
 - (b) permitted to use a taxi at the University's expense to travel to and from the workplace; or
 - (c) permitted to use, when available, a University vehicle to travel to and from the workplace.
- 3.9.2.5 If a staff member is called out to work they 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

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

| | |
|-------------------|-----------------------------------|
| Monday to Friday | 7.5% of hourly rate for each hour |
| Saturday – Sunday | 10% of hourly rate for each hour |
| Public Holidays | 15% of hourly rate for each hour |

- 3.9.3.3 This allowance includes use of a phone to give advice or to contact staff members for work.

3.10 Course and Program Co-ordination Allowance

- 3.10.1 Level A and Level B staff members responsible for conducting a course or program will receive an allowance as set out in this clause.

3.10.2 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.

| Clause | Allowance Type | Definition | Allowance & Conditions |
|---------------|--|---|---|
| 3.10.2.1 | Full Course Co-ordination by Level A Academic staff | <p>A course, as set out in the University calendar, is made up of classes, lectures, practicals, tutorials or seminars.</p> <p>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 members and will normally be limited to one (1) course per semester. It does not necessarily require involvement in the initial development of the course.</p> | Payment will be no lower than the 6th increment of the Level A salary scale. |
| 3.10.2.2 | Most Complex Level of Course Co-ordination by Level A Academic staff | 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 1 st year feeder courses. | Payment will be an allowance, which will be the difference between the staff member's salary and the 1 st increment of the Level B salary scale. |
| 3.10.2.3 | Program Co-ordination by Level A and Level B staff | <p>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.</p> <p>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 members and arranging the use of facilities and resources.</p> | Payment will be an allowance, which will be the difference between their salary and the 1 st level of the Level C salary scale. Such duties will not normally be required on a continuing basis i.e. greater than a one (1) year period. |

3.11 Casual Employment

3.11.1 GENERAL CONDITIONS

- 3.11.1.1 If a staff member is employed on an hourly basis they will be paid a loading of 25% in addition to the hourly remuneration rate appropriate to the classification of the work undertaken.
- 3.11.1.2 A staff member or the University may terminate the staff member's casual employment by providing at least one (1) hour's notice. It is expected, however that an attempt will be made to provide reasonable notice.
- 3.11.1.3 A casual staff member will be eligible for long service leave and any applicable unpaid personal, compassionate or parental leave in accordance with the provisions of this Agreement.

- 3.11.1.4 The University will make an employer superannuation contribution for casual staff of 9.5% or such compulsory employer contributions as required by the applicable superannuation guarantee legislation.
- 3.11.1.5 Casual staff members shall be eligible to apply for internally advertised University positions.
- 3.11.1.6 Subject to operational needs, the University will use its best endeavours not to increase casual academic employment over the life of this Agreement.
- 3.11.1.7 Upon the request of the NTEU, the University will advise the NTEU of the relevant figures for the previous year of Department of Employment reports as they relate to casual academic employment at the University.

3.11.2 CASUAL ACADEMIC STAFF

3.11.2.1 Casual Academic Contracts

- (a) A staff member 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) A staff member will not be required to undertake any duties outside the start and end date of their contract.
- (c) A staff member 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) A staff member may be contracted to deliver services at various levels of complexity.
- (e) The services that a staff member may be contracted to deliver will be described in hourly periods against the categories of work described in Schedule 2 – Casual Academic Staff Rates of Pay.
- (f) A staff member will not normally be responsible for the engagement or supervision of other staff members or development of an online teaching and learning course or administration, except where necessary to support the staff member's teaching. In circumstances where such work takes place it shall be mutually agreed and separately remunerated in accordance with the provisions of Schedule 2 – Casual Academic Staff Rates of Pay.
- (g) If a staff member performs full course coordination they will be paid at the appropriate casual rate.

3.11.2.2 Resources for Casual Academic Staff

A casual academic staff member will be provided with adequate resources to undertake the work they are employed to do, including reasonable access to phones, computers, email and work space.

3.11.3 CASUAL PROFESSIONAL STAFF

3.11.3.1 If a staff member works outside the ordinary span of hours, they will be paid a loading in addition to the casual loading as follows:

| | |
|--|-----|
| Outside the 7am – 7pm ordinary span of hours from Monday to Friday inclusive | 15% |
| Saturday | 25% |
| Sunday/Public Holidays | 40% |

3.11.3.2 Overtime is payable in respect of work as detailed in clause 3.6 or if more than eight (8) hours are worked in any one (1) day. If overtime is applicable the above penalty loadings will not apply.

3.11.3.3 A staff member will not be employed for a single attendance of less than three (3) hours unless mutually agreed beforehand.

3.11.3.4 If a staff member is a student of the University or employed elsewhere in the University and already present on campus they 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 in clause 3.11.3.3.

3.11.4 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.

3.11.4.1 Eligibility for Conversion

To be eligible for conversion:

- (a) a staff member 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
- (b) their hours of work must have equalled at least 0.5 FTE of the ordinary weekly hours worked by a full-time equivalent staff member over the preceding 12 months; or
- (c) the staff member must have worked regular and systematic hours over the preceding 24 months.

3.11.4.2 Application for Conversion

- (a) If a staff member believes they are eligible for conversion to non-casual employment, they may submit an Application for Casual Conversion Form to their supervisor with any relevant supporting documentation.
- (b) The staff member's application must be forwarded to the Area Manager, Head of School/Branch Manager or Unit Manager for approval.
- (c) Before the staff member's application for conversion is approved, due consideration should be given to the School/Branch's operational requirements and the desirability of offering the staff member work that is as regular and continuous as is reasonably practicable and is consistent with the staff member's casual engagement.

3.11.4.3 Acceptance of an Application

If the staff member's application is approved, their supervisor must arrange for the staff member's offer of appointment to be supplied by the Human Resources Branch. Probation periods will apply. If the staff member has their casual status successfully converted to non-casual status the staff member should be aware that their previous casual service is not counted for the purpose of calculating any other existing entitlements. The exceptions to this are long service leave and any applicable unpaid personal, compassionate or parental leave.

3.11.4.4 Refusal of an Application

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

- (a) The staff member is a student, or has recently been a student, except where the staff member's 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) The staff member is a genuine retiree, even if the staff member is in receipt of any form of income or benefit that is dependent upon them.
- (c) The staff member is 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) The staff member has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person.
- (e) The staff member does not meet the essential requirements of the position or they are unable to demonstrate the capabilities to undertake duties typical of the relevant classification standard (as determined by the duty statement, position description, selection criteria and the Classification Standards for Professional Staff).
- (f) The work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

If the staff member's application for conversion is refused, their supervisor must provide them with written reasons for the refusal within a reasonable time frame (usually within 21 days).

3.11.4.5 It should be noted that the staff member will not be entitled to reapply for conversion for another 12 months from the date of the initial application. If 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, they will be entitled to reapply for conversion before the 12 months.

3.12 Recovery of Overpayments

3.12.1 Where a staff member has received payment and/or monetary entitlements to which the staff member was not entitled (including salary, leave, travel payment and/or other amount payable under this Agreement) this

represents an overpayment which the University will recover from the staff member at the earliest opportunity subject to the following conditions.

- 3.12.2 The University will inform the staff member as soon as practicable of any overpayment providing written details of overpayment, the proposed recovery arrangements, options available for repayment and provide the staff member with an opportunity to respond.
- 3.12.3 In proposing options for repayment the University will take into account possible hardship or the scale of the overpayment.
- 3.12.4 A staff member should be provided with a reasonable opportunity to consider the information provided under clause 3.12.2 and to make an election.
- 3.12.5 Where the staff member seeks to review the amount of the overpayment or the proposed recovery arrangements, discussions should occur between the Human Resources Branch and the staff member. Staff are able to involve a union or staff representative of their choice in these discussions.
- 3.12.6 Where the University has proposed recovering the overpayment from monies owing to the staff member, the staff member must not unreasonably refuse or withhold their authorisation for the University to deduct the overpayment.
- 3.12.7 If, at the end of the period of time provided by the University the staff member has not made an election as to how the overpayment will be repaid or otherwise proposed a repayment method acceptable to the University, then the staff member is deemed for the purposes of section 324(1)(b) of the Act to have authorised the University to deduct the overpayment from any monies owing to the staff member.
- 3.12.8 Where the overpayment is discovered after cessation of employment or after payment of any final entitlements, the staff member must repay the amount to the University on receipt of an invoice from the University.
- 3.12.9 Nothing in this clause precludes the University from exercising its legal right to pursue recovery of any outstanding monies owed by a staff member.
- 3.12.10 Staff members authorise the disclosure of their personal address and other personal information to enable the University to issue invoices under this clause and otherwise to recover any debt or overpayment.

3.13 Journey Accident Insurance

- 3.13.1 Journey accident insurance is insurance available to staff members if they have no other form of redress for insurance for a journey to and from their place of residence and their 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

- 3.14.1 Subject to clauses 3.14.5 and 3.14.6, the amount of the clinical loading that may be payable to a staff member under this clause is referred to in Schedule 1 - Academic Staff Annual Salaries.
- 3.14.2 A clinical loading is payable to a staff member where all of the following conditions are satisfied:
- (a) the staff member is medically qualified in human medicine or human dentistry, with at least a Bachelor of Medicine and Bachelor of Surgery (MBBS), Bachelor of Dental Surgery (BDS) or equivalent; and
 - (b) the staff member holds a current AHPRA registration; and
 - (c) the staff member is responsible for patient care, or in the case of human dentistry only, they are otherwise actively engaged in teaching to dental and/or medical students within the Faculty of Health and Medical Sciences; and
 - (d) the staff member is appointed to an academic classification Level B–E.
- 3.14.3 A clinical loading will be superannuable and will be paid to a staff member during periods of study leave, annual leave, personal leave and long service leave.
- 3.14.4 Part-time academic staff will receive the clinical loading on a pro rata basis.

3.14.5 TRANSITIONAL ARRANGEMENTS

A staff member in receipt of a para-clinical, pre-clinical, dental or full clinical loading as at the date of this Agreement who is not entitled to a clinical loading under the terms of this Agreement will continue to receive the loading to which they were previously entitled (increased in accordance with clause 3.1) for the term of their present contract of employment.

3.14.6 TRANSITIONAL ARRANGEMENTS - SCHOOL OF DENTISTRY

- 3.14.6.1 Where a staff member is entitled to a clinical loading under the terms of this Agreement and is already in receipt of:
- (a) a dental attraction/retention loading as an entitlement arising from their existing contract of employment; and
 - (b) a dental loading (where referenced in their employment contract);
- the clinical loading paid under clause 3.14.1 will be reduced by the value of the dental attraction/retention loading and the dental loading until the dental attraction/retention loading and the dental loading cease.
- 3.14.6.2 For the avoidance of doubt, the combined value of the clinical loading, dental attraction/retention loading and dental loading referenced in clause 3.14.6.1 will be the same as the clinical loading to which the staff member is entitled under clause 3.14.1 of this Agreement.

4. LEAVE AND CONDITIONS

4.1 Annual Leave

This clause does not apply to casual staff.

4.1.1 ENTITLEMENT TO ANNUAL LEAVE

- 4.1.1.1 If a staff member is employed full-time, they will be entitled to leave of absence with full pay at the rate of 20 working days per year.
- 4.1.1.2 If a staff member is a shift worker who works on weekends, they will be entitled to an additional five (5) working days paid per year, or on a pro rata basis if employed as a shift worker who works on weekends for only part of the year.
 - (a) In this clause a shift worker who works on weekends means a staff member who is rostered to work regularly on Saturday and/or Sunday for not less than 10 occasions on separate days in a calendar year.
 - (b) If a staff member is not a weekend shift worker as defined but is required to work on occasions on Saturdays and/or Sundays outside their ordinary hours of duty, they may apply through their supervisor for a proportional increase in annual leave.
- 4.1.1.3 The provisions of clause 4.1.1.2 will not apply to a staff member solely because they are on call at weekends or may be requested to work overtime at weekends.

4.1.2 ACCRUAL OF ANNUAL LEAVE

Annual leave will accrue progressively during a year of service and will accumulate from year to year. If a staff member is part-time the staff member will accrue annual leave on a pro-rata basis.

4.1.3 PERSONAL ILLNESS OR INJURY WHILST TAKING ANNUAL LEAVE

If a staff member suffers a personal illness or injury while on annual leave, they can have that annual leave re-credited provided that they have a medical certificate and their personal leave balance is in credit.

4.1.4 ANNUAL LEAVE LOADING

- 4.1.4.1 A staff member will be entitled to payment of an annual leave loading of 17.5% of four (4) weeks of their salary that will be capped at the Higher Education Officer Level 9 step 1 except where shift and penalty rates would be greater.
- 4.1.4.2 Annual leave loading will be calculated on a pro-rata basis according to the actual period worked and any entitlement will be payable on termination.

4.1.5 MANAGEMENT OF ANNUAL LEAVE

- 4.1.5.1 Annual leave makes an important contribution to the health and wellbeing of staff and annual leave plans for each staff member will be included in

workload planning discussions, for example, as part of Planning, Development and Review. Annual leave will be taken at times approved by the University and may be taken in one (1) consecutive period, or in short separate periods by mutual agreement. As far as practicable, the University will consider the preferences of staff members in relation to the scheduling of leave and applications for leave will not be unreasonably refused.

- 4.1.5.2 A staff member who has accrued in excess of 30 days annual leave (35 days for shift workers), if no agreement is in place, may be provided with three (3) months' notice to take their excess annual leave and reduce their annual leave balance to no more than 30 days (35 days for shift workers).
- 4.1.5.3 If for operational reasons a staff member's excess annual leave balance cannot be reduced to 30 days (or 35 days for shift workers) by taking the leave immediately following the three (3) month notice period given under clause 4.1.5.2, an agreed leave management plan will set out the days on which the excess annual leave will be taken within 12 months of the notice period expiring.
- 4.1.5.4 Before being required to take annual leave under clause 4.1.5.2, a staff member must have been:
 - (a) advised in writing that after three (3) months' notice they will be required to take their excess annual leave unless they have an agreed leave management plan in place; and
 - (b) given the opportunity within the three (3) month notice period to agree a leave management plan to take their excess leave at a time that takes into account the staff member's preference and the operational priorities of the work area.

4.1.6 ANNUAL LEAVE FOR ACADEMIC STAFF

This clause will take effect from September 2018.

This clause applies to any academic staff member who has an annual leave balance of 20 days or more (pro rata for part-time staff members) at the end of the final pay period in November.

- 4.1.6.1 Annual leave for academic staff members will commence at the time of the Christmas closedown each year, for a period of 20 working days (pro rata for part-time staff members).
- 4.1.6.2 Notwithstanding clause 4.1.6.1 an academic staff member may, by agreement with their supervisor, take the annual leave referred to in clause 4.1.6.1 at an alternative time. The staff member must enter the approved alternative leave arrangement in the University's online system by the end of the final pay period in October.
- 4.1.6.3 As far as practicable, a supervisor will consider the preferences of staff members in requesting an alternative leave arrangement and such requests should not be unreasonably refused.
- 4.1.6.4 The University will send a reminder to academic staff about the booking of annual leave. This reminder will normally occur annually in September of each year.

4.2 Personal Leave

Casual staff are not eligible for paid Personal Leave.

4.2.1 ENTITLEMENT TO PERSONAL LEAVE

- 4.2.1.1 Staff members are entitled to personal leave:
- (a) if they are unfit for work because of a personal illness, or personal injury that affects them; or
 - (b) to provide care or support to a member of a staff member's family, or a member of their household, who requires care or support because of:
 - i. a personal illness, or personal injury; or
 - ii. an unexpected emergency.

4.2.2 PAID PERSONAL LEAVE

- 4.2.2.1 If a staff member is full-time, they 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.
- 4.2.2.2 If a staff member is unable to attend work due to personal illness or injury they must:
- (a) notify their supervisor of their intended absence and its estimated duration as early as practicable on the first day of their absence (or as soon as practicable thereafter where, due to exceptional circumstances, notification cannot be provided on the first day of the staff member's absence); and
 - (b) provide a medical certificate from a registered health practitioner, or a statutory declaration or other documentation that is acceptable to the University for any single period of absence of three (3) working days or more; and
 - (c) complete the required process to record any absence taken.
- 4.2.2.3 A staff member 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 them for a personal illness or injury where a pattern of leave has been established.
- 4.2.2.4 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.
- 4.2.2.5 If a staff member is eligible for paid personal leave during a period of annual leave, upon application, the staff member will be re-credited the annual leave for each day they are eligible for paid personal leave.

4.2.3 UNPAID CARER'S LEAVE

- 4.2.3.1 All staff members are entitled to two (2) days of unpaid carer's leave for each occasion (a permissible occasion) when a member of their family, or a member of their household, requires care or support because of:
- (a) a personal illness, or personal injury; or
 - (b) an unexpected emergency.

- 4.2.3.2 A staff member may take unpaid carer's leave as:
- (a) a single continuous period of up to two (2) days; or
 - (b) any separate periods to which the staff member and their supervisor agree.
- 4.2.3.3 A staff member cannot take unpaid carer's leave if they could instead take paid personal leave.

4.3 Compassionate Leave

Casual staff are not eligible for paid Compassionate Leave.

- 4.3.1 Staff members are entitled to a maximum of three (3) paid days of compassionate leave for each occasion when a member of their family, or a member of their 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 A staff member may take compassionate leave if the leave is taken:
- (a) for the purpose of spending time with a member of their 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 the staff member's family or household.
- 4.3.3 A staff member 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 the staff member and their supervisor agree.
- 4.3.4 If a staff member intends to apply for compassionate leave they must:
- (a) advise their supervisor as soon as is reasonably practicable (which may be at a time after the leave has started) and give particulars of the period, or expected period, of the leave; and
 - (b) provide a medical certificate from a registered health practitioner, or a statutory declaration or other documentation that is acceptable to the University, if requested by their supervisor.
- 4.3.5 ACCESS TO PERSONAL LEAVE AS ADDITIONAL COMPASSIONATE LEAVE**

Subject to having 15 or more personal leave days accrued, a staff member may access up to five (5) days of their personal leave each year as additional compassionate leave in order to extend their period of paid leave.

4.3.6 UNPAID COMPASSIONATE LEAVE

All staff members are entitled to a maximum of three (3) unpaid days of compassionate leave in circumstances covered by clause 4.3.1, and subject to the

same conditions. For staff entitled to paid compassionate leave, unpaid compassionate leave is in addition to their paid entitlement.

4.4 Family Violence Leave

Casual staff are not eligible for paid Family Violence Leave.

- 4.4.1 The University recognises that some of its staff members may experience situations of violence and abuse in their domestic life which may impact on their attendance or performance at work.
- 4.4.2 Family Violence means any violence between family members including current or former partners whenever and wherever the violence occurs. It may include physical, sexual, emotional or financial abuse and/or threatening, coercive or dominating behaviours.
- 4.4.3 A staff member experiencing family violence may apply for up to five (5) days Family Violence Leave per calendar year by accessing up to three (3) days Special Paid Leave (under clause 4.8) and up to two (2) days additional paid leave.
- 4.4.4 Without limiting the reasons for taking leave to assist staff members to deal with family violence, Family Violence Leave may be used for purposes such as attending medical and counselling appointments, attending to legal matters, seeking safe housing or other activities related to dealing with family violence.
- 4.4.5 The University at its discretion may request the staff member to provide relevant supporting evidence of the need to take leave, which can take the form of a document issued by law enforcement, a court, a medical practitioner, a family violence support service, a lawyer, or a counselling professional.
- 4.4.6 The staff member's personal information concerning family violence will be kept confidential in line with relevant University policies and procedures and applicable legislation.

4.5 Parental Leave

4.5.1 PAID PARENTAL LEAVE ELIGIBILITY—GENERAL RULE

- 4.5.1.1 To be eligible to make a request for paid parental leave provided under this Agreement a staff member must be a fixed-term or continuing staff member with at least 12 months continuous service immediately prior to the expected birth date of the child, expected date of placement of the child, or date on which the staff member becomes the primary caregiver (as the case may be).
- 4.5.1.2 Employment will be considered continuous for the purposes of eligibility for paid parental leave where breaks in service do not exceed eight (8) weeks.

4.5.2 TYPES OF PAID PARENTAL LEAVE

A staff member eligible to apply for paid parental leave may apply for the relevant type of leave specified in the table below, subject to the specific eligibility rules and requirements specified in the table for the type of paid parental leave.

| Clause | Type of leave | Entitlement | Eligibility and Requirements |
|---------|--|--|---|
| 4.5.2.1 | Paid Maternity Leave | Up to 26 weeks. | <p>Eligibility Available to the birth mother of the child.</p> <p>Requirements The staff member must commence maternity leave within six (6) weeks leading up to the expected birth date.</p> <p>A medical certificate of fitness for work is required if the staff member wishes to remain at work within the two (2) weeks leading up to the expected birth date or return to duties within the first eight (8) weeks after birth.</p> <p>A minimum of 14 weeks paid leave must be taken.</p> |
| 4.5.2.2 | Paid Maternity Leave on late pregnancy miscarriage or stillbirth | Seven (7) weeks, calculated from the date of the miscarriage or still birth and not inclusive of any maternity leave already taken for the same pregnancy. | <p>Eligibility Available to the mother of the child where they are eligible for maternity leave, and have a medically defined late pregnancy miscarriage or still birth.</p> <p>Requirements The staff member must commence maternity leave within six (6) weeks leading up to the expected birth date.</p> <p>A medical certificate of fitness for work is required if the staff member wishes to remain at work within the two (2) weeks leading up to the expected birth date.</p> |
| 4.5.2.3 | Paid Adoption Leave | Up to 26 weeks. | <p>Eligibility Available to a staff member who will be the primary carer of a child aged five (5) years or less placed for adoption with the staff member.</p> <p>Requirements Adoption leave must start on the day of the placement of the child.</p> <p>A minimum of 14 weeks paid leave must be taken.</p> |
| 4.5.2.4 | Special Paid Parental Leave | Up to 26 weeks. Note: Approval is at the discretion of the University | <p>Eligibility Available to a staff member:</p> <ul style="list-style-type: none"> not otherwise eligible for paid maternity leave or paid adoption leave; and who becomes the primary carer of a child less than one (1) year of age. |

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| | | | <p>Requirements</p> <p>Leave must not start prior to the date on which the staff member becomes the primary carer of the child, unless approved otherwise.</p> <p>A staff member must apply to their Head of School (or functional equivalent).</p> <p>A staff member's application must state their case in order for the Head of School (or functional equivalent) to fully understand the circumstance which gives rise to the staff member being the primary carer of the child. The staff member may be required to provide evidence to the satisfaction of the University that they are the primary carer of the child at the time of their leave.</p> <p>Approval is at the discretion of the University.</p> |
| 4.5.2.5 | Shared Paid Parental Leave | <p>A combined total of 26 weeks</p> <p>Note 1: 14 of these 26 weeks must be taken by the staff member eligible for paid maternity or paid adoption leave;</p> <p>Note 2: Concurrent Partner Leave (see clause 4.5.2.6) may be taken at the same time as the first 14 weeks of leave.</p> | <p>Eligibility</p> <p>Available only to employee couples. An employee couple is defined as two (2) staff members who are either the spouse or de facto partner of the other.</p> <p>At least one staff member of the employee couple must be eligible for paid maternity leave or paid adoption leave</p> <p>Both staff members must be fixed-term or continuing staff members with at least 12 months continuous service immediately prior to the expected birth date or expected date of placement of the child.</p> <p>Requirements</p> <p>The first 14 weeks of leave must be taken by the staff member eligible for paid maternity leave or paid adoption leave.</p> <p>The other staff member's leave must commence immediately after the end of the first staff member's period of leave.</p> <p>Each staff member must take their portion of the shared parental leave continuously, and separately to the other staff member. Staff members may be required by their supervisor to provide evidence related to the birth or adoption of the child (as the case may be), including:</p> <ul style="list-style-type: none"> • for a birth—the date, or expected date, of birth; • for adoption—the day, or expected day, of placement, as well as confirmation the child is or will be under school age on that day. |

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|---------|--------------------------|--|--|
| | | | The staff member not eligible for paid maternity leave or paid adoption leave may be required to provide evidence to the satisfaction of the University that they are the primary carer of the child at the time of their leave. |
| 4.5.2.6 | Concurrent Partner Leave | <p>Up to 10 days paid leave, plus an additional six (6) weeks unpaid leave (i.e. eight (8) weeks in total).</p> <p>Note 1: Paid leave must be taken within three (3) months of the birth or adoption of the child.</p> <p>Note 2: Paid leave may be taken in single days in a regular and systematic pattern over 10 consecutive weeks.</p> <p>Note 3: Unpaid leave may commence after the paid leave is exhausted, and shall be taken in periods of two (2) weeks or more at a time. The unpaid leave must be taken within 12 months of the birth or adoption of the child.</p> | <p>Eligibility Available to the:</p> <ul style="list-style-type: none"> • biological father of a child; • partner of the birth mother; • adopting parent; • partner of an adopting parent; • parent in a surrogacy arrangement • partner of a parent in a surrogacy arrangement; or • same sex partner of the child's birth mother, biological father or adopting parent. <p>The staff member must not be the primary carer of the child.</p> <p>Requirements The staff member must provide the following information at least 10 weeks (or as soon as practicable) before taking the leave:</p> <ul style="list-style-type: none"> • a medical certificate of the pregnancy or birth of the child, or a certificate of adoption; • the dates/periods on which the staff member seeks to take the leave. <p>Leave must be taken at the same time as the staff member's partner takes paid maternity leave/paid adoption leave (including as part of any shared paid parental leave). Leave may not commence prior to the birth of the child or the day of placement (as the case may be).</p> <p>If the staff member becomes the primary carer of the child after taking concurrent partner leave, they may be eligible for unpaid parental leave.</p> <p>Unless extended under clause 4.5.8.1, the total aggregate period of paid and unpaid concurrent partner leave and parental leave must not exceed 52 weeks.</p> |

4.5.3 PAYMENT FOR PAID PARENTAL LEAVE

- 4.5.3.1 Subject to clause 4.5.3.2, a staff member will be paid at the ordinary rate of pay they received on the last day of duty prior to commencing paid parental leave (pro rata for part-time staff members).
- 4.5.3.2 A staff member may apply to take paid maternity/adoption/special paid parental leave at half pay.
- 4.5.3.3 Subject to clause 4.5.3.2 all paid maternity/adoption/special paid parental leave not accessed within 26 weeks of the date of commencement of the

staff member's leave will be forfeited (except where the staff member is entitled to be re-credited a period of paid personal leave, in which case the 26 weeks is extended by the same amount of time re-credited).

- 4.5.3.4 If a staff member resigns or their fixed-term employment ends during a period of paid maternity/adoption/special paid parental leave, the staff member will not be entitled to payment of any remaining balance in lieu of the paid leave at the end of their employment with the University.

4.5.4 RETURN TO WORK OPTION

A staff member may elect to convert up to 12 weeks of their paid maternity/adoption/special paid parental leave entitlement to a return-to-work option. The return-to-work option is available for use as:

4.5.4.1 Academic Staff

- (a) Access to conference leave to attend conferences relevant to profession;
- (b) The opportunity to convert to part-time while being paid full-time (e.g. work three (3) days, have two (2) days of maternity/adoption leave, therefore extending the paid maternity/adoption leave period);
- (c) Access to leave to attend seminars relevant to discipline;
- (d) The opportunity to employ a casual staff member for teaching support;
- (e) The opportunity to employ a research assistant.

4.5.4.2 Professional Staff

- (a) Access to conference leave to attend conferences relevant to employment;
- (b) The opportunity to convert to part-time while being paid full-time (e.g. work three (3) days, have two (2) days of maternity/adoption leave, therefore extending the paid maternity/adoption leave period);
- (c) Access to time off for study leave;
- (d) Access to leave to attend job related training courses.

4.5.5 SUPERANNUATION CONTRIBUTIONS WHILE ON PARENTAL LEAVE

- 4.5.5.1 The University will continue to pay employer contributions during periods of paid parental leave.

- 4.5.5.2 If a staff member elects to take paid maternity/adoption/special paid parental leave at half pay and the staff member wishes to maintain full superannuation contributions, they must contribute the difference between the employer contribution of the partial paid rate and the full employer rate.

4.5.6 PERSONAL LEAVE DURING PAID PARENTAL LEAVE

If a staff member is on a period of paid parental leave in accordance with this Agreement and they are entitled to, and take, a period of paid personal leave due to personal illness or injury and on application the staff member has sufficient accrued personal leave, the staff member will be re-credited the equivalent period of paid parental leave for the time they were on paid personal leave.

4.5.7 UNPAID PARENTAL LEAVE ELIGIBILITY—GENERAL RULE

- 4.5.7.1 To be eligible for unpaid parental leave, a staff member (other than a casual staff member) must have completed at least 12 months' continuous service immediately prior to the expected birth date of the child or expected date of placement of the child (as the case may be).
- 4.5.7.2 To be eligible for unpaid parental leave, a casual staff member must:
- have been employed by the University on a regular and systematic basis for a sequence of periods over at least 12 months; and
 - had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child, have had a reasonable expectation of continuing employment by the University on a regular and systematic basis.

4.5.8 TYPES OF UNPAID PARENTAL LEAVE

A staff member eligible to apply for unpaid parental leave may apply for the relevant type of leave specified in the table below, subject to the specific eligibility rules and requirements specified in the table for the type of unpaid parental leave.

| Clause | Type of leave | Entitlement | Eligibility and Requirements |
|---------|---------------------------|---|--|
| 4.5.8.1 | Unpaid Parental Leave | <p>Up to 52 weeks unpaid leave, which may be extended once by up to 52 weeks.</p> <p>Note 1: Approval for an extension is at the discretion of the University.</p> <p>Note 2: If paid parental leave is also taken, the total aggregate of paid and unpaid leave must not exceed 104 weeks.</p> | <p>Eligibility Available to a staff member if the leave is associated with:</p> <ul style="list-style-type: none"> the birth of a child of the staff member or the staff member's spouse or de facto partner; or the placement of a child with the staff member for adoption; <p>and the staff member has or will have primary responsibility for the care of the child.</p> <p>Requirements The staff member must provide at least 10 weeks written notice of their intention to take unpaid parental leave, including the intended start and end dates.</p> <p>Requests for an extension must be made to the staff member's supervisor at least four (4) weeks before the end of the initial unpaid leave period.</p> <p>The staff member must provide evidence of their eligibility if requested.</p> <p>Any extension must commence immediately following the end of the initial period of unpaid parental leave.</p> <p>Unpaid parental leave may be taken concurrently with paid parental leave.</p> |
| 4.5.8.2 | Unpaid Pre-Adoption Leave | Up to two (2) days unpaid leave as agreed with the staff member's supervisor. | <p>Eligibility Available to staff members where no other leave is available at the time.</p> |

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| | | | <p>May be used for the purposes of attending interviews or examinations required in order to obtain approval for adoption of the child.</p> <p>Requirements The staff member must provide evidence of their eligibility to take the leave if requested by their supervisor.</p> <p>Notice of intention to take the leave must be provided as soon as practicable.</p> |
| 4.5.8.3 | Unpaid Special Maternity Leave | The extent of this entitlement is determined on a case-by-case basis. | <p>Available to a female staff member if she is unfit for work during the period of leave because:</p> <ul style="list-style-type: none"> • of a pregnancy-related illness; or • a pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of the child. |

4.5.9 CONTINUITY OF SERVICE

- 4.5.9.1 Any period of paid parental leave will count as service with the University.
- 4.5.9.2 Any period of unpaid parental leave which exceeds 21 consecutive working days 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 the staff member's continuity of service.

4.5.10 RETURN TO DUTY

- 4.5.10.1 When a staff member returns to duty after absence on paid parental leave or unpaid parental leave, the staff member will have the right to return to the position they occupied immediately prior to taking such leave unless clause 4.5.10.5 applies.
- 4.5.10.2 If a staff member wishes to return to duty earlier than the nominated date of return, they must apply to their supervisor for approval four (4) 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.
- 4.5.10.3 If a staff member wishes to participate in the Special Studies Program on or before the staff member's return to duty the staff member must seek appropriate approval under clause 5.7 of this Agreement.
- 4.5.10.4 If a staff member wishes to return to duty on a part-time basis under the Reduced Employment Fraction for Care of Child clause, they must apply to their supervisor for approval three (3) months prior to the nominated date of return. 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.
- 4.5.10.5 If a bona fide restructure of an Area is likely to affect a staff member's position while they are on parental leave, the staff member will have the

same rights to be informed and consulted about the restructure as if they were occupying the position at the time.

- 4.5.10.6 If the staff member's position no longer exists because of redundancy, the staff member is entitled to return to a position for which the staff member is qualified and suited nearest in status and pay to the pre-parental leave position.
- 4.5.10.7 This clause 4.5.10 does not apply to casual staff members unless they had a reasonable expectation of continuing employment on the same casual contract on their return from parental leave.

4.5.11 TRANSFER TO AN ALTERNATIVE POSITION BECAUSE OF ILLNESS OR HAZARD

- 4.5.11.1 This clause 4.5.11 applies to pregnant staff members who are advised by their medical practitioner that they are fit to work but it is inadvisable for them to continue in their present position during a stated period (the risk period) because of:
- (a) illness, or risks, arising out of their pregnancy; or
 - (b) hazards connected with that position.
- 4.5.11.2 Where a staff member provides their supervisor with a medical certificate that states that it is inadvisable for them to continue in their present position the University will:
- (a) transfer the staff member to an appropriate safe job for the risk period, with no other change to the staff member's terms and conditions of employment; or
 - (b) if there is no appropriate safe job available—the staff member will be entitled to take no safe job leave for the risk period.
- 4.5.11.3 A staff member while on no safe job leave will be eligible to be paid for the period of no safe job leave until six (6) weeks before the expected date of birth of the child if they:
- (a) have or will have completed at least one (1) year of continuous service with the University immediately before the expected date of birth of the child; and
 - (b) are employed on a fixed-term or continuing basis; or
 - (c) are employed on a casual basis and they had a reasonable expectation that there would have been continuing employment on a regular and systematic basis.
- 4.5.11.4 An 'appropriate safe job' is defined in the National Employment Standards of the Act.

4.6 Community Service Leave

Casual staff are not eligible for paid Community Service Leave.

4.6.1 JURY SERVICE LEAVE

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

4.6.2 WITNESS LEAVE

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

4.6.3 VOLUNTARY EMERGENCY MANAGEMENT LEAVE

4.6.3.1 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.

4.6.3.2 The University will grant one (1) day of paid leave as recovery per emergency.

4.6.3.3 Voluntary emergency management leave may be granted if:

- (a) the staff member is a member of, or has a member-like association with, a recognised emergency management body; and
- (b) where requested by the University, the staff member can provide documentary evidence of their membership, training requirements and call-outs attended.

4.6.3.4 A once-off 10 days paid leave will be provided for training with a recognised emergency management body.

4.6.3.5 In this clause, 'emergency management body' means a recognised emergency management body as defined in the Act.

4.6.4 NOTICE AND EVIDENCE REQUIREMENTS

4.6.4.1 If a staff member seeks to access community service leave as described in this clause 4.6, they must give their supervisor notice of their absence.

4.6.4.2 The notice:

- (a) must be given to the staff member's supervisor as soon as reasonably practicable (which may be a time after the absence has started); and
- (b) must advise the staff member's supervisor of the period, or expected period, of the absence.

4.6.4.3 If a staff member has provided notice to their supervisor as required by this clause they must, if required by their supervisor to do so, provide evidence that would satisfy a reasonable person that their absence is because they have been or will be engaging in a community service activity.

4.7 Cultural Obligation Leave

Casual staff are not eligible for paid Cultural Obligation Leave.

4.7.1 Staff members are entitled in any one (1) year period to take up to a total of three (3) working days paid leave for absences for the purpose of fulfilling cultural requirements and obligations that are a recognised part of their identified or adopted culture or one with which the staff member's partner, family and/or community group identifies.

- 4.7.2 In addition to leave granted under clause 4.7.1, if a staff member identifies with and is accepted as a member of an Aboriginal or Torres Strait Islander community, the staff member will be entitled to an additional four (4) days paid leave and 10 days unpaid leave in every two (2) year period for ceremonial or cultural purposes.
- 4.7.3 Supervisors have an obligation to make every reasonable effort to accommodate the leave while having regard to the needs of the area.

4.8 Special Paid Leave

Casual staff are not eligible for Special Paid Leave.

- 4.8.1 Staff members 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 4.8.4) for absences caused by emergency circumstances.
- 4.8.2 In addition to clause 4.8.1, a staff member is entitled to one (1) working day in every one-year period for the purpose of moving from their primary residence.
- 4.8.3 A staff member is required to notify their supervisor of such absence at the first opportunity on the first day of absence if prior notice is not possible.
- 4.8.4 If a staff member has been employed by the University for a period of less than 12 months they may be granted leave in terms of this clause provided that they have an annual leave credit equal to the amount of special paid leave taken.

4.9 Trade Union Training Leave

- 4.9.1 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 a staff member applies for leave for official union business, their application must be accompanied by a letter from the Secretary of the union concerned requesting the staff member's attendance at the meeting or to conduct the business.
- 4.9.2 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.

4.10 Leave Without Pay

Casual staff are not eligible for leave without pay.

- 4.10.1 Staff members may apply for a period of leave without pay. Approval will be at the discretion of the Area Manager who will determine the conditions under which it will be taken.
- 4.10.2 Leave without pay will not normally be granted for a period exceeding two (2) years.
- 4.10.3 In the case of leave without pay for periods of one (1) calendar month or less, superannuation contributions at full rates will continue.
- 4.10.4 In all other cases a staff member may elect, prior to the commencement of the period of leave, to pay both the staff member's and the employer superannuation contributions, or to pay no contributions.
- 4.10.5 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.
- 4.10.6 Periods of approved leave without pay will not constitute breaks in service.

4.11 Long Service Leave

4.11.1 ENTITLEMENT TO LONG SERVICE LEAVE

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.

4.11.2 ELIGIBILITY FOR LONG SERVICE LEAVE

- 4.11.2.1 Service carrying entitlement to long service leave must be continuous service in the employment of the University. A staff member's service will be continuous notwithstanding:
 - (a) an absence from work:

- i. in accordance with the contract of service;
 - ii. on account of illness or injury;
 - iii. on account of long service leave, annual leave, study leave or any other kind of paid leave;
 - iv. 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);
 - v. 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;
 - vi. for any period during which the staff member receives 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.
- (b) a break in the staff member's service:
- i. brought about by the University where the staff member is re-employed pursuant to the order of a Court or the Fair Work Commission, except where an order of the Court or the Fair Work Commission has been made to the contrary;
 - ii. brought about by the University in an attempt to avoid a legal obligation or liability relating to long service leave;
 - iii. arising directly or indirectly from an industrial dispute where the staff member returns to work in accordance with the terms of settlement of the dispute or is re-employed by the University when the dispute is settled;
 - iv. brought about by the University where the staff member returns to work or is re-employed by the University within two (2) months.

4.11.2.2 An interrupted period of service in the staff member's employment may, at the discretion of the Director, Human Resources, be considered continuous for the purposes of long service leave.

4.11.3 TAKING LONG SERVICE LEAVE

4.11.3.1 Unless a staff member has been granted recognition of prior service they will not be eligible to take long service leave prior to achieving seven (7) years continuous service.

4.11.3.2 Subject to clause 4.11.5, if a staff member has qualified for long service leave they will be entitled to take long service leave at a time of their choosing provided that they give at least six (6) months' written notice or in the absence of such notice, their supervisor consents.

4.11.3.3 Subject to the needs of the University, a staff member may take a minimum period of one (1) working day long service leave at such time as may be mutually agreed between them and the University.

4.11.3.4 In individual circumstances the University may permit a staff member to take their long service leave in advance of its accrual, where the staff

member would have accrued that entitlement during the period of long service leave taken.

- 4.11.3.5 Where a staff member has accumulated a long service leave entitlement in excess of 80 working days, the staff member's supervisor may give them written notice to reduce their entitlement to 30 working days within a two (2) year period, at a time convenient to the needs of the University, provided that:
- (a) the staff member's supervisor gives the staff member at least six (6) months' written notice of the date on which leave must commence;
 - (b) the staff member is not required to take long service leave within two (2) years of the notified date of their intended retirement;
 - (c) the staff member's supervisor does not require the staff member to take a further period of long service leave for a period of two (2) years after the end of that period of leave.
- 4.11.3.6 Despite the preceding provisions of this section, a staff member and their supervisor may agree on the deferral of long service leave subject to an agreed leave management plan.

4.11.4 PAYMENT DURING LONG SERVICE LEAVE

- 4.11.4.1 Payment during long service leave will be at the staff member's ordinary rate of pay.
- 4.11.4.2 If a staff member is engaged on less than a full-time basis, they 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.
- 4.11.4.3 Payment will include any normal increment or variation in the applicable salary scale from the date on which such increment or variation may fall due during the period of long service leave.
- 4.11.4.4 A staff member may take long service leave at half pay for not less than two (2) working days.
- 4.11.4.5 Staff members will not undertake any paid employment during any period of long service leave.

4.11.5 PAYMENT IN LIEU OF LONG SERVICE LEAVE

Payment in lieu of long service leave will be made in respect of at least seven (7) years' service but only in the following circumstances:

- (a) On the staff member's death or termination of employment. If a staff member dies while employed by the University, payment in lieu of any long service leave to which the staff member had accrued an entitlement at the date of death will be paid to their estate.
- (b) If the staff member receives a pension under the invalidity provisions of a superannuation scheme, or on being considered by the University to be totally and permanently incapacitated.
- (c) If the staff member has an entitlement to at least 65 days long service leave the staff member may apply to receive a payment in lieu of their long service leave entitlement (i.e. cashing out).

- i. Applications to cash out an entitlement to long service leave are limited to twice per year and must not exceed a total of 30 working days per year.
- ii. A payment in lieu of long service leave made under these provisions by agreement with the staff member (i.e. cashing out) will be calculated at the staff member's ordinary rate of pay applicable immediately before the payment is made.

4.11.6 PRIOR SERVICE

- 4.11.6.1 The University will recognise and grant credit for all previous continuous paid full-time and part-time service with another Australian University.
- 4.11.6.2 The University may recognise previous continuous paid full-time and part-time service with other employers by negotiation between the staff member and the University at the time of the staff member's appointment.
- 4.11.6.3 Recognition by the University of prior service is subject to the following provisions:
 - (a) 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 (2) months.
 - (b) Service which has been paid out by another organisation will be recognised but accrued entitlements from this service will not be credited towards the staff member's leave balance.
 - (c) The staff member will disclose all details of their service and any long service leave paid before the staff member's appointment to the University. This information will be verified with the relevant organisation.
 - (d) If the University has recognised the staff member's service from another organisation for long service leave purposes the staff member will not be able to take their accrued long service leave until they have completed three (3) years' service with the University and a total of seven (7) years' continuous service.
- 4.11.6.4 The entitlement to recognised periods of service in prior employment as set out in clause 4.11.6.1 will be calculated as if that service had been with the University of Adelaide.

4.12 Defence Leave

- 4.12.1 Staff members will be entitled to an annual maximum paid period of leave of 20 working days to enable them 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.
- 4.12.2 Leave for induction training during the staff member's first year as an ADF Reservist may be up to an additional paid period of leave of 10 working days.
- 4.12.3 Where certified that there is a need for additional training or overseas deployment and entitlements in clauses 4.12.1 and 4.12.2 have already

been taken, further leave may be granted without pay or the staff member may access other leave entitlements, e.g. annual leave, long service leave.

- 4.12.4 If a staff member has approved ADF Reserve service leave they must submit a copy of the ADF Reserve service notice to their supervisor as soon as practicable.
- 4.12.5 If a staff member is engaged in the ADF Reserve service and taking leave of more than 10 working days in any financial year, they will need to complete an application form for the ADF Employer Support Payment Scheme (ESPS) and forward the completed form to Human Resources.
- 4.12.6 If a staff member is part-time, they 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 the staff member is part-time or a casual staff member they 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.
- 4.12.7 If a staff member is recognised as an ADF Reservist they are responsible for advising their supervisor of ADF Reserve service commitments as soon as identified, even if specific dates are not yet known. The University acknowledges that short notice commitments can occur and as such will be dealt with specifically on a case-by-case basis.
- 4.12.8 When a staff member's absence while on ADF Reserve service is going to cause difficulties for the work area, the staff member's supervisor is required to contact Human Resources. Human Resources will contact the ADF to seek identification of possible alternatives for the staff member's ADF Reserve service.
- 4.12.9 Any money from the ADF ESPS will be paid directly to the respective school/branch budget to assist in resourcing the temporarily vacant position when a staff member is away for more than 10 working days in any financial year.

4.13 Public Holidays

This clause does not apply to casual staff.

- 4.13.1 Subject to an area's requirement for a staff member to be on duty, staff members 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.
- 4.13.2 If a staff member is on paid personal leave on both the working days immediately before and after a public holiday, they will be entitled to payment for that holiday without deduction from their personal leave credits, except where the staff member is rostered for duty on the public holiday, in which case, the day will be deducted from their personal leave credits and penalty rates will not apply.

4.14 Christmas Closedown

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

- 4.14.1 If the University decides to close down in the days between Christmas Day and New Year's Day, staff members' 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.
- 4.14.2 If a staff member has not accrued, or does not have a sufficient entitlement to annual leave, their annual leave balance will reflect a negative balance for the days deducted.
- 4.14.3 Staff members with an annual leave balance of less than five (5) days may apply to their supervisor to take leave without pay.
- 4.14.4 Professional staff members who have accrued Time Off in Lieu of Overtime (TOIL) may apply to take TOIL during the Christmas closedown period.
- 4.14.5 If a staff member is required to work during the days between University Day (refer to clause 4.14.1) and New Year's Day, clauses 4.14.1 and 4.14.2 will not apply and the staff member will receive the appropriate rate of pay.

4.15 Voluntary Flexible Work Arrangements: Overview

A voluntary flexible work arrangement (VFWA) means a variation of working hours or arrangements as described in this clause.

This clause should be read in conjunction with clause 4.16 Voluntary Flexible Work Arrangements: Opportunities

4.15.1 ELIGIBILITY

To be eligible to make a request for a voluntary flexible work arrangement a staff member must be:

- (a) a fixed-term or continuing staff member who has worked at the University for at least one (1) year; or
- (b) a casual staff member who has been employed by the University on a regular and systematic basis for a sequence of periods of employment of at least 12 months immediately before making the request and who has a reasonable expectation of continuing employment on a regular and systematic basis.

4.15.2 GENERAL CONDITIONS

- 4.15.2.1 All eligible staff members may apply to their supervisor in writing to participate in a flexible work arrangement. Participation is voluntary and at the request of the staff member.

- 4.15.2.2 Flexible work arrangements will only be available where operational requirements allow. A voluntary flexible work arrangement must be documented and include a review period at least every 12 months.
- 4.15.2.3 The staff member or the University may initiate termination of a flexible work arrangement in writing in accordance with clause 4.15.9.
- 4.15.2.4 Staff members are encouraged to seek financial advice before entering into any voluntary flexible working arrangement.

4.15.3 TYPES OF VOLUNTARY FLEXIBLE WORK ARRANGEMENTS

In addition to flexible work arrangements to accommodate flexibility in working hours or location of work, VFWAs that are available to staff include:

- (a) Reduced Employment Fraction;
- (b) Purchased Leave Arrangement;
- (c) Compressed Weeks.

4.15.4 CIRCUMSTANCES

Requests to participate in a VFWA may be made by eligible staff members in the following circumstances:

- (a) The staff member is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) The staff member is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) The staff member has a disability;
- (d) The staff member is 55 years old or older;
- (e) The staff member is experiencing violence from a member of the staff member's family;
- (f) The staff member provides care or support to a member of their immediate family, or a member of their household, who requires care and support because they are experiencing violence from their family.

4.15.5 REQUEST TO BE MADE IN WRITING

All requests for VFWAs must be made in writing to the staff member's supervisor and must provide details of:

- (a) the type and duration of the arrangement requested;
- (b) the effect the staff member thinks this arrangement will have on their Branch/School, colleagues, current workload allocation, and how any adverse effects may be able to be addressed; and
- (c) the preferred date for implementing the arrangement.

4.15.6 AGREEING TO REQUEST

- 4.15.6.1 The University will provide the staff member with a written response to their request within 21 days, stating whether the request has been granted.
- 4.15.6.2 The University will make every effort to accommodate the application but the University may refuse the request on reasonable business grounds.

- 4.15.6.3 If the University refuses a request for a flexible work arrangement the University will provide the staff member with a written response which will include details of the reason for the refusal.
- 4.15.6.4 Once approved a VFWA will be reviewed annually to ensure the arrangement is operating in the manner that was intended when it was approved.

4.15.7 RECORD KEEPING

Participation in any VFWA will be recorded in writing and a copy of this record will be maintained on the staff member's file.

4.15.8 FINANCIAL IMPLICATIONS

Staff members are encouraged to obtain independent advice about any financial implications that may arise from a VFWA.

4.15.9 TERMINATION OF A FLEXIBLE WORKING ARRANGEMENT

- 4.15.9.1 Either the staff member or the University may initiate in writing the termination of a flexible work arrangement with at least the following applicable notice period:

| Voluntary Flexible Working Arrangement | Notice from Staff Member | Notice from University |
|---|---------------------------------|-------------------------------|
| Reduced Employment Fraction | 3 months | 3 months |
| Purchased Leave | 6 months | 6 months |
| Compressed Weeks | 3 months | 3 months |

- 4.15.9.2 If the voluntary flexible working arrangement is to support caring responsibilities, the University will give genuine consideration to a longer notice period.
- 4.15.9.3 If a voluntary flexible working arrangement is terminated for any reason prior to the completion of the agreed period, payment will be made by either the University or the staff member to balance any shortfall (where applicable).
- 4.15.9.4 If the staff member's 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.
- 4.15.9.5 Staff members may seek a resolution through the Staff Complaints Procedure (as amended) if a voluntary flexible work arrangement is not approved.

4.16 Voluntary Flexible Work Arrangements: Opportunities

4.16.1 REDUCED EMPLOYMENT FRACTION

- 4.16.1.1 To care for a child or family member, an eligible staff member may make a request to reduce the time for which they are employed, either as a

reduction from full-time to part-time employment, or a reduction in the part-time fraction for which they are employed.

4.16.1.2 A reduction for which the fraction of a staff member is employed will be for an agreed period of time.

4.16.1.3 Superannuation benefits are affected by a reduction in employment fraction and the superannuation fund provides options for the staff member to maintain or vary their contribution rates.

4.16.2 REDUCED EMPLOYMENT FRACTION FOR CARE OF CHILD

4.16.2.1 To apply to reduce hours of employment to care for a child:

- (a) The child or children referred to in the application will normally be under 19 years of age and the staff member will be their primary carer.
- (b) The staff member's hours will not normally be reduced to less than 0.5 FTE.
- (c) The requested reduced hours will be for a specific period or periods up to a total of 10 years, or to the end of the fixed-term contract period.

4.16.2.2 Conditions for Reduced Hours – Care of Child

- (a) The staff member and their Head of School/Branch may agree to vary an arrangement to work reduced hours that was agreed at the time of application, taking into account the requirements of any other ongoing contracts of employment held in relation to the position, if applicable.
- (b) If hours are reduced for the care of a child or children the staff member may apply for appointment or transfer to a vacant position and shall not be deprived of appointment or transfer to such position solely on the basis of being on reduced hours for the care of a child or children.
- (c) If a full-time staff member whose hours are reduced for the care of a child or children applies for and is appointed to a part-time continuing position, they forfeit the right to an automatic return to full-time employment.
- (d) Personal, annual and long service leave entitlements shall accrue at the pro-rata rate.
- (e) Superannuation benefits will be impacted during the period of reduced hours. Staff members are encouraged to seek financial advice before entering into an arrangement.

4.16.3 REDUCED EMPLOYMENT FRACTION FOR CARE OF A FAMILY MEMBER

A staff member may apply to reduce their hours for the care of a family member for up to two (2) years where they can demonstrate that they are the primary caregiver and the family member requires extensive personal care. The staff member's hours will not normally be reduced to less than 0.5 FTE.

4.16.4 RETURN TO FULL-TIME WORK AND EXTENSION OF PERIOD OF REDUCED HOURS

- 4.16.4.1 It is the staff member's responsibility to notify the Head of School/Branch of their intention to return to full-time work or extend the period of reduced hours, three (3) months before the end of the period of reduced hours.
- 4.16.4.2 A staff member whose hours are reduced for the care of a child or children may negotiate with the Head of School/Branch for an earlier return to work or, where the reduction in hours is for a period of less than 10 years duration, for an extension of such reduced hours provided that the total period does not exceed 10 years.
- 4.16.4.3 Any change made as a result of these negotiations will not normally take place until three (3) months have passed from the date the agreement started.

4.16.5 PURCHASED LEAVE ARRANGEMENTS

- 4.16.5.1 A staff member may apply to enter into an arrangement to purchase an additional four to eight (4 – 8) weeks leave to give the staff member at least four (4) and up to eight (8) additional weeks leave per year, to be taken at a time mutually convenient to them and the University.
- 4.16.5.2 The additional leave must be taken within a 12 month period in return for a pro-rata reduction in the staff member's salary.
- 4.16.5.3 The staff member's salary will be averaged over the year (52 weeks) to allow the staff member to be paid during the extra weeks' leave. A purchased leave arrangement will result in a reduction in salary in return for an additional four to eight (4 – 8) weeks leave.
- 4.16.5.4 At the time of application, the staff member must nominate the actual dates intended to be taken as purchased leave.
- 4.16.5.5 In the event that the staff member cannot take the purchased leave due to operational requirements, the staff member will be reimbursed for the untaken purchased leave in a lump sum.
- 4.16.5.6 Leave must be purchased and booked in weeks with a minimum of one-week blocks.

4.16.6 COMPRESSED WEEKS

Compressed weeks allow a professional staff member 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.

- 4.16.6.1 The only compressed weeks arrangement available is for the purpose of working a nine-day fortnight.
- 4.16.6.2 The maximum number of work hours per day permissible in a compressed weeks arrangement is 9.5 hours.

4.16.6.3 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 12 month periods.

4.16.6.4 The compressed weeks arrangement must specify the hours, within the ordinary span of hours under this Agreement, to be worked on each of the duty days. The working arrangements may provide for:

- (a) specified start, finish and break times for the duty days; or
- (b) a specified bandwidth and core time, with a set number of hours to be worked on each duty day; or
- (c) a specified bandwidth, core time, and/or required attendance time(s), with the number of hours to be worked specified for individual duty days.

4.16.6.5 Where the arrangements provide flexibility in start and finish times, the agreement may also specify:

- (a) a set core time; and/or
- (b) required attendance time on one (1) or more of the duty days.

4.16.7 COMPRESSED WEEKS: OVERTIME

4.16.7.1 In general, if a staff member works a compressed week, they should not work overtime.

4.16.7.2 If, in exceptional circumstances, overtime is approved for hours worked in excess of the staff member's nominated normal hours for the day, the normal overtime provisions apply.

4.16.7.3 A minimum of eight (8) hours in any one (1) day or 73.5 hours per fortnight must be worked prior to the commencement of overtime.

4.16.8 COMPRESSED WEEKS: WORKING ON A NON-DUTY DAY

When a staff member who works a compressed week is 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 the staff member and their supervisor.

4.16.9 COMPRESSED WEEKS: PUBLIC HOLIDAYS AND ANNUAL LEAVE

4.16.9.1 On a public holiday the number of working hours specified for that particular day in a staff member's compressed weeks agreement are to be recorded for the public holiday.

4.16.9.2 If a staff member is on annual leave, the number of working hours they would normally have worked in their compressed weeks agreement on that particular day must be recorded as annual leave.

4.16.10 COMPRESSED WEEKS: PERSONAL LEAVE

The compressed weeks arrangement does not affect the staff member's entitlement to personal leave. Personal leave must be applied for in hours rather than days. If a staff member requires personal leave, the number of working hours specified in the compressed weeks agreement is to be recorded as personal leave. For example:

- (a) If a staff member nominates to work nine (9) hours on a Monday as part of their compressed weeks agreement and is sick on that Monday, nine (9) hours will be recorded as personal leave.
- (b) If the staff member is sick on their nominated non-duty day, then no personal leave is recorded for that day.
- (c) Where a staff member works part of a duty day and then takes 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.

5. CONTRIBUTION AND DEVELOPMENT

5.1 Professional Staff Development

5.1.1 CAREER DEVELOPMENT FOR PROFESSIONAL STAFF

- 5.1.1.1 The University is committed to supporting the development of professional staff to achieve their personal career goals as well as the University's strategic objectives.
- 5.1.1.2 Staff members will be assisted in their ongoing development through Planning, Development and Review (PDR), including through the implementation of agreed development plans, which may include actions such as participation in training and development programs, further study and temporary transfers or placements, either within the University or externally.

5.1.2 PROFESSIONAL STAFF MOBILITY

The University will maintain a system to enable staff members to register their interest in job vacancies. All professional staff members will be eligible to register their interest in, and receive notifications of, vacancies at particular HEO levels and/or areas of work.

5.1.3 PROFESSIONAL STAFF SECONDMENT

- 5.1.3.1 The University will maintain a system to enable professional staff members to register their interest in participating in secondments. All professional staff will be eligible to register their interest in, and receive notifications of, vacancies at particular HEO levels and/or areas of work.
- 5.1.3.2 The University will encourage managers to use staff secondments to provide development opportunities for professional staff.

5.1.4 PROFESSIONAL STAFF DEVELOPMENT SCHOLARSHIP SCHEME

- 5.1.4.1 The University is committed to providing opportunities to professional staff to engage in staff development activities by providing a Professional Staff Development Scholarship Scheme for this purpose.
- 5.1.4.2 Under this Scheme, the University will offer 40 scholarships annually over the life of the Agreement, up to a value of \$2,700.00 for each scholarship.
- 5.1.4.3 The criteria and method for awarding scholarships under the Scheme will be determined each calendar year by the University, in consultation with the Joint Consultative Committee.
- 5.1.4.4 The University will provide information annually to the Joint Consultative Committee on the expenditure on the scholarship scheme, the type of activities supported and the distribution of support across the HEO levels (including gender and occupational group).

5.2 Planning, Development and Review (PDR)

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

5.2.1 PDR will have the following objectives:

- (a) Enable a staff member and their supervisor to align individual short and longer-term work and development objectives with those of the University and the staff member's unit;
- (b) Ensure role clarity and reach agreement on annual objectives of the position;
- (c) Provide feedback to the staff member and their supervisor on a regular basis throughout the planning, development and review cycle; and
- (d) Determine appropriate training and development in relation to the position held and for the staff member's career.

5.2.2 PDR will be:

- (a) fair to staff members 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.

5.2.3 PDR is not a punitive process.

5.3 Academic Promotion

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

5.3.1 ELIGIBILITY TO APPLY FOR PROMOTION

5.3.1.1 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.

5.3.1.2 If a staff member's appointment is funded from an external source, their 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

Unless an application is made for Special Consideration under clause 5.3.3 all applicants for promotion must address the categories of:

- (a) teaching (and related duties) including supervision;
- (b) research, scholarship and creative activity;
- (c) administration, service and leadership in the University; and
- (d) professional activity including service to the community.

5.3.3 APPLYING FOR SPECIAL CONSIDERATION

- 5.3.3.1 If a staff member is employed less than full time and/or their academic career has been interrupted or impeded due to extended illness, maternity/parental leave, caring responsibilities (or other extenuating circumstances at the discretion of the Deputy Vice Chancellor & Vice President (Academic)) they may apply for Special Consideration.
- 5.3.3.2 An applicant for promotion requesting Special Consideration must address two (2) categories:
- (a) One (1) must be chosen from the categories of:
 - i. Teaching (and related duties) including supervision, and
 - ii. Research, scholarship and creative activity; and
 - (b) One (1) must be chosen from the categories of:
 - i. Administration, service and leadership in the University; and
 - ii. Professional activity including service to the community.

5.3.4 PROMOTION ASSESSMENT PROCESS

- 5.3.4.1 The promotion assessment process will be structured so that promotion decisions:
- (a) are based on a fair and evidence-based assessment of merit;
 - (b) maintain academic standards of the University, particularly in the quality of teaching and research, scholarship and creative activity;
 - (c) are consistent with the University-wide interpretation of classification standards and the University's Strategic Plan; and
 - (d) are fair, equitable and timely.
- 5.3.4.2 The assessment process will draw upon sufficient expertise to make a competent assessment of the staff member's application.
- 5.3.4.3 An applicant will not be promoted unless they meet the skill base specified for the academic level to which they are applying.

5.4 Workloads

- 5.4.1 These principles apply to all staff members.
- 5.4.1.1 The University is committed to:
- (a) a fair level and distribution of workload for staff recognising the diversity of the University and its commitment to excellence in both research and teaching;
 - (b) providing an opportunity for staff members to be involved in the process of workload allocation; and
 - (c) a transparent process of work allocation that is generally supported by staff in the work unit; and
 - (d) minimising as far as practicable the risk of work-related injury or illness including work-related stress and to have due consideration of the staff member's caring needs and responsibilities.
- 5.4.1.2 A staff member's workload will be determined on a fair, transparent and consultative basis taking into consideration:
- (a) the level of appointment and time fraction;

- (b) the need to establish a career if they are an early career academic member of staff;
- (c) the importance of maintaining an appropriate balance between work and family life;
- (d) their strengths in relation to their discipline or work area;
- (e) the stage of their academic career or academic profile.

5.4.2 PROFESSIONAL STAFF WORKLOADS

- 5.4.2.1 Workloads should be discussed as part of Planning, Development and Review.
- (a) If a staff member considers that they 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 their supervisor.
 - (b) The supervisor will examine the workload concerns by comparison to workloads of comparable positions elsewhere in the work unit and such other factors as are reasonable.
 - (c) If after the examination set out in clause 5.4.2.1 (b) the staff member still believes that their concerns about workload have not been adequately dealt with, they may lodge a staff grievance in accordance with clause 8.4 of this Agreement.
- 5.4.2.2 Professional staff members 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

- 5.4.3.1 These provisions and those in clauses 5.4.4 and 5.4.5 below apply to all academic staff members employed on continuing or fixed-term contracts. The duties that can be required of academic staff members will be consistent with their academic classification level.
- 5.4.3.2 Academic workload consists of four (4) major components
- (a) teaching (and related duties), including supervision;
 - (b) research, scholarship and creative activity;
 - (c) administration, service and leadership in the University; and
 - (d) professional activity including service to the community.
- 5.4.3.3 The University recognises 1725 hours per annum as the maximum annual allocated hours.
- 5.4.3.4 Teaching at weekends and public holidays will be scheduled only with the agreement of the staff member and such agreed teaching will be given additional weighting in workload allocations.
- 5.4.3.5 The development of workload models and the allocation of workloads will take into account, where applicable:
- (a) modes of delivery, including, for example, face-to-face teaching, online learning and blended learning;
 - (b) the level of courses taught;
 - (c) preparation for teaching, curriculum development and the development of course materials;

- (d) assessment of student work;
- (e) supervision and mentoring of staff and students, including required attendance at classes or meetings;
- (f) the number of students taught, and/or assessed;
- (g) the times at which teaching commitments are scheduled and the need for any travel to or from those commitments;
- (h) research, scholarship and creative activity;
- (i) professional activity, including service to the community; administration, service and leadership to the University;
- (j) overall workloads.

It is not required, however, that every workload model or workload allocation deal specifically with each of the matters listed above.

- 5.4.3.6 The development of workload models and the allocation of workloads will take into account the University's commitment to be a research-intensive institution and the desirability of ensuring that academic staff are afforded a reasonable opportunity to engage in research, scholarship and creative activity, commensurate with the nature of their appointment and their demonstrated capabilities.

5.4.4 ACADEMIC WORKLOAD MODELS

- 5.4.4.1 Each School will have an academic workload model for academic staff within the School. Where there are recognised and significant differences in the teaching practices or other academic work across a School there may be more than one (1) workload model within the School.
- 5.4.4.2 Each workload model must be reviewed annually to determine whether changes are warranted, bearing in mind the desirability of maintaining a predictable and stable framework for allocating workloads.
- 5.4.4.3 Academic workload models will have the following objectives:
- (a) An equitable and transparent distribution of workload that takes account of the total human and physical resources available within the relevant unit and the overall work requirements;
 - (b) Organisation and allocation of work that minimises, as far as practical, the risk of work-related injury or illness, including work-related stress.
- 5.4.4.4 The Head of School will have overall responsibility for developing and/or reviewing each workload model in consultation with the relevant Heads of Discipline (or functional equivalent) and with the academic staff covered by the model, including by inviting submissions and comments and giving staff members a reasonable time to respond. The Head of School will give consideration to issues raised.
- 5.4.4.5 Once an academic workload model or a revision to a model has been approved for implementation by the Head of School, it will be submitted to the Executive Dean (or functional equivalent) of the relevant Faculty for approval. It will then be submitted to the Deputy Vice-Chancellor (Academic) for information and the review of issues arising generally in relation to workload models across the University.

5.4.5 APPLICATION OF WORKLOAD MODEL TO ALLOCATION OF INDIVIDUAL ACADEMIC WORKLOAD

- 5.4.5.1 An academic supervisor will allocate a workload to each academic staff member, having regard to:
- (a) the alignment of the staff member's individual contribution to the strategic and operational priorities of the School, Faculty and/or the University;
 - (b) whether the staff member has been given an opportunity to undertake both teaching and research activities to contribute over time to all of the four (4) areas of academic work, with reference to the staff member's career development needs and the needs of the School;
 - (c) the staff member's appointment and time fraction;
 - (d) the staff member's possible need to establish their career as an early career academic;
 - (e) the importance of maintaining a balance between work and family life;
 - (f) the annual working hours specified in this Agreement;
 - (g) the staff member's annual leave and other leave plans. A staff member will not be required to make up time, take on additional duties or alter the duties that the staff member would normally perform as a result of taking leave.
- 5.4.5.2 Each staff member will meet with their supervisor at least once per year, for example as part of the Planning, Development and Review process outlined in clause 5.2, to help determine their workload allocation.
- 5.4.5.3 Subject to clause 5.4.5.5 each academic staff member (other than one classified as Research-Only under Schedule 6 – Classification Standards) will be allocated work by their supervisor according to the following main areas of academic work:
- (a) Teaching and related duties, including supervision – 40%, or a figure within a band of 20% to 60%;
 - (b) Research, Scholarship and Creative Activity – 40% or a figure within a band of 20% to 60%;
 - (c) Administration, professional activity, and/or community engagement – 20%, or a figure within a band of 10% to 40%.
- 5.4.5.4 For a Teaching Fellow engaged under clause 2.3.11, or a Scholarly Teaching Fellow engaged under clause 2.4, an allocation of 75% may be made to teaching and teaching-related duties, and 25% to other duties.
- 5.4.5.5 A staff member's workload allocation under clause 5.4.5.3 or 5.4.5.4 must total 100% for the three (3) areas of work.
- 5.4.5.6 A staff member may be allocated work outside the bands set out in clause 5.4.5.3, but only by agreement between the staff member and their supervisor, or as specified in their contract of employment, and provided that at least 10% is allocated for scholarship and research.
- 5.4.5.7 A staff member will only be required to teach in up to two (2) main teaching sessions (or three (3) in the case of a staff member with a teaching allocation of more than 50%), unless otherwise agreed with their supervisor. A "main teaching session" for this purpose means an identified sequence of

weeks over which courses may be scheduled and includes (as applicable) a semester, a trimester, a summer school period or a winter school period.

- 5.4.5.8 A staff member should not experience an overall increase in workload as a result of participation in the teaching of intensive courses.
- 5.4.5.9 The Head of School will;
 - (a) make the academic workload model for a School or Discipline available to the relevant staff members covered by the model; and
 - (b) make the proposed workload allocation available to the relevant staff members for information/comment at which time those staff members may raise concerns about their own individual allocation directly with the Head of School; and
 - (c) publish the final academic workload allocation for each individual staff member, including the percentage allocated to the various types of work, to all members of the relevant group.

5.4.6 REVIEW OF ACADEMIC WORKLOAD ALLOCATION

- 5.4.6.1 If an academic staff member considers that they are being unreasonably expected to carry out additional duties or have concerns regarding the composition of their workload allocation, they should raise this with their supervisor in the first instance. The supervisor will attend to these concerns in light of the workloads of comparable positions elsewhere in the School.
- 5.4.6.2 If after this process, the staff member still believes that their concerns about workload have not been adequately dealt with, they may lodge a staff grievance in accordance with clause 8.4.

5.5 Reclassification of Positions

- 5.5.1 This clause only applies to professional staff members.
- 5.5.2 A professional staff member or their supervisor may apply for a reassessment of the classification of the position that the staff member occupies if they believe that the work value of the position has substantially changed.
- 5.5.3 Each professional staff position will have a position description which will be used as part of the documentation to assess the appropriate classification of the staff member's position.
- 5.5.4 The following principles apply to reclassification assessment:
 - (a) All positions are subject to these procedures;
 - (b) The classification assessment will be of the position, not the applicant; and
 - (c) Classification standards will be applied consistently across positions.
- 5.5.5 Human Resources will assess, by reference to Schedule 7 - Classification Standards (Professional Staff), 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.

- 5.5.6 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/manager.
- 5.5.7 Following its assessment, Human Resources will make a determination of the classification and will provide the staff member with the determination and written reasons for the decision.
- 5.5.8 If Human Resources determines to reclassify the position, the staff member will be paid at the higher salary level from the date of the application for review.

5.5.9 REVIEW

A staff member may, within five (5) working days from the date of receiving the determination from Human Resources, seek a review in accordance with clause 8.3. The staff member must submit a written application to the Deputy Vice-Chancellor/Vice President which addresses the terms of reference and requirements set out in clause 8.3.

5.6 Broadbanding

- 5.6.1 Broadbanding is the classification of a professional staff position across two (2) 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) Organisationally 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 (1) 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 demonstrated performance of work, which corresponds to the next level.
- 5.6.3 The criterion for advancing a 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 members (except casuals) are eligible to participate in the University's Special Studies Program (SSP) provided their contract of employment extends beyond the period of special studies for at least an equal period.

- 5.7.2 The period for which a staff member may seek approval to undertake special studies accrues at the rate of one (1) day per six (6) days of recognised service or 61 days for each calendar year of recognised service, normally to a maximum of 366 days after six (6) years of service. The Deputy Vice-Chancellor may in special circumstances approve accrual up to 427 days.
- 5.7.3 For the purposes of this clause, “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).
- 5.7.4 The program will be in accordance with the Policy and/or Procedures as amended or replaced. The University will consult with the NTEU through the Joint Consultative Committee on any amendments to the current Policy and/or Procedures.

5.8 Overseas Conference Leave

- 5.8.1 All academic staff members (except casuals) are eligible to apply to access overseas conference leave, provided they are not post graduate students.
- 5.8.2 The period of overseas conference leave will not normally exceed 15 days for one (1) conference or 21 days for more than one (1) conference.
- 5.8.3 The University will consult with the NTEU through the Joint Consultative Committee on its framework for academic overseas conference leave.

6. LEAVING THE UNIVERSITY

6.1 Notice of Resignation

- 6.1.1 Unless a staff member is employed as a casual member of staff, they are required to provide their supervisor with notice in writing of their intended resignation.
- 6.1.2 If a staff member does not provide the required notice and the University has not agreed to a reduced notice period, then:
- (a) the amount of monies that would be payable to the staff member during the balance of the notice period is a debt due and owing to the University by the staff member; and
 - (b) the University may deduct the monies owing from the staff member's final salary by agreement with the staff member, such agreement not to be unreasonably withheld by the staff member.

- 6.1.3 The period of notice required will be:

| | |
|--|--|
| Fixed-term academic staff on contracts of less than three (3) years duration | 4 weeks |
| Fixed-term academic staff on contracts of three (3) or more years duration | 12 weeks |
| Continuing academic staff/Research Appointments | 12 weeks or the end of a teaching semester |
| HEO 1 through to HEO 6 | 2 weeks |
| HEO 7 through to HEO 9 | 4 weeks |
| HEO 10 | 12 weeks |

6.2 Notice of Termination of Employment

- 6.2.1 This clause does not apply to casual staff or staff serving a period of probation.
- 6.2.2 All decisions to discipline or terminate the employment of a staff member must be in accordance with this Agreement.
- 6.2.3 Termination of employment means termination at the initiative of the University.
- 6.2.4 If the University seeks to terminate a staff member's employment, the staff member will be provided with notice as set out below or as specified in their contract of employment, whichever is the greater, except where termination of employment occurs for reasons of serious misconduct as referred to in clause 6.3, or incapacity to perform duties, where notice will be provided in accordance with clause 6.6.12.

| Period of continuous service | Period of notice |
|------------------------------|------------------|
| Less than 3 years | At least 2 weeks |
| 3 years or more | At least 4 weeks |

- 6.2.5 In addition to this notice, if a staff member is over 45 years of age at the time of giving notice and they have at least two (2) years continuous service with the University, they will receive an additional one (1) week of notice.
- 6.2.6 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 the staff member to work out the notice period. Where the staff member is only required to work part of the required notice period, the University will pay out the remainder of the notice period.
- 6.2.7 Any payments in lieu of notice will be based on a staff member's salary at the date of cessation of employment.

6.3 Termination without Notice for Serious Misconduct

The University may terminate a staff member's employment without notice if they have been found to have engaged in serious misconduct such that it would be unreasonable to require the University to continue their employment during a period of notice.

6.4 Severance Pay for Fixed-Term Contracts

- 6.4.1 This clause applies if:
- (a) a staff member is engaged on a second or subsequent fixed-term contract to undertake a "Specific Task or Project" or "Research-Only" work; or
 - (b) immediately prior to being engaged on their current fixed-term contract a staff member was engaged on a fixed-term contract to undertake a 'Specific Task or Project' or "Research-Only" work.
- 6.4.2 A staff member who is eligible under clause 6.4.1 will be entitled to the following severance pay if they are employed on a second or subsequent fixed-term contract and:
- (a) the same or substantially similar duties are no longer required by the University; or
 - (b) the duties in relation to the work the staff member was 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 the staff member does not meet the requirements of clause 2.3.13.2.

| Period of eligible continuous service | Severance Pay |
|---|---------------|
| up to the completion of 2 years | 4 weeks* |
| more than 2 years and up to the completion of 3 years | 6 weeks* |
| more than 3 years and up to the completion of 4 years | 7 weeks* |
| more than 4 years and over | 8 weeks* |

*Where one (1) week's pay is based on the ordinary rate of pay. Where a staff member has had periods of both part-time and full-time employment the calculation will be proportionate to such periods of service.

- (c) If the University advises the staff member in writing that further employment may be offered within eight (8) weeks of the expiry of their fixed-term contract, then the University may defer payment of severance benefits for a maximum period of eight (8) weeks from the expiry of the staff member's fixed-term contract.
- (d) Where the University offers the staff member acceptable alternative employment and the staff member accepts, then no severance payment will be made. Where the University offers and the staff member does not accept comparable alternative employment, severance shall not be paid.

6.5 Unauthorised Absence from Work

- 6.5.1 This clause applies to all staff members other than casuals.
- 6.5.2 Unauthorised absence from work means the staff member has not notified their supervisor of their inability to attend for duty and they are not on any form of authorised absence.
- 6.5.3 If a staff member is absent from duty without prior approval, the staff member or a nominee shall make reasonable attempts to advise the University at the earliest possible time.
- 6.5.4 Where a staff member is absent from duty without approval for a continuous period of five (5) working days or more, the staff member shall be deemed to be on an unauthorised absence and:
 - (a) if the staff member has an entitlement to annual and/or long service leave, they will be placed on paid leave, starting with annual leave; and
 - (b) if the staff member has no entitlement to paid leave, they will be placed on leave without pay not to count as service; and
 - (c) the staff member's supervisor should make reasonable attempts to contact the staff member and advise them that, unless they return to duty or otherwise provide reasonable excuse, the staff member's employment may be terminated.
- 6.5.5 If the staff member does not return to duty, respond to their supervisor, or otherwise provide reasonable excuse for their absence within 15 working days from the commencement of the absence, their employment will cease and the Vice-Chancellor will advise them in writing that their employment has been terminated from the date of the letter.
- 6.5.6 If the staff member provides reasonable excuse for their absence from duty, they will be placed on paid leave for the period of the absence, provided they have sufficient accrued entitlements. If all accrued entitlements are exhausted, the staff member will be placed on leave without pay, which may at the discretion of the University count as service.

6.6 Incapacity to Perform Duties

- 6.6.1 If a staff member's capacity to perform their duties is in doubt, the University may require, in writing, that the staff member undergo a medical

examination by a medical practitioner chosen by, and at the expense of, the University. The University will provide the staff member with written notice of not less than six (6) weeks that a medical examination is required.

- 6.6.2 If a staff member is required to undergo a medical examination, the report of the examination will be made available to them and the Deputy Vice-Chancellor/Vice-President.
- 6.6.3 The medical examination will determine whether the staff member is able to perform their duties based on:
 - (a) their ability to resume their normal duties within the next 12 months; and
 - (b) the same standards used by the staff member's superannuation fund to determine incapacity as far as possible.
- 6.6.4 If the medical examination determines that the staff member is not able to resume their normal duties within 12 months, the Deputy Vice-Chancellor/Vice-President may recommend to the Vice-Chancellor that their employment be terminated.
- 6.6.5 Within 10 working days from the date a staff member is advised of the Deputy Vice-Chancellor/Vice-President's recommendation the staff member may request a review of the medical examination. Pending the outcome of the review, the University will defer any action to terminate their 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 (1) jointly agreed by the Chair and Deputy Chair of the JCC, and;
 - (b) One (1) nominated by the Chair of the JCC; and
 - (c) One (1) nominated by the staff member and/or their 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, the staff member and their 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 a staff member's employment, the staff member may apply through their 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) a staff member does not comply with the written request to undertake a medical examination within six (6) weeks of receiving it; or

- (b) a staff member does not seek a review of the medical examination which has resulted in the recommendation to terminate employment; or
 - (c) a staff member has applied and not been accepted for incapacity/disablement by their superannuation fund in accordance with clause 6.6.10 of this Agreement.
- 6.6.12 Where a staff member's employment is terminated in accordance with clause 6.6.11 of the Agreement, they will be provided with six (6) months' notice of termination of their 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 Redundancy

This clause only applies to continuing staff. It will be read in conjunction with clause 7.10.

- 6.7.1 Where reasonably practicable, any reductions in staffing will be effected through the following, but not limited to:
 - (a) natural attrition;
 - (b) voluntary separations;
 - (c) pre-retirement contracts;
 - (d) voluntary conversion to part-time work;
 - (e) transition to a new role; or
 - (f) redeployment.

6.7.2 DEFINITIONS

- 6.7.2.1 Redundancy and Redundant mean a situation where the position occupied by a continuing staff member is identified as surplus to the University's requirements and where the job done by the staff member is no longer required to be performed by anyone.
- 6.7.2.2 Voluntary Redundancy occurs when a staff member holding a position that has been declared redundant under clause 6.7.3 or clause 6.7.4, or that the University agrees to be redundant under clause 6.7.15, separates from the University on a voluntary basis.
- 6.7.2.3 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.
- 6.7.2.4 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.
- 6.7.2.5 Redundancy payments (whether voluntary redundancy payments or retrenchment payments) are based on ordinary pay.

- 6.7.2.6 Suitable alternative employment means alternative continuing employment at the same classification and time fraction, within or outside the University.
- 6.7.3 In accordance with clause 7.10 of this Agreement, the University may decide to declare one (1) or more continuing positions redundant for reasons including those of a technological, economic, structural or similar nature.
- 6.7.4 The University may propose to declare one (1) or more continuing positions redundant, other than in the course of a major organisational change. If such a proposal is made:
- (a) The University will, before any final decision is made, consult with each staff member whose position is to be made redundant, and their representative (if the staff member so chooses), about the reason for the proposed redundancy and possible measures to avert or mitigate its adverse effects.
 - (b) The measures referred to in clause 6.7.4 may include any of the measures listed in clause 6.7.1.
- 6.7.5 If a staff member's position has been identified as redundant, either as part of a major organisational change or under clause 6.7.4, they will, as soon as practicable after the University has made the decision, be notified in writing.
- 6.7.6 From the time a staff member has been notified that their position has been declared redundant they will be entitled to:
- (a) reasonable leave, as determined by the Area Manager, with full pay to attend necessary employment interviews; and
 - (b) the reimbursement of any reasonable costs and charges, as determined by the Area Manager, associated with a program of retraining that the University has agreed will be taken as a measure to mitigate the adverse effects of the redundancy.
- 6.7.7 If the University is able to identify and arrange suitable alternative employment for the staff member, and an offer of such employment is accepted, the rest of clause 6.7 will not apply to the staff member and the staff member will not be eligible for any redundancy payment.

6.7.8 TRANSITION PERIOD

On the date on which a staff member's position becomes redundant they will enter into a transition period of eight (8) weeks during which they can elect to exercise one (1) of the options set out in Options 1, 2 or 3 below.

6.7.9 EXTENDED NOTICE PERIOD

A staff member whose position becomes redundant is also entitled to a period of extended notice of termination as detailed below, to commence from the end of the transition period:

| Age at date of redundancy | Extended notice period |
|----------------------------------|-------------------------------|
| Under 40 | 18 weeks |
| 40 to under 45 | 20 weeks |
| 45 or over | 22 weeks |

6.7.10 OPTION 1 - VOLUNTARY REDUNDANCY

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

6.7.10.2 If a staff member selects a voluntary redundancy they agree to receive their voluntary redundancy payment and immediately separate from the University.

6.7.10.3 The voluntary redundancy payment will be calculated as follows:

- (a) payment in lieu of any unexpired portion of the transition period;
- (b) payment in lieu of the staff member's extended notice period;
- (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 the periods in clauses 6.7.10.3 (a), (b) and (c) will not exceed 82 weeks in total; and
- (d) payment of annual leave, long service leave and annual leave loading, as applicable.

6.7.10.4 When calculating the severance payment in clause 6.7.10.3 (c):

- (a) At the discretion of the University, prior casual service with the University will be reviewed on a case-by-case basis.
- (b) If a staff member has had periods of both full-time and part-time employment the calculation will be proportionate to such periods of service.
- (c) Service with another organisation will not be taken into consideration.

6.7.10.5 The voluntary redundancy payment, together with the notification of redundancy given under clause 6.7.5, is taken to satisfy any requirement that might otherwise arise under clause 6.2 in relation to notice of termination of employment.

6.7.11 OPTION 2 – REDEPLOYMENT

6.7.11.1 Before the expiration of the transition period, a staff member may indicate in writing to their manager that they want to pursue the option of redeployment.

6.7.11.2 Redeployment options will be pursued during the remainder of the transition period and, if necessary, during the extended notice period that follows.

6.7.11.3 Redeployment Process

- (a) The University and the staff member 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 the staff member could be redeployed. No action will be taken to fill the position until the staff member has been assessed against the

classification selection criteria to determine their suitability for transfer to the position.

- (c) The University will consider whether the staff member could perform the duties satisfactorily within a reasonable time, or whether the position is able to be redesigned to accommodate them.
- (d) If the staff member is redeployed:
 - i. They will be relocated on a trial basis for an agreed period, no longer than three (3) months.
 - ii. They will be placed on a retraining program, if required.
 - iii. After the trial period, if the staff member is deemed suitable they will be permanently transferred to the position.
 - iv. If the staff member is placed into a continuing position in accordance with clause 6.7.11.1 (d)iii, they will not be entitled to any redundancy payment in relation to their previously held substantive position.
 - v. If the new position is at a lower classification than the staff member's 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 extended notice period, if a staff member has not been permanently transferred to a suitable position, the staff member will be retrenched in accordance with clause 6.7.13.

6.7.12 OPTION 3 – REVIEW

- 6.7.12.1 A staff member may, before the expiration of the transition period, seek a review by an Internal Reviewer in accordance with clause 8.3, of a decision to declare a position redundant.
- 6.7.12.2 The staff member must submit a written request which addresses the terms of reference at clause 8.3, outlines their reasons for review and provides any relevant supporting documentation to a Deputy Vice-Chancellor/Vice President.
- 6.7.12.3 Such a review must be conducted as expeditiously as possible.

6.7.13 RETRENCHMENT

- 6.7.13.1 If a staff member has been notified under clause 6.7.3 or 6.7.4 that their position is redundant and:
 - (a) by the end of the transition period they fail to apply for option 1, 2 or 3; or
 - (b) they have applied for option 2, but their extended notice period has expired without a permanent transfer to a suitable position (see clause 6.7.11.3 (e)); or
 - (c) their Review under clause 6.7.12 has not been successful; the staff member will be retrenched.
- 6.7.13.2 The staff member will be formally advised in writing by the Vice-Chancellor of their retrenchment.

6.7.13.3 The retrenchment will take effect immediately, or at a later date if it is mutually agreed that the staff member will work for some or all of their extended notice period.

6.7.13.4 Retrenchment Payment

- (a) Upon retrenchment a staff member will receive a retrenchment payment calculated on the same basis as a voluntary redundancy payment under clause 6.7.10, except that no payment will be made in respect of:
 - i. the transition period; or
 - ii. the amount of the staff member's extended notice period that has already expired prior to the retrenchment taking effect.
- (b) The retrenchment payment, together with the notification of redundancy given under clause 6.7.5, is taken to satisfy any requirement that might otherwise arise under clause 6.2 in relation to notice of termination of employment.

6.7.14 RE-EMPLOYMENT RESTRICTION

6.7.14.1 Voluntary Redundancy

If a staff member accepts a voluntary redundancy, they will not be eligible for re-employment, including casual 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.

6.7.14.2 Retrenchment

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

6.7.15 STAFF INITIATED REDUNDANCY AND VOLUNTARY SEPARATION PROGRAMS

- 6.7.15.1 If a staff member is a continuing staff member and they believe that their position is no longer required by the University, they may apply through their supervisor to the relevant Area Manager for the position to be declared redundant and to receive a voluntary redundancy payment.
- 6.7.15.2 From the date on which the University agrees that the position is redundant, a staff member who initiates the redundancy of their own position is entitled to a redundancy payment calculated on the same basis as a voluntary redundancy payment under clause 6.7.10, even though they do not enter a transition period or have an entitlement to exercise the options in clauses 6.7.10, 6.7.11 or 6.7.12.
- 6.7.15.3 If a staff member accepts an offer from the University of redundancy under a voluntary separation program, whether as part of a Major Organisational Change or otherwise, they will receive a voluntary redundancy payment on the same basis as if the redundancy was a staff initiated redundancy.

6.7.15.4 For the avoidance of doubt, a staff member whose position is agreed to be redundant under this clause 6.7.15 is not entitled to the benefits set out in clause 6.7.6, unless the University agrees otherwise, but is subject to the restriction on re-employment set out in clause 6.7.14.1.

7. UNIVERSITY COMMITMENTS

7.1 Joint Consultative Committee

- 7.1.1 A Joint Consultative Committee (JCC) comprising representatives of University management and unions covered by this Agreement, as referred to in section 183 of the Act, will meet quarterly or as required to:
- (a) monitor the ongoing implementation of this Agreement, including those matters listed in clause 7.1.6 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 the JCC, and the University will have regard to the views of the JCC before making such variations or amendments.
- 7.1.3 No policies or procedures will reduce or diminish an entitlement available to staff under this Agreement.
- 7.1.4 There will be an equal number of University management and union representatives on the JCC.
- 7.1.5 One (1) University management representative will be appointed as the Chair of the JCC and one (1) union representative will be appointed as Deputy Chair.
- 7.1.6 The University will annually provide information to the Joint Consultative Committee on:
- (a) Indigenous employment statistics arising out of the implementation of the Aboriginal and Torres Strait Islander Employment Strategy;
 - (b) The total number of Scholarly Teaching Fellows and the breakdown of numbers by Faculties established in the previous 12 months;
 - (c) The total number of Teaching Fellowships and the breakdown of numbers by Faculties established in the previous 12 months;
 - (d) The total number of Veterinary Residents appointed;
 - (e) Expenditure on professional staff development and the details of any professional staff scholarships.

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 6.7.1 and endeavour to use involuntary redundancy as a last resort.

7.3 Workforce Data

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

7.4 Workplace Wellbeing

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.

- 7.4.1 If a staff member's supervisor has a reasonable concern that they are unfit to perform their duties so as to constitute a risk to themselves, other staff members, students or property in relation to the staff member's employment, they will discuss their concerns with the staff member. Following this discussion the staff member may be required to undergo a medical examination to determine their suitability to continue with their duties.
- 7.4.2 Pending the outcome of the examination, the staff member's supervisor may direct the staff member not to attend the workplace until such time as their medical practitioner confirms in writing that they are fit to undertake their normal duties.
- 7.4.3 If a staff member is directed not to attend the workplace, their supervisor will discuss with them the appropriate type of leave for this period.
- 7.4.4 Where a staff member is required to undergo a medical examination pursuant to clause 7.4.1 of this Agreement, the University will be required to meet the cost of the medical examination.

7.5 Aboriginal and Torres Strait Islander (ATSI) Employment

- 7.5.1 The University is committed to:
 - (a) the continued implementation of Tarrkarri Tirrka (Future Learning) – The University of Adelaide Integrated Aboriginal and Torres Strait Islander Education Strategy;
 - (b) the Aboriginal and Torres Strait Islander Employment Strategy; and
 - (c) the Aboriginal and Torres Strait Islander Employment Advisory and Monitoring Committee.
- 7.5.2 The Aboriginal and Torres Strait Islander Employment Advisory and Monitoring Committee will include:
 - (a) Deputy Vice-Chancellor (as Chair);
 - (b) an Executive Dean;
 - (c) Dean, Indigenous Research and Education Strategy;
 - (d) the Indigenous Employment Coordinator; and

- (e) Two (2) Aboriginal and Torres Strait Islander staff members nominated and elected from that cohort of staff.

7.5.3 The Aboriginal and Torres Strait Islander Employment Advisory and Monitoring Committee will act as an advisory and consultative committee and will monitor and provide advice on implementation of the Aboriginal and Torres Strait Islander Employment Strategy referred to in clause 7.5.1 of this Agreement, 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 Employment Strategy.

7.5.4 The University affirms and will take active measures to meet the Progressive Indigenous Employment targets set out in the Aboriginal and Torres Strait Islander Employment Strategy as set out below:

- (a) 2017 – 50 Indigenous staff members;
- (b) 2018 – 55 Indigenous staff members;
- (c) 2019 – 60 Indigenous staff members;
- (d) 2020 – 65 Indigenous staff members; and
- (e) 2021 – 70 Indigenous staff members.

For avoidance of doubt, a failure to meet these targets will only be regarded as a breach of this Agreement where it can be established that such a failure results from the University failing to take active measures to meet the target.

7.5.5 The relevant unions may request, from the Director, Human Resources, an annual update on the new Aboriginal and Torres Strait Islander staff members employed in that year and the overall number of Aboriginal and Torres Strait Islander staff members employed at the University.

7.6 Research-Only Staff Working Party

7.6.1 The parties recognise the contribution made by staff members employed on Research-Only fixed-term contracts whose employment is contingent on research related funding and particularly those who are employed over consecutive fixed-term contracts.

7.6.2 Over the life of the Agreement the University will establish a working party comprising representatives of the research community, University staff and management and the NTEU for the purpose of reviewing:

- (a) the current application and use of Continuing Research Contracts and the viability of the use of such contracts;
- (b) the potential benefits, costs and impacts to the University of enhanced severance payments to Research-Only fixed-term staff under clause 6.4 of the Agreement; and
- (c) the balance between Research-Only staff job security and the constraints imposed by externally funded research grants.

7.6.3 The working party will be chaired by the Deputy-Vice Chancellor (Research) or nominee and comprise three (3) University representatives and three (3)

representatives nominated by the NTEU, and will include representatives with research funding and employment experience.

- 7.6.4 The working party will provide its findings to the Vice-Chancellor no later than 1 October 2019 for the consideration of senior management.
- 7.6.5 If having considered the findings, the University decides that there is a reasonable case for severance payments for Research-Only fixed-term staff under clause 6.4 of the Agreement to be increased, the University will implement such enhanced entitlements administratively within a reasonable time following that decision.

7.7 Management of Schools and Disciplines

This clause applies to both Disciplines and Departments.

7.7.1 HEAD OF SCHOOL

- 7.7.1.1 A Head of School will be appointed for a period of up to 5 years.
- 7.7.1.2 The Executive Dean, in consultation with School staff, can recommend a further period of appointment upon the expiration of the first term of office.

7.7.2 SELECTION PROCESS FOR HEAD OF SCHOOL

- 7.7.2.1 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.
- 7.7.2.2 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;
 - (e) Three (3) senior academic staff members from within the School appointed after open consultation within the School;
 - (f) A member of the professional staff of the School; and
 - (g) If the Executive Dean deems it necessary, a Head of School from another Faculty, or an external person to the University or Faculty with relevant expertise;
 - (h) Any other staff member or student the Vice-Chancellor deems appropriate.
- 7.7.2.3 The Vice-Chancellor will appoint the Head of School.

7.7.3 DISCIPLINE HEAD

- 7.7.3.1 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.
- 7.7.3.2 The Discipline Head reports to the Head of School.

- 7.7.3.3 Candidates eligible for election as Discipline Head will normally be drawn from staff who have attained the status of Senior Lecturer or above and are employed at least 0.8 FTE by the University.
- 7.7.3.4 Discipline Heads may be appointed for a period of up to three (3) years.
- 7.7.3.5 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.
- 7.7.3.6 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.
- 7.7.3.7 The Executive Dean approves the Discipline Head's appointment and length of appointment on advice from the Head of School.

7.8 Access to a Staff Member's Staff File

- 7.8.1 A staff member will be able to view and copy material from their staff file by arrangement with Human Resources.
- 7.8.2 A staff member shall be advised of any adverse reports or documents relating to performance placed on that file.

7.9 Technology Services On-Call Agreement

- 7.9.1 The *Modernised On-Call/Overtime Agreement for University of Adelaide Technology Services Staff* (ITS On-Call Agreement) refers to certain agreed conditions and remuneration relating to staff engaged in after-hours, overtime and on-call delivery of technology services to the University.
- 7.9.2 The ITS On-Call Agreement does not form part of this Agreement, nor are any of its terms (in part or whole) incorporated into this Agreement.

7.10 Major Organisational Change

7.10.1 GENERAL PRINCIPLES

- 7.10.1.1 Sound management of major organisational change requires timely consultation and involvement of staff members who will be directly affected by major organisational change. Consultation is an important part of all major organisational change processes and the University will take into account the views of staff members and their representatives (including relevant unions) in the Information and Consultation, and Decision and Implementation stages of major organisational change.

7.10.1.2 Throughout any major organisational change process:

- (a) Staff members who are directly affected by major organisational change and their representatives (including relevant unions) will be provided with opportunities and reasonable time to respond;
- (b) The University will explore options and wherever reasonably practicable adopt measures to mitigate against and avert potential job losses.

7.10.2 DEFINITIONS

For the purposes of this Agreement:

- (a) 'major organisational change' is a major change to the
 - i. composition or profile of a Faculty, School, Division, or Branch; or
 - ii. operation of the University or size of the University's workforce; or
 - iii. skills/capabilities required of staffwhich is likely to have a significant effect on staff;
- (b) 'significant effect' includes termination of employment, transfer to other work or locations, or a significant change to required duties or hours of work or span of hours;
- (c) 'consultation' includes a bona fide opportunity to influence the decision maker and requires the decision maker to give genuine consideration to, and take into account, the views of directly affected staff members and their representatives (including relevant unions) and any alternatives proposed during the consultation period. Consultation does not mean agreement will be reached.

7.10.3 INFORMATION AND CONSULTATION

7.10.3.1 Where the University has taken an in-principle decision to make major organisational change, the University will prepare a Draft Change Proposal for consideration by and consultation with staff members who are directly affected by the Draft Change Proposal and their representatives (including relevant unions). The Draft Change Proposal will outline the reasons for major organisational change, and will include:

- (a) Proposals to mitigate negative effects including training and redeployment;
- (b) Expected outcomes including expected advantages and disadvantages;
- (c) The timing and nature of consultation;
- (d) Where possible, the expected timing of the decision and implementation of the Final Change Plan; and
- (e) Implications for staff members directly affected by major organisational change (including workload).

7.10.3.2 The University will provide feedback on matters raised by staff and their representatives (including relevant unions) on the Draft Change Proposal, and will convene a meeting with staff who are directly affected by the proposal, and their representatives, for the purposes of allowing the Draft Change Proposal to be discussed and for staff to provide feedback. The University will give 10 working days' notice of the meeting.

7.10.4 DECISION AND IMPLEMENTATION

- 7.10.4.1 When the University decides to proceed with a major organisational change, the University will notify staff members who are directly affected by the major organisational change and their representatives (including relevant unions) by way of a written Final Change Plan. The Final Change Plan should include the decision and the justification for that decision. Staff members who are directly affected by major organisational change and their representatives (including relevant unions) will be consulted about the implementation of the Final Change Plan. No aspect of the proposed major organisational change will be implemented prior to the provision of the Final Change Plan.
- 7.10.4.2 Where the Final Change Plan will result in a loss of positions, staff members directly affected will be provided with 10 working days to express an interest in any of the measures (if applicable) set out in clause 6.7.1 of the Agreement.
- 7.10.4.3 Where the Final Change Plan will result in both the loss of some professional staff positions and the creation of other such positions, the new positions will be advertised internally in the first instance.

7.11 Consultation about Changes to Rosters or Hours of Work

- 7.11.1 Where the University proposes to change a staff member's regular roster or ordinary hours of work, the University will consult with the affected staff member(s) and their representatives if any, about the proposed change.
- 7.11.2 The University will:
- (a) provide the affected staff members(s) and their representatives, if any, with information about the proposed change (for example, information about the nature of the change to the staff member's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (b) invite the affected staff member(s) and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (c) give consideration to any views about the impact of the proposed change that are given by the staff member(s) concerned and/or their representatives.
- 7.11.3 The requirement to consult under this clause does not apply where a staff member has irregular, sporadic or unpredictable working hours or if clause 7.10 applies.
- 7.11.4 These provisions are to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

8. WORKING EFFECTIVELY

8.1 Unsatisfactory Performance

This clause does not apply to casual or probationary staff members.

- 8.1.1 If a staff member's performance is not satisfactory, the University may decide to take action to remedy the unsatisfactory performance.
- 8.1.2 Before taking any disciplinary action, a supervisor must take reasonable steps to address unsatisfactory performance by one (1) or more of the following: informal discussion, guidance, performance counselling (including informal counselling), providing additional supervision, requiring additional reporting from the staff member about their work, providing appropriate staff development or training, or workload allocation.
- 8.1.3 If performance improves to a satisfactory level and is maintained for a period of six (6) months then the matter will be considered closed.
- 8.1.4 Satisfactory performance means a level of performance consistent with a staff member's contract of employment, position description and/or role statement (where applicable) and the Classification Standards (Academic and Research-Only Staff) or Professional Staff Classification Standards as set out in this Agreement.
- 8.1.5 If at any stage of the process a staff member does not acknowledge the performance issue that has been raised or is not willing to provide and to demonstrate a genuine and sustained commitment to improve their performance, the staff member's supervisor is not obliged to follow clause 8.1.9 and clause 8.1.10 and may make a formal report in accordance with clause 8.1.11.
- 8.1.6 A staff member may be represented by a representative, as defined in this Agreement, at any stage of this process.
- 8.1.7 A Performance Improvement Plan (PIP) will include specific performance objectives and may provide for training and development and/or mentoring to assist a staff member to improve their performance. The final PIP will be placed on the staff member's staff file.
- 8.1.8 If a recommendation is made by the supervisor to take disciplinary action, such disciplinary action is limited to:
 - (a) formal written censure/warning;
 - (b) counselling;
 - (c) withholding a salary increment;
 - (d) reducing salary by one (1) or more increments;
 - (e) demotion by one (1) or more classification levels; or
 - (f) termination of employment.

8.1.9 FORMAL COUNSELLING - FIRST COUNSELLING SESSION

- 8.1.9.1 Where a staff member's supervisor considers they have evidence that the staff member's performance is unsatisfactory, they shall first meet with the staff member to provide details of such unsatisfactory performance, the required improvements to meet the expectations of satisfactory performance and an appropriate timeline for addressing these concerns and demonstrating satisfactory performance. A first review period will be set and a PIP will be developed jointly with the staff member.
- 8.1.9.2 The staff member will have five (5) working days from the date of receipt of the counselling session summary and the PIP to respond in writing to their supervisor and raise any relevant issues including any extenuating circumstances.
- 8.1.9.3 The supervisor will consider the staff member's response, and may meet with the staff member to further discuss, before finalising and implementing the PIP.
- 8.1.9.4 If the staff member does not respond, the supervisor will implement the PIP.

8.1.10 SECOND AND FINAL COUNSELLING SESSION

- 8.1.10.1 If there is insufficient improvement after the first counselling session and the review period conducted in accordance with clause 8.1.9.1, the staff member's supervisor will again meet with them to discuss the performance issues.
- 8.1.10.2 If the supervisor believes that the staff member's performance has not improved and/or is unlikely to meet the expectations of satisfactory performance they may discuss alternative strategies with the staff member.
- 8.1.10.3 These may include, but are not limited to, transferring or redeploying the staff member to a position at the same or lower classification level. Any strategy must be mutually agreed.
- 8.1.10.4 Unless clause 8.1.5 applies, if the supervisor proposes to advise the staff member of their intention to recommend disciplinary action, they will do so in this session.

8.1.11 RECOMMENDATION TO THE DEPUTY VICE-CHANCELLOR/VICE-PRESIDENT

- 8.1.11.1 Where the supervisor can demonstrate that counselling has not resulted in satisfactory performance they will provide a written report, through the Area Manager (or functional equivalent), to the Deputy Vice-Chancellor/Vice-President that the staff member's performance is not satisfactory. Such a report will state clearly the aspects of the staff member's performance that are not satisfactory, the attempts to remedy the problem, any extenuating circumstances and the recommended disciplinary action (as defined in this Agreement) and will provide any supporting materials.
- 8.1.11.2 The supervisor will provide the staff member with a copy of the report and supporting material at the time it is submitted. The staff member will have

five (5) working days from the date of receipt of the report to respond in writing to the Deputy Vice-Chancellor/Vice-President.

8.1.12 DISCIPLINARY ACTION FOR UNSATISFACTORY PERFORMANCE

8.1.12.1 Upon receipt of the supervisor's report and any written response from the staff member, the Deputy Vice-Chancellor/Vice-President must be satisfied of the following:

- (a) Appropriate steps have been taken to bring the unsatisfactory nature of performance to the staff member's attention;
- (b) An adequate opportunity to respond was given;
- (c) Any response was taken into account; and
- (d) A reasonable opportunity was afforded to remedy the performance problem.

8.1.12.2 The Deputy Vice-Chancellor/Vice-President will then advise the staff member in writing of what action they will be taking. This may mean one (1) of the following, but is not limited to:

- (a) Taking no further action and advising the staff member in writing;
- (b) Referring the matter back to the staff member's supervisor to ensure that clauses 8.1.9 and 8.1.10 are complied with in substance and in a manner appropriate to the circumstances; or
- (c) Taking disciplinary action as provided for in this Agreement.

8.1.12.3 For all disciplinary action other than termination of employment, the Deputy Vice-Chancellor/Vice-President will advise the staff member in writing of their determination and the disciplinary action will take effect as advised.

8.1.13 TERMINATION OF EMPLOYMENT

8.1.13.1 For termination of employment, the Deputy Vice-Chancellor/Vice-President will advise the staff member in writing of their recommendation to the Vice-Chancellor to terminate the staff member's employment. If the staff member does not seek a review within five (5) working days from the date of receipt of the written advice, the Vice-Chancellor will write to them advising them that their employment with the University will be terminated.

8.1.13.2 Further to clause 8.1.13.1 the staff member will be given written notice by the Vice-Chancellor, as specified in their contract of employment or as set out in clause 6.2 (whichever is the greater), that their employment will be terminated. They will receive payment in lieu of notice for part or all of the notice period.

8.1.14 REVIEW OF RECOMMENDATION FOR TERMINATION

A staff member may, within five (5) working days from the date of receipt of the advice in clause 8.1.13.1 seek a review by an Internal Reviewer in accordance with clause 8.3. The staff member must submit a written request addressing the terms of reference in clause 8.3, outlining the reasons for the review and providing any relevant supporting documentation to the Internal Reviewer.

8.2 Disciplinary Procedures for Misconduct and Serious Misconduct

Disciplinary action should be used as a last resort. A supervisor must make every effort to resolve instances of misconduct or serious misconduct through guidance, counselling and if appropriate staff development before raising allegations of misconduct and/or serious misconduct. This clause shall be read in conjunction with clause 2.6.

A staff member has the right to have a representative, if they so choose, at any stage during the process.

8.2.1 DEFINITIONS

- 8.2.1.1 Misconduct means conduct which is not serious misconduct but which is nonetheless wilful conduct which is unsatisfactory, which may include a breach of the Code of Conduct or failure to follow reasonable and lawful direction.
- 8.2.1.2 Serious Misconduct means:
- (a) Recurrence or continuation of conduct which has been previously found to be misconduct on the part of the staff member; or
 - (b) Conduct, which may be a single occurrence, or of a kind which constitutes; a serious impediment to the carrying out of a staff member's duties, or to other staff carrying out their duties; a serious risk to the safety of staff, students or visitors to the University; a serious risk to the University's property; serious research misconduct (as defined in clause 8.2.1.3); a serious dereliction of duties; or a conviction by a court of an offence which constitutes a serious impediment to the carrying out of duties.
- 8.2.1.3 For the purpose of this Agreement, the University refers to a major or serious contravention of the Australian Code for the Responsible Conduct of Research, as varied or replaced, (the Code), as serious research misconduct.
- 8.2.2 The University is committed to adherence to the Code in the conduct of all research and the adoption of the principles and responsibilities of the Code for investigating and managing potential contravention of the Code.
- 8.2.3 Clauses 8.2.5, 8.2.6 and 8.2.7 do not apply to the investigation and management of potential contraventions of the Code.

8.2.4 SUSPENSION

- 8.2.4.1 At any time in this process a staff member may be suspended from duty (with or without pay) where:
- (a) the Area Manager forms the view that prima facie allegations amount to Serious Misconduct; and/or
 - (b) the alleged Misconduct or Serious Misconduct is of a nature that causes imminent and serious risk to property or the health and safety of a person or animal; and/or

- (c) their continued presence on campus presents a serious risk either to the University, its staff and/or students; and/or
 - (d) they refuse or fail to respond to allegations of Misconduct or Serious Misconduct.
- 8.2.4.2 At the time of suspending the staff member from duties the Area Manager will notify the staff member in writing of the reason for their suspension from duty.
- 8.2.4.3 A staff member may be suspended without pay if, upon making a preliminary assessment or at any other time in the process, the relevant Area Manager forms the view that prima facie allegations amount to Serious Misconduct. Any suspension without pay will be subject to the following:
 - (a) Where suspension without pay occurs at a time when the staff member is on paid leave, the staff member will continue to receive their ordinary pay for the period of that leave.
 - (b) The staff member may engage in paid employment or draw on any annual leave or long service leave credits for the duration of the suspension without pay.
 - (c) The Deputy Vice-Chancellor/Vice President or the Vice Chancellor may at any time direct that salary be reinstated on the ground of hardship, if a staff member makes a written request in this regard.
 - (d) If a staff member has 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.
 - (e) A decision taken by the Vice-Chancellor not to dismiss a staff member or to impose another penalty shall not be construed as an admission that there was no conduct justifying suspension without pay.
- 8.2.4.4 During any period of suspension a staff member will be excluded from the University and denied access to University systems and facilities, provided that they will be permitted reasonable access to the University for the preparation of their response and to collect personal property.

8.2.5 INVESTIGATION AND NOTIFICATION OF ALLEGATIONS

- 8.2.5.1 The Area Manager will make an initial assessment of any allegations of Misconduct or Serious Misconduct and may undertake or arrange such preliminary investigations or enquiries as they consider appropriate to determine the appropriate course of action to deal with the matter.
- 8.2.5.2 Other than in the case of allegations of Serious Misconduct, the Area Manager may seek to resolve the matter, if considered appropriate, directly with the staff member concerned through guidance, counselling, a requirement to undertake appropriate development activities, a written warning (which for the purposes of this clause will not be considered disciplinary action of formal censure), mediation or other form of dispute resolution.
- 8.2.5.3 A record of measures taken under clause 8.2.5.2 will be made and kept on the staff member's file and this may include a statement from the staff member in relation to the matter.

- 8.2.5.4 In cases other than those dealt with under clause 8.2.5.2, the Area Manager should notify the staff member in writing of the allegations of Misconduct/Serious Misconduct and notify them that an investigation is being conducted. The Area Manager should provide the staff member with sufficient detail to enable them to understand the precise nature of the allegations and to properly respond.
- 8.2.5.5 A staff member will have 10 working days from the date of receipt of the Area Manager's written notification of the allegations in which to respond in writing.

8.2.6 RESPONSE TO ALLEGATIONS

- 8.2.6.1 If a staff member admits allegations of Misconduct or Serious Misconduct, the formal investigation shall cease and, providing the Area Manager is satisfied that the conduct amounts to Misconduct or Serious Misconduct, the Deputy Vice-Chancellor will advise the staff member in writing of their decision and the operative date of any disciplinary action.
- 8.2.6.2 If a staff member denies the allegations and, following the formal investigation, the Area Manager subsequently finds that there has been no misconduct, the staff member will be advised in writing that the investigation has concluded.
- 8.2.6.3 If a staff member denies the allegations, in full or part, or does not respond to the allegations, following the formal investigation, the Area Manager will provide a report in writing to the Deputy Vice-Chancellor/Vice-President in accordance with clause 8.2.7.

8.2.7 MISCONDUCT/SERIOUS MISCONDUCT REPORT

- 8.2.7.1 If a staff member denies allegations of Misconduct or Serious Misconduct, in full or part, or does not respond to the allegations, following a formal investigation, the Area Manager will report in writing to the Deputy Vice-Chancellor/Vice President. The report should detail the allegation(s) of Misconduct or Serious Misconduct, any mitigating circumstances, the recommended disciplinary action and the staff member's response to the allegations and any material taken into account when considering the allegations.
- 8.2.7.2 A staff member will be provided with a copy of the Area Manager's report including any material taken into account when considering the allegations at the time it is submitted to the Deputy Vice-Chancellor/Vice-President.
- 8.2.7.3 A staff member may respond to the Area Manager's report by writing to the Deputy Vice-Chancellor/Vice-President within five (5) working days from the date of receipt of the report.
- 8.2.7.4 If after receipt of the Area 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 investigation will be closed.
- 8.2.7.5 If after receipt of the Area Manager's report and any response from the staff member, the Deputy Vice-Chancellor/Vice-President is of the view that

there has been Misconduct/Serious Misconduct, the staff member will be advised of the finding and any determination of disciplinary action.

8.2.8 MISCONDUCT REPORT - RESEARCH

- 8.2.8.1 Where the University conducts an investigation under the Code and/or finds that a staff member has breached the Code such that it constitutes a major or serious contravention that warrants termination of employment, the Area Manager will report in writing to the Deputy Vice-Chancellor/Vice President (Academic). The report will include the allegations raised and the findings from the investigation under the Code, mitigating circumstances (if any) and the staff member's response to the allegations with a recommendation for termination of employment.
- 8.2.8.2 The staff member will be provided with a copy of the Area Manager's report at the time it is submitted to the Deputy Vice-Chancellor/Vice-President (Academic).
- 8.2.8.3 The staff member may respond to the Area Manager's report by writing to the Deputy Vice-Chancellor/Vice-President (Academic) within five (5) working days from the date of receipt of the report.
- 8.2.8.4 If after receipt of the Area Manager's report, the Deputy Vice-Chancellor/Vice-President (Academic) is of the view that there has been no major or serious contravention of the Code, they will advise the staff member in writing and the matter will be closed.
- 8.2.8.5 If after receipt of the Area Manager's report, the Deputy Vice-Chancellor/Vice-President (Academic) is of the view that there has been a major or serious contravention of the Code, the staff member will be advised of the finding and any determination of disciplinary action.

8.2.9 NOTIFICATION OF DISCIPLINARY ACTION

- 8.2.9.1 For all disciplinary action, other than termination of employment, the Deputy Vice-Chancellor/Vice-President will advise the staff member in writing of their determination and the disciplinary action will take effect as advised.
- 8.2.9.2 For termination of employment, the Deputy Vice-Chancellor/Vice-President will advise the staff member in writing of the proposed recommendation to the Vice-Chancellor.
- 8.2.9.3 If the Vice-Chancellor receives a recommendation for termination of employment they will advise the staff member in writing of their decision.
- 8.2.9.4 A staff member will be provided with payment in lieu of the notice specified in their contract of employment or as set out in clause 6.2 (whichever is the greater).

8.2.10 REVIEW

- 8.2.10.1 A staff member will not be entitled to seek review of a decision to take disciplinary action, other than where termination of employment is recommended.

- 8.2.10.2 The staff member will have seven (7) working days from receipt of the Deputy Vice-Chancellor/Vice President's recommendation to terminate their employment, to apply in writing to the Deputy Vice Chancellor/Vice President for a review of the recommendation.
- 8.2.10.3 The terms of reference for the review are at clause 8.3.
- 8.2.10.4 If the staff member does not seek a review within seven (7) working days of receipt of the written recommendation, the disciplinary action will take effect.

8.3 Review of Decisions

- 8.3.1 Under this Agreement a staff member has a right to request a review by an Internal Reviewer of a decision:
- (a) to declare a position redundant;
 - (b) to recommend termination of employment during academic probation;
 - (c) to recommend termination of employment for unsatisfactory performance;
 - (d) to recommend termination of employment for serious misconduct or serious research misconduct;
 - (e) by Human Resources to decline an application for reclassification of a professional position;
 - (f) under the Staff Complaints Procedure to resolve a complaint about academic workload allocation (see clauses 5.4.6.2 and 8.4).
- 8.3.2 A staff member may be assisted by a representative as defined by this Agreement.
- 8.3.3 Where a decision affecting a staff member is eligible for review, the review will be conducted by an individual Internal Reviewer.
- 8.3.4 The Internal Reviewer will be a staff member holding a position of Level D or above or a professional staff member holding a position of HEO9 or above.

8.3.5 SELECTION OF REVIEWER

- 8.3.5.1 A pool of reviewers will be established by agreement between the University and the NTEU. Once initially established, the University and the NTEU may add additional reviewers to the pool by agreement.
- 8.3.5.2 The University will nominate a reviewer from the pool for consideration by the NTEU. The NTEU may also nominate a reviewer for consideration by the University.
- 8.3.5.3 The Internal Reviewer will:
- (a) not have a personal or professional interest in the outcome of the review;
 - (b) not have been involved in any way in the process;
 - (c) not hold a position in the same Faculty or Area as the staff member applying for the review.

8.3.6 REVIEW PROCESS

8.3.6.1 The Internal Reviewer will:

- (a) make a recommendation based only on written submissions. The material that the internal reviewer will base their recommendation upon will be limited to the staff member's application and supporting documentation and any written response to the review application by the University;
- (b) only consider the application in light of this clause and any relevant terms of reference in clause 8.3.9;
- (c) act quickly, fairly, impartially and confidentially;
- (d) apply the principles of natural justice and procedural fairness;
- (e) provide the staff member with a copy of any response to their application by the University;
- (f) give the staff member the opportunity to reply to the University's response by providing a written response within two (2) working days;
- (g) provide a written report of their finding(s) to the Vice-Chancellor.

8.3.7 The Internal Reviewer may seek additional information or material from the staff member or the University as they think fit.

8.3.8 The Internal Reviewer does not have any decision-making authority.

8.3.9 TERMS OF REFERENCE

| Clause | Decision under Review | Terms of Reference |
|---------|--|--|
| 8.3.9.1 | A decision to: <ol style="list-style-type: none"> a) declare a position redundant; or b) recommend termination of employment during academic probation | <ol style="list-style-type: none"> i. Demonstrable error(s) in process which would have materially affected the outcome of the process; and/or ii. New, relevant and compelling evidence which would have materially affected the outcome of the process. |
| 8.3.9.2 | A decision to recommend termination of employment for unsatisfactory performance, serious misconduct or serious research misconduct | <ol style="list-style-type: none"> i. Demonstrable error(s) in process which would have materially affected the outcome of the process; and/or ii. New, relevant and compelling evidence which would have materially affected the outcome of the process; and/or iii. Whether the recommendation to terminate employment is reasonable given the level of unsatisfactory performance; serious misconduct; and/or serious research misconduct. |
| 8.3.9.3 | Human Resources' decision to decline an application for reclassification of a professional position | <ol style="list-style-type: none"> i. Demonstrable error(s) in the assessment of the position, which would have materially affected the outcome of the application; ii. New, relevant and compelling evidence which would have materially affected the outcome of the application. |
| 8.3.9.4 | Resolution of a staff complaint related to academic workload allocation (see clauses 5.4.6.2 and 8.4) | Demonstrable error(s) in process under the Staff Complaints Procedure which would have materially affected the outcome of the process. |

8.3.10 The grounds of review do not include a re-assessment or re-hearing of the merits of the matter.

8.3.11 A staff member who applies for a review under this clause must submit a written application to the Deputy Vice Chancellor/Vice President that meets the requirements set out in clause 8.3.12.

8.3.12 REQUIREMENTS FOR THE APPLICATION FOR REVIEW:

| Clause | Decision under Review | Requirements that must be met |
|---------------|---|---|
| 8.3.12.1 | To review a decision to: a) declare a position redundant; or b) recommend termination of employment during academic probation | a) Clearly state the relevant term(s) of reference for the review; b) Identify one or more demonstrable error in the process under review and/or new, relevant and compelling evidence; and c) Provide sufficient detail to identify how the demonstrable error or new evidence materially affected the outcome of the process. |
| 8.3.12.2 | To review a decision to recommend termination of employment for unsatisfactory performance, serious misconduct or serious research misconduct | a) Clearly state the relevant term(s) of reference for the review; b) Identify one or more demonstrable error in the process under review and/or new, relevant and compelling evidence; c) Provide sufficient detail to identify how the demonstrable error or new evidence materially affected the outcome of the process; and d) Provide sufficient information to demonstrate that the recommendation for termination is not reasonable given the nature of the unsatisfactory performance; serious misconduct; and/or serious research misconduct. |
| 8.3.12.3 | To review a Human Resources decision to decline an application for reclassification of a professional position | a) Identify one or more demonstrable error in how the position was assessed against the Classification Standards (Professional Staff); and b) Provide sufficient detail to identify how the demonstrable error materially affected the outcome of the application. |
| 8.3.12.4 | To review the proposed resolution of a staff complaint related to academic workload allocation (see clauses 5.4.6.2 and 8.4) | a) Identify one or more demonstrable error in the process under the Staff Complaints Procedure; and b) Provide sufficient detail to identify how the demonstrable error materially affected the outcome of the application. |

8.3.13 REVIEWER'S REPORT

The Internal Reviewer will provide a written report to the Vice-Chancellor with their findings as soon as practicable after receiving all relevant documents under this clause, 8.3.

8.3.14 ACTIONS BY THE VICE-CHANCELLOR

8.3.14.1 Upon receiving the Internal Reviewer's Report, the Vice-Chancellor will:
(a) uphold or dismiss the findings; and/or
(b) take any appropriate disciplinary action under this Agreement; and/or

- (c) if appropriate, determine a process to reconsider the matter under review.

8.3.14.2 In taking action under clause 8.3.14.1 the Vice-Chancellor will:

- (a) have due regard to the Internal Reviewer's findings;
- (b) advise the staff member and any other relevant persons of their decision; and
- (c) provide the staff member with a copy of the Internal Reviewer's Report.

8.3.14.3 All actions of the Vice-Chancellor are 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, staff members have access to the Staff Complaints Procedure (as amended or replaced) as a mechanism for attempting to resolve workplace grievances.

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

8.4.3 The proposed resolution of a staff grievance is only subject to review by an Internal Reviewer under clause 8.3 if it relates to a complaint under clause 5.4.6.2 about academic workload allocation.

8.5 Dispute Settlement Procedures

8.5.1 It is agreed that the University, the unions and all staff members have an interest in the proper application of this Agreement and in minimising disputes about the proper application of the Agreement.

8.5.2 Where any dispute arises under or as to the operation or application of this Agreement or the National Employment Standards (NES), (including a dispute about whether the University had reasonable business grounds under subsection 65(5) or 76(4) of the Fair Work Act), the procedures set out in this Agreement shall apply.

8.5.3 A dispute cannot be notified under this clause:

- (a) About a decision taken by the University under a provision of the Agreement where that provision already contains an appeal or review mechanism or a method for resolving disputes about the provision; or
- (b) where the dispute arises from:
 - i. a recommendation or decision by the University to take disciplinary action, other than demotion or termination of employment; or
 - ii. a decision to extend academic probation; or

- iii. a decision under the University's Academic Promotion Policy not to promote an applicant; or
 - iv. a staff grievance under clause 8.4
- except where the recommendation or decision was made on the basis of a material departure from the procedure contained in the Agreement.

8.5.4 A staff member involved in a dispute under this clause will be entitled to be represented by a representative at any and all stages of this procedure.

8.5.5 STAGE ONE

- 8.5.5.1 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).
- 8.5.5.2 Reasonable attempts will be made to resolve the matter at the local level by the people involved and their representatives if they so choose.
- 8.5.5.3 The participants in these discussions will attempt in good faith to resolve the dispute and ensure that any representatives have sufficient authority to reach an agreement.
- 8.5.5.4 If the dispute remains unresolved after five (5) working days (or a longer period if mutually agreed) of it being notified in Stage One, the dispute may be escalated to Stage Two.

8.5.6 STAGE TWO

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 (5) working days (or a longer period if mutually agreed).

8.5.7 STAGE THREE – REFERRAL TO THE FAIR WORK COMMISSION (FWC)

- 8.5.7.1 Should the dispute not be resolved by the processes referred to in clauses 8.5.5 and 8.5.6 or if any party to the dispute refuses to engage in the processes referred to in those clauses, the matter may be referred to the FWC by either party to the dispute.
- 8.5.7.2 The FWC 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 Act.
- 8.5.7.3 The parties covered by this Agreement will implement any decision of the FWC.

8.5.8 OBLIGATIONS OF THE PARTIES DURING THE DISPUTE

- 8.5.8.1 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 management shall not make or continue any change that may deny the staff member(s) concerned an appropriate remedy to the dispute;

(b) no action will be taken that is likely to exacerbate the dispute.

8.5.8.2 Clause 8.5.8.1 does not apply to a decision by the University to terminate the employment of a staff member on probation except where the decision was made on the basis of a material departure from the procedure contained in the Agreement.

8.5.9 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 the FWC 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.

8.5.10 TRANSITIONAL ARRANGEMENTS

A dispute commenced under the University of Adelaide Enterprise Agreement 2014-2017 but not concluded at the time at which this Agreement becomes operational, shall continue to be dealt with in accordance with the relevant provisions that applied under that Agreement. For the purposes of this sub-clause the relevant provisions of the University of Adelaide Enterprise Agreement 2014-2017 are deemed to be provisions of this Agreement for the duration of the dispute.

SCHEDULE 1: ACADEMIC STAFF ANNUAL SALARIES

| | Existing annual salary | Salary effective from 3 March 2018 (\$2000 uplift) | Salary effective from 2 March 2019 (1.5% increase) | Salary effective from 14 March 2020 (1.5% increase + \$400 uplift) | Salary effective from 13 March 2021 (1.5% increase) |
|-----------------------------|---------------------------|---|--|--|---|
| LEVEL A | | | | | |
| 1 | \$65,894 | \$67,894 | \$68,912 | \$70,346 | \$71,401 |
| 2 | \$69,662 | \$71,662 | \$72,737 | \$74,228 | \$75,341 |
| 3 | \$73,423 | \$75,423 | \$76,554 | \$78,102 | \$79,274 |
| 4 | \$77,187 | \$79,187 | \$80,375 | \$81,981 | \$83,211 |
| 5 | \$80,246 | \$82,246 | \$83,480 | \$85,132 | \$86,409 |
| 6 | \$83,307 | \$85,307 | \$86,587 | \$88,286 | \$89,610 |
| 7 | \$86,368 | \$88,368 | \$89,694 | \$91,439 | \$92,811 |
| 8 | \$89,425 | \$91,425 | \$92,796 | \$94,588 | \$96,007 |
| LEVEL B | | | | | |
| 1 | \$94,135 | \$96,135 | \$97,577 | \$99,441 | \$100,933 |
| 2 | \$97,666 | \$99,666 | \$101,161 | \$103,078 | \$104,624 |
| 3 | \$101,190 | \$103,190 | \$104,738 | \$106,709 | \$108,310 |
| 4 | \$104,724 | \$106,724 | \$108,325 | \$110,350 | \$112,005 |
| 5 | \$108,251 | \$110,251 | \$111,905 | \$113,984 | \$115,694 |
| 6 | \$111,788 | \$113,788 | \$115,495 | \$117,627 | \$119,391 |
| LEVEL C | | | | | |
| 1 | \$115,310 | \$117,310 | \$119,070 | \$121,256 | \$123,075 |
| 2 | \$118,843 | \$120,843 | \$122,656 | \$124,896 | \$126,769 |
| 3 | \$122,370 | \$124,370 | \$126,236 | \$128,530 | \$130,458 |
| 4 | \$125,899 | \$127,899 | \$129,817 | \$132,164 | \$134,146 |
| 5 | \$129,429 | \$131,429 | \$133,400 | \$135,801 | \$137,838 |
| 6 | \$132,966 | \$134,966 | \$136,990 | \$139,445 | \$141,537 |
| LEVEL D | | | | | |
| 1 | \$138,845 | \$140,845 | \$142,958 | \$145,502 | \$147,685 |
| 2 | \$143,549 | \$145,549 | \$147,732 | \$150,348 | \$152,603 |
| 3 | \$148,263 | \$150,263 | \$152,517 | \$155,205 | \$157,533 |
| 4 | \$152,965 | \$154,965 | \$157,289 | \$160,048 | \$162,449 |
| | | | | | |
| LEVEL E | \$178,851 | \$180,851 | \$183,564 | \$186,717 | \$189,518 |
| | | | | | |
| CLINICAL LOADING | \$30,957 | \$31,421 | \$31,892 | \$32,380 | \$32,866 |

Appointment with PhD relevant to the Discipline paid no lower than the 6th increment of Level A.

Appointment as Scholarly Teaching Fellow paid no lower than the 3rd increment of Level A and no higher than the 6th increment of Level B (refer clause 2.4.4 of the Enterprise Agreement).

SCHEDULE 2: CASUAL ACADEMIC STAFF RATES OF PAY

| LECTURING (per session) | | Existing rate of pay | Rate of pay effective from 3 March 2018 (\$2000 uplift) | Rate of pay effective from 2 March 2019 (1.5% increase) | Rate of pay effective from 14 March 2020 (1.5% increase + \$400 uplift) | Rate of pay effective from 13 March 2021 (1.5% increase) |
|---------------------------------|------------------------|-------------------------|---|---|--|--|
| Basic Lecture | (1+2 hrs) | \$187.83 | \$191.67 | \$194.55 | \$198.24 | \$201.21 |
| Developed Lecture | (1+3 hrs) | \$250.44 | \$255.56 | \$259.40 | \$264.32 | \$268.28 |
| Specialised Lecture | (1+4 hrs) | \$313.05 | \$319.45 | \$324.25 | \$330.40 | \$335.35 |
| Repeat Lecture | (1+1 hr) | \$125.22 | \$127.78 | \$129.70 | \$132.16 | \$134.14 |
| Clinical Standard Lecture | (1+2 hrs +clin.ldg) | \$247.35 | \$252.09 | \$255.87 | \$260.52 | \$264.42 |
| Clinical Repeat Lecture | (1+1 hrs +clin.ldg) | \$164.90 | \$168.06 | \$170.58 | \$173.68 | \$176.28 |

The term 'lecture' means any education delivery described as a lecture in a course or program outline or in an official timetable issued by the University.

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 a rate for each hour of lecture delivered according to the table above, where the first hour is for lecture delivery and the additional hours are for associated non-contact duties. The term '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.

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.

| TUTORIALS (per session) | | Existing rate of pay | Rate of pay effective from 3 March 2018 (\$2000 uplift) | Rate of pay effective from 2 March 2019 (1.5% increase) | Rate of pay effective from 14 March 2020 (1.5% increase + \$400 uplift) | Rate of pay effective from 13 March 2021 (1.5% increase) |
|--|------------------|-------------------------|---|---|---|--|
| Standard Tutorial | (1+2 hrs) | \$133.98 | \$137.82 | \$139.89 | \$142.74 | \$144.90 |
| Repeat Tutorial | (1+1 hr) | \$89.32 | \$91.88 | \$93.26 | \$95.16 | \$96.60 |
| Standard PhD qualified Tutorial/ Course Coordination | (1+2 hrs) | \$160.20 | \$164.04 | \$166.50 | \$169.77 | \$172.32 |
| Repeat Tutorial PhD qualified/ Course Coordination | (1+1 hr) | \$106.80 | \$109.36 | \$111.00 | \$113.18 | \$114.88 |
| Medical Tutorial Grade A | (1+2 hrs) | \$133.98 | \$137.82 | \$139.89 | \$142.74 | \$144.90 |
| Medical Tutorial Grade B | (1+0.5 hr) | \$66.99 | \$68.91 | \$69.95 | \$71.37 | \$72.45 |
| Dental Tutorial Grade A | (4 hrs PhD rate) | \$213.60 | \$218.72 | \$222.00 | \$226.36 | \$229.76 |
| Dental Tutorial Grade B | (A + 15%) | \$245.64 | \$251.53 | \$255.30 | \$260.31 | \$264.22 |
| Dental Tutorial Grade C | (B + 15%) | \$282.49 | \$289.26 | \$293.60 | \$299.36 | \$303.85 |
| Dental Tutorial Grade D | (C + 20%) | \$338.99 | \$347.11 | \$352.32 | \$359.23 | \$364.62 |

The term 'tutorial' means 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.

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 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 above, where the first hour is for tutorial delivery and the additional hours are for associated non-contact duties. The term '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.

The hourly rate in a repeated 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.

| MARKING (per hour) | | Existing rate of pay | Rate of pay effective from 3 March 2018 (\$2000 uplift) | Rate of pay effective from 2 March 2019 (1.5% increase) | Rate of pay effective from 14 March 2020 (1.5% increase + \$400 uplift) | Rate of pay effective from 13 March 2021 (1.5% increase) |
|-----------------------------------|----------------|-------------------------|--|---|---|--|
| Standard Marking | (1 hr) | \$44.66 | \$45.94 | \$46.63 | \$47.58 | \$48.30 |
| Standard PhD/Course Coordination | (1 hr) | \$53.40 | \$54.68 | \$55.50 | \$56.59 | \$57.44 |
| High Level (Supervising examiner) | (1 hr Level B) | \$62.61 | \$63.89 | \$64.85 | \$66.08 | \$67.07 |

| MUSICAL ACTIVITIES | | Existing rate of pay | Rate of pay effective from 3 March 2018 (\$2000 uplift) | Rate of pay effective from 2 March 2019 (1.5% increase) | Rate of pay effective from 14 March 2020 (1.5% increase + \$400 uplift) | Rate of pay effective from 13 March 2021 (1.5% increase) |
|---------------------------------------|----------------|-------------------------|--|---|---|--|
| Musical Accompanying | (1+0.5 hrs) | \$66.99 | \$68.91 | \$69.95 | \$71.37 | \$72.45 |
| Practical Examining | (1 hr Level B) | \$62.61 | \$63.89 | \$64.85 | \$66.08 | \$67.07 |
| Music Auditioning | (1 hr) | \$44.66 | \$45.94 | \$46.63 | \$47.58 | \$48.30 |
| Non-Degree Performance Teaching (1:1) | (1+1 hrs) | \$89.32 | \$91.88 | \$93.26 | \$95.16 | \$96.60 |
| Non-Degree Performance Teaching (Ens) | (1+1 hrs) | \$125.22 | \$127.78 | \$129.70 | \$132.16 | \$134.14 |
| Degree Performance Teaching | (1+1 hrs) | \$125.22 | \$127.78 | \$129.70 | \$132.16 | \$134.14 |
| Medium Ensembles | (1+2 hrs) | \$133.98 | \$137.82 | \$139.89 | \$142.74 | \$144.90 |
| Large Ensembles | (1+2 hrs) | \$187.83 | \$191.67 | \$194.55 | \$198.24 | \$201.21 |
| Other required Academic Activity | (1 hr) | \$44.66 | \$45.94 | \$46.63 | \$47.58 | \$48.30 |
| Musical Tutorials | (1+2 hrs) | \$133.98 | \$137.82 | \$139.89 | \$142.74 | \$144.90 |

| OTHER (per hour) | | Existing rate of pay | Rate of pay effective from 3 March 2018 (\$2000 uplift) | Rate of pay effective from 2 March 2019 (1.5% increase) | Rate of pay effective from 14 March 2020 (1.5% increase + \$400 uplift) | Rate of pay effective from 13 March 2021 (1.5% increase) |
|---|--------|-------------------------|--|---|--|--|
| Other Required Academic Activity | (1 hr) | \$44.66 | \$45.94 | \$46.63 | \$47.58 | \$48.30 |
| Other PhD/Course Coordination | (1 hr) | \$53.40 | \$54.68 | \$55.50 | \$56.59 | \$57.44 |

For the purpose of this clause, 'other required activity' includes:

- 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, repititeurship 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.

For reference, the above casual academic staff salaries are calculated based on the following base rates (where per hour rates are rounded to the nearest cent):

| BASE HOURLY RATE | Existing rate of pay | Rate of pay effective from 3 March 2018 (\$2000 uplift) | Rate of pay effective from 2 March 2019 (1.5% increase) | Rate of pay effective from 14 March 2020 (1.5% increase + \$400 uplift) | Rate of pay effective from 13 March 2021 (1.5% increase) |
|--|-------------------------|--|---|--|---|
| Lecturing Rate & Higher marking rate (calculated using Level B Step 2 Academic) | \$62.61 | \$63.89 | \$64.85 | \$66.08 | \$67.07 |
| Rate applicable to tutoring and all other duties (calculated using Level A Step 2 Academic) | \$44.66 | \$45.94 | \$46.63 | \$47.58 | \$48.30 |
| PhD qualified or full course coordination (calculated using Level A Step 6 Academic) | \$53.40 | \$54.68 | \$55.50 | \$56.59 | \$57.44 |
| Clinical Loading | \$19.84 | \$20.14 | \$20.44 | \$20.76 | \$21.07 |

SCHEDULE 3: PROFESSIONAL STAFF ANNUAL SALARIES

| | Existing annual salary | Salary effective from 3 March 2018 (\$2000 uplift) | Salary effective from 2 March 2019 (1.5% increase) | Salary effective from 14 March 2020 (1.5% increase + \$400 uplift) | Salary effective from 13 March 2021 (1.5% increase) |
|--------------|---------------------------|---|--|--|---|
| HEO 1 | | | | | |
| J18# 1 | \$31,998 | \$33,998 | \$34,508 | \$35,426 | \$35,957 |
| J19# 2 | \$37,026 | \$39,026 | \$39,611 | \$40,605 | \$41,214 |
| J20# 3 | \$41,598 | \$43,598 | \$44,252 | \$45,316 | \$45,996 |
| * 4 | \$45,712 | \$47,712 | \$48,428 | \$49,554 | \$50,297 |
| 5 | \$46,227 | \$48,227 | \$48,950 | \$50,084 | \$50,835 |
| 6 | \$47,006 | \$49,006 | \$49,741 | \$50,887 | \$51,650 |
| 7 | \$47,784 | \$49,784 | \$50,531 | \$51,689 | \$52,464 |
| HEO 2 | | | | | |
| J18# 1 | \$34,539 | \$36,539 | \$37,087 | \$38,043 | \$38,614 |
| J19# 2 | \$39,969 | \$41,969 | \$42,599 | \$43,638 | \$44,293 |
| J20# 3 | \$44,902 | \$46,902 | \$47,606 | \$48,720 | \$49,451 |
| * 4 | \$49,342 | \$51,342 | \$52,112 | \$53,294 | \$54,093 |
| 5 | \$50,383 | \$52,383 | \$53,169 | \$54,367 | \$55,183 |
| 6 | \$51,422 | \$53,422 | \$54,223 | \$55,436 | \$56,268 |
| 7 | \$52,457 | \$54,457 | \$55,274 | \$56,503 | \$57,351 |
| HEO 3 | | | | | |
| J18# 1 | \$36,359 | \$38,359 | \$38,934 | \$39,918 | \$40,517 |
| J19# 2 | \$42,072 | \$44,072 | \$44,733 | \$45,804 | \$46,491 |
| J20# 3 | \$47,266 | \$49,266 | \$50,005 | \$51,155 | \$51,922 |
| * 4 | \$51,941 | \$53,941 | \$54,750 | \$55,971 | \$56,811 |
| 5 | \$53,757 | \$55,757 | \$56,593 | \$57,842 | \$58,710 |
| 6 | \$55,580 | \$57,580 | \$58,444 | \$59,721 | \$60,617 |
| 7 | \$57,397 | \$59,397 | \$60,288 | \$61,592 | \$62,516 |
| 8 | \$59,214 | \$61,214 | \$62,132 | \$63,464 | \$64,416 |
| HEO 4 | | | | | |
| 1 | \$59,735 | \$61,735 | \$62,661 | \$64,001 | \$64,961 |
| 2 | \$61,546 | \$63,546 | \$64,499 | \$65,866 | \$66,854 |
| 3 | \$63,625 | \$65,625 | \$66,609 | \$68,008 | \$69,028 |
| 4 | \$65,704 | \$67,704 | \$68,720 | \$70,151 | \$71,203 |
| HEO 5 | | | | | |
| 1 | \$67,262 | \$69,262 | \$70,301 | \$71,756 | \$72,832 |
| 2 | \$69,598 | \$71,598 | \$72,672 | \$74,162 | \$75,274 |
| 3 | \$72,199 | \$74,199 | \$75,312 | \$76,842 | \$77,995 |
| 4 | \$75,057 | \$77,057 | \$78,213 | \$79,786 | \$80,983 |

| | | | | | |
|--------------------|-----------|-----------|-----------|-----------|-----------|
| HEO 5/6 | | | | | |
| 1 | \$61,808 | \$63,808 | \$64,765 | \$66,136 | \$67,128 |
| 2 | \$63,370 | \$65,370 | \$66,351 | \$67,746 | \$68,762 |
| 3 | \$64,925 | \$66,925 | \$67,929 | \$69,348 | \$70,388 |
| 4 | \$75,316 | \$77,316 | \$78,476 | \$80,053 | \$81,254 |
| 5 | \$77,393 | \$79,393 | \$80,584 | \$82,193 | \$83,426 |
| 6 | \$79,473 | \$81,473 | \$82,695 | \$84,335 | \$85,600 |
| 7 | \$81,548 | \$83,548 | \$84,801 | \$86,473 | \$87,770 |
| HEO 6 | | | | | |
| 1 | \$75,316 | \$77,316 | \$78,476 | \$80,053 | \$81,254 |
| 2 | \$77,393 | \$79,393 | \$80,584 | \$82,193 | \$83,426 |
| 3 | \$79,473 | \$81,473 | \$82,695 | \$84,335 | \$85,600 |
| 4 | \$81,548 | \$83,548 | \$84,801 | \$86,473 | \$87,770 |
| HEO 7 | | | | | |
| 1 | \$83,105 | \$85,105 | \$86,382 | \$88,078 | \$89,399 |
| 2 | \$85,441 | \$87,441 | \$88,753 | \$90,484 | \$91,841 |
| 3 | \$88,038 | \$90,038 | \$91,389 | \$93,160 | \$94,557 |
| 4 | \$90,639 | \$92,639 | \$94,029 | \$95,839 | \$97,277 |
| 5 | \$93,231 | \$95,231 | \$96,659 | \$98,509 | \$99,987 |
| HEO 8 | | | | | |
| 1 | \$93,493 | \$95,493 | \$96,925 | \$98,779 | \$100,261 |
| 2 | \$96,092 | \$98,092 | \$99,563 | \$101,456 | \$102,978 |
| 3 | \$98,690 | \$100,690 | \$102,200 | \$104,133 | \$105,695 |
| 4 | \$101,801 | \$103,801 | \$105,358 | \$107,338 | \$108,948 |
| 5 | \$105,179 | \$107,179 | \$108,787 | \$110,819 | \$112,481 |
| HEO 9 | | | | | |
| 1 | \$109,077 | \$111,077 | \$112,743 | \$114,834 | \$116,557 |
| 2 | \$112,709 | \$114,709 | \$116,430 | \$118,576 | \$120,355 |
| 3 | \$116,862 | \$118,862 | \$120,645 | \$122,855 | \$124,698 |
| HEO 10 | | | | | |
| 1 | \$120,720 | \$122,720 | \$124,561 | \$126,829 | \$128,731 |
| 2 | \$124,704 | \$126,704 | \$128,605 | \$130,934 | \$132,898 |
| 3 | \$128,819 | \$130,819 | \$132,781 | \$135,173 | \$137,201 |
| SENIOR MANAGER~ | | | | | |
| LEVEL 1 | \$138,446 | \$140,446 | \$142,553 | \$145,091 | \$147,267 |
| LEVEL 2 | \$155,467 | \$157,467 | \$159,829 | \$162,626 | \$165,065 |
| LEVEL 3 | \$166,099 | \$168,099 | \$170,620 | \$173,579 | \$176,183 |

* First step of adult rates.

Junior Rates apply to the administrative, general and technical streams of HEO1 and HEO2 and to the technical stream of HEO3.

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%.

~ 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 Area Managers. Individuals do not automatically progress through the levels or cannot seek to be reclassified within this structure.

SCHEDULE 4: CASUAL PROFESSIONAL STAFF RATES OF PAY

| | Existing rate of pay | Rate of pay effective from 3 March 2018 (\$2000 uplift) | Rate of pay effective from 2 March 2019 (1.5% increase) | Rate of pay effective from 14 March 2020 (1.5% increase + \$400 uplift) | Rate of pay effective from 13 March 2021 (1.5% increase) |
|--------|-----------------------|---|---|---|--|
| HEO 1 | per hour ^a | per hour ^a | per hour ^a | per hour ^a | per hour ^a |
| J18# 1 | \$20.93 | \$22.24 | \$22.57 | \$23.17 | \$23.52 |
| J19# 2 | \$24.22 | \$25.53 | \$25.91 | \$26.56 | \$26.96 |
| J20# 3 | \$27.21 | \$28.52 | \$28.95 | \$29.64 | \$30.09 |
| * 4 | \$29.90 | \$31.21 | \$31.68 | \$32.41 | \$32.90 |
| 5 | \$30.24 | \$31.55 | \$32.02 | \$32.76 | \$33.25 |
| 6 | \$30.75 | \$32.06 | \$32.54 | \$33.29 | \$33.78 |
| 7 | \$31.26 | \$32.56 | \$33.05 | \$33.81 | \$34.32 |
| HEO 2 | | | | | |
| J18# 1 | \$22.59 | \$23.90 | \$24.26 | \$24.88 | \$25.26 |
| J19# 2 | \$26.14 | \$27.45 | \$27.86 | \$28.54 | \$28.97 |
| J20# 3 | \$29.37 | \$30.68 | \$31.14 | \$31.87 | \$32.35 |
| * 4 | \$32.27 | \$33.58 | \$34.09 | \$34.86 | \$35.38 |
| 5 | \$32.96 | \$34.26 | \$34.78 | \$35.56 | \$36.10 |
| 6 | \$33.64 | \$34.94 | \$35.47 | \$36.26 | \$36.81 |
| 7 | \$34.31 | \$35.62 | \$36.16 | \$36.96 | \$37.51 |
| HEO 3 | | | | | |
| J18# 1 | \$23.78 | \$25.09 | \$25.47 | \$26.11 | \$26.50 |
| J19# 2 | \$27.52 | \$28.83 | \$29.26 | \$29.96 | \$30.41 |
| J20# 3 | \$30.92 | \$32.23 | \$32.71 | \$33.46 | \$33.96 |
| * 4 | \$33.98 | \$35.28 | \$35.81 | \$36.61 | \$37.16 |
| 5 | \$35.16 | \$36.47 | \$37.02 | \$37.83 | \$38.40 |
| 6 | \$36.36 | \$37.66 | \$38.23 | \$39.06 | \$39.65 |
| 7 | \$37.54 | \$38.85 | \$39.43 | \$40.29 | \$40.89 |
| 8 | \$38.73 | \$40.04 | \$40.64 | \$41.51 | \$42.14 |
| HEO 4 | | | | | |
| 1 | \$39.07 | \$40.38 | \$40.99 | \$41.86 | \$42.49 |
| 2 | \$40.26 | \$41.57 | \$42.19 | \$43.08 | \$43.73 |
| 3 | \$41.62 | \$42.93 | \$43.57 | \$44.48 | \$45.15 |
| 4 | \$42.98 | \$44.29 | \$44.95 | \$45.89 | \$46.57 |
| HEO 5 | | | | | |
| 1 | \$44.00 | \$45.30 | \$45.98 | \$46.94 | \$47.64 |
| 2 | \$45.52 | \$46.83 | \$47.54 | \$48.51 | \$49.24 |
| 3 | \$47.23 | \$48.53 | \$49.26 | \$50.26 | \$51.02 |
| 4 | \$49.10 | \$50.40 | \$51.16 | \$52.19 | \$52.97 |
| HEO 6 | | | | | |
| 1 | \$49.26 | \$50.57 | \$51.33 | \$52.36 | \$53.15 |
| 2 | \$50.62 | \$51.93 | \$52.71 | \$53.76 | \$54.57 |
| 3 | \$51.98 | \$53.29 | \$54.09 | \$55.16 | \$55.99 |
| 4 | \$53.34 | \$54.65 | \$55.47 | \$56.56 | \$57.41 |

| | Existing rate of pay | Rate of pay effective from 3 March 2018 (\$2000 uplift) | Rate of pay effective from 2 March 2019 (1.5% increase) | Rate of pay effective from 14 March 2020 (1.5% increase + \$400 uplift) | Rate of pay effective from 13 March 2021 (1.5% increase) |
|--------|-----------------------|---|---|---|--|
| HEO 7 | per hour [⌘] | per hour [⌘] | per hour [⌘] | per hour [⌘] | per hour [⌘] |
| 1 | \$54.36 | \$55.67 | \$56.50 | \$57.61 | \$58.48 |
| 2 | \$55.89 | \$57.20 | \$58.05 | \$59.19 | \$60.07 |
| 3 | \$57.59 | \$58.89 | \$59.78 | \$60.94 | \$61.85 |
| 4 | \$59.29 | \$60.60 | \$61.51 | \$62.69 | \$63.63 |
| 5 | \$60.98 | \$62.29 | \$63.23 | \$64.44 | \$65.40 |
| HEO 8 | | | | | |
| 1 | \$61.15 | \$62.46 | \$63.40 | \$64.61 | \$65.58 |
| 2 | \$62.85 | \$64.16 | \$65.12 | \$66.36 | \$67.36 |
| 3 | \$64.55 | \$65.86 | \$66.85 | \$68.11 | \$69.14 |
| 4 | \$66.59 | \$67.90 | \$68.92 | \$70.21 | \$71.26 |
| 5 | \$68.80 | \$70.11 | \$71.16 | \$72.49 | \$73.57 |
| HEO 9 | | | | | |
| 1 | \$71.35 | \$72.66 | \$73.75 | \$75.11 | \$76.24 |
| 2 | \$73.72 | \$75.03 | \$76.16 | \$77.56 | \$78.73 |
| 3 | \$76.44 | \$77.75 | \$78.91 | \$80.36 | \$81.57 |
| HEO 10 | | | | | |
| 1 | \$78.96 | \$80.27 | \$81.48 | \$82.96 | \$84.20 |
| 2 | \$81.57 | \$82.88 | \$84.12 | \$85.64 | \$86.93 |
| 3 | \$84.26 | \$85.57 | \$86.85 | \$88.42 | \$89.74 |

* First step of adult rates.

Junior rates apply to the administrative, general and technical streams of HEO1 and HEO2 and to the technical stream of HEO3.

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%.

⌘ Per hour rates rounded to the nearest cent.

SCHEDULE 5: ENGLISH LANGUAGE TEACHERS - SALARY AND CONDITIONS

1. Application of Schedule

Where there is any inconsistency between this Schedule and the University of Adelaide Enterprise Agreement 2017-2021, this Schedule will prevail and operate exclusively to prescribe conditions of employment for teaching and tutoring staff members engaged in or teaching English as a Second Language (ESL) courses by Professional and Continuing Education.

2. Classifications

- 2.1 Based on an assessment of a teacher's qualifications, a teacher will be classified in one (1) of the following categories:
- (a) Category A—a teacher having a degree and diploma of education or equivalent and either a diploma in Teaching English to Speakers of Other Languages (TESOL)/teaching Languages Other Than English (LOTE); or a postgraduate diploma in applied linguistics, TESOL, teaching LOTE, or multicultural education.
 - (b) Category B—a teacher having a degree and diploma of education or equivalent plus a recognised TESOL/Teaching LOTE certificate; or a degree and diploma including TESOL/Teaching LOTE method.
 - (c) Category C—a teacher with a degree/diploma (three (3) year minimum) plus a recognised TESOL/Teaching LOTE certificate; or a degree/diploma (three (3) year minimum) including TESOL/Teaching LOTE method.
 - (d) Category D—other qualifications not provided for above and/or experience to acquire TESOL/Teaching LOTE qualifications.
- 2.2 On appointment a full-time teacher will be placed on a salary level as set out in Table 1 below, commensurate with the minimum salary for their qualifications and experience as determined by this Schedule. The progress for a teacher classified as Category A, B, C, or D will be as follows:
- (a) Category A commences at Level 4 and progresses to a maximum of Level 12.
 - (b) Category B commences at Level 3 and progresses to a maximum of Level 12.
 - (c) Category C commences at Level 2 and progresses to a maximum of Level 12.
 - (d) Category D commences at Level 1 and progresses to a maximum of Level 9.

Provided that a Category D employee who achieves Level 9 may be promoted beyond that level where that employee can demonstrate that they are able to carry on the full duties of a Category A, B, or C teacher.

- 2.3 Teachers will be credited with teaching experience and be allocated a higher salary in accordance with the following:
- (a) One (1) increment for each year of full-time TESOL/Teaching LOTE teaching equivalent; or
 - (b) One (1) increment for each two (2) years of full-time teaching in other courses to a maximum of three (3) increments;
 - (c) A teacher will accrue equivalent full-time experience for a period of part-time service on a pro-rata basis.
- 2.4 Progression from one (1) salary level to the next salary level will occur annually, up to the maximum salary level (as set out in this Schedule) 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.
- 2.5 For the purpose of this Schedule, experience will mean full-time adult teaching experience or equivalent part-time or casual experience.
- 2.6 Casual experience will be credited on the basis that 800 face-to-face teaching hours is equivalent to one (1) year of full-time experience.

3. Casual Teaching Staff

- 3.1 Clause 2.1.3 and 3.11 of this Agreement do not apply to staff members engaged in accordance with this Schedule.
- 3.2 All casual staff teachers will be paid the all-purpose casual rates of pay set out in Table 3 of this Schedule (below).
- 3.3 Casual rates of pay 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.
- 3.4 The 'Teaching' rate set out in Table 3 (below) is payable for each hour of face-to-face teaching performed.
- 3.5 The 'Non-Teaching' rate set out in Table 3 (below) is payable for each hour of non-teaching duties performed.

4. Responsibility Allowance

- 4.1 Where a Position of Responsibility is required, it will be determined and paid in accordance with Table 2 of this Schedule (below).
- 4.2 A teacher may be appointed to a Position of Responsibility for a period of up to five (5) years.
- 4.3 A Position of Responsibility Allowance will be paid in addition to the substantive salary of the teacher appointed to the Position of Responsibility.
- 4.4 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.

5. Annual Salary

Table 1

| | Existing annual salary | Salary effective from 3 March 2018 (\$2000 uplift) | Salary effective from 2 March 2019 (1.5% increase) | Salary effective from 14 March 2020 (1.5% increase + \$400 uplift) | Salary effective from 13 March 2021 (1.5% increase) |
|----------------------------|---------------------------|--|---|--|--|
| SALARY LEVEL | | | | | |
| 1 | \$62,177 | \$64,177 | \$65,140 | \$66,517 | \$67,515 |
| 2 | \$63,336 | \$65,336 | \$66,316 | \$67,711 | \$68,727 |
| 3 | \$65,656 | \$67,656 | \$68,671 | \$70,101 | \$71,153 |
| 4 | \$68,029 | \$70,029 | \$71,079 | \$72,545 | \$73,633 |
| 5 | \$71,725 | \$73,725 | \$74,831 | \$76,353 | \$77,498 |
| 6 | \$74,188 | \$76,188 | \$77,331 | \$78,891 | \$80,074 |
| 7 | \$76,651 | \$78,651 | \$79,831 | \$81,428 | \$82,649 |
| 8 | \$79,114 | \$81,114 | \$82,331 | \$83,966 | \$85,225 |
| 9 | \$81,826 | \$83,826 | \$85,083 | \$86,759 | \$88,060 |
| 10 | \$85,013 | \$87,013 | \$88,318 | \$90,043 | \$91,394 |
| 11 | \$87,984 | \$89,984 | \$91,334 | \$93,104 | \$94,501 |
| 12 | \$90,600 | \$92,600 | \$93,989 | \$95,799 | \$97,236 |
| Director of Studies | | | | | |
| 1 | \$96,092 | \$98,092 | \$99,563 | \$101,456 | \$102,978 |
| 2 | \$98,690 | \$100,690 | \$102,200 | \$104,133 | \$105,695 |
| 3 | \$101,801 | \$103,801 | \$105,358 | \$107,338 | \$108,948 |
| 4 | \$105,179 | \$107,179 | \$108,787 | \$110,819 | \$112,481 |

Table 2

| | Existing annual salary | Salary effective from 3 March 2018 (\$2000 uplift) | Salary effective from 2 March 2019 (1.5% increase) | Salary effective from 14 March 2020 (1.5% increase + \$400 uplift) | Salary effective from 13 March 2021 (1.5% increase) |
|----------------------------|-----------------------------------|---|---|---|--|
| ALLOWANCE LEVEL | | | | | |
| 1 | \$2,570 | \$2,609 | \$2,648 | \$2,689 | \$2,729 |
| 2 | \$4,313 | \$4,378 | \$4,444 | \$4,512 | \$4,580 |
| 3 | \$5,920 | \$6,009 | \$6,099 | \$6,192 | \$6,285 |

Table 3

| | Existing rate of pay | Salary effective from 3 March 2018 (\$2000 uplift) | Salary effective from 2 March 2019 (1.5% increase) | Salary effective from 14 March 2020 (1.5% increase + \$400 uplift) | Salary effective from 13 March 2021 (1.5% increase) |
|-------------------------------|---------------------------------|---|---|---|--|
| CASUALS (per hour) | | | | | |
| Teaching | \$89.32 | \$91.88 | \$93.26 | \$95.16 | \$96.60 |
| Non Teaching | \$44.66 | \$45.94 | \$46.63 | \$47.58 | \$48.30 |

SCHEDULE 6: 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 four (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 three (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/programs 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 four (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.

SCHEDULE 7: CLASSIFICATION STANDARDS (PROFESSIONAL STAFF)

1. Overview

All professional staff members 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

3.1.1 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.

3.1.2 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.

3.1.3 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.

3.1.4 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.

3.1.5 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

| Qualification within the Australian Qualifications Framework, | |
|---|--|
| Year 12: | Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school. |
| Trade certificate: | Completion of an apprenticeship, normally of four (4) years duration, or equivalent recognition, e.g. Certificate III. |
| Post-trade certificate: | A course of study over and above a trade certificate and less than a Certificate IV. |
| Certificates I and II: | Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite. |
| Certificate III: | A course that provides a range of well-developed skills and is comparable to a trade certificate. |
| Certificate IV: | A course that provides greater breadth and depth of skill and knowledge and is comparable to a two (2) year part-time post-Year 12 or post-trade certificate course. |
| Diploma: | A course at a higher education or vocational educational and training institution, typically equivalent to two (2) years full-time post-Year 12 study. |
| Advanced diploma: | A course at a higher education or vocational educational and training institution, typically equivalent to three (3) years full-time post-Year 12 study. |
| Degree: | A recognised degree from a higher education institution, often completed in three (3) or four (4) years, and sometimes combined with a one (1) year diploma. |
| Postgraduate degree: | A recognised postgraduate degree, over and above a degree as defined above. |
| Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications. | |

4. Higher Education Officer Level 1

4.1 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.

4.2 OCCUPATIONAL EQUIVALENT

Cleaner, labourer, farm assistant, laboratory assistant, trainee for Level 2 duties.

4.3 LEVEL OF SUPERVISION

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

4.4 TASK LEVEL

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

4.5 ORGANISATIONAL KNOWLEDGE

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

4.6 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.

4.7 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.

5. HIGHER EDUCATION OFFICER LEVEL 2

5.1 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

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

5.2 OCCUPATIONAL EQUIVALENT

Administrative assistant, security officer, laboratory assistant, grounds person, caretaker, handyperson, store person, food service positions.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 TYPICAL ACTIVITIES

Positions at this level may include duties involving:

- (a) Answering straightforward enquiries and directing others to the appropriate personnel;
- (b) The inward and outward movement of mail, including sorting and distribution;
- (c) Keeping, copying, maintaining and retrieving records;
- (d) 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;
- (e) Receiving small amounts of money and issuing receipts, collecting and recording monies received through automatic receipt machines, photocopiers etc;
- (f) 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;
- (g) Retrieving information from various sources such as instruction manuals or administrative handbooks, which are put to practical use;
- (h) 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);
- (i) Assisting with minor repairs and maintenance to buildings, fabric and grounds;
- (j) Performing tasks associated with stores issues, e.g. identifying and selecting stores, issuing store with guidelines and ensuring correct authorisation;

- (k) Preparing, cooking and serving basic foodstuffs;
- (l) 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;
- (m) Providing a range of security duties, including responding to alarms, following emergency procedures and preparing incident reports;
- (n) 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.

6. HIGHER EDUCATION OFFICER LEVEL 3

6.1 TRAINING LEVEL OR QUALIFICATIONS

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

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

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

6.2 OCCUPATIONAL EQUIVALENT

Tradesperson, security supervisor, grounds, cleaning and farming positions, range of administrative assistant positions, entry-level technical and drafting assistant.

6.3 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.

6.4 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, e.g. allocate and reconcile petty cash.

6.5 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.

6.6 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.

6.7 TYPICAL ACTIVITIES

6.7.1 In Technical positions, and assisting higher level technical staff:

- (a) 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;
- (b) Undertake a range of tasks including setting up, calibration, installation, maintenance, operation and testing of equipment;
- (c) Observe and record data, assist in the evaluation of results, analyse technical data where analysis is straightforward;
- (d) 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.

6.7.2 In Administrative positions:

- (a) Provide general administrative support to other staff, setting up meetings, answering straightforward enquiries, direct others to the appropriate personnel;
- (b) Standard use of a range of desktop based software systems and/or word processing/established spreadsheet or database which may include:
 - i. The use of integrated software at or above Level 2 standard, including straightforward desktop publishing;
 - ii. Entering of data containing unusual technical terms etc the use of non-standard complicated tables or diagrams which demand considerable judgement and layout;
 - iii. The manipulation and interpretation of data before and during entry (e.g. data manipulation between application software).
- (c) Input to and retrieve from system databases, e.g. Human Resource System, Finance Accounting System, Student Information System etc, undertake standard processing activities, produce and distribute standard system reports;
- (d) Undertake routine bookkeeping activities, process invoices and accounts for payment; maintain and reconcile petty cash;
- (e) 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.

6.7.3 In General positions:

- (a) 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;
- (b) Undertake a range of manual tasks, operate machinery, power tools and equipment; plan, prioritise and oversee such activities;
- (c) Assist with the feeding and care of animals;
- (d) 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;
- (e) Assist in the planning and oversight of duties of staff members engaged in the establishment and maintenance of gardens and grounds.

7. HIGHER EDUCATION OFFICER LEVEL 4

7.1 TRAINING LEVEL OR QUALIFICATIONS

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

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

7.2 OCCUPATIONAL EQUIVALENT

Technical officer, drafting assistant, administrative above Level 3, advanced tradespersons.

7.3 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.

7.4 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.

7.5 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.

7.6 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 rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

7.7 TYPICAL ACTIVITIES

7.7.1 In Technical positions:

- (a) Develop new equipment to criteria developed and specified by others;
- (b) 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;
- (c) Demonstrate the use of equipment and prepare reports of a technical nature as directed;
- (d) 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;
- (e) Supervise the establishment and maintenance of field stations required for experiments (e.g. field plots, hydrological observation stations, nurseries, undertake straightforward field tests;
- (f) In drafting positions, undertake straightforward drafting or mapping tasks using a range of equipment including computer-aided technology.

7.7.2 In Administrative positions:

- (a) 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;
- (b) Take responsibility for providing a full range of administrative services;

- (c) Plan and set up linked spreadsheets or data base applications for activities such as monitoring expenditure, school/branch budgets, produce reports;
- (d) Draft and/or edit letters, memos, reports or other documents relating to routine or recurring issues;
- (e) 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;
- (f) 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;
- (g) Provide advice to students on enrolment procedures and requirements;
- (h) Administer enrolment and course progression records.

7.7.3 In General positions:

- (a) Determine resource requirements to implement the work program including determining priorities for jobs within the work program and the preparation of rosters;
- (b) 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.
- (c) 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.

8. HIGHER EDUCATION OFFICER LEVEL 5

8.1 TRAINING LEVEL OR QUALIFICATIONS

Level 5 duties typically require a skill level, which assumes and requires knowledge or training equivalent to:

- (a) Completion of a degree without subsequent relevant work experience; or
- (b) Completion of an advanced diploma qualification and at least one (1) year's subsequent relevant work experience; or
- (c) Completion of a diploma qualification and at least two (2) years' subsequent relevant work experience; or
- (d) Completion of a Certificate IV and extensive relevant work experience; or
- (e) Completion of a post-trades certificate and extensive (typically more than two (2) years') relevant experience as a technician; or
- (f) An equivalent combination of relevant experience and/or education/training.

8.2 OCCUPATIONAL EQUIVALENT

Administrator with responsibility for advice and determinations; drafts person, 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.

8.3 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.

8.4 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 three (3) years.

8.5 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.

8.6 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.

8.7 TYPICAL ACTIVITIES

8.7.1 In Technical positions:

- (a) Undertake data acquisition and maintenance of some complexity and generate outputs in graphical or report forms;
- (b) Prepare or amend technical data of some complexity in the form of drawings, illustrations, specifications, handbooks, calculations etc;
- (c) Develop new equipment to general specifications;
- (d) 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;
- (e) Under broad direction, set up, monitor and demonstrate standard experiments and equipment use;
- (f) Prepare reports of a technical nature; perform tests and analyses of some complexity; undertake and report on field investigations and trials;
- (g) 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;
- (h) 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.

8.7.2 In Administrative positions:

- (a) Integrate information to prepare, compose, draft and/or critically review letters, memos, administrative, financial or technical reports, minutes and/or other documents;
- (b) 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;
- (c) 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;
- (d) Oversee the training requirements and service delivery of discrete groups, e.g. administrative processing staff, trades and related services staff;
- (e) 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.

8.7.3 In Professional positions (as defined) (i.e. Higher Education Officer Level 5/6P):

- (a) Work as part of a research team in a support role;
- (b) Provide a range of library services including bibliographic assistance, information retrieval, original cataloguing and reader education in library and reference services;
- (c) Undertake computing activities, programming and/or basic elements of system analysis and systems design;
- (d) Investigate and implement programming requirements to rectify or enhance existing computer systems;
- (e) Provide advice on programming aspects to subject matter staff.

9. HIGHER EDUCATION OFFICER LEVEL 6

9.1 TRAINING LEVEL OR QUALIFICATIONS

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

- (a) A degree with subsequent relevant experience; or
- (b) Extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (c) An equivalent combination of relevant experience and/or education/training.

9.2 OCCUPATIONAL EQUIVALENT

Graduate or professional with subsequent relevant work experience (including a computer systems officer, librarian and research officer with at least 3 years' experience), line manager, experienced draftsman or experienced technical specialist and/or technical supervisor.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 TYPICAL ACTIVITIES

9.7.1 In Technical positions:

- (a) Manage a teaching or research laboratory, field station or workshop; provide highly specialist technical services; set up complex experiments;
- (b) 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;
- (c) Liaise with outside organisations, authorities, clients or contractors on complex technical matters, prepare associated reports and recommendations;
- (d) Manage a maintenance program of some complexity;
- (e) Undertake complex drafting activities, including design, computation, preparation and production of drawings and charts; provide guidance to and check the work of subordinate staff;
- (f) Perform design and prepare drawings of components, prepare estimates, specifications or schedules of quantities for work;
- (g) Carry out inspections and investigations associated with drafting assignments, propose solutions;
- (h) Prepare site plants and layouts of equipment, components and plant design and draw reticulated systems, services and connections;
- (i) Carry out computations necessary to translate source data into working drawings or designs.

9.7.2 In Administrative positions:

- (a) Provide financial, policy and planning advice;
- (b) Service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence;
- (c) Monitor expenditure against budget in a school or small faculty;

- (d) Write detailed reports or correspondence, material and/or other documents to communicate ideas or concepts related to issues that are sometimes complex or controversial;
- (e) Provide a range of (non-clinical) counselling services to students;
- (f) Provide detailed advice on administrative matters and entitlements related to Superannuation, Income Tax, Retirements, Rollovers etc: co-ordinate and take responsibility for processing such entitlements.

9.7.3 In Professional positions:

- (a) 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;
- (b) Undertake literature surveys and assist with the preparation of material for publication;
- (c) Undertake routine computing work for statistical analysis;
- (d) Provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- (e) Undertake a range of computer programming tasks including straightforward systems design, programming, reprogramming and investigation and rectification of program malfunctions;
- (f) Provide advice, assistance and documentation to computer users;
- (g) Analyse less complex user and system requirements.

10. HIGHER EDUCATION OFFICER LEVEL 7

10.1 TRAINING LEVEL OR QUALIFICATIONS

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

- (a) A degree with at least four years subsequent relevant experience; or
- (b) Extensive experience and management expertise in technical or administrative fields; or
- (c) An equivalent combination of relevant experience and/or education/training.

10.2 OCCUPATIONAL EQUIVALENT

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

10.3 LEVEL OF SUPERVISION

Limited direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff members including administrative, technical and/or professional staff members. Supervisors at this level should have demonstrated personnel management skills including an understanding of EEO and OH&S legislation.

10.4 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.

10.5 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.

10.6 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.

10.7 TYPICAL ACTIVITIES

10.7.1 In Technical positions:

- (a) Manage a complex teaching or research laboratory, field station or workshop for a School;
- (b) Undertake very complex design, project planning and development activities relating to buildings, equipment, systems or facilities;
- (c) 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;
- (d) Undertake very complex and innovative installation, testing operation or maintenance activities on buildings, equipment or systems; develop standard methods for installation work;
- (e) Manage a complex maintenance program;
- (f) Manage for technical purposes the resources of a large laboratory or functional unit, maintenance facilities or building program;
- (g) Liaise with outside organisations, authorities, clients or contractors on very complex technical matters, prepare associated reports and recommendations;
- (h) Undertake engineering or architectural design drafting, investigation or inspection of work requiring an individual contribution of a high order;
- (i) Prepare estimates, specifications, schedules or quantities for work;
- (j) Liaise with other authorities and contractors regarding design or drafting requirements;

- (k) Participate in the planning of specialised techniques, production processes, preparation of instructions.

10.7.2 In Administrative positions, provide administrative support to relatively small and moderately complex faculties or equivalent, in particular:

- (a) 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;
- (b) 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;
- (c) Perform the functions of a faculty registrar in a small faculty;
- (d) 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;
- (e) Train and supervise other professional staff combined with policy development responsibilities which may include research and publication;
- (f) Provide a counselling service in a specialised field to students.

10.7.3 In Professional computing positions, provide specialist expertise and/or responsibility for managing a group of related activities, which may include:

- (a) Generate and implement new versions of operating systems and other software;
- (b) Examine and report on the efficiency and effectiveness of hardware configurations, software operating systems, data transmission networks and generalised software packages;
- (c) Provide advice on software systems to applications programmers and staff in other specialist areas;
- (d) Investigate alternative plans for computer applications and draft guidelines outlining probable requirements;
- (e) Undertake systems analysis and systems design in relation to detailed development and maintenance of computer systems;
- (f) Explain the operational aspects of computer systems to users;
- (g) Direct investigations by other computing staff to determine the systems design and programming requirements necessary to implement changes to existing computer systems;
- (h) Undertake systems design and direct programming changes necessary to enhance, modify or maintain a computer system;
- (i) Evaluate and report on the operational efficiency of computer systems in production, making recommendations for improvement where appropriate.

10.7.4 In Professional librarian positions, provide specialist expertise and/or responsibility for managing a group of related activities that may include:

- (a) 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;

- (b) Plan and provide education support programs for academic staff and students in the Schools of subject responsibility, including consultation with the Information Services Librarian;
- (c) 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;
- (d) Provide subject cataloguing independently or for review by subject librarians;
- (e) Perform original cataloguing of monographic and serial titles and other materials to Australian Bibliographic Network Standards;
- (f) Perform authority maintenance work to Australian Bibliographic Network Standards.

10.7.5 In Professional research positions, provide specialist expertise and/or responsibility for managing a group of related activities which may include:

- (a) 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;
- (b) Operate and maintain instruments such as electron-microscopes, mass spectrometers and other research support facilities requiring the development of specialised skills;
- (c) Supervise other research staff and students in their specific projects and in the use of research facilities;
- (d) Survey the research literature in a particular field; evaluate and summarise findings;
- (e) Sub-edit articles for submission to learned journals;
- (f) Apply new approaches to techniques to develop, modify or adapt new methods, requirement and apparatus.

11. HIGHER EDUCATION OFFICER LEVEL 8

11.1 TRAINING LEVEL OR QUALIFICATIONS

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

- (a) Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- (b) Extensive experience and management expertise; or
- (c) An equivalent combination of relevant experience and/or education/training.

11.2 OCCUPATIONAL EQUIVALENT

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

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 TYPICAL ACTIVITIES

11.7.1 In Administrative positions:

- (a) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources;
- (b) Manage a function, or development and implementation of policy, requiring a high degree of knowledge and sensitivity;
- (c) Manage a small and specialised unit where significant innovation, initiative and/or judgement are required;
- (d) 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;
- (e) 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;
- (f) Perform the function of faculty registrar in a medium size faculty;
- (g) 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.

- 11.7.2 In Professional computing positions, provide specialist expertise and/or responsibility for managing a group of related activities, which may include:
- (a) Lead a team developing computer systems or undertaking specialist activities, including programming, analysis and technical activities, and provide associated advice;
 - (b) Manage computing services for a school or branch of medium capacity in terms of size, scope and/or complexity;
 - (c) Implement complex and innovative solutions with significant impact on the University's information technology work;
 - (d) Direct the maintenance and modification of computer systems.

11.7.3 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:

- (a) Direct a branch or section of the library, taking into account size, scope and/or complexity;
- (b) Ensure the efficient operation and co-ordination of activities in a discrete section/ of the library;
- (c) 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.

- 11.7.4 In Professional research positions, undertake complex professional support activities involving a significant degree of originality and judgement, which may include:
- (a) Control and manage a significant research support facility or scientific work in a specialised field (e.g. small laboratory, major instrument or equipment);
 - (b) Provide and/or manage a consulting, laboratory or other specialised service at an advanced level;
 - (c) As part of a research team, devise and take charge of the experimental aspects on a research project, edit and critically appraise material prepared for submission to learned journals.

12. HIGHER EDUCATION OFFICER LEVEL 9

12.1 TRAINING LEVEL OR QUALIFICATIONS

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

- (a) Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- (b) Extensive experience and management expertise; or
- (c) An equivalent combination of relevant experience and/or education/training.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 TYPICAL ACTIVITIES

- (a) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources;
- (b) 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;
- (c) Manage a small and specialised unit where significant innovation, initiative and/or judgement are required;
- (d) 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;

- (e) Direct a branch or section of the library of significant size, scope and/or complexity;
- (f) Manage the computing services for a large or faculty that provide particularly complex and broad range of services and specialist activities;
- (g) Formulate and assist with the implementation of complex information technology policies, strategic plans or service; delivery projects;
- (h) 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;
- (i) Develop significant new methodology or equipment requiring a detailed understanding of the theoretical basis;
- (j) Apply experimental techniques of an unusual, difficult or sensitive nature;
- (k) Write papers for publication in learned journals;
- (l) Co-ordinate and control research support programs in a specialised field, or a number of research support programs accumulated under a single direction.

13. HIGHER EDUCATION OFFICER LEVEL 10

13.1 TRAINING LEVEL OR QUALIFICATIONS

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

- (a) Proven expertise in the management of significant human and material resources; in addition to, in some areas;
- (b) Postgraduate qualifications and extensive relevant experience.

13.2 OCCUPATIONAL EQUIVALENT

Senior program, research or administrative manager.

13.3 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.

13.4 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.

13.5 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.

13.6 JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

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


13.7 TYPICAL ACTIVITIES

- (a) Manage a large functional unit with a diverse or complex set of functions and significant resources;
- (b) Manage a more complex function or unit where significant innovation, initiative and/or judgement are required;
- (c) 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.

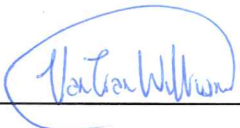
Signed for and on behalf of

THE UNIVERSITY OF ADELAIDE

Adelaide, South Australia 5005

 14 / 12 / 17
Professor Pascale Quester
Acting Vice-Chancellor and President

In the presence of

 14 / 12 / 17

Van Tran-Williams
Print name

Signed for and on behalf of

NATIONAL TERTIARY EDUCATION UNION

Level 1, 120 Clarendon Street, South Melbourne, Victoria 3205



14/12/2017

Mr Grahame McCulloch
General Secretary

In the presence of



14/12/2017


Renee Veal

Print name

Signed for and on behalf of

COMMUNITY AND PUBLIC SECTOR UNION

Adelaide, South Australia 5000



14/12/17

Mr Nev Kitchin
General Secretary

In the presence of



14/12/2017

MARGARET ANN JEFFRIES
Print name

The *University of Adelaide Enterprise Agreement 2017-2021* (Agreement) will be varied by inserting this Schedule 8 into the Agreement.

SCHEDULE 8: JOB PROTECTION FRAMEWORK DUE TO COVID-19

PART 1: INTRODUCTION AND OPERATIVE PARTS

1. Purpose and aim

- 1.1 The purpose of this Schedule is to give effect to the National Jobs Protection Framework for the University, its staff members and NTEU to respond to the impact of COVID-19. The Framework recognises that:
- 1.1.1 on 11 March 2020, the World Health Organisation declared a global pandemic arising from the spread of the COVID-19 coronavirus.
- 1.1.2 as a result of that pandemic, many public health measures have been adopted by governments, including travel bans and limiting physical interaction.
- 1.1.3 the response to the impact of COVID-19 in some ways will be short-term and others long-term;
- 1.1.4 the University has suffered a significant financial detriment as a result of the impact of COVID-19;
- 1.1.5 all staff are integral to the delivery of the University's goals; and
- 1.1.6 special provisions are needed for maintaining employment of staff affected by the impact of COVID-19.
- 1.2 This Schedule is to be read in conjunction with the terms of the Memorandum of Understanding between the University and NTEU, but the Memorandum of Understanding is not incorporated into this Schedule.
- 1.3 This Schedule contains a number of temporary changes to some Agreement provisions to lessen the number of job losses that would otherwise occur as a result of the significant financial impact of COVID-19 on the University.

2. Operative parts

- 2.1 This Schedule will take effect from the date specified in the decision by the Fair Work Commission to approve this Schedule as a variation of the Agreement.
- 2.2 The terms of this Schedule will cease to operate on 30 June 2021 unless extended or foreshortened in whole or in part by agreement of the University and NTEU. No such extension can apply beyond 31 December 2021.
- 2.3 Any such agreed extension(s) or foreshortening(s) shall be notified in writing to the Fair Work Commission within seven (7) days of that agreement being reached.
- 2.4 This Schedule does not alter the nominal expiry date of the Agreement.

- 2.5 The terms of this Schedule shall prevail over the terms of the Agreement, but only to the extent of any inconsistency.
- 2.6 A staff member who accepted a reduced fraction or salary on a temporary basis after 11 March 2020 but before the commencement of this Schedule, shall be deemed to have accepted such a reduction pursuant to the terms of this Schedule and shall have the entitlements attached thereto.
- 2.7 The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Restorations upon expiry of this Schedule

- 2.8 Upon the expiry of this Schedule, all rates of pay will be restored prospectively from 3 July 2021, and service shall be calculated, as if this Schedule and measures taken under it never had effect. A staff member whose job role or duties has changed as a result of the operation of this Schedule will return to perform the duties or job role they held prior to this Schedule coming into effect, unless the job is abolished in accordance with the terms of this Schedule. For the avoidance of doubt, a reference to rates of pay includes any incremental advancement and salary increases consequent upon promotion or reclassification that a staff member would have been entitled to, had this Schedule never come into effect.

PART 2: JOB PROTECTION MEASURES

3. Stand down

- 3.1 The purpose of this clause is to ensure staff members who might otherwise be stood down without pay continue to receive a salary.
- 3.2 Where a staff member cannot usefully be employed due to a stoppage of work for any cause for which the University cannot reasonably be held responsible, the University may stand the staff member down (i.e. where a staff member could have been stood down under the FW Act).
- 3.3 A staff member is only able to be stood down during a period in which the circumstances in clause 3.2 exist. A staff member or their representative may request a review of this at any time.
- 3.4 Where a staff member is stood down, the following shall apply:
 - 3.4.1 the University must continue to explore all options for other work that could be assigned to the staff member during the period of stand down;
 - 3.4.2 the University must consider any professional development or training that could be undertaken;
 - 3.4.3 the University must offer the staff member a voluntary redundancy, if the stand down continues beyond 30 days' duration. The staff member may choose to accept that offer or to reject it and remain stood down;

3.4.4 without prejudice to the requirements of clause 3.2, the University may require the staff member to do some work under this clause.

3.5 The University need not pay the staff member's usual salary where a staff member is stood down. Instead, the staff member will be paid, in any given pay period, in accordance with the following:

3.5.1 for any period in which the University is declared to be Category B, 30% of the staff member's usual salary or \$1500 a fortnight, whichever is greater;

3.5.2 in all other circumstances, 50% of the staff member's usual salary or \$1500 a fortnight, whichever is greater.

3.6 For the avoidance of doubt, this clause replaces the power to stand down staff provided by s 524 of the FW Act.

4. Allocation of work

4.1 This clause governs only:

4.1.1 the allocation of work to retain casual staff and the allocation of positions to retain fixed-term staff in employment; and

4.1.2 the order of preference to be given in the temporary reassignment of duties to different categories of staff;

and does not govern the selection process for a vacant continuing position.

4.2 Where there is no work or insufficient work available for a continuing or fixed-term staff member, the University will seek to identify other work for that staff member to perform. Within this process, available work will be assigned first with a view to preventing compulsory redundancy, then to staff who have been stood down, in order to provide them with some work under clause 3. This allocation of work for these purposes shall take precedence over the allocations described in clauses 4.3 to 4.6.

4.3 Where there is work required to be performed and that work was usually performed by a casual staff member who had been regularly employed by the University and the staff member had a reasonable expectation that they would continue to be employed by the University, then the casual staff member will continue to be engaged to perform that work. Where such a casual staff member suffers a reduction in casual work or has no work as a result of the impact of COVID-19, the staff member will have first order of preference to resume that work upon it becoming available again.

4.4 Where there is work required to be performed and that work was usually performed by a fixed-term staff member, and the staff member was not subject to any formal disciplinary procedures, the staff member shall be offered a new contract if their contract comes to an end and the University has an ongoing need for their position. Where a fixed-term staff member is not offered a further contract as a result of the impact of COVID-19, and the staff member was not subject to any formal disciplinary procedures, the staff member will have first order of preference to be offered a further fixed-term contract upon that work becoming available again.

4.5 For the purposes of this clause, a casual staff member includes a person who has lost employment due to the impact of COVID-19 and includes persons who had a reasonable expectation of casual employment in the second half of 2020.

4.6 Subject to clauses 4.2 to 4.5 of this Schedule nothing in clause 4 prevents the University from making staff allocation and selection decisions.

4.7 Allocation of work under this provision will not of itself change the staff member's employment status (for example, will not change from continuing to fixed-term or casual, or from fixed-term to casual).

5. Redeployees

5.1 In the filling of vacancies, redeployees have first preference, and then all other staff members (including casuals) are to be considered according to the University's existing merit-based selection procedures.

6. No new external appointments

6.1 No external appointment will be made whilst this Schedule is in effect except as follows:

6.1.1 professorial appointments; or

6.1.2 bona fide circumstances where the receipt of a grant from an external source which substantially covers the employment is dependent on the identity of the occupant of the position to be filled; or

6.1.3 special circumstances where a job requires skills or attributes that are not available within the existing workforce. Each such proposed appointment shall be reported to the CTMC; or

6.1.4 a person who, prior to the commencement of this Schedule, had received an offer of employment during 2020; or

6.1.5 a person referred to in clause 4.

6.2 To avoid doubt, the limitations on external appointments referred to in this clause relate to staff members and employment by the University, whether or not that employment is covered by this Agreement.

PART 3: SPECIAL COVID-19 ENTITLEMENTS

7. COVID-19 leave

7.1 A staff member who has a certified diagnosis of COVID-19 and who is not fit for work shall have access to two weeks paid leave to cover a period of any consequent illness, to be known as COVID-19 leave. This leave shall not reduce other leave entitlements.

7.2 A staff member, other than a staff member described in clause 7.1, will be entitled to up to two weeks' paid leave (without deduction from other leave credits) if:

7.2.1 they are required to isolate on medical advice or on the advice of public health authorities; or

7.2.2 where in order to perform caring duties for a person for whom carers' leave applies is required to isolate on medical advice or the advice of health authorities; and

7.2.3 because of those circumstances is not reasonably able to perform all of their duties or hours.

7.3 This entitlement shall be subject to the provision of reasonable evidence.

7.4 The entitlements under clauses 7.1 and 7.2 shall also be extended to casual staff as paid leave (meaning payment for the work/hours which would have been performed other than for the leave) on the same basis as staff entitled to personal leave.

7.5 To avoid doubt, these provisions do not operate to reduce any other leave entitlement under the Agreement.

8. Domestic and Family Violence protections

8.1 The parties recognise that the impact of COVID-19 has created particular problems for staff experiencing domestic and family violence.

8.2 Staff who experience domestic and family violence during the operation of this Schedule will be entitled to 5 days' paid domestic and family violence leave, such leave is in addition to any other domestic and family violence leave entitlements contained in the Agreement.

9. Staff at higher risk

9.1 Recognising the higher risk of COVID-19 faced by various groups of staff, the University will wherever possible facilitate periods of working from home beyond those mandated for this purpose for:

9.1.1 Aboriginal and Torres Strait Islander staff;

9.1.2 other staff in high risk groups (such as defined by Australian Government Department of Health).

9.2 In doing so, the University may ask for appropriate evidence from a registered health professional, in the case of clause 9.1.2.

10. Staff member performance evaluation

10.1 The University will take into account the impact of COVID-19 on the working environment and personal lives of all staff when undertaking any performance evaluation, or managing performance of any staff member.

11. Probationary staff

11.1 Probation targets will, where necessary, be adjusted to reflect any disruption caused by the impact of COVID-19. This can be initiated by either the staff member or the University. Any changes to targets must be agreed to by the staff member.

12. Recovery of expenses

- 12.1 Where a staff member has incurred costs to enable the staff member to perform their job role in response to the impact of COVID-19, the University will reimburse the staff member the full amount of the costs. This does not apply where the costs are unreasonable, unrelated to performing the staff member's job or would have been incurred by the staff member regardless of their role with the University.
- 12.2 The staff member should make reasonable attempts to obtain any necessary equipment from the University, or University approval prior to incurring any expenditure on work- related items. Approval will not be unreasonably refused.

13. Superannuation

- 13.1 Where any measure in this Schedule would result in a reduction in employer superannuation contributions than would otherwise be paid to the staff member if the Schedule was not in effect, the University will continue to make contributions as if the Schedule had never come into operation.
- 13.2 Subject to the Rules of the superannuation fund, a staff member who is a member of a defined benefit scheme will maintain member contributions in alignment with the contributions made by the University so as to maintain their service fraction and Benefit Salary.

PART 4: CHANGES TO CONDITIONS

14. Introduction

- 14.1 This Part allows the University, where the circumstances in the clause are met, to change the specified employment conditions, but only to the extent provided by the clause.

15. Change to duties

- 15.1 By giving two weeks' notice, the University may direct staff to temporarily undertake duties outside the scope of their classification and position description or expectations, so long as the duties are within the staff member's skill level and competency and it is safe to do so.
- 15.2 These may be higher-level or lower-level duties, but the staff member's pay will not be affected (including that any existing temporary higher-level appointment or higher level allowance is unaffected), subject to the requirement that a staff member shall not at any time be paid at a rate less than that which would apply to that work under the relevant Award.
- 15.3 The consultation and managing change provisions of the Agreement do not apply to these temporary assignments.
- 15.4 Where practicable, work which would otherwise be paid as overtime should be allocated to another staff member in order to make up a shortfall in the load of the latter staff member.

Academic workload

- 15.5 The existing academic workload clauses in the Agreement continue to apply, subject to the following.

15.6 To the extent that a staff member is unable to perform their research or other duties due to the impact of COVID-19, the University may allocate alternative work (including additional teaching work) to the staff member in order to make up a full workload allocation. The overall workload cap in the Agreement will continue to apply, but this might include re-arranging the academic staff member's workload for the year.

15.7 In addition to any procedural requirements contained in the Agreement, the University must discuss the alteration of the workload with sufficient time for the staff member to prepare for the change in workload allocation.

15.8 Any expectations in relation to research performance or output (as they relate to performance evaluation, or career progression, or promotion, or probation) must be adjusted to take account of any direction or reallocation made under this clause.

16. Staff member-initiated change to hours of work and leave

16.1 A staff member who is working from home may apply for one or more of the following flexible working arrangements:

16.1.1 a change to their start and finish times to suit their personal and/or family circumstances (any such staff member-initiated change will not attract overtime rates);

16.1.2 a reduction in fraction; and/or

16.1.3 purchase of extra leave with a consequent reduction in pay (that is, under clause 4.16.5 of the Agreement).

16.2 Any request by the staff member for one of the above flexible working arrangements will not be unreasonably refused by the University. The University must provide a written response to an application for a flexible working arrangement under clause 16.1 of this Schedule within five (5) working days, unless otherwise agreed.

16.3 The University and the staff member will agree upon the end date of a flexible working arrangement, which may be beyond the expiry of this Schedule.

16.4 A staff member whose fraction is reduced under this clause will have a commensurate reduction in workload.

17. Impact on service

17.1 A break in employment caused by the impact of COVID-19 shall not count as service for any purpose, but shall not constitute a break in service for any purpose.

PART 5: TEMPORARY CHANGES TO PAY

18. Introduction

18.1 This Part of this Schedule allows the University, where the circumstances in the clause are met, to change a staff member's pay.

19. Temporary reductions to salary and allowances

19.1 If the University is declared to be in Category A and remains in Category A, the University may implement any of the below to an amount equivalent to a maximum total of 10% of a staff member's salary in any given pay period:

19.1.1 postponement of the date of effect of pay rises (as outlined in clause 20);

19.1.2 removal of annual leave loading (as outlined in clause 21);

19.1.3 generalised purchased leave arrangement (as outlined in clause 22); and

19.1.4 temporary reduction in salary, to a maximum of 5% of the salary above \$30,000 (as outlined in clause 24).

19.2 If the University is declared to be in Category B and remains in Category B, the University may implement any of the below to an amount equivalent to a maximum total of 15% of a staff member's salary in any given pay period:

19.2.1 postponement of pay rises (as outlined in clause 20);

19.2.2 removal of annual leave loading (as outlined in clause 21);

19.2.3 generalised purchased leave arrangement (as outlined in clause 22); and

19.2.4 temporary reduction in pay, to a maximum of 10% of the salary above \$30,000 (as outlined in clause 24).

19.3 For the purpose of this Part, salary means salary and allowances or loadings (howsoever described) other than allowances that constitute a reimbursement of expenditure or are discretionary payments.

19.4 Any reduction in salary and allowances permitted by this Part is not subject to later retrospective payment for the period in which the reduction was in effect.

19.5 The comparator is against the salary of the given pay period the staff member would have received had this Schedule never come into effect.

20. Postponement of pay rises

20.1 This clause applies to any increase in salary or rate of pay due to a staff member pursuant to a term of the Agreement setting salaries generally for staff.

20.2 If the University is declared to be in Category A or Category B, then the University may postpone the date of effect of any increase under clause 20.1 above, to the first pay period which commences after the expiry of this Schedule or the first pay period which commences after the University is no longer in either category, whichever comes first.

20.3 This clause does not apply to casual staff.

21. Cancellation of leave loading

21.1 Clause 4.1.4 of the Agreement will not apply until 3 July 2021 being the first pay period which commences after the expiry of this Schedule.

21.2 For the purposes of clauses 19.1 and 19.2, the removal of the payment of annual leave loading will be regarded as a 1.35% reduction in salary in each pay period covered by the Schedule.

22. Purchased Leave Arrangements

- 22.1 The University may, on giving two (2) weeks' notice, direct a fixed term or continuing staff member to enter into a Purchased Leave Arrangement.
- 22.2 This clause does not apply to:
- 22.2.1 casual staff; or
 - 22.2.2 staff members when they are taking Maternity or Adoption Leave in accordance with clause 4.5 of the Agreement; or
 - 22.2.3 staff members who are temporarily incapacitated in accordance with clause 6.6 of the Agreement (UniSuper benefit); or
 - 22.2.4 a staff member who is on a period of extended leave without pay (greater than 1 month and no longer than 2 years); or
 - 22.2.5 a staff member employed after the Schedule came into effect; or
 - 22.2.6 a staff member whose fixed term contract ends prior to 18 December 2020.
- 22.3 A Purchased Leave Arrangement under this clause operates in addition to, and separate from, any Purchased Leave Arrangement under clause 4.16.5 of the Agreement.
- 22.4 For the purpose of implementing this clause, the University will direct a staff member to enter into a Purchased Leave Arrangement that requires them to purchase an additional 15 days' leave (110.25 hours) to be taken before 21 May 2021. This clause will apply to part-time staff members on a pro-rata basis.
- 22.5 Under the Purchased Leave Arrangement, staff will be required to take the additional leave during the specified University close down periods outlined in clause 23 of this Schedule.
- 22.6 In the event that a staff member cannot take the purchased leave during the close down periods due to operational requirements, as approved by the Executive Dean/Divisional Head, the staff member must nominate alternative substitute dates for the purchased leave to be taken before 21 May 2021.
- 22.7 Without limiting the operation of clause 31.1, a staff member who leaves the University prior to 21 May 2021, will have their final pay adjusted to either refund the amount of any purchased leave they have paid for but not yet taken or to deduct the amount of any purchased leave already taken but not yet paid for.
- 22.8 For academic staff, unless an alternative time is agreed under clause 4.1.6.2 of the Agreement, academic staff to whom clause 4.1.6 of the Agreement applies will be scheduled to take 20 days annual leave (pro rata for part-time staff) as follows:
- 22.8.1 Wednesday 30 December 2020 – Thursday 31 December 2020 (2 days); and
 - 22.8.2 Monday 11 January 2021 – Thursday 4 February 2021 (18 days).
- 22.9 A staff member who participates in the Purchased Leave Scheme under this Schedule will have a commensurate reduction in workload. For academics, this means that workload allocation will be adjusted. For the avoidance of doubt, there will be no requirement or expectation that staff taking purchased leave during Closedown Periods (or at some other agreed alternative time), will work while on leave or 'catch up' on the work that would otherwise be performed in that period.

23. Additional Closedown Periods

- 23.1 The close down periods under this clause operate in addition to and separate from the Christmas Closedown in clause 4.14 of the Agreement.
- 23.2 The University will close down for the following periods:
- 23.2.1 Friday 18 December 2020 to Thursday 24 December 2020;
- 23.2.2 Monday 4 January 2021 to Friday 8 January 2021; and
- 23.2.3 Monday 19 April 2021 to Friday 23 April 2021.
- 23.3 A staff member who does not participate in the Purchased Leave Arrangement in accordance with clause 22 may agree other arrangements with their supervisor. Other arrangements might include accessing other accrued leave, purchasing leave under clause 4.16.5 of the Agreement or taking leave without pay for some or all of the close down dates, or accessing annual leave, in advance of accruing that leave, of up to a total of five (5) days negative annual leave balance at any point in time.

24. Temporary salary reductions

- 24.1 Subject to the conditions set out in clause 19, the University may implement a generalised temporary salary reduction in accordance with this clause.
- 24.2 The University may implement, by giving two weeks' notice, a temporary reduction in pay in any given pay period of 3.5%, for which the first \$30,000 (per annum) shall be exempt. This will apply until the first pay period after the expiry of this Schedule or the first pay period after the University is no longer in either Category A or B, whichever comes first.
- 24.3 The salary reduction will not apply to a staff member:
- 24.3.1 while they are stood down; or
- 24.3.2 who is employed on a casual basis.
- 24.4 For the purposes of Clauses 19.1 and 19.2, the \$30,000 exempt amount shall be disregarded. For example, if a 3.5% salary reduction is imposed in accordance with clause 24.2 it will be regarded as a 3.5% reduction for the purposes of clauses 19.1 and 19.2 notwithstanding the 3.5% reduction doesn't apply to the \$30,000 exempt amount.

25. Extreme financial hardship

- 25.1 The University must allow for individual exceptional circumstances of extreme hardship.
- 25.2 Where a staff member would experience extreme hardship in individual exceptional circumstances as a result of the application of clauses 21, 22 or 24 they may make an application to the Executive Director of Human Resources or a nominee.
- 25.3 The application will specify the circumstances that are individual to the staff member and how they will result in extreme hardship. An application made in accordance with this clause will be considered expeditiously (but no more than seven (7) working days). If the University rejects an application, it must provide written reasons for their decision.

26. Implementation of measures under clauses 20 and 24

- 26.1 For the avoidance of doubt, where the University implements a measure under clause 20 or clause 24:
- 26.1.1 the salary rate prescribed by the Agreement and payable to an affected staff member shall be temporarily altered accordingly, and
 - 26.1.2 hourly rates payable to an affected staff member as overtime for professional staff and/or allowances in accordance with clauses 3.6, 3.7, 3.8, 3.9 and 3.10 of the Agreement will be calculated based on the temporarily altered salary rates.

27. Performance-based contract staff

- 27.1 Part 5 applies to staff on Senior Staff Contracts.

PART 6: DIRECTIONS TO TAKE LEAVE

28. Annual leave

- 28.1 The University may direct a staff member to take annual leave on two weeks' notice, but only in accordance with this clause, and if the direction is reasonable in all the circumstances.
- 28.2 The staff member is entitled to retain a minimum 10 days balance, unless the Agreement allows for a lower minimum balance to remain.
- 28.3 The leave must be taken at a time that is agreed, or otherwise commence no later than two months after the direction.
- 28.4 Leave will not be directed to be taken at a time when the staff member otherwise has unavoidable work obligations (e.g. grant applications).
- 28.5 Where leave is directed to be taken, the leave must be accounted for in workload that has been allocated, and performance expectations.
- 28.6 By agreement with the University, a staff member may choose to take an extended period of annual leave at a commensurately lower rate of pay (e.g. 20 days leave at half-pay, instead of 10 days leave at full-pay).

29. Long service leave

- 29.1 Subject to the application of the NES, the University may, on two weeks' notice direct a staff member to take long service leave in accordance with this clause, where the direction is reasonable in all the circumstances. This clause does not limit the University's capacity to otherwise direct the taking of long service leave under the Agreement.
- 29.2 If the University is declared to be in Category A, the University may direct a staff member to take long service leave to reduce their long service leave balance down to 65 working days.
- 29.3 If the University is declared to be in Category B, the University may direct a staff member to take long service leave to reduce their long service leave balance down to 45 working days.
- 29.4 The leave must be taken at a time that is agreed, or otherwise commence not later than two months after the direction.

- 29.5 Leave will not be directed to be taken at a time when the staff member otherwise has unavoidable work obligations (e.g. grant applications).
- 29.6 Where leave is directed to be taken, the leave must be accounted for in workload that has been allocated, and performance expectations.
- 29.7 By agreement with the University, a staff member may choose to take an extended period of long service leave at a commensurately lower rate of pay (e.g. 20 days leave at half-pay, instead of 10 days leave at full-pay).

PART 7: CHANGE MANAGEMENT

30. Change management

- 30.1 This clause does not apply to the temporary reassignment of duties under clause 15 or stand downs under clause 3 or change management processes commenced in accordance with the Agreement prior to the commencement of this Schedule.
- 30.2 Where a workplace change is proposed by the University, the CTMC will consider any proposed change and within five (5) working days, attempt to agree to a timeframe and process to consult with affected staff about the change.
- 30.3 In coming to agreement, the CTMC will take into account:
 - 30.3.1 any urgency created by the impact of COVID-19;
 - 30.3.2 the scale of the change (including, without limitation, the number and nature of staff who will be affected by the change, the level to which the affected staff will have their work arrangements changed, potential for job losses or loss of job or promotion opportunities).
- 30.4 If the CTMC cannot agree to a process and timeframe, the matter will be referred to the Arbitrator in accordance with the dispute settling clause 33.17.
- 30.5 Any consultation process determined under clause 30.2 or 30.4 above must involve the University providing information to the staff members and NTEU about the change, and invite the staff to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and the University must consider any views given by the staff about the impact of the change. An affected staff member must be able to appoint a representative for the purpose of the consultation. For a change to the staff member's regular roster or ordinary hours of work, the Agreement term will apply.

PART 8: TERMINATION OF EMPLOYMENT

31. Termination pay

- 31.1 Upon termination of employment for any reason whatsoever (whether during the operation of this Schedule or beyond its expiry), the staff member's final pay will be calculated as if this Schedule and any measures taken under it never had any effect (other than leave taken and the cancellation of annual leave loading).

32. Redundancy

- 32.1 During the life of this Schedule there will be no forced redundancies as a generalised cost-cutting measure which are not connected to a reduction in work.

- 32.2 Redundancies may only be made in accordance with this clause. Before any redundancy, consultation as contained in clause 30 must occur.

When a redundancy may occur

- 32.3 The University may only make staff involuntarily redundant in the following circumstances:

32.3.1 where the redundancy is due to the permanent abolition of a substantial work function (such as the abolition of a discipline) or closure of a campus, in accordance with clause 32.4 which results in the work no longer being required to be performed by anyone; or

32.3.2 where the redundancy is due to an insufficiency of work in a particular work unit or function and there is a surplus of staff, in accordance with clause 32.5.

Redundancy following permanent abolition of a substantial work function or campus closure

- 32.4 Where the University decides to permanently abolish a substantial work function (such as the abolition of a discipline) or close a campus the University must only make a staff member involuntarily redundant where:

32.4.1 the staff member's work is no longer required to be performed by anyone;

32.4.2 the University has sought to redeploy the staff member. In exploring redeployment, the University will ensure the staff member is made aware of all relevant vacancies and redeploy them to any position in the University that is appropriate to the skills and competencies of the staff member or which the staff member could perform at a satisfactory level within a reasonable time with appropriate training and support, provided that a staff member shall not be required to accept redeployment to a lower classification level. Where more than one redeployee is an applicant for a particular position, the University's existing merit-based selection procedures will apply in choosing between them. The redeployment period for exploring redeployment possibilities shall be a reasonable period, not less than any such period in the Agreement;

32.4.3 the University has explored with the staff member other measures that may be taken to avoid termination; and

32.4.4 the University must report the actions it has taken under this clause to the CTMC prior to issuing a notice of termination.

Redundancy where there is a permanent insufficiency of work in a particular work unit or function and there is a surplus of staff

- 32.5 Where there is a permanent insufficiency of work in a particular work unit or function and there is a surplus of staff, the University must only make a staff member involuntarily redundant where it has:

32.5.1 identified the number of surplus staff members;

32.5.2 offered a voluntary redundancy to all affected staff. The University must allow all those who volunteer to separate, unless the staff member has particular skills and/or experience such that they are essential to the operation of the particular work unit or function, or there are more people volunteering than the identified surplus (in which case then clause 32.5.3 will apply);

32.5.3 adopted fair and objective criteria for selection for redundancy where the University is required to select staff for involuntary redundancy, either as a result

of too few people volunteering or too many people volunteering;

32.5.4 sought to redeploy the staff member. In exploring redeployment, the University will ensure the staff member is made aware of all relevant vacancies and redeploy them to any position in the University that is appropriate to the skills and competencies of the staff member or which the staff member could perform at a satisfactory level within a reasonable time with appropriate training and support, provided that a staff member shall not be required to accept redeployment to a lower classification level. Where more than one redeployee is an applicant for a particular position, the University's existing merit-based selection procedures will apply in choosing between them. The redeployment period for exploring redeployment possibilities shall be a reasonable period, not less than any such period in the Agreement;

32.5.5 explored with the staff member other measures that may be taken to avoid termination; and

32.5.6 reported the actions it has taken under this clause to the CTMC prior to issuing a notice of termination.

32.5.7 Nothing in clause 32.5 shall prevent multiple units or functions being dealt with simultaneously.

Voluntary separation packages

32.6 At any time during the life of this Schedule, the University may make a general call for voluntary separations across the entire University or a substantial part based on occupation or organisational structure, or an early retirement scheme.

32.7 The University must allow all those who volunteer to separate, unless the staff member has particular skills and/or experience such that they are essential to the operation of the particular work unit or function.

Redundancy pay

32.8 This Schedule does not affect redundancy or like payments, or provisions relating to notice periods as governed by the Agreement.

PART 9: COMMITTEES

33. COVID-19 Temporary Measures Committee

33.1 This clause establishes the COVID-19 Temporary Measures Committee (the **CTMC**).

33.2 The CTMC shall consist of three nominees of the University and three nominees of NTEU.

33.3 The CTMC will meet as often as necessary to fulfil its functions as assigned in this Schedule.

33.4 The function of the CTMC are those assigned to it under the terms of this Schedule, and to:

33.4.1 be provided with information relevant to the operation of this Schedule;

33.4.2 oversee the implementation of the Schedule;

33.4.3 carry out its functions in relation to change proposals in accordance with clause 30;

33.4.4 deal with any dispute over a term of this Schedule or the application of this Schedule, in accordance with clause 33.13 to 33.16.

33.5 The CTMC is not empowered to deal with disputes about matters dealt with in Part 10 or which cost-saving measures the University may implement.

33.6 Nominees may be changed by providing written notice to the other members of the CTMC.

Information

33.7 There must be full information-sharing about matters relevant to the application of this Schedule (itself subject to arbitration), including any dispute about confidentiality. Where it is agreed (or arbitrated) that information is to be provided on a confidential basis, those confidences must be respected.

Agreement of the CTMC

33.8 An agreement of the CTMC is deemed to have been made on a majority view.

NTEU nominees

33.9 NTEU nominees on the CTMC who are University staff will have reasonable time release during working hours to carry out duties in relation to the implementation of this Schedule.

33.10 NTEU delegates will be allowed reasonable time during working hours to assist NTEU nominees in carrying out the role of the CTMC.

Communication

33.11 In addition to holding meetings with staff, members of the CTMC may consult by Email List with staff in an area affected by the implementation of measures provided by this Schedule. This consultation can occur by use of an Email List that is to be used solely for the purpose of ensuring that the terms of this Schedule are operating as intended.

33.12 Staff shall be entitled to be consulted during work times subject to specific operational requirements (e.g. lecture times), including by virtual/online meetings and other forms of workplace consultation.

Disputes

33.13 This clause governs:

33.13.1 any dispute in relation to a matter arising under this Schedule or in relation to the National Employment Standards as they relate to the operation of this Schedule;

33.13.2 a dispute about whether a dispute is about a matter arising under this Schedule.

- 33.14 These procedures shall apply to any dispute raised by a staff member, Union or the University to which the University is a party.

For the avoidance of doubt, the dispute settling clause of the Agreement shall not apply to a matter arising under this Schedule or in relation to the National Employment Standards as they apply to a matter governed by this Schedule.

- 33.15 Any dispute shall first be considered by the CTMC. The CTMC will attempt in good faith to resolve the dispute by attempting to achieve agreement. If the dispute is not resolved by the CTMC within 5 working days, the dispute may be referred by either party to an Arbitrator for resolution.
- 33.16 A staff member may appoint a Representative for the purpose of this dispute settling procedure.

Arbitration

- 33.17 Wherever this Schedule refers to a matter being arbitrated, it shall be arbitrated in accordance with clause 33.18 to 33.24.
- 33.18 By the commencement of this Schedule or soon after, the General Secretary of NTEU and the University shall agree on the members of an Arbitration Panel. Members of the Arbitration Panel must be independent of the University, staff and NTEU. The reasonable cost of the Arbitrator in each case shall be met by the University.
- 33.19 The Arbitrator shall be nominated from the Arbitration Panel, with the University and NTEU alternating nomination of the Arbitrator.
- 33.20 The dispute will be arbitrated in one of the following ways:
- 33.20.1 with agreement of the parties, an informal conference with the parties agreeing in advance to accept a recommendation of the Arbitrator; or
 - 33.20.2 with the agreement of the parties, by final offer arbitration; or
 - 33.20.3 by hearing.
- 33.21 Where the dispute is to be heard, the following apply:
- 33.21.1 the Arbitrator will decide all matters as quickly as possible having regard to equity, good conscience and the substantial merits of the case;
 - 33.21.2 the Arbitrator shall determine a fair and efficient procedure, ensuring procedural fairness (which may include production of information), having regard to clause 33.22;
 - 33.21.3 the CTMC may agree such other powers and procedures as may be necessary.
- 33.22 The dispute will be arbitrated within 5 working days of the referral to the Arbitrator (or such longer period if agreed by the parties to the dispute).

- 33.23 No person bound by the Agreement shall knowingly give false or misleading information or evidence to the Arbitrator.
- 33.24 Arbitration proceedings shall be conducted in public or private as determined by the Arbitrator. Arbitration decisions will be published and are not confidential. Brief reasons for decision shall be given, but not necessarily at the same time as giving the decision.

34. Expert Assessment Panel

- 34.1 Before accessing any cost-saving measures in Parts 4, 5 and 6 of this Schedule, available to a university in Category A or Category B, the University must satisfy the Expert Assessment Panel (**EAP**) that the relevant Category threshold referred to in Part 10 of this Schedule has been met, including by providing relevant internally-certified financial information and enrolment data. In making its submission to the EAP, the University will also demonstrate how the cost saving measures selected by the University are proportional to the financial impact and are necessary to avoid or minimise loss of job opportunities. The statement will indicate whether the University has identified and implemented other reasonable cost-saving measures and indicate the number of jobs preserved as a result. The cost saving measures to be considered by the University will be:
- 34.1.1 a cut in senior executive salaries higher than that borne by staff;
 - 34.1.2 reduction in capital works;
 - 34.1.3 reduction in travel;
 - 34.1.4 debt capabilities;
 - 34.1.5 drawing on cash reserves;
 - 34.1.6 drawing on investments.
- 34.2 The EAP consists of two nominees of AHEIA, two nominees of NTEU and an agreed independent Chair. As far as practicable, the nominees will remain the same throughout the term of this Schedule to ensure consistency for all participating universities. The members are nominees not representatives, given the function is to determine a question of fact.
- 34.3 The EAP will appoint an independent accountant to verify the figures provided and the methodology used to calculate them.
- 34.4 The role of the EAP is to consider the University submission and determine whether a Category threshold has been met. The EAP will act quickly and provide a draft decision to the University for comment further before confirming a decision which will be final.
- 34.5 The EAP's final report will be provided to the University and the NTEU and will outline whether the University has met the criteria for Category A or Category B, the measures in Part 5 of this Schedule that the University has indicated it intends to use, and the extent to which these measures are likely to protect jobs.

- 34.6 The EAP will conduct a review six monthly at the initiative of the University or the NTEU to determine whether the relevant Category threshold continues to be met, or at any other time if there is an extraordinary change to the University's financial situation. If the EAP determines that a University is no longer eligible to access particular cost saving measures the EAP will give reasonable notice to the University that it is not eligible to access those measures prospectively.
- 34.7 For the avoidance of doubt, the EAP cannot direct or require the University to adopt or not adopt any cost saving measure, either under this Schedule or otherwise.
- 34.8 All information provided by the University to the EAP is provided on a commercial in confidence basis.

PART 10: DETERMINING THRESHOLDS

35. Introduction

- 35.1 The University may access the cost-saving measures contained in Part 5 once the University has demonstrated to the EAP that it has met the threshold of the Category defined below.

36. Categories

- 36.1 The University is in Category A if the following metrics are met:
- 36.1.1 it can demonstrate a forecast reduction in total revenue between 5.0% and less than 10.0% (measured over a 12-month period against 2019 actuals); and
- 36.1.2 it has a core operating cash flow margin of greater than 3.0% and less than or equal to 6.0%; or
- 36.1.3 it meets one of the metrics as identified below as it relates to Category B.
- 36.2 The University is in Category B if the following metrics are met:
- 36.2.1 it can demonstrate a forecast reduction in total revenue of 10.0% or greater (measured over a 12-month period against 2019 actuals); and
- 36.2.2 it has a core operating cash flow margin of 3.0% or less.
- 36.3 For the purpose of this clause, the % total revenue reduction test is to be measured on a calendar actual year to date and forecast basis for 2020 and 2021 compared to 2019 full year total revenue actual result.
- 36.4 For the purpose of this clause, Core Operating Cash Flow Margin = Core Operating Cash Flow [1][2][3] / Revenue excluding non-core and non-cash revenue items [4][5]

Core Operating Cash Flow Margin Notes

[1] Core operating cash flow = Operating result excluding non-core items [2] + Depreciation + Interest/finance costs + Other non-cash items [3]

[2] Examples of non-core items to be excluded from operating result are capital grants, impact of significant one-off items.

[3] Examples of non-cash items to be excluded from operating result are unrealised gains/losses in investments, leave provisions, gain/loss on disposal of assets. If any non-cash

item has already been excluded from the operating result as a non-core item [2], do not exclude it here again (to prevent double counting).

[4] Example of non-core items reported in revenue and to be excluded from revenue is capital grants.

[5] Examples of non-cash items reported in revenue and to be excluded from revenue are unrealised gains/losses on investments, gains/losses on disposal of assets.

- 36.5 During the life of this Schedule, the University may move from one Category (or no category) to another Category (or no category) upon declaration of the EAP.

PART 11: INTERPRETATION

37. Interpretation

- 37.1 Headings are to be used as a guide to interpretation.
- 37.2 The purpose and aims set out in clause 1 provide the context for this Schedule, and all terms should be interpreted in that context.
- 37.3 Reference to the singular is a reference to the plural and vice versa.

38. Definitions

- 38.1 The following definitions apply to terms contained in this Schedule.

38.1.1 **Agreement:** the University of Adelaide Enterprise Agreement 2017-2021;

38.1.2 **Arbitrator:** person appointed under clause 33.19;

38.1.3 **Award:** either the *Higher Education Industry – Academic Staff – Award 2020* or *Higher Education Industry – Professional Staff – Award 2020*, as applicable;

38.1.4 **Category A:** see clause 36.1 of this Schedule;

38.1.5 **Category B:** see clause 36.2 of this Schedule;

38.1.6 **the impact of COVID-19:** events or circumstances directly caused by the COVID-19 crisis or indirectly, where COVID-19 was a substantial part of the cause;

38.1.7 **COVID-19 Temporary Measures Committee (or CTMC):** see clause 33 of this Schedule;

38.1.8 **Email List:** a bulk email address provided by the University which does not disclose the email addresses of individual staff members;

38.1.9 **Expert Assessment Panel (or EAP):** refer to clause 34 of this Schedule;

38.1.10 **FW Act:** the *Fair Work Act 2009* (Cth);

38.1.11 **Involuntary redundancy:** where the staff member has not accepted an offer of voluntary redundancy and is unable to be redeployed;

38.1.12 **Memorandum of Understanding:** the MOU signed by the NTEU and the University;

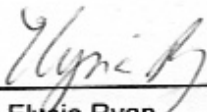
- 38.1.13 **NES:** is Part 2-2 of the FW Act;
- 38.1.14 **NTEU:** National Tertiary Education Industry Union;
- 38.1.15 **a Representative:** means a person nominated by choice (other than a person who is a practising legal practitioner), or a staff member of the University, or an officer or staff member of NTEU, or an officer or staff member of an employer association;
- 38.1.16 **the University:** the University of Adelaide;
- 38.1.17 **this Schedule:** this document, which has effect following approval by the Fair Work Commission;
- 38.1.18 **voluntary redundancy:** where staff members volunteer for redundancy;
- 38.1.19 **voluntary separation package:** a set of entitlements provided by the University consistent with the voluntary separation payments provided for in the Agreement or on the same terms as if the staff member was retrenched for redundancy, whichever is the greater;
- 38.1.20 **workplace change:** without derogating from the matters required to be considered under the Agreement, means a change to a staff member's roster or ordinary hours of work initiated by the University, or a major workplace change that is likely to have a significant effect on staff. **Significant effects** include:
- 38.1.20.1 termination of employment;
 - 38.1.20.2 changes to the composition, operation or size of the University's workforce or skills required of staff;
 - 38.1.20.3 elimination or diminution of job opportunities including opportunities for promotion or continuing employment;
 - 38.1.20.4 outsourcing of work; and
 - 38.1.20.5 restructuring and/or relocation of work units.

Significant effects do not include a temporary change to duties in accordance with clause 15.

Signed for and on behalf of

THE UNIVERSITY OF ADELAIDE

Adelaide, South Australia 5005

 21/8/20
Mrs Elysia Ryan
Executive Director, Human Resources

In the presence of

 21/8/20

Benjamin Ryan
Print name

Signed for and on behalf of

NATIONAL TERTIARY EDUCATION UNION

Level 1, 120 Clarendon Street, South Melbourne, Victoria 3205



07 / 09 / 2020

Mr Matthew McGowan
General Secretary

In the presence of



07 / 09 / 2020

Renee Veal

Print name

ANNEXURE A

The *University of Adelaide Enterprise Agreement 2017-2021* (Agreement) will be varied by inserting this Schedule 8 into the Agreement.

SCHEDULE 8: JOB PROTECTION FRAMEWORK DUE TO COVID-19

PART 1: INTRODUCTION AND OPERATIVE PARTS

1. Purpose and aim

- 1.1 The purpose of this Schedule is to give effect to the National Jobs Protection Framework for the University, its staff members and NTEU to respond to the impact of COVID-19. The Framework recognises that:
- 1.1.1 on 11 March 2020, the World Health Organisation declared a global pandemic arising from the spread of the COVID-19 coronavirus.
- 1.1.2 as a result of that pandemic, many public health measures have been adopted by governments, including travel bans and limiting physical interaction.
- 1.1.3 the response to the impact of COVID-19 in some ways will be short-term and others long-term;
- 1.1.4 the University has suffered a significant financial detriment as a result of the impact of COVID-19;
- 1.1.5 all staff are integral to the delivery of the University's goals; and
- 1.1.6 special provisions are needed for maintaining employment of staff affected by the impact of COVID-19.
- 1.2 This Schedule is to be read in conjunction with the terms of the Memorandum of Understanding between the University and NTEU, but the Memorandum of Understanding is not incorporated into this Schedule.
- 1.3 This Schedule contains a number of temporary changes to some Agreement provisions to lessen the number of job losses that would otherwise occur as a result of the significant financial impact of COVID-19 on the University.

2. Operative parts

- 2.1 This Schedule will take effect from the date specified in the decision by the Fair Work Commission to approve this Schedule as a variation of the Agreement.
- 2.2 The terms of this Schedule will cease to operate on 30 June 2021 unless extended or foreshortened in whole or in part by agreement of the University and NTEU. No such extension can apply beyond 31 December 2021.
- 2.3 Any such agreed extension(s) or foreshortening(s) shall be notified in writing to the Fair Work Commission within seven (7) days of that agreement being reached.
- 2.4 This Schedule does not alter the nominal expiry date of the Agreement.

- 2.5 The terms of this Schedule shall prevail over the terms of the Agreement, but only to the extent of any inconsistency.
- 2.6 A staff member who accepted a reduced fraction or salary on a temporary basis after 11 March 2020 but before the commencement of this Schedule, shall be deemed to have accepted such a reduction pursuant to the terms of this Schedule and shall have the entitlements attached thereto.
- 2.7 The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Restorations upon expiry of this Schedule

- 2.8 Upon the expiry of this Schedule, all rates of pay will be restored prospectively from 3 July 2021, and service shall be calculated, as if this Schedule and measures taken under it never had effect. A staff member whose job role or duties has changed as a result of the operation of this Schedule will return to perform the duties or job role they held prior to this Schedule coming into effect, unless the job is abolished in accordance with the terms of this Schedule. For the avoidance of doubt, a reference to rates of pay includes any incremental advancement and salary increases consequent upon promotion or reclassification that a staff member would have been entitled to, had this Schedule never come into effect.

PART 2: JOB PROTECTION MEASURES

3. Stand down

- 3.1 The purpose of this clause is to ensure staff members who might otherwise be stood down without pay continue to receive a salary.
- 3.2 Where a staff member cannot usefully be employed due to a stoppage of work for any cause for which the University cannot reasonably be held responsible, the University may stand the staff member down (i.e. where a staff member could have been stood down under the FW Act).
- 3.3 A staff member is only able to be stood down during a period in which the circumstances in clause 3.2 exist. A staff member or their representative may request a review of this at any time.
- 3.4 Where a staff member is stood down, the following shall apply:
 - 3.4.1 the University must continue to explore all options for other work that could be assigned to the staff member during the period of stand down;
 - 3.4.2 the University must consider any professional development or training that could be undertaken;
 - 3.4.3 the University must offer the staff member a voluntary redundancy, if the stand down continues beyond 30 days' duration. The staff member may choose to accept that offer or to reject it and remain stood down;

3.4.4 without prejudice to the requirements of clause 3.2, the University may require the staff member to do some work under this clause.

3.5 The University need not pay the staff member's usual salary where a staff member is stood down. Instead, the staff member will be paid, in any given pay period, in accordance with the following:

3.5.1 for any period in which the University is declared to be Category B, 30% of the staff member's usual salary or \$1500 a fortnight, whichever is greater;

3.5.2 in all other circumstances, 50% of the staff member's usual salary or \$1500 a fortnight, whichever is greater.

3.6 For the avoidance of doubt, this clause replaces the power to stand down staff provided by s 524 of the FW Act.

4. Allocation of work

4.1 This clause governs only:

4.1.1 the allocation of work to retain casual staff and the allocation of positions to retain fixed-term staff in employment; and

4.1.2 the order of preference to be given in the temporary reassignment of duties to different categories of staff;

and does not govern the selection process for a vacant continuing position.

4.2 Where there is no work or insufficient work available for a continuing or fixed-term staff member, the University will seek to identify other work for that staff member to perform. Within this process, available work will be assigned first with a view to preventing compulsory redundancy, then to staff who have been stood down, in order to provide them with some work under clause 3. This allocation of work for these purposes shall take precedence over the allocations described in clauses 4.3 to 4.6.

4.3 Where there is work required to be performed and that work was usually performed by a casual staff member who had been regularly employed by the University and the staff member had a reasonable expectation that they would continue to be employed by the University, then the casual staff member will continue to be engaged to perform that work. Where such a casual staff member suffers a reduction in casual work or has no work as a result of the impact of COVID-19, the staff member will have first order of preference to resume that work upon it becoming available again.

4.4 Where there is work required to be performed and that work was usually performed by a fixed-term staff member, and the staff member was not subject to any formal disciplinary procedures, the staff member shall be offered a new contract if their contract comes to an end and the University has an ongoing need for their position. Where a fixed-term staff member is not offered a further contract as a result of the impact of COVID-19, and the staff member was not subject to any formal disciplinary procedures, the staff member will have first order of preference to be offered a further fixed-term contract upon that work becoming available again.

4.5 For the purposes of this clause, a casual staff member includes a person who has lost employment due to the impact of COVID-19 and includes persons who had a reasonable expectation of casual employment in the second half of 2020.

4.6 Subject to clauses 4.2 to 4.5 of this Schedule nothing in clause 4 prevents the University from making staff allocation and selection decisions.

4.7 Allocation of work under this provision will not of itself change the staff member's employment status (for example, will not change from continuing to fixed-term or casual, or from fixed-term to casual).

5. Redeployees

5.1 In the filling of vacancies, redeployees have first preference, and then all other staff members (including casuals) are to be considered according to the University's existing merit-based selection procedures.

6. No new external appointments

6.1 No external appointment will be made whilst this Schedule is in effect except as follows:

6.1.1 professorial appointments; or

6.1.2 bona fide circumstances where the receipt of a grant from an external source which substantially covers the employment is dependent on the identity of the occupant of the position to be filled; or

6.1.3 special circumstances where a job requires skills or attributes that are not available within the existing workforce. Each such proposed appointment shall be reported to the CTMC; or

6.1.4 a person who, prior to the commencement of this Schedule, had received an offer of employment during 2020; or

6.1.5 a person referred to in clause 4.

6.2 To avoid doubt, the limitations on external appointments referred to in this clause relate to staff members and employment by the University, whether or not that employment is covered by this Agreement.

PART 3: SPECIAL COVID-19 ENTITLEMENTS

7. COVID-19 leave

7.1 A staff member who has a certified diagnosis of COVID-19 and who is not fit for work shall have access to two weeks paid leave to cover a period of any consequent illness, to be known as COVID-19 leave. This leave shall not reduce other leave entitlements.

7.2 A staff member, other than a staff member described in clause 7.1, will be entitled to up to two weeks' paid leave (without deduction from other leave credits) if:

7.2.1 they are required to isolate on medical advice or on the advice of public health authorities; or

7.2.2 where in order to perform caring duties for a person for whom carers' leave applies is required to isolate on medical advice or the advice of health authorities; and

7.2.3 because of those circumstances is not reasonably able to perform all of their duties or hours.

7.3 This entitlement shall be subject to the provision of reasonable evidence.

7.4 The entitlements under clauses 7.1 and 7.2 shall also be extended to casual staff as paid leave (meaning payment for the work/hours which would have been performed other than for the leave) on the same basis as staff entitled to personal leave.

7.5 To avoid doubt, these provisions do not operate to reduce any other leave entitlement under the Agreement.

8. Domestic and Family Violence protections

8.1 The parties recognise that the impact of COVID-19 has created particular problems for staff experiencing domestic and family violence.

8.2 Staff who experience domestic and family violence during the operation of this Schedule will be entitled to 5 days' paid domestic and family violence leave, such leave is in addition to any other domestic and family violence leave entitlements contained in the Agreement.

9. Staff at higher risk

9.1 Recognising the higher risk of COVID-19 faced by various groups of staff, the University will wherever possible facilitate periods of working from home beyond those mandated for this purpose for:

9.1.1 Aboriginal and Torres Strait Islander staff;

9.1.2 other staff in high risk groups (such as defined by Australian Government Department of Health).

9.2 In doing so, the University may ask for appropriate evidence from a registered health professional, in the case of clause 9.1.2.

10. Staff member performance evaluation

10.1 The University will take into account the impact of COVID-19 on the working environment and personal lives of all staff when undertaking any performance evaluation, or managing performance of any staff member.

11. Probationary staff

11.1 Probation targets will, where necessary, be adjusted to reflect any disruption caused by the impact of COVID-19. This can be initiated by either the staff member or the University. Any changes to targets must be agreed to by the staff member.

12. Recovery of expenses

- 12.1 Where a staff member has incurred costs to enable the staff member to perform their job role in response to the impact of COVID-19, the University will reimburse the staff member the full amount of the costs. This does not apply where the costs are unreasonable, unrelated to performing the staff member's job or would have been incurred by the staff member regardless of their role with the University.
- 12.2 The staff member should make reasonable attempts to obtain any necessary equipment from the University, or University approval prior to incurring any expenditure on work- related items. Approval will not be unreasonably refused.

13. Superannuation

- 13.1 Where any measure in this Schedule would result in a reduction in employer superannuation contributions than would otherwise be paid to the staff member if the Schedule was not in effect, the University will continue to make contributions as if the Schedule had never come into operation.
- 13.2 Subject to the Rules of the superannuation fund, a staff member who is a member of a defined benefit scheme will maintain member contributions in alignment with the contributions made by the University so as to maintain their service fraction and Benefit Salary.

PART 4: CHANGES TO CONDITIONS

14. Introduction

- 14.1 This Part allows the University, where the circumstances in the clause are met, to change the specified employment conditions, but only to the extent provided by the clause.

15. Change to duties

- 15.1 By giving two weeks' notice, the University may direct staff to temporarily undertake duties outside the scope of their classification and position description or expectations, so long as the duties are within the staff member's skill level and competency and it is safe to do so.
- 15.2 These may be higher-level or lower-level duties, but the staff member's pay will not be affected (including that any existing temporary higher-level appointment or higher level allowance is unaffected), subject to the requirement that a staff member shall not at any time be paid at a rate less than that which would apply to that work under the relevant Award.
- 15.3 The consultation and managing change provisions of the Agreement do not apply to these temporary assignments.
- 15.4 Where practicable, work which would otherwise be paid as overtime should be allocated to another staff member in order to make up a shortfall in the load of the latter staff member.

Academic workload

- 15.5 The existing academic workload clauses in the Agreement continue to apply, subject to the following.

15.6 To the extent that a staff member is unable to perform their research or other duties due to the impact of COVID-19, the University may allocate alternative work (including additional teaching work) to the staff member in order to make up a full workload allocation. The overall workload cap in the Agreement will continue to apply, but this might include re-arranging the academic staff member's workload for the year.

15.7 In addition to any procedural requirements contained in the Agreement, the University must discuss the alteration of the workload with sufficient time for the staff member to prepare for the change in workload allocation.

15.8 Any expectations in relation to research performance or output (as they relate to performance evaluation, or career progression, or promotion, or probation) must be adjusted to take account of any direction or reallocation made under this clause.

16. Staff member-initiated change to hours of work and leave

16.1 A staff member who is working from home may apply for one or more of the following flexible working arrangements:

16.1.1 a change to their start and finish times to suit their personal and/or family circumstances (any such staff member-initiated change will not attract overtime rates);

16.1.2 a reduction in fraction; and/or

16.1.3 purchase of extra leave with a consequent reduction in pay (that is, under clause 4.16.5 of the Agreement).

16.2 Any request by the staff member for one of the above flexible working arrangements will not be unreasonably refused by the University. The University must provide a written response to an application for a flexible working arrangement under clause 16.1 of this Schedule within five (5) working days, unless otherwise agreed.

16.3 The University and the staff member will agree upon the end date of a flexible working arrangement, which may be beyond the expiry of this Schedule.

16.4 A staff member whose fraction is reduced under this clause will have a commensurate reduction in workload.

17. Impact on service

17.1 A break in employment caused by the impact of COVID-19 shall not count as service for any purpose, but shall not constitute a break in service for any purpose.

PART 5: TEMPORARY CHANGES TO PAY

18. Introduction

18.1 This Part of this Schedule allows the University, where the circumstances in the clause are met, to change a staff member's pay.

19. Temporary reductions to salary and allowances

19.1 If the University is declared to be in Category A and remains in Category A, the University may implement any of the below to an amount equivalent to a maximum total of 10% of a staff member's salary in any given pay period:

19.1.1 postponement of the date of effect of pay rises (as outlined in clause 20);

19.1.2 removal of annual leave loading (as outlined in clause 21);

19.1.3 generalised purchased leave arrangement (as outlined in clause 22); and

19.1.4 temporary reduction in salary, to a maximum of 5% of the salary above \$30,000 (as outlined in clause 24).

19.2 If the University is declared to be in Category B and remains in Category B, the University may implement any of the below to an amount equivalent to a maximum total of 15% of a staff member's salary in any given pay period:

19.2.1 postponement of pay rises (as outlined in clause 20);

19.2.2 removal of annual leave loading (as outlined in clause 21);

19.2.3 generalised purchased leave arrangement (as outlined in clause 22); and

19.2.4 temporary reduction in pay, to a maximum of 10% of the salary above \$30,000 (as outlined in clause 24).

19.3 For the purpose of this Part, salary means salary and allowances or loadings (howsoever described) other than allowances that constitute a reimbursement of expenditure or are discretionary payments.

19.4 Any reduction in salary and allowances permitted by this Part is not subject to later retrospective payment for the period in which the reduction was in effect.

19.5 The comparator is against the salary of the given pay period the staff member would have received had this Schedule never come into effect.

20. Postponement of pay rises

20.1 This clause applies to any increase in salary or rate of pay due to a staff member pursuant to a term of the Agreement setting salaries generally for staff.

20.2 If the University is declared to be in Category A or Category B, then the University may postpone the date of effect of any increase under clause 20.1 above, to the first pay period which commences after the expiry of this Schedule or the first pay period which commences after the University is no longer in either category, whichever comes first.

20.3 This clause does not apply to casual staff.

21. Cancellation of leave loading

21.1 Clause 4.1.4 of the Agreement will not apply until 3 July 2021 being the first pay period which commences after the expiry of this Schedule.

21.2 For the purposes of clauses 19.1 and 19.2, the removal of the payment of annual leave loading will be regarded as a 1.35% reduction in salary in each pay period covered by the Schedule.

22. Purchased Leave Arrangements

- 22.1 The University may, on giving two (2) weeks' notice, direct a fixed term or continuing staff member to enter into a Purchased Leave Arrangement.
- 22.2 This clause does not apply to:
- 22.2.1 casual staff; or
 - 22.2.2 staff members when they are taking Maternity or Adoption Leave in accordance with clause 4.5 of the Agreement; or
 - 22.2.3 staff members who are temporarily incapacitated in accordance with clause 6.6 of the Agreement (UniSuper benefit); or
 - 22.2.4 a staff member who is on a period of extended leave without pay (greater than 1 month and no longer than 2 years); or
 - 22.2.5 a staff member employed after the Schedule came into effect; or
 - 22.2.6 a staff member whose fixed term contract ends prior to 18 December 2020.
- 22.3 A Purchased Leave Arrangement under this clause operates in addition to, and separate from, any Purchased Leave Arrangement under clause 4.16.5 of the Agreement.
- 22.4 For the purpose of implementing this clause, the University will direct a staff member to enter into a Purchased Leave Arrangement that requires them to purchase an additional 15 days' leave (110.25 hours) to be taken before 21 May 2021. This clause will apply to part-time staff members on a pro-rata basis.
- 22.5 Under the Purchased Leave Arrangement, staff will be required to take the additional leave during the specified University close down periods outlined in clause 23 of this Schedule.
- 22.6 In the event that a staff member cannot take the purchased leave during the close down periods due to operational requirements, as approved by the Executive Dean/Divisional Head, the staff member must nominate alternative substitute dates for the purchased leave to be taken before 21 May 2021.
- 22.7 Without limiting the operation of clause 31.1, a staff member who leaves the University prior to 21 May 2021, will have their final pay adjusted to either refund the amount of any purchased leave they have paid for but not yet taken or to deduct the amount of any purchased leave already taken but not yet paid for.
- 22.8 For academic staff, unless an alternative time is agreed under clause 4.1.6.2 of the Agreement, academic staff to whom clause 4.1.6 of the Agreement applies will be scheduled to take 20 days annual leave (pro rata for part-time staff) as follows:
- 22.8.1 Wednesday 30 December 2020 – Thursday 31 December 2020 (2 days); and
 - 22.8.2 Monday 11 January 2021 – Thursday 4 February 2021 (18 days).
- 22.9 A staff member who participates in the Purchased Leave Scheme under this Schedule will have a commensurate reduction in workload. For academics, this means that workload allocation will be adjusted. For the avoidance of doubt, there will be no requirement or expectation that staff taking purchased leave during Closedown Periods (or at some other agreed alternative time), will work while on leave or 'catch up' on the work that would otherwise be performed in that period.

23. Additional Closedown Periods

- 23.1 The close down periods under this clause operate in addition to and separate from the Christmas Closedown in clause 4.14 of the Agreement.
- 23.2 The University will close down for the following periods:
- 23.2.1 Friday 18 December 2020 to Thursday 24 December 2020;
- 23.2.2 Monday 4 January 2021 to Friday 8 January 2021; and
- 23.2.3 Monday 19 April 2021 to Friday 23 April 2021.
- 23.3 A staff member who does not participate in the Purchased Leave Arrangement in accordance with clause 22 may agree other arrangements with their supervisor. Other arrangements might include accessing other accrued leave, purchasing leave under clause 4.16.5 of the Agreement or taking leave without pay for some or all of the close down dates, or accessing annual leave, in advance of accruing that leave, of up to a total of five (5) days negative annual leave balance at any point in time.

24. Temporary salary reductions

- 24.1 Subject to the conditions set out in clause 19, the University may implement a generalised temporary salary reduction in accordance with this clause.
- 24.2 The University may implement, by giving two weeks' notice, a temporary reduction in pay in any given pay period of 3.5%, for which the first \$30,000 (per annum) shall be exempt. This will apply until the first pay period after the expiry of this Schedule or the first pay period after the University is no longer in either Category A or B, whichever comes first.
- 24.3 The salary reduction will not apply to a staff member:
- 24.3.1 while they are stood down; or
- 24.3.2 who is employed on a casual basis.
- 24.4 For the purposes of Clauses 19.1 and 19.2, the \$30,000 exempt amount shall be disregarded. For example, if a 3.5% salary reduction is imposed in accordance with clause 24.2 it will be regarded as a 3.5% reduction for the purposes of clauses 19.1 and 19.2 notwithstanding the 3.5% reduction doesn't apply to the \$30,000 exempt amount.

25. Extreme financial hardship

- 25.1 The University must allow for individual exceptional circumstances of extreme hardship.
- 25.2 Where a staff member would experience extreme hardship in individual exceptional circumstances as a result of the application of clauses 21, 22 or 24 they may make an application to the Executive Director of Human Resources or a nominee.
- 25.3 The application will specify the circumstances that are individual to the staff member and how they will result in extreme hardship. An application made in accordance with this clause will be considered expeditiously (but no more than seven (7) working days). If the University rejects an application, it must provide written reasons for their decision.

26. Implementation of measures under clauses 20 and 24

- 26.1 For the avoidance of doubt, where the University implements a measure under clause 20 or clause 24:
- 26.1.1 the salary rate prescribed by the Agreement and payable to an affected staff member shall be temporarily altered accordingly, and
 - 26.1.2 hourly rates payable to an affected staff member as overtime for professional staff and/or allowances in accordance with clauses 3.6, 3.7, 3.8, 3.9 and 3.10 of the Agreement will be calculated based on the temporarily altered salary rates.

27. Performance-based contract staff

- 27.1 Part 5 applies to staff on Senior Staff Contracts.

PART 6: DIRECTIONS TO TAKE LEAVE

28. Annual leave

- 28.1 The University may direct a staff member to take annual leave on two weeks' notice, but only in accordance with this clause, and if the direction is reasonable in all the circumstances.
- 28.2 The staff member is entitled to retain a minimum 10 days balance, unless the Agreement allows for a lower minimum balance to remain.
- 28.3 The leave must be taken at a time that is agreed, or otherwise commence no later than two months after the direction.
- 28.4 Leave will not be directed to be taken at a time when the staff member otherwise has unavoidable work obligations (e.g. grant applications).
- 28.5 Where leave is directed to be taken, the leave must be accounted for in workload that has been allocated, and performance expectations.
- 28.6 By agreement with the University, a staff member may choose to take an extended period of annual leave at a commensurately lower rate of pay (e.g. 20 days leave at half-pay, instead of 10 days leave at full-pay).

29. Long service leave

- 29.1 Subject to the application of the NES, the University may, on two weeks' notice direct a staff member to take long service leave in accordance with this clause, where the direction is reasonable in all the circumstances. This clause does not limit the University's capacity to otherwise direct the taking of long service leave under the Agreement.
- 29.2 If the University is declared to be in Category A, the University may direct a staff member to take long service leave to reduce their long service leave balance down to 65 working days.
- 29.3 If the University is declared to be in Category B, the University may direct a staff member to take long service leave to reduce their long service leave balance down to 45 working days.
- 29.4 The leave must be taken at a time that is agreed, or otherwise commence not later than two months after the direction.

- 29.5 Leave will not be directed to be taken at a time when the staff member otherwise has unavoidable work obligations (e.g. grant applications).
- 29.6 Where leave is directed to be taken, the leave must be accounted for in workload that has been allocated, and performance expectations.
- 29.7 By agreement with the University, a staff member may choose to take an extended period of long service leave at a commensurately lower rate of pay (e.g. 20 days leave at half-pay, instead of 10 days leave at full-pay).

PART 7: CHANGE MANAGEMENT

30. Change management

- 30.1 This clause does not apply to the temporary reassignment of duties under clause 15 or stand downs under clause 3 or change management processes commenced in accordance with the Agreement prior to the commencement of this Schedule.
- 30.2 Where a workplace change is proposed by the University, the CTMC will consider any proposed change and within five (5) working days, attempt to agree to a timeframe and process to consult with affected staff about the change.
- 30.3 In coming to agreement, the CTMC will take into account:
 - 30.3.1 any urgency created by the impact of COVID-19;
 - 30.3.2 the scale of the change (including, without limitation, the number and nature of staff who will be affected by the change, the level to which the affected staff will have their work arrangements changed, potential for job losses or loss of job or promotion opportunities).
- 30.4 If the CTMC cannot agree to a process and timeframe, the matter will be referred to the Arbitrator in accordance with the dispute settling clause 33.17.
- 30.5 Any consultation process determined under clause 30.2 or 30.4 above must involve the University providing information to the staff members and NTEU about the change, and invite the staff to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and the University must consider any views given by the staff about the impact of the change. An affected staff member must be able to appoint a representative for the purpose of the consultation. For a change to the staff member's regular roster or ordinary hours of work, the Agreement term will apply.

PART 8: TERMINATION OF EMPLOYMENT

31. Termination pay

- 31.1 Upon termination of employment for any reason whatsoever (whether during the operation of this Schedule or beyond its expiry), the staff member's final pay will be calculated as if this Schedule and any measures taken under it never had any effect (other than leave taken and the cancellation of annual leave loading).

32. Redundancy

- 32.1 During the life of this Schedule there will be no forced redundancies as a generalised cost-cutting measure which are not connected to a reduction in work.

- 32.2 Redundancies may only be made in accordance with this clause. Before any redundancy, consultation as contained in clause 30 must occur.

When a redundancy may occur

- 32.3 The University may only make staff involuntarily redundant in the following circumstances:
- 32.3.1 where the redundancy is due to the permanent abolition of a substantial work function (such as the abolition of a discipline) or closure of a campus, in accordance with clause 32.4 which results in the work no longer being required to be performed by anyone; or
- 32.3.2 where the redundancy is due to an insufficiency of work in a particular work unit or function and there is a surplus of staff, in accordance with clause 32.5.

Redundancy following permanent abolition of a substantial work function or campus closure

- 32.4 Where the University decides to permanently abolish a substantial work function (such as the abolition of a discipline) or close a campus the University must only make a staff member involuntarily redundant where:
- 32.4.1 the staff member's work is no longer required to be performed by anyone;
- 32.4.2 the University has sought to redeploy the staff member. In exploring redeployment, the University will ensure the staff member is made aware of all relevant vacancies and redeploy them to any position in the University that is appropriate to the skills and competencies of the staff member or which the staff member could perform at a satisfactory level within a reasonable time with appropriate training and support, provided that a staff member shall not be required to accept redeployment to a lower classification level. Where more than one redeployee is an applicant for a particular position, the University's existing merit-based selection procedures will apply in choosing between them. The redeployment period for exploring redeployment possibilities shall be a reasonable period, not less than any such period in the Agreement;
- 32.4.3 the University has explored with the staff member other measures that may be taken to avoid termination; and
- 32.4.4 the University must report the actions it has taken under this clause to the CTMC prior to issuing a notice of termination.

Redundancy where there is a permanent insufficiency of work in a particular work unit or function and there is a surplus of staff

- 32.5 Where there is a permanent insufficiency of work in a particular work unit or function and there is a surplus of staff, the University must only make a staff member involuntarily redundant where it has:
- 32.5.1 identified the number of surplus staff members;
- 32.5.2 offered a voluntary redundancy to all affected staff. The University must allow all those who volunteer to separate, unless the staff member has particular skills and/or experience such that they are essential to the operation of the particular work unit or function, or there are more people volunteering than the identified surplus (in which case then clause 32.5.3 will apply);
- 32.5.3 adopted fair and objective criteria for selection for redundancy where the University is required to select staff for involuntary redundancy, either as a result

of too few people volunteering or too many people volunteering;

32.5.4 sought to redeploy the staff member. In exploring redeployment, the University will ensure the staff member is made aware of all relevant vacancies and redeploy them to any position in the University that is appropriate to the skills and competencies of the staff member or which the staff member could perform at a satisfactory level within a reasonable time with appropriate training and support, provided that a staff member shall not be required to accept redeployment to a lower classification level. Where more than one redeployee is an applicant for a particular position, the University's existing merit-based selection procedures will apply in choosing between them. The redeployment period for exploring redeployment possibilities shall be a reasonable period, not less than any such period in the Agreement;

32.5.5 explored with the staff member other measures that may be taken to avoid termination; and

32.5.6 reported the actions it has taken under this clause to the CTMC prior to issuing a notice of termination.

32.5.7 Nothing in clause 32.5 shall prevent multiple units or functions being dealt with simultaneously.

Voluntary separation packages

32.6 At any time during the life of this Schedule, the University may make a general call for voluntary separations across the entire University or a substantial part based on occupation or organisational structure, or an early retirement scheme.

32.7 The University must allow all those who volunteer to separate, unless the staff member has particular skills and/or experience such that they are essential to the operation of the particular work unit or function.

Redundancy pay

32.8 This Schedule does not affect redundancy or like payments, or provisions relating to notice periods as governed by the Agreement.

PART 9: COMMITTEES

33. COVID-19 Temporary Measures Committee

33.1 This clause establishes the COVID-19 Temporary Measures Committee (the **CTMC**).

33.2 The CTMC shall consist of three nominees of the University and three nominees of NTEU.

33.3 The CTMC will meet as often as necessary to fulfil its functions as assigned in this Schedule.

33.4 The function of the CTMC are those assigned to it under the terms of this Schedule, and to:

33.4.1 be provided with information relevant to the operation of this Schedule;

33.4.2 oversee the implementation of the Schedule;

33.4.3 carry out its functions in relation to change proposals in accordance with clause 30;

33.4.4 deal with any dispute over a term of this Schedule or the application of this Schedule, in accordance with clause 33.13 to 33.16.

33.5 The CTMC is not empowered to deal with disputes about matters dealt with in Part 10 or which cost-saving measures the University may implement.

33.6 Nominees may be changed by providing written notice to the other members of the CTMC.

Information

33.7 There must be full information-sharing about matters relevant to the application of this Schedule (itself subject to arbitration), including any dispute about confidentiality. Where it is agreed (or arbitrated) that information is to be provided on a confidential basis, those confidences must be respected.

Agreement of the CTMC

33.8 An agreement of the CTMC is deemed to have been made on a majority view.

NTEU nominees

33.9 NTEU nominees on the CTMC who are University staff will have reasonable time release during working hours to carry out duties in relation to the implementation of this Schedule.

33.10 NTEU delegates will be allowed reasonable time during working hours to assist NTEU nominees in carrying out the role of the CTMC.

Communication

33.11 In addition to holding meetings with staff, members of the CTMC may consult by Email List with staff in an area affected by the implementation of measures provided by this Schedule. This consultation can occur by use of an Email List that is to be used solely for the purpose of ensuring that the terms of this Schedule are operating as intended.

33.12 Staff shall be entitled to be consulted during work times subject to specific operational requirements (e.g. lecture times), including by virtual/online meetings and other forms of workplace consultation.

Disputes

33.13 This clause governs:

33.13.1 any dispute in relation to a matter arising under this Schedule or in relation to the National Employment Standards as they relate to the operation of this Schedule;

33.13.2 a dispute about whether a dispute is about a matter arising under this Schedule.

- 33.14 These procedures shall apply to any dispute raised by a staff member, Union or the University to which the University is a party.

For the avoidance of doubt, the dispute settling clause of the Agreement shall not apply to a matter arising under this Schedule or in relation to the National Employment Standards as they apply to a matter governed by this Schedule.

- 33.15 Any dispute shall first be considered by the CTMC. The CTMC will attempt in good faith to resolve the dispute by attempting to achieve agreement. If the dispute is not resolved by the CTMC within 5 working days, the dispute may be referred by either party to an Arbitrator for resolution.
- 33.16 A staff member may appoint a Representative for the purpose of this dispute settling procedure.

Arbitration

- 33.17 Wherever this Schedule refers to a matter being arbitrated, it shall be arbitrated in accordance with clause 33.18 to 33.24.
- 33.18 By the commencement of this Schedule or soon after, the General Secretary of NTEU and the University shall agree on the members of an Arbitration Panel. Members of the Arbitration Panel must be independent of the University, staff and NTEU. The reasonable cost of the Arbitrator in each case shall be met by the University.
- 33.19 The Arbitrator shall be nominated from the Arbitration Panel, with the University and NTEU alternating nomination of the Arbitrator.
- 33.20 The dispute will be arbitrated in one of the following ways:
- 33.20.1 with agreement of the parties, an informal conference with the parties agreeing in advance to accept a recommendation of the Arbitrator; or
 - 33.20.2 with the agreement of the parties, by final offer arbitration; or
 - 33.20.3 by hearing.
- 33.21 Where the dispute is to be heard, the following apply:
- 33.21.1 the Arbitrator will decide all matters as quickly as possible having regard to equity, good conscience and the substantial merits of the case;
 - 33.21.2 the Arbitrator shall determine a fair and efficient procedure, ensuring procedural fairness (which may include production of information), having regard to clause 33.22;
 - 33.21.3 the CTMC may agree such other powers and procedures as may be necessary.
- 33.22 The dispute will be arbitrated within 5 working days of the referral to the Arbitrator (or such longer period if agreed by the parties to the dispute).

- 33.23 No person bound by the Agreement shall knowingly give false or misleading information or evidence to the Arbitrator.
- 33.24 Arbitration proceedings shall be conducted in public or private as determined by the Arbitrator. Arbitration decisions will be published and are not confidential. Brief reasons for decision shall be given, but not necessarily at the same time as giving the decision.

34. Expert Assessment Panel

- 34.1 Before accessing any cost-saving measures in Parts 4, 5 and 6 of this Schedule, available to a university in Category A or Category B, the University must satisfy the Expert Assessment Panel (**EAP**) that the relevant Category threshold referred to in Part 10 of this Schedule has been met, including by providing relevant internally-certified financial information and enrolment data. In making its submission to the EAP, the University will also demonstrate how the cost saving measures selected by the University are proportional to the financial impact and are necessary to avoid or minimise loss of job opportunities. The statement will indicate whether the University has identified and implemented other reasonable cost-saving measures and indicate the number of jobs preserved as a result. The cost saving measures to be considered by the University will be:
- 34.1.1 a cut in senior executive salaries higher than that borne by staff;
 - 34.1.2 reduction in capital works;
 - 34.1.3 reduction in travel;
 - 34.1.4 debt capabilities;
 - 34.1.5 drawing on cash reserves;
 - 34.1.6 drawing on investments.
- 34.2 The EAP consists of two nominees of AHEIA, two nominees of NTEU and an agreed independent Chair. As far as practicable, the nominees will remain the same throughout the term of this Schedule to ensure consistency for all participating universities. The members are nominees not representatives, given the function is to determine a question of fact.
- 34.3 The EAP will appoint an independent accountant to verify the figures provided and the methodology used to calculate them.
- 34.4 The role of the EAP is to consider the University submission and determine whether a Category threshold has been met. The EAP will act quickly and provide a draft decision to the University for comment further before confirming a decision which will be final.
- 34.5 The EAP's final report will be provided to the University and the NTEU and will outline whether the University has met the criteria for Category A or Category B, the measures in Part 5 of this Schedule that the University has indicated it intends to use, and the extent to which these measures are likely to protect jobs.

- 34.6 The EAP will conduct a review six monthly at the initiative of the University or the NTEU to determine whether the relevant Category threshold continues to be met, or at any other time if there is an extraordinary change to the University's financial situation. If the EAP determines that a University is no longer eligible to access particular cost saving measures the EAP will give reasonable notice to the University that it is not eligible to access those measures prospectively.
- 34.7 For the avoidance of doubt, the EAP cannot direct or require the University to adopt or not adopt any cost saving measure, either under this Schedule or otherwise.
- 34.8 All information provided by the University to the EAP is provided on a commercial in confidence basis.

PART 10: DETERMINING THRESHOLDS

35. Introduction

- 35.1 The University may access the cost-saving measures contained in Part 5 once the University has demonstrated to the EAP that it has met the threshold of the Category defined below.

36. Categories

- 36.1 The University is in Category A if the following metrics are met:
- 36.1.1 it can demonstrate a forecast reduction in total revenue between 5.0% and less than 10.0% (measured over a 12-month period against 2019 actuals); and
- 36.1.2 it has a core operating cash flow margin of greater than 3.0% and less than or equal to 6.0%; or
- 36.1.3 it meets one of the metrics as identified below as it relates to Category B.
- 36.2 The University is in Category B if the following metrics are met:
- 36.2.1 it can demonstrate a forecast reduction in total revenue of 10.0% or greater (measured over a 12-month period against 2019 actuals); and
- 36.2.2 it has a core operating cash flow margin of 3.0% or less.
- 36.3 For the purpose of this clause, the % total revenue reduction test is to be measured on a calendar actual year to date and forecast basis for 2020 and 2021 compared to 2019 full year total revenue actual result.
- 36.4 For the purpose of this clause, Core Operating Cash Flow Margin = Core Operating Cash Flow [1][2][3] / Revenue excluding non-core and non-cash revenue items [4][5]

Core Operating Cash Flow Margin Notes

[1] Core operating cash flow = Operating result excluding non-core items [2] + Depreciation + Interest/finance costs + Other non-cash items [3]

[2] Examples of non-core items to be excluded from operating result are capital grants, impact of significant one-off items.

[3] Examples of non-cash items to be excluded from operating result are unrealised gains/losses in investments, leave provisions, gain/loss on disposal of assets. If any non-cash

item has already been excluded from the operating result as a non-core item [2], do not exclude it here again (to prevent double counting).

[4] Example of non-core items reported in revenue and to be excluded from revenue is capital grants.

[5] Examples of non-cash items reported in revenue and to be excluded from revenue are unrealised gains/losses on investments, gains/losses on disposal of assets.

- 36.5 During the life of this Schedule, the University may move from one Category (or no category) to another Category (or no category) upon declaration of the EAP.

PART 11: INTERPRETATION

37. Interpretation

- 37.1 Headings are to be used as a guide to interpretation.
- 37.2 The purpose and aims set out in clause 1 provide the context for this Schedule, and all terms should be interpreted in that context.
- 37.3 Reference to the singular is a reference to the plural and vice versa.

38. Definitions

- 38.1 The following definitions apply to terms contained in this Schedule.

38.1.1 **Agreement:** the University of Adelaide Enterprise Agreement 2017-2021;

38.1.2 **Arbitrator:** person appointed under clause 33.19;

38.1.3 **Award:** either the *Higher Education Industry – Academic Staff – Award 2020* or *Higher Education Industry – Professional Staff – Award 2020*, as applicable;

38.1.4 **Category A:** see clause 36.1 of this Schedule;

38.1.5 **Category B:** see clause 36.2 of this Schedule;

38.1.6 **the impact of COVID-19:** events or circumstances directly caused by the COVID-19 crisis or indirectly, where COVID-19 was a substantial part of the cause;

38.1.7 **COVID-19 Temporary Measures Committee (or CTMC):** see clause 33 of this Schedule;

38.1.8 **Email List:** a bulk email address provided by the University which does not disclose the email addresses of individual staff members;

38.1.9 **Expert Assessment Panel (or EAP):** refer to clause 34 of this Schedule;

38.1.10 **FW Act:** the *Fair Work Act 2009* (Cth);

38.1.11 **Involuntary redundancy:** where the staff member has not accepted an offer of voluntary redundancy and is unable to be redeployed;

38.1.12 **Memorandum of Understanding:** the MOU signed by the NTEU and the University;

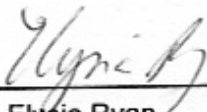
- 38.1.13 **NES:** is Part 2-2 of the FW Act;
- 38.1.14 **NTEU:** National Tertiary Education Industry Union;
- 38.1.15 **a Representative:** means a person nominated by choice (other than a person who is a practising legal practitioner), or a staff member of the University, or an officer or staff member of NTEU, or an officer or staff member of an employer association;
- 38.1.16 **the University:** the University of Adelaide;
- 38.1.17 **this Schedule:** this document, which has effect following approval by the Fair Work Commission;
- 38.1.18 **voluntary redundancy:** where staff members volunteer for redundancy;
- 38.1.19 **voluntary separation package:** a set of entitlements provided by the University consistent with the voluntary separation payments provided for in the Agreement or on the same terms as if the staff member was retrenched for redundancy, whichever is the greater;
- 38.1.20 **workplace change:** without derogating from the matters required to be considered under the Agreement, means a change to a staff member's roster or ordinary hours of work initiated by the University, or a major workplace change that is likely to have a significant effect on staff. **Significant effects** include:
- 38.1.20.1 termination of employment;
 - 38.1.20.2 changes to the composition, operation or size of the University's workforce or skills required of staff;
 - 38.1.20.3 elimination or diminution of job opportunities including opportunities for promotion or continuing employment;
 - 38.1.20.4 outsourcing of work; and
 - 38.1.20.5 restructuring and/or relocation of work units.

Significant effects do not include a temporary change to duties in accordance with clause 15.

Signed for and on behalf of

THE UNIVERSITY OF ADELAIDE

Adelaide, South Australia 5005

 21/8/20
Mrs Elysia Ryan
Executive Director, Human Resources

In the presence of

 21/8/20

Benjamin Ryan
Print name

Signed for and on behalf of

NATIONAL TERTIARY EDUCATION UNION

Level 1, 120 Clarendon Street, South Melbourne, Victoria 3205



07 / 09 / 2020

Mr Matthew McGowan
General Secretary

In the presence of



07 / 09 / 2020

Renee Veal

Print name



THE UNIVERSITY
of ADELAIDE

F: 2016/4230

Deputy President Masson
Fair Work Commission
11 Exhibition St
Melbourne VIC 3000

Email: member.assist@fwc.gov.au

13 February 2018

Dear Deputy President Masson

SUBJECT: AG2018/109 – Undertakings under section 190 of the Fair Work Act 2009 in relation to the University of Adelaide Enterprise Agreement 2017- 2021

The University of Adelaide gives the following undertakings while this Agreement is in operation:

1. The University undertakes, for the purposes of the NES and clause 4.1.1.2, that a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
2. The University undertakes that academic staff with less than 1 year's continuous service will be given at least 1 week's written notice of termination, or payment in lieu thereof.
3. The University undertakes that a staff member with at least 1 year but less than 2 years' service who, on redundancy, exhausts their transition period and extended notice period will be paid 4 weeks' redundancy pay.

Yours sincerely

Elysia Ryan
Director, Human Resources

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2020/2487

Applicant:

The University of Adelaide

Section 210 – Application for approval of a variation of an enterprise agreement

Undertaking – Section 212

I, Elysia Ryan, Executive Director, Human Resources, have the authority given to me by the University of Adelaide to give the following undertakings with respect to the application to vary the University of Adelaide Enterprise Agreement 2017-2021 ("Agreement"):

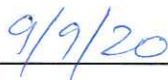
1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES) where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
2. In relation to employees covered by the *Educational Services (Post-Secondary Education) Award 2020*, who are engaged as casual teaching staff and who are required to perform non-teaching duties, the University will pay the award rate for non-teaching duties.
3. In relation to Security Officers, the University will employ any Security Officer only on a continuing or fixed-term basis whilst this Agreement is in operation.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

Elysia Ryan, Executive Director, Human Resources
The University of Adelaide



Date

Our Ref: 2016/4230

14 December 2017

Mr Grahame McCulloch
General Secretary
NTEU
PO Box 1323
South Melbourne VIC 3205

via email: gmcculloch@nteu.org.au

Dear Grahame

Re: Exchange of Letters – University of Adelaide Enterprise Agreement 2017 – 2021

I refer to the enterprise bargaining negotiations concluded on 18 September 2017.

As a part of enterprise bargaining between the University of Adelaide (University) and the National Tertiary Education Union (NTEU) resulting in the approval of the *University of Adelaide Enterprise Agreement 2017 - 2021* (Enterprise Agreement), the parties have agreed to an exchange of letters dealing with the operation of:

- i. Clause 1.3 - Interpretation - Institute Directors acting as Area Managers;
- ii. Clause 2.3.12 – Other Circumstances fixed term contract;
- iii. Clause 2.3.13 – Further Employment
- iv. Clause 3.7.7 – Higher Duties Allowance;
- v. Clause 7.9 – Technology Services On-Call Agreement;
- vi. Clause 8.3 – Internal Reviews;
- vii. Time Release for the NTEU Adelaide University Branch President and Secretary;

Institute Directors

Clause 1.3 of the Enterprise Agreement provides for a definition of 'Area Manager' which includes Institute Directors. The University and NTEU agree that Institute Directors acting as Area Managers under the Enterprise Agreement consists only of the Institutes named below and their respective Institute Directors (or their replacement):

- Environment Institute
- Robinson Institute
- Institute for Mineral and Energy Resources
- The Waite Research Institute
- Institute for Photonics and Advanced Sensing
- Institute for Machine Learning (from start of operation in 2018)

Other Circumstances Fixed Term Contract

The NTEU has agreed to approve the use of clause 2.3.12 for the purposes referred to in clause 2.3.12.3 without need for the approval process in clause 2.3.12.2.

Further Employment

The University and the NTEU agree that clause 2.3.13 does not apply to fixed term employment under clause 2.3.9, being employment on a Convertible Academic Employment Contract.

Higher Duties Allowance

The University agrees with the NTEU that in applying clause 3.7.7:

1. Professional staff will be appointed to the higher classified position where they have continuously performed the whole of the duties of the higher position (100% of the duties, employment fraction and responsibilities) for a period exceeding two years and no member of staff has a right to return to that position.
2. Where a professional staff member has continuously performed a portion of the duties of a higher position (less than 100% of the duties, employment fraction and responsibilities) for a period exceeding two years and no member of staff has a right to return to that position, they may make an application to be reclassified in accordance with clause 5.5 of the Enterprise Agreement.
3. Where a fixed term professional staff member has continuously performed the whole or part of the duties of a higher position for a period exceeding two years and no member of staff has a right to return to that position, they may make an application to be reclassified in accordance with clause 5.5 of the Enterprise Agreement in respect of the remainder of their contract.

Technology Services On-Call Agreement

Subject to the agreed incorporation of the change to the span of hours (clause 2.2.1.1) the University agrees to continue to apply the terms and conditions of the Modernised On-Call Overtime Agreement for University of Adelaide Technology Services (ITS On-Call Agreement) for Information Technology staff engaged in after-hours, overtime and on-call delivery of technology services.

Internal Reviewers

In accordance with clause 8.3, of the Enterprise Agreement, the University and NTEU agree to compile a list of internal University candidates (academic and professional) to form a pool of reviewers prior to the Enterprise Agreement coming into effect.

The University and NTEU agree that where a professional staff member seeks a review in relation to an application for professional staff reclassification pursuant to clause 5.5 of the Enterprise Agreement, a professional member should be appointed as the reviewer.

In the event a listed participant is no longer able to act as an Internal Reviewer, the University and NTEU may agree a replacement for that participant.

Time Release

The University agrees to provide the President of the NTEU – Adelaide University Branch, with paid time release comprising not more than 20% of their normal working hours for the sole purpose of undertaking NTEU related business (excluding all activities contributing to the

organisation of, coordination of, and participation in, industrial action pursuant to the Fair Work Act 2009).

Agreement between the parties

If the above is acceptable to the NTEU, I propose that this letter, together with your reply to the same effect, shall constitute an agreement between the University and the NTEU and shall come into effect at the date of your reply, but no earlier than the date of approval of the Enterprise Agreement by the Fair Work Commission. Further, this exchange of letters bringing about our agreement on the above matters will only be in effect until such time as the Enterprise Agreement is rescinded or replaced.

Yours sincerely

A handwritten signature in black ink, consisting of a series of fluid, overlapping strokes that form a stylized, elongated shape.

Professor Pascale Quester

Deputy Vice-Chancellor and Vice-President (Academic)



National Tertiary Education Union ABN 38 579 396 344
National Office, 1st floor, 120 Clarendon St
PO Box 1323, South Melbourne VIC 3205
phone 03 9254 1910 fax 03 9254 1915
email national@nteu.org.au www.nteu.org.au

15 December 2017

Professor Pascale Quester
Deputy Vice-Chancellor and Vice-President (Academic)
The University of Adelaide
SA 5005

Sent by email: pascale.quester@adelaide.edu.au

Dear Pascale,

Re: Exchange of Letters – University of Adelaide Enterprise Agreement 2017 -2021

I am writing in response to your letter of 14 December 2017. On behalf of the NTEU, I confirm acceptance of the undertakings outlined in the University's letter dated 14 December 2017.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Grahame McCulloch", with a stylized flourish at the end.

GRAHAME McCULLOCH
General Secretary