

Clause 6.6 – Incapacity

(Extract p.61-62 University of Adelaide Enterprise Agreement 2023-2025)

- 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 and President 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 and President, 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 and President 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.