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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 2014-2017 (Agreement). It will take effect from the date of approval by the Fair Work Commission and will remain in force until 31 March 2017.

Negotiations for a new Agreement will commence 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);
- 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 Fair Work Act 2009;
“Agreement”	means The University of Adelaide Enterprise Agreement 2014-2017;
“Area”	means a school, faculty, division or branch;
“Area Manager”	means Deputy Vice-Chancellors, Vice Presidents, Pro Vice-Chancellors, Executive Deans, Director Human Resources (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 censure or counselling; orb) demotion by one (1) or more classification levels or increments; or

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- c) withholding of an increment; or
 - d) suspension with or without pay; or
 - e) 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 classification rate of pay, and does not include incentive-based payments and bonuses, monetary allowances, overtime or penalty rates;
“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 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;
“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 (within the span of hours in this Agreement) to enable professional staff members to work on a full-time or fractional seasonal basis for a portion of a year, receiving salary payments averaged across the whole year, provided that the staff member will be eligible for overtime in the same manner as other staff 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 (a); and
- c) the arrangement is genuinely agreed to by the University and the staff member.

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- 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 Part-time employment

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

2.1.3 Fixed-term employment

- a) Fixed-term employment means employment for a specified term or ascertainable period, for which the contract of employment specifies the starting and finishing dates of that employment, or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire. A fixed-term contract is not terminable by the University, other than:
 - i. during a probationary period; or
 - ii. for unsatisfactory performance; or
 - iii. for serious misconduct.
- b) A fixed term staff member will have the same entitlements as would apply to a continuing staff member in an equivalent fraction.

2.1.4 Casual Employment

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

2.1.5 Senior Staff Contracts

If a staff member is classified at a level below that of a Senior Manager as defined, clause 2.1.5 will not apply to them.

If a staff member is employed in one (1) of the positions listed in 2.1.5 (a) they may, by mutual agreement, enter into a Senior Staff Contract with the University.

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

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

b) Where a Senior Staff Contract is entered into by mutual agreement, then the terms of this Agreement (other than this clause) will not apply to the employment of staff members employed in the positions listed above, 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.

If a staff member holds a continuing academic position with the University and the staff member is offered and accepts a Senior Staff Contract in accordance with this clause, the staff member will not be required to relinquish their underlying position.

2.1.6 Continuing Research Appointments

In this clause:

"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.

2.1.6.1 Eligibility

a) Subject to clause 2.1.6.1 (b) a staff member engaged in externally funded research, is eligible to apply for and be offered a Continuing Research Appointment where they:

- i. are 0.5 FTE or more;
- ii. 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
- iii. were employed through a competitive and open selection process, or have completed 10 years of service.

b) The University may, at its discretion, approve the staff member's application even though not all the eligibility criteria in clause 2.1.6.1 (a) have been met.

2.1.6.2 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;
- c) a report from the staff member's supervisor about the staff member's performance.

2.1.6.3 Refusal of Applications on Reasonable Grounds

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

- a) the criteria in clause 2.1.6.1 (a) are not satisfied;
- b) where 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.

2.1.6.4 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 2.1.6.7 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:

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- 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.

2.1.6.5 Termination of a Continuing Research Appointment

A Continuing Research Appointment may be terminated when:

- a) the external research funding that supports the position ceases or is insufficient; or
- b) 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
- c) termination is within the probation, unsatisfactory performance or disciplinary provisions of this Agreement.

If the staff member's employment is terminated under (a) and/or (b) 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 2.1.6.7.

2.1.6.6 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;
 - iii. Provisions applicable to staff members employed on fixed term employment as specified elsewhere in this Agreement.

2.1.6.7 Notice Periods and Severance

- a) Where a staff member's appointment is terminated in accordance with clause 2.1.6.5 (a) and (b) 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 out 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) weeks 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. is employed under a Senior Staff Contract;
- ii. resigned or declined an offer of further employment;
- iii. has obtained further employment within the University without the loss of accrued entitlements; or
- iv. 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 Hours of Work – Professional Staff Members

- a) 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 8.00am to 6.00pm.
- b) 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.
- c) 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 8 hours in any one (1) day.
Security Officers	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.

a) 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.

b) Hours of Work

- i. For each day travelling or working offshore, a staff member will be considered to have worked no more than 7 hours and 21 minutes in any one (1) day.
- ii. 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.
- iii. Travel, work and rest/recovery will be agreed and recorded in advance with the staff member's supervisor prior to departure.
- iv. 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.

c) Reimbursement of Expenses

- i. The University will meet reasonable, relevant expenses incurred by a staff member while travelling offshore on behalf of the University.
- ii. 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 that comes within the description of one (1) or more of the following circumstances:

2.3.1 The University will engage a staff member 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 2.1.4) unrelated to, or identifiably separate from, their normal duties.

2.3.1.1 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.

2.3.1.2 Senior Staff Contracts;

As defined in clause 2.1.5.

2.3.1.3 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.

2.3.1.4 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.

2.3.1.5 Recent professional practice;

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

2.3.1.6 Apprenticeship or traineeship;

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

2.3.1.7 Pre-retirement contract;

- a) 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.
- b) The appropriate Area Manager will have discretion as to whether the application is approved.
- c) A pre-retirement contract will not exceed three (3) years and the minimum loading payable will be 10%. The loading will be superannuable.
- d) 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.
- e) 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.

2.3.1.8 Fixed-term contract employment subsidiary to studentship;

- a) Where a person is enrolled as a student other than as a Higher Degree Research Fellow, 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 2.3.1, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:
 - i. 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
 - ii. 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
 - iii. a full-time student will not be offered a contract of more than 0.5 FTE fractional time.

2.3.1.9 Higher Degree Research Fellows;

- a) Fixed-term contracts for a maximum period of one (1) year may be provided for Higher Degree Research (HDR) candidates offered positions as HDR Fellows.

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- b) A postgraduate student of the University can apply to be appointed as an HDR candidate at the University. If they are enrolled on a full-time basis as an HDR candidate at the University, an offer of a fixed-term appointment as an HDR Fellow will normally be offered for a period of 12 months and may be renewed subject to satisfactory progress.
 - c) An HDR Fellow will be responsible to an academic supervisor and may perform up to six (6) hours per week of duties each semester (maximum two (2) semesters per annum) that include duties such as laboratory instruction and demonstrating; giving tutorials; assisting in field trips; assignment and exam marking; being available for student consultation; and giving lectures (not to exceed six (6) per semester).
 - d) Where teaching and related duties are required, a six (6) hour load should be considered as the equivalent of:
 - i. two (2) independent lectures or tutorial contact hours; or
 - ii. three (3) repeat tutorial contact hours; or
 - iii. six (6) laboratory contact hours.
 - e) An HDR Fellow, during the period of their appointment, will undertake appropriate training provided by the University, in consultation with the relevant supervising academic.
 - f) An HDR Fellow will not be employed for more than 0.5 FTE and will be paid at Level A, Step 1 on commencement.

2.3.1.10 Organisational change;

- a) Fixed-term employment may be offered to staff members in an identifiable work unit that:
 - i. 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;
 - ii. 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;
 - iii. experiences a sudden and unanticipated increase or decrease in enrolments; or
 - iv. 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.
- b) Fixed-term employment under categories 2.3.1.10 (a) (i) – (iii) 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.

- c) Fixed-term employment under category 2.3.1.10 (a) (iv) 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 2.3.2.2.

2.3.1.11 Teaching Fellowships;

a) Teaching Fellowships will:

- i. be full time, or part time;
- ii. have a duration of not less than twelve months and no more than three (3) years; and
- iii. may be allocated a workload of up to 75% teaching and teaching related duties.

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

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

- c) Teaching Fellowship positions will be appointed in accordance with the provisions of this clause, 2.3.1.11, and the appointments will be made on the basis of an open, competitive and merit-based selection process.

2.3.1.12 Other circumstances;

- a) 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.
- b) 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.

2.3.2 Further Employment

- 2.3.2.1 Before a staff member's contract expires, the University will advise them whether or not there is a continuing need for the position.

- 2.3.2.2 Where the University advises them that there is a continuing 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.

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- 2.3.2.3 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.

2.3.3 Notice Periods

- 2.3.3.1 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 2.3.1.1 or clause 2.3.1.3 of this Agreement, will be provided with 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

If a staff member is over the age of 45 years at the time the University gives them notice in accordance with this clause, and provided that they have at least two (2) years continuous service, they will be entitled to an additional week's notice.

- 2.3.3.2 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, 30 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. Where a Scholarly Teaching Fellow position is advertised before the end of 2015, preference will be given (all other things being equal) to any applicant with academic employment experience at this University.

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- 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 3, 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 promotion procedure following successful completion of a probationary period in accordance with clause 2.5.2 of the Agreement. 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.

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, by agreement, 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, position descriptions 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 Timing of Probation Meetings

1 st Probation meeting	As soon as possible after commencement.
2 nd Probation meeting	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 months	Six months
Continuing	Up to three 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.

2.5.2.2 Performance Review during Probation

- a) A staff member appointed to a continuing position will participate in at least two (2) performance reviews during any probationary period. One (1) review will be around midway and the second, 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 will be based on the relevant classification standards and the staff member's performance during the probationary period in the following categories, where relevant:
- Teaching (and related duties) - including evaluation by students and evidence of teaching expertise;
 - Research, scholarship and/or creative activity;
 - Administration and service to the University; and
 - Professional activity including service to the community.
- d) For an academic at level A, B, or C, the review must address (i) and (ii) and either (iii) or (iv). For levels D and E the review must address all categories.

2.5.2.3 Confirmation of Continuing Employment for Academic Staff (Tenure)

- a) Where an academic staff member appointed to a continuing position has been required to serve a period of probation, confirmation of their employment will occur 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.
- b) Prior to making a recommendation, the supervisor will 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.

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

2.5.2.4 Continuing Employment Not Confirmed

- a) Where 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. The Deputy Vice-Chancellor may seek disciplinary expertise in the relevant area, and may use a committee to provide advice and comparison on performance. Such a committee will not have decision-making authority in this process.
- c) Where 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;
 - iii. when the extension will take effect; and
 - iv. the staff member's right of appeal.
- d) If the staff member does not lodge an appeal within 10 working days from the date of receipt of the written advice, or if any appeal is unsuccessful, the extension will take effect as advised. In that event the process required under clause 2.5.2.3 (a) and (b) will be repeated at the end of the extended period.
- e) Where 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.
- f) 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, other than in the circumstances set out in clause 2.5.2.3 (c), the probation period will be extended for as long as is necessary to complete any decision-making or appeal process.

2.5.2.5 Academic staff on fixed-term contracts

- a) Where an academic staff member appointed on a fixed-term contract has been required to serve a period of probation, confirmation of their employment will occur if the Executive Dean for the relevant Faculty is satisfied that the

staff member fulfils the position requirements, after considering a recommendation from the staff member's supervisor.

- b) Where the Executive Dean considers that the employment of a staff member appointed on a fixed-term contract should not be confirmed, they may, before the expiry of the probation period, recommend to the Vice-Chancellor that the staff member's employment be terminated.
- c) If the employment is confirmed or if no recommendation for termination is made before the expiry of the probation period, the employment may continue until the end of the agreed term.

2.5.2.6 Termination of Employment during Probation

- a) Where termination of employment is recommended under clauses 2.5.2.4 (e) or 2.5.2.5 (b), the Deputy Vice-Chancellor will advise the staff member in writing of:
 - i. the recommendation, including any reasons put to the Vice-Chancellor; and
 - ii. the staff member's right of appeal.
- b) If the staff member does not lodge an appeal within 10 working days from the date of receipt of the proposed recommendation, or if any appeal is unsuccessful, the Vice-Chancellor will inform them in writing that their employment will be terminated.
- c) A staff member whose employment is terminated under clause 2.5.2.6 (b) 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.
- d) For the avoidance of doubt, a staff member's employment may be terminated under clause 2.5.2.6 (b) if they are unsuited to the position, either by reason of performance or conduct, or if any claims which they made in the selection process are found to be untrue or not substantiated by their performance in the position.
- e) 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.

2.5.2.7 Appeal

A staff member may, within 10 working days of receiving the advice in clause 2.5.2.4 (c) or 2.5.2.6 (a), seek a review by a Review and Appeals Committee in accordance with clause 8.3. The staff member must submit a written request outlining the reasons for the appeal and any relevant supporting documentation to the Deputy Vice-Chancellor.

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 or 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 or vilify or to maliciously damage the reputation of the University.

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

2.6.3 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

- a) Each academic staff member will be advised in writing of the position of their nominated supervisor.
- b) 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.
- c) Wherever possible, supervisors will be competent in the broad areas of expertise of the academics for whom they are responsible.
- d) The supervisor will receive appropriate training in academic staff assessment techniques.
- e) 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 a salary increase of:

- a) 1.5% to be paid on 24 January 2014
- b) 1.5% to be paid on 25 July 2014
- c) 3% to be paid on the first full pay period to commence on or after 18 September 2015
- d) 3% to be paid on the first full pay period to commence on or after 22 July 2016
- e) 3% to be paid on the first full pay period to commence on or after 31 March 2017

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 The University will:

- a) maintain superannuation contributions and arrangements in place as at the date this Agreement is approved by the Fair Work Commission.
- b) pay all casual staff members a minimum 9% employer superannuation contribution.

3.3.2 UniSuper will continue to be the sole fund for employer contributions for all current and new staff members except as provided for under the terms of its Trust Deed or the Deed of Covenant with the University or as provided for in clause 3.3.3.

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

3.3.4 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 3.3.2 and 3.3.3 of this Agreement.

3.4 SALARY PACKAGING

This clause does not apply to casual staff members and staff members with a fixed-term contract of less than 12 months.

- 3.4.1 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.
- 3.4.2 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.
- 3.4.3 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.
- 3.4.4 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.

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- 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 If a staff member and their supervisor agree, the staff member may take time off in lieu of the payment of overtime. Such time off will be calculated at the appropriate rate and be taken at a mutually agreed time.
- 3.6.10 Meal allowance will be paid in accordance with the rate prescribed by the Australian Taxation Office as varied from time to time:
- a) after completion of the ordinary hours of work (8.00am - 6.00pm) where work continues beyond 7.00pm; or
 - b) on a Saturday, Sunday or public holiday where overtime extends beyond a meal break providing a minimum of five (5) hours is worked; or
 - c) when a rostered shift continues for two (2) hours or more after the prescribed time for ceasing ordinary hours of duty.

3.7 HIGHER DUTIES ALLOWANCE

- 3.7.1 This clause does not apply to casual professional staff members and academic 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 security 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 8am, 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 10 pm 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.
Sunday shift – for shift work on a Sunday	An additional 100% for all time worked.
Public Holiday	An additional 150% for all time worked.

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

- a) 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).
- b) Time worked when a staff member is called out to work will include necessary travel to and from work.
- c) 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.
- d) If a staff member is on-call and travels to work as a result of being called out the staff member will be:
 - i. 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
 - ii. permitted to use a taxi at the University's expense to travel to and from the workplace; or
 - iii. permitted to use, when available, a University vehicle to travel to and from the workplace.
- e) If 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

- a) 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.
- b) 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

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

3.10 COURSE AND PROGRAM CO-ORDINATION

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.

Full Course Co-ordination by Level A Academic staff	A course, as set out in the University calendar, is made up of classes, lectures, practicals, tutorials or seminars. Full responsibility for planning and course co-ordination and ensuring its appropriate assessment. This may include arranging the use of physical facilities, resources and inputs from other staff 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. Payment will be no lower than the 6th increment of the Level A salary scale.
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 1st year feeder courses. Payment will be an allowance, which will be the difference between the staff member's salary and the 1st increment of the Level B salary scale.
Program Co-ordination by Level A and Level B staff	A program, as per the University calendar, is a specific set of courses presented as programs leading to an Award. This may be interpreted to include a major discipline strand or sequence within a designated Award. Full responsibility for the planning and co-ordination of the program and for ensuring its appropriate assessment. It involves the more complex curriculum and program matters and includes overall responsibility for program content and curriculum, managing student matters, co-ordination of staff members and arranging the use of facilities and resources. Payment will be an allowance, which will be the difference between their salary and the 1st level of the Level C salary scale. Such duties will not normally be required on a continuing basis i.e. greater than a one (1) year period.

3.11 CASUAL EMPLOYMENT

3.11.1 General Conditions

- a) 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.
- b) 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.
- c) 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.
- d) The minimum employer superannuation contribution for casual staff will be 9%.
- e) Casual staff members shall be eligible to apply for internally advertised University positions.
- f) Subject to operational needs, the University will use its best endeavours not to increase casual academic employment over the life of this Agreement.
- g) Upon the request of the NTEU, the University will advise the NTEU of the relevant figures for the previous year of Department of Employment reports as they relate to casual academic employment at the University.

3.11.2 Casual Academic Staff

a) Casual Academic Contracts

- i. 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.
- ii. A staff member will not be required to undertake any duties outside the start and end date of their contract.
- iii. 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.
- iv. A staff member may be contracted to deliver services at various levels of complexity.
- v. 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 Salaries.
- vi. 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 Salaries.

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- vii. If a staff member performs full course coordination they will be paid at the appropriate casual rate.

b) 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

- a) 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 8am – 6pm ordinary span of hours from Monday to Friday inclusive	15%
Saturday	25%
Sunday/Public Holidays	40%

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

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.

a) Eligibility for conversion

To be eligible for conversion:

- i. 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
- ii. 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
- iii. the staff member must have worked regular and systematic hours over the preceding 24 months.

b) Application for Conversion

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.

The staff member's application must be forwarded to the Area Manager, Head of School/Branch Manager or Unit Manager for approval.

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.

c) 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.

d) Refusal of an application

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

- i. 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).
- ii. 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.
- iii. 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.
- iv. The staff member has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person.
- v. The staff member does not meet the essential requirements of the position or 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).
- vi. 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).

- e) 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 been provided with 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.
- 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 and make a reasonable attempt to reach agreement with the staff member to repay the overpayment within a reasonable time.
- 3.12.4 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.
- 3.12.5 Where a staff member is leaving the University, the University may deduct the amount in full from the staff member's termination payments.

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 Preserved Salary Loadings for Clinical Responsibilities

Where a staff member was in receipt of a clinical loading in accordance with clause 3.14 of *The University of Adelaide Enterprise Agreement 2010-2013* but no longer satisfies the eligibility requirements to receive a clinical loading under this clause of this Agreement, the staff member shall continue to receive the loading to which they were previously entitled for as long as they continue to work in the position which gave rise to the entitlement.

3.14.2 Full Clinical Loading

A full clinical loading is payable to a staff member who is medically qualified in human medicine, and responsible for patient care, and who is appointed to an academic classification level B-E in one (1) of the following disciplines:

- a) Anaesthesia and Intensive Care;
- b) Pharmacology;
- c) Clinical Nursing;
- d) Public Health;

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- e) General Practice;
 - f) Medicine;
 - g) Obstetrics and Gynaecology;
 - h) Orthopaedics and Trauma;
 - i) Paediatrics;
 - j) Psychiatry;
 - k) Surgery.

3.14.3 Where a staff member is medically qualified in pre-clinical or para-clinical disciplines in human medicine (see clause 3.14.4 and clause 3.14.5) and provides a minimum of six (6) hours on average per week clinical services in South Australian teaching hospitals and where such services may be classified as primary determinants of human patient care and treatment, the Executive Dean of the Faculty of Health Sciences may determine that the staff member will be paid a full clinical loading.

3.14.4 Para-Clinical Loading

A para-clinical loading is payable to a staff member if:

- a) the staff member is medically qualified in human medicine; and
- b) the staff member is appointed to the level of lecturer and above in one (1) of the following disciplines:
 - i. Microbiology and Immunology;
 - ii. Pathology.

3.14.5 Pre-Clinical Loading

A pre-clinical loading is payable to a staff member if:

- a) the staff member is medically qualified in human medicine; and
- b) the staff member is appointed to the level of lecturer and above in one (1) of the following disciplines:
 - i. Anatomical Sciences;
 - ii. Biochemistry;
 - iii. Physiology;
 - iv. Genetics;
 - v. Psychology;
 - vi. Medical Learning and Teaching Unit.

3.14.6 Dental Loading

A dental loading is payable to a staff member if:

- a) the staff member is medically qualified in human dentistry; and
- b) the staff member has been appointed to a level of lecturer and above in the Faculty of Health Sciences or the School of Dentistry

3.14.7 A dental loading is also payable to a staff member if they are medically qualified in human dentistry and they are appointed to a level of lecturer and above in one (1) of the University disciplines set out in clause 3.14.2, and they are actively engaged in teaching to dental and/or medical students within the Faculty of Health Sciences.

3.14.8 NHMRC Salary Loadings

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

a) Full Medical Loading

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

b) Half Medical Loading

Half of the full medical loading is payable to a staff member if they are an NHMRC supported staff member with medical qualifications in human medicine who is responsible for patient care. This level of loading will be paid irrespective of the discipline in which the staff member works, or the nature of their duties.

c) Full Dental Loading

A dental loading is payable to a staff member if they are an NHMRC supported staff member with dental qualifications in human dentistry. This level of loading will be paid irrespective of the discipline in which the staff member works, or the nature of their duties.

3.14.9 Clinical and Dental Loadings

a) Schedule 1 of this Agreement sets out the clinical loadings for medically qualified (in human medicine) Professors, Associate Professors/Readers, Senior Lecturers and Lecturers employed in:

- i. a full clinical department in the Faculty of Health Sciences and responsible for patient care;
- ii. a para-clinical department in the Faculty of Health Sciences;
- iii. a pre-clinical department in the Faculty of Health Sciences.

b) Schedule 1 of this Agreement sets out the clinical loadings for medically qualified (in human dentistry) Professors, Associate Professors/Readers, Senior Lecturers and Lecturers employed in the Faculty of Health Sciences to teach medical or dental students.

c) Clinical loadings will be superannuable and will be paid to the staff member during periods of study leave, annual leave, personal leave and long service leave.

4. LEAVE AND CONDITIONS

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

Casual staff members may be eligible to access unpaid leave and accrue long service leave.

4.1 ANNUAL LEAVE

Entitlement to Annual Leave

4.1.1 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.

4.1.2 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.

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

4.1.4 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.

4.1.5 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.

4.1.6 Annual Leave Loading

a) A staff member will be entitled to payment of an annual leave loading of 17½% 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.

b) 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.

4.1.7 Management of Annual Leave

- a) 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.
- b) A staff member who has accrued in excess of 35 days annual leave (40 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 35 days (40 days for shift workers).
- c) If for operational reasons a staff member's excess annual leave balance cannot be reduced to 35 days (or 40 days for shift workers) by taking the leave immediately following the three (3) month notice period given under clause 4.1.7 (b) 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.
- d) Before being required to take annual leave under clause 4.1.7 (b), a staff member must have been:
 - i. 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
 - ii. 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.

4.2 PERSONAL LEAVE

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

4.2.1 Personal Leave is available:

- a) because a staff member is 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 (excluding casual staff)

- a) 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.
- b) If a staff member is unable to attend work due to personal illness or injury they must:

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- i. 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
 - ii. 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
 - iii. complete the required process to record any absence taken.
 - c) 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.
 - d) 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.
 - e) 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 (including casual staff)

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.

4.2.4 Taking Unpaid Carer's Leave

- a) A staff member may take unpaid carer's leave if the leave is taken to provide care or support as mentioned in clause 4.2.3.
- b) A staff member may take unpaid carer's leave as:
 - i. a single continuous period of up to two (2) days; or
 - ii. any separate periods to which the staff member and their supervisor agree.
- c) A staff member cannot take unpaid carer's leave if they could instead take paid personal leave.

4.3 COMPASSIONATE LEAVE

- 4.3.1 Staff members (excluding casual staff) 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 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.

4.3.5 Unpaid Compassionate Leave (including casual staff)

- a) Staff members are entitled to a maximum of three (3) unpaid days of compassionate leave for each occasion when a member of their family, or a member of their household:
 - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - ii. sustains a personal injury that poses a serious threat to his or her life; or
 - iii. dies.
- b) A staff member may take unpaid compassionate leave if the leave is taken:
 - i. 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
 - ii. after the death of a member of the staff member's family or household.
- c) A staff member may take unpaid compassionate leave as:
 - i. a single continuous period of three (3) days; or
 - ii. three (3) separate periods of one (1) day each; or
 - iii. any separate periods to which the staff member and their supervisor agree.

4.3.6 Notice

If a staff member intends to apply for compassionate leave they must 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.

4.3.7 Evidence

If a staff member accesses compassionate leave as described in clause 4.3, the staff member is required to provide a medical certificate from a registered health practitioner, or a statutory declaration or other documentation that is acceptable to the University.

4.4 FAMILY VIOLENCE LEAVE

- a) 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.
- b) 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.
- c) Leave for staff members experiencing Family Violence;

A staff member experiencing family violence may make an application for;

- i. Special paid leave of up to three (3) days per calendar year as set out in clause 4.8 of this Agreement; and where necessary
 - ii. additional paid leave of up to two (2) days per calendar year; for the purposes of attending medical appointments, legal proceedings, seeking safe housing or other activities related to dealing with family violence.
- d) 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.
- e) 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

To be eligible to make a request for paid parental leave 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.

4.5.2 Payment

- a) The staff member will be paid at the ordinary rate of pay they received on the last day of duty prior to commencing paid maternity/adoption/special paid parental leave.
- b) The staff member may apply to take paid maternity/adoption/special paid parental leave at half pay.
- c) 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 accordance with clause 4.5.6 (b) (iii), of this Agreement.

- d) If a staff member resigns or their 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.

4.5.3 Superannuation

- a) The University will continue to pay employer contributions during the period of paid leave.
- b) 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.

4.5.4 Continuity of Service

- a) Any period of paid maternity/adoption/special paid parental leave will count as service with the University.
- b) 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.

4.5.5 Return to Duty

- a) When a staff member returns to duty after absence on maternity/adoption/special paid parental leave, the staff member will have the right to return to the position they occupied immediately prior to taking such leave unless clause 4.5.5 (f) applies.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) Should a bona fide restructuring of an area be likely to affect the staff member's position while they are on maternity/adoption/special paid parental leave, the staff member's rights will be the same as though they were occupying the position at the time.

4.5.6 Paid Maternity Leave

a) Eligibility

- i. To be eligible for paid maternity leave a staff member must have been employed by the University for a continuous period of not less than one (1) year prior to the expected date of birth.
- ii. Employment will be considered continuous for the purposes of eligibility for maternity leave where breaks in service do not exceed eight (8) weeks.
- iii. If a staff member is a part-time member of staff, they are entitled to paid maternity leave based on the staff member's pro-rata rate.
- iv. If a staff member has been employed by the University for a continuous period of less than one (1) year prior to the expected date of birth, the staff member will be entitled to leave without pay.

b) Entitlement

- i. Subject to satisfying the eligibility requirements, a staff member is entitled to 26 weeks paid maternity leave.
- ii. If a staff member has a medically defined late pregnancy miscarriage or stillbirth the staff member will be entitled to seven (7) weeks paid maternity leave.
- iii. If a staff member is on a period of paid maternity 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.

c) Requirements

- i. A minimum period of 14 weeks paid leave must be taken, subject to step (ii), (iii) and iv) below.
- ii. A staff member must commence their maternity leave within the six (6) weeks leading up to the expected date of birth.
- iii. A medical certificate of fitness for work from a registered medical practitioner or a certified midwife must be provided if the staff member wishes to remain at work within the two (2) weeks prior to the expected date of birth or recommence duties within the first eight (8) weeks after the birth.

4.5.7 Paid Adoption Leave

a) Eligibility

- i. To be eligible for paid adoption leave, a staff member must have been employed by the University for a continuous period of not less than one (1) year prior to the expected date of placement; and be adopting a child of five (5) years of age or less and identified as the primary caregiver.
- ii. Employment will be considered continuous for the purposes of eligibility for adoption leave where breaks in service do not exceed eight (8) weeks.

b) Entitlement

- i. Subject to satisfying the eligibility requirements, a staff member is entitled to 26 weeks paid adoption leave.

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- ii. Adoption-related leave must start on the day of placement of the child.

4.5.8 Special Paid Parental Leave

An eligible staff member may apply to their Head of School (or functional equivalent) for special paid parental leave.

a) Eligibility

- i. To be eligible to apply for special paid parental leave a staff member must be the primary caregiver of a child of one (1) year of age or less in circumstances that do not entitle the staff member to paid maternity leave or paid adoption leave as set out above; and have been employed by the University for a continuous period of not less than one (1) year prior to becoming the primary caregiver of the child.
- ii. Employment will be considered continuous for the purposes of eligibility for special paid parental leave where breaks in service do not exceed eight (8) weeks.

b) Entitlement

- i. The entitlement to special paid parental leave will be the same as the entitlement to paid adoption leave, that is, 26 weeks paid leave.
- ii. Special paid parental leave may not commence prior to the date the staff member becomes the primary caregiver of the child, unless the Head of School (or functional equivalent) agrees to an earlier date.

c) Application

A staff member's application must state their case in order for the Head of School (or functional equivalent) to fully understand the circumstances which give rise to the staff member being the primary carer of a child of one (1) year of age or less.

4.5.9 Shared Paid Parental Leave

a) Eligibility

To share an entitlement for paid parental leave a staff member must:

- i. be part of an employee couple. An employee couple is defined as two (2) employees who are either the spouse or de facto partner of the other; and
- ii. have satisfied the eligibility requirements as set out for paid maternity leave or paid adoption leave; and
- iii. fulfil the requirements as set out in clause 4.5.9 (b).

b) Requirements

If two (2) staff members are an employee couple and each of them intends to share the paid parental leave benefits, the following requirements apply:

- i. The first 14 weeks of paid maternity leave/paid adoption leave (first period of leave) must be taken by the birth mother or in the case of paid adoption leave, the primary caregiver;
- ii. The other staff member's period of leave must start immediately after the end of the first period of leave;

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- iii. Each staff member must take the leave separately in a single continuous period;
 - iv. Concurrent partner leave as set out in clause 4.5.11 may be taken concurrently within the first period of leave.

c) Evidence

A staff member's supervisor may require them to provide evidence as follows:

- i. If the leave is birth-related – the date of birth, or the expected date of birth, of the child; or
- ii. If the leave is adoption-related – the day of placement, or the expected day of placement, of the child; and
- iii. That the child is, or will be, under school age as at the day of placement, or the expected day of placement, of the child.

4.5.10 Return to Work Bonus

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

a) Academic Staff

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

b) Professional Staff

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

4.5.11 Concurrent Partner Leave

a) Eligibility

To apply for concurrent partner leave an eligible staff member;

- i. must be:
 - the biological father of the child; or
 - the partner of the birth mother; or
 - an adopting parent; or
 - the partner of an adopting parent; or
 - the parent in a surrogacy arrangement; or
 - the partner of a parent in a surrogacy arrangement; or

- the same sex partner of the child's birth mother, biological father or adopting parent; and

ii. must not be the primary caregiver of the child.

b) Entitlement

Concurrent partner leave entitles a staff member to:

- i. up to 10 days paid leave and
- ii. up to six (6) weeks unpaid leave (i.e.eight (8) weeks in total);

c) Taking Leave

- i. At least 10 weeks before taking concurrent partner leave (for the first time when the staff member is taking separate periods of concurrent leave) or if that is not practicable, as soon as practicable, the staff member must submit a certificate from a registered medical practitioner of their partner's pregnancy or the birth of the child, or a certificate of adoption and outline the specific dates/periods on which the staff member seeks to take leave.
- ii. Concurrent partner leave must not start before the date of birth of the child (if the leave is birth related) or the day of placement of the child (if the leave is adoption related).
- iii. Concurrent partner leave must be taken at the same time as the staff member's partner takes paid maternity/ adoption leave.
- iv. A staff member may take up to 10 days paid concurrent leave in single days in a regular and systematic pattern over a period of 10 consecutive weeks provided that all paid concurrent leave is taken within three (3) months of the birth or adoption of the child.
- v. After the staff member has taken all paid concurrent partner leave they may take unpaid concurrent partner leave in periods of not less than two (2) weeks at a time.
- vi. All unpaid concurrent partner leave must be taken within 12 months of the birth or adoption of the child.
- vii. A staff member who is not the primary caregiver of the child but who,after taking concurrent partner leave, becomes the primary caregiver of the child may apply to take unpaid parental leave. Unless extended under clause 4.5.12 (d), the total aggregate of paid and unpaid concurrent partner leave and parental leave must not exceed 52 weeks.

viii. The entitlement to leave is not cumulative.

4.5.12 Unpaid Parental Leave

a) Eligibility

To be eligible for unpaid parental leave, a staff member must have, or will have, completed at least one (1) years continuous service with the University immediately before:

- i. the date of birth, or the expected date of birth, of the child (if the leave is birth-related); or
- ii. the day of placement, or the expected day of placement, of a child under school age (if the leave is adoption-related).

b) Entitlement

Subject to meeting the eligibility criteria a staff member will be entitled to 12 months unpaid parental leave if:

- i. the leave is associated with:
 - the birth of a child, being a child who is born to the staff member or their spouse or de facto partner; or
 - the placement of a child with the staff member for adoption; and
- ii. the staff member has or will have responsibility for the care of the child.

c) Notice

- i. The staff member must provide their supervisor with at least 10 weeks written notice of their intention to take unpaid parental leave.
- ii. The notice must specify the intended start and end dates of the leave.

d) Extending the Period of Unpaid Parental Leave

- i. A staff member may make a request for their supervisor to agree to an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the unpaid parental leave period.
- ii. Where paid parental leave has also been used, the total aggregate period of leave (that is paid and unpaid) must not exceed 104 weeks.
- iii. The request for an extension must be in writing, and must be given to the supervisor at least four (4) weeks before the end of the unpaid parental leave period.

4.5.13 Unpaid Pre-Adoption Leave

a) Requirements

- i. A staff member may access unpaid pre-adoption leave if they do not have any other leave available to them.
- ii. The staff member must provide their supervisor with notice of their intention to take this leave as soon as practicable.
- iii. Staff member may be entitled to up to two (2) days unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the staff member's adoption of a child. The staff member's supervisor may request evidence that the leave taken is to attend an interview or examination.
- iv. Unpaid pre-adoption leave must be taken either as a single continuous period of up to two (2) days or in separate periods as agreed with the staff member's supervisor.

4.5.14 Unpaid special maternity leave

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

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

4.5.15 Transfer to an alternative position because of illness or hazard

- a) This clause, 4.5.15, 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:
 - i. illness, or risks, arising out of their pregnancy; or
 - ii. hazards connected with that position.
- b) 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:
 - i. 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
 - ii. if there is no appropriate safe job available—the staff member will be entitled to take no safe job leave for the risk period.
- c) 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:
 - i. 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
 - ii. are employed on a fixed term or continuing basis; or
 - iii. 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.
- d) An 'appropriate safe job' is defined in the National Employment Standards, of the Fair Work Act 2009.

4.5.16 Return to work guarantee

On finishing unpaid parental leave, a staff member will be entitled to return to:

- a) their pre-parental leave position; or
- b) if that position no longer exists, an equivalent position for which they are qualified.

4.6 COMMUNITY SERVICE LEAVE

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

Community service leave includes:

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

4.6.1 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

- a) 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.
- b) The University will grant one (1) day of paid leave as recovery per emergency.
- c) Voluntary emergency management leave may be granted if:
 - i. the staff member is a member of, or has a member-like association with, a recognised emergency management body; and
 - ii. where requested by the University, the staff member can provide documentary evidence of their membership, training requirements and call-outs attended.
- d) A once-off 10 days paid leave will be provided for training with a recognised emergency management body.
- e) In this clause, 'emergency management body' means a recognised emergency management body as defined in the *Fair Work Act 2009*.

4.6.4 Notice and evidence requirements

- a) If a staff member seeks to access community service leave as described in this clause they must give their supervisor notice of their absence.
- b) The notice:
 - i. 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
 - ii. must advise the staff member's supervisor of the period, or expected period, of the absence.
- c) 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

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

- 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.

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- 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 leave without pay 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

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

- 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

This clause applies to all staff members other than casuals.

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- 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

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

- 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

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) Where a staff member has accumulated a long service leave entitlement in excess of 90 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:
 - i. the staff member's supervisor gives the staff member at least six (6) months

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- written notice of the date on which leave must commence;
 - ii. the staff member is not required to take long service leave within two (2) years of the notified date of their intended retirement;
 - iii. 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.
- f) 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 Leave

- a) Payment during long service leave will be at the staff member's ordinary rate of pay.
- b) 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.
- c) 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.
- d) A staff member may take long service leave at half pay for not less than two (2) working days.
- e) Staff members will not undertake any paid employment during any period of long service leave.

4.11.5 Payment in Lieu of 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

- a) The University will recognise and grant credit for all previous continuous paid full-time and part-time service with another Australian University.
- b) The University may recognise previous continuous paid full-time and part-time service with other employers by negotiation between the staff member and the University at the time of the staff member's appointment.
- c) Recognition by the University of prior service is subject to the following provisions:
 - i. Service between another organisation and the University is unbroken. Service is considered unbroken where there is a break in employment between organisations of no more than two (2) months.
 - ii. Service which has been paid out by another organisation will be recognised but accrued entitlements from this service will not be credited towards the staff member's leave balance.
 - iii. 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.
 - iv. 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.
- d) The entitlement to recognised periods of service in prior employment as set out in clause 4.11.6 (a) 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 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 applies to all staff members other than casuals.

- 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 Years 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. Only one (1) voluntary flexible work arrangement can apply at any time.

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

- a) 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.
- b) Flexible work arrangements will only be available where operational requirements allow. A voluntary flexible work arrangement must be documented and include a review period at least every 12 months.
- c) The staff member or the University may initiate termination of a flexible work arrangement in writing in accordance with clause 4.15.9.
- d) All leave entitlements that accrue during the term a staff member participates in a voluntary flexible work arrangement will be paid on a pro rata basis, with reduced payment for accrued leave but not a reduction in the period of leave.
- e) 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 requests for accommodating 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:

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- 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

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

- a) Either the staff member or the University may initiate in writing the termination of a flexible work arrangement with at least the following 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

- b) If the voluntary flexible working arrangement is to support caring responsibilities, the University will give genuine consideration to a longer notice period.
- c) If a 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).
- d) 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.
- e) Staff members may seek a review through the Staff Complaints Policy (as amended) if a voluntary flexible work arrangement is not approved.

4.16 VOLUNTARY FLEXIBLE WORK ARRANGEMENTS: OPPORTUNITIES

4.16.1 Reduced Employment Fraction

- a) 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.
- b) A reduction for which the fraction of a staff member is employed will be for an agreed period of time.
- c) 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

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 members 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.

4.16.3 Conditions for Reduced Hours – Care Of Child

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- 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.

4.16.4 Return to Full-Time Work and Extension of Period of Reduced Hours

- a) 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.
- b) 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.
- c) 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 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.

4.16.6 Purchased Leave Arrangements

- a) 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.
- b) The additional leave must be taken within a 12 month period in return for a pro-rata reduction in the staff member's salary.
- c) 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.

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- d) At the time of application, the staff member must nominate the actual dates intended to be taken as purchased leave.
 - e) 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.
 - f) Leave must be purchased and booked in weeks with a minimum of one-week blocks.
 - g) All leave entitlements that accrue during the term a staff member participates in a purchased leave arrangement will be paid on a pro rata basis, with reduced payment for accrued leave but not a reduction in the period of leave.

4.16.7 Compressed Weeks

Compressed weeks allow a 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.

- a) The only compressed weeks arrangement available is for the purpose of working a nine-day fortnight.
- b) The maximum number of work hours per day permissible in a compressed weeks arrangement is 9.5 hours.
- c) Each compressed weeks arrangement is to be initiated for a trial period of up to six (6) months. If the trial is successful, the compressed weeks arrangements can be extended to 12 month periods.
- d) 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:
 - i. specified start, finish and break times for the duty days; or
 - ii. a specified bandwidth and core time, with a set number of hours to be worked on each duty day; or
 - iii. a specified bandwidth, core time, and/or required attendance time(s), with the number of hours to be worked specified for individual duty days.
- e) Where the arrangements provide flexibility in start and finish times, the agreement may also specify:
 - i. a set core time; and/or
 - ii. required attendance time on one (1) or more of the duty days.

4.16.8 Compressed Weeks and Overtime

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

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- c) 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.

4.16.9 Compressed Weeks and 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.

4.16.10 Compressed Weeks: Public Holidays and Annual Leave

- a) 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.
- b) 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.

4.16.11 Compressed Weeks and 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:

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.

If the staff member is sick on their nominated non-duty day, then no personal leave is recorded for that day.

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 PERFORMANCE DEVELOPMENT

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

5.1.1 Career Development for Professional Staff

- a) 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.
- b) Staff members will be assisted in their ongoing development through 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 establish 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

- a) The University will establish 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.
- b) The University will encourage managers to use staff secondments to provide development opportunities for professional staff.

5.1.4 Professional Staff Development Scholarship Scheme

- a) The University will establish a professional staff development scholarship scheme available in each Faculty and Division from 1 January 2015.
- b) The University will consult with the Joint Consultative Committee on the terms of reference and criteria for the professional staff development scholarship scheme.
- c) The professional staff development scholarship scheme may be used for, but not limited to, programs and activities such as courses of study, workshops, training programs and conference attendance.
- d) 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)

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

5.2.2 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.

5.2.3 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.

5.2.4 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

- a) All academic staff members (other than casuals) are eligible to apply for promotion when they believe they have achieved a quality of performance appropriate to the level sought.
- b) If 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, Assessment Process and Appeal

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

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- d) professional activity including service to the community.

5.3.3 Applying for Special Consideration

- a) 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.
- b) An applicant for promotion requesting Special Consideration must address two (2) categories:
 - i. One (1) must be chosen from the categories of
 - Teaching (and related duties) including supervision, and
 - Research, scholarship and creative activity; and
 - ii. One (1) must be chosen from the categories of:
 - Administration, service and leadership in the University; and
 - Professional activity including service to the community.

5.3.4 Promotion Assessment Process

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

5.3.5 Appeal

If a staff member's application for promotion is unsuccessful, they may seek a review of the decision in accordance with clause 8.3.

5.4 WORKLOADS

5.4.1 These principles apply to all staff members.

- a) The University is committed to:
 - i. 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;
 - ii. providing an opportunity for staff members to be involved in the process of workload allocation; and

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- iii. a transparent process of work allocation that is generally supported by staff in the work unit; and
 - iv. 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.
- b) A staff member's workload will be determined on a fair, transparent and consultative basis taking into consideration:
- i. the level of appointment and time fraction;
 - ii. the need to establish a career if they are an early career academic member of staff;
 - iii. the importance of maintaining an appropriate balance between work and family life;
 - iv. their strengths in relation to their discipline or work area;
 - v. the stage of their academic career or academic profile.

5.4.2 Professional Staff Workloads

- a) Workloads should be discussed as part of Planning, Development and Review.
- i. 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.
 - ii. 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.
 - iii. If after the examination set out in clause 5.4.2 (a) (ii) 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.
- b) 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

- a) 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.
- b) Academic workload consists of four (4) major components
- i. teaching (and related duties), including supervision;
 - ii. research, scholarship and creative activity;
 - iii. administration, service and leadership in the University; and
 - iv. professional activity including service to the community.
- c) The University recognises 1725 hours per annum as the maximum annual allocated hours.

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- d) 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.
 - e) The development of workload models and the allocation of workloads will take into account, where applicable:
 - i. modes of delivery, including, for example, face-to-face teaching, online learning and blended learning;
 - ii. the level of courses taught;
 - iii. preparation for teaching, curriculum development and the development of course materials;
 - iv. assessment of student work;
 - v. supervision and mentoring of staff and students, including required attendance at classes or meetings;
 - vi. the number of students taught, and/or assessed;
 - vii. the times at which teaching commitments are scheduled and the need for any travel to or from those commitments;
 - viii. research, scholarship and creative activity;
 - ix. professional activity, including service to the community; administration, service and leadership to the University;
 - x. overall workloads.

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

- f) 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

- a) Each School will, by no later than one (1) year after the commencement of this Agreement, develop and implement 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.
- b) 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.
- c) Academic workload models will have the following objectives:
 - i. 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;
 - ii. Organisation and allocation of work that minimises, as far as practical, the risk of work-related injury or illness, including work-related stress.

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- d) 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.
 - e) 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

- a) An academic supervisor will allocate a workload to each academic staff member, having regard to:
 - i. the alignment of the staff member's individual contribution to the strategic and operational priorities of the School, Faculty and/or the University;
 - ii. 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;
 - iii. the staff member's appointment and time fraction;
 - iv. the staff member's possible need to establish their career as an early career academic;
 - v. the importance of maintaining a balance between work and family life;
 - vi. the annual working hours specified in this Agreement;
 - vii. 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.
- b) 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.
- c) Subject to clause 5.4.5 (e) each academic staff member (other than one classified as research only under schedule 6) will be allocated work by their supervisor according to the following main areas of academic work:
 - i. Teaching and related duties, including supervision – 40%, or a figure within a band of 20% to 60%;
 - ii. Research, Scholarship and Creative Activity – 40% or a figure within a band of 20% to 60%;
 - iii. Administration, professional activity, and/or community engagement – 20%, or a figure within a band of 10% to 40%.
- d) For a Teaching Fellow engaged under clause 2.3.1.11, 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.
- e) A staff member's workload allocation under clause 5.4.5 (c) or 5.4.5 (d) must total 100% for the three (3) areas of work.

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- f) A staff member may be allocated work outside the bands set out in clause 5.4.5 (c), 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.
 - g) 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.

A staff member should not experience an overall increase in workload as a result of participation in the teaching of intensive courses.

- h) The Head of School will;
 - i. make the academic workload model for a School or Discipline available to the relevant staff members covered by the model; and
 - ii. 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
 - iii. 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

- a) 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.
- b) 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 of this Agreement.

5.5 CLASSIFICATION REVIEW

This clause only applies to professional staff members.

5.5.1 A professional staff member or their supervisor may apply for a review of the classification of the position that they occupy if they believe that the work value of the position has substantially changed.

5.5.2 The following principles apply to classification 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.

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- 5.5.3 Human Resources will assess, by reference to the Professional Staff Classification Standards (Schedule 7), 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.
- 5.5.4 Human Resources may also:
- a) consider benchmarking to enable comparisons against like positions at the University;
 - b) request further information from the applicant/incumbent of the position and their supervisor; and/or
 - c) interview the incumbent of the position and their supervisor.
- 5.5.5 Each professional staff position will have a position description. The position description will be used as part of the documentation to determine the appropriate classification of a position.
- 5.5.6 The position description is required to be signed by the immediate supervisor and the position incumbent indicating that the position description accurately describes the role.
- 5.5.7 Following its assessment, Human Resources will make a determination of the classification and will provide the staff member with written reasons for the decision. If the determination is to reclassify the position, then the staff member will be paid at the higher salary level from the date of the application for review.
- 5.5.8 Appeal
- a) A staff member may seek a review of the Human Resources assessment of the classification of the position that they occupy.
 - b) Appeals for review must be notified within 10 working days from when the staff member receives advice from Human Resources.
 - c) All appeals will be conducted by a Review and Appeals Committee in accordance with clause 8.3.
 - d) All appeals must be in writing to the Deputy Vice-Chancellor and must describe the reasons for the appeal and provide any supporting documentation.

5.6 BROADBANDING

- 5.6.1 Broadbanding is the classification of a professional staff position across two (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.

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- 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 a 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 the Overseas Conference Scheme (OCS) provided they are not postgraduate students.
- 5.8.2 The period of OCS leave will not normally exceed 15 days for one (1) conference or 21 days for more than one (1) conference.
- 5.8.3 The Scheme, including financial support, 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.

6. LEAVING ADELAIDE

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 there has not been any agreement on amending the requirements detailed in this clause, their salary may be deducted the equivalent of any notice not provided.
- 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

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

- 6.2.1 All decisions to discipline or terminate the employment of a staff member must be in accordance with this Agreement.
- 6.2.2 Termination of employment means termination at the initiative of the University.
- 6.2.3 If the University seeks to terminate 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, of this Agreement.

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

- 6.2.4 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.
- 6.2.5 In all circumstances, where termination occurs, other than termination for serious misconduct, payment instead of notice will be made if the University does not require 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.

- 6.2.6 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

- 6.3.1 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

- 6.4.1 This clause applies if:

- a) a staff member is engaged on a 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 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 2.3.2.2.

Period of 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) weeks 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) If the University finds acceptable alternative employment for the staff member 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.

6.4.3 Severance Payment (Other)

- a) If a staff member is employed on a fixed term contract, they will be entitled to a severance payment as outlined in 6.4.3 (b) if they meet the following criteria:
- i. their employment is not continued, in circumstances where they seek to continue that employment; and
 - ii. they have entered into a second and/or subsequent fixed term contract of employment; and
 - iii. their current fixed term contract commenced under the University of Adelaide Collective Agreement 2006 – 2008; and
 - iv. the reasons for their employment do not match at least one (1) of the categories of fixed-term employment as outlined in clause 2.3 of this Agreement.

b) Severance Payment

Length of Continuous Service	Severance Pay
3 years or more and up to the completion of 4 years	4 weeks*
4 years or more and up to the completion of 5 years	5 weeks*
5 years or more and up to the completion of 6 years	6 weeks*
6 years or more and up to the completion of 8 years	7 weeks*
8 years or more and up to the completion of 9 years	8 weeks*
9 years or more and up to the completion of 11 years	9 weeks*
11 years and over	12 weeks*

*Where one (1) weeks 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 staff member is advised 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 the severance benefits for a maximum period of eight (8) weeks from the expiry of their fixed-term contract.
- d) If the University finds acceptable alternative employment for the staff member and they accept, 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 UNEXPLAINED ABSENCE FROM WORK

This clause applies to all staff members other than casuals.

- 6.5.1 Unexplained absence from work means the staff member has not notified their supervisor of their inability to attend the workplace and they are not on any form of authorised absence e.g. leave, conference attendance.

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- 6.5.2 Unexplained absence from work occurs if a staff member does not attend their place of employment on an ongoing basis without receiving authorisation for their absence or providing a satisfactory explanation for their non-attendance.
- 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 providing notice to their supervisor; or without approval for their absence; or with no apparent reasonable basis for their absence, the staff member's supervisor shall take initial steps to contact the staff member by telephone or email or visit the staff member at home.
- 6.5.5 Where the absence from duty is for a continuous period of five (5) working days and the staff member has failed to contact their supervisor and initial steps by the supervisor to contact the staff member have failed, the University shall send a letter to the staff member's last known address by registered mail requesting that they provide reasons for their unauthorised absence. The University shall also advise the staff member that they will be placed on paid leave in accordance with clause 6.5.6 from the commencement of their absence for a maximum period of 25 working days, or until the staff member returns to work, whichever occurs first.
- 6.5.6 Payment during absence:
- a) For the purposes of 'paid leave' in clause 6.5.5, a staff member's annual leave entitlement shall be used in the first instance.
 - b) Where a staff member has no annual leave entitlement or the entitlement is exhausted, their long service leave entitlement shall be used.
 - c) Where a staff member has no entitlement to annual or long service leave or such entitlements are exhausted they will be placed on leave without pay.
- 6.5.7 If a staff member fails to contact the University either to provide appropriate reasons for the unauthorised absence from duty or return to duty within 25 working days from the commencement of the absence, the University may determine that they have failed to attend for duty and the staff member's employment shall cease.
- 6.5.8 The Vice-Chancellor will advise the staff member in writing that their employment has been terminated effective from the date of the letter.

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 eight (8) 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.

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- 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 eight (8) 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

6.7.1 Clause 6.7 only applies to continuing staff. It will be read in conjunction with Clause 7.9.

6.7.2 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.

6.7.3 Definitions

- a) Redundancy and Redundant mean a situation where the position occupied by a continuing staff member is identified as surplus to the University's requirements and where the job done by the staff member is no longer required to be performed by anyone.
- b) Voluntary Redundancy occurs when a staff member holding a position that has been declared redundant under clause 6.7.4 or 6.7.5, or that the University agrees to be redundant under clause 6.7.19, separates from the University on a voluntary basis.
- c) 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.
- d) 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.
- e) Redundancy payments (whether voluntary redundancy payments or retrenchment payments) are based on ordinary pay.
- f) Suitable alternative employment means alternative continuing employment at the same classification and time fraction, within or outside the University.

6.7.4 In accordance with clause 7.9 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.

6.7.5 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.

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- b) The measures referred to in clause 6.7.5 may include any of the measures listed in clause 6.7.2.

6.7.6 If a staff member's position has been identified as redundant, either as part of a major organisational change or under clause 6.7.5, they will, as soon as practicable after the University has made the decision, be notified in writing by their Area Manager.

6.7.7 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.

6.7.8 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.

6.7.9 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.

6.7.10 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

6.7.11 Option 1 - Voluntary Redundancy

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

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

The voluntary redundancy payment will be calculated as follows:

- a) payment in lieu of any unexpired 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 6.7.11 (a) + (b) + (c) will not exceed 82 weeks in

total; and

d) payment of annual leave, long service leave and annual leave loading, as applicable.

6.7.12 When calculating the severance payment in clause 6.7.11 (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.

6.7.13 The voluntary redundancy payment, together with the notification of redundancy given under clause 6.7.11, 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 Option 2 – Redeployment

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.

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

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 6.7.14 (d) (iii), they will not be entitled to any redundancy payment in relation to their previously held substantive position.

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- 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 6.7.16.
 - f) Prior to the expiration of the extended notice period a staff member may seek a review of the Redeployment Process by a Review and Appeals Committee in accordance with clause 8.3.7 (c). Such a review must be conducted as expeditiously as possible.

6.7.15 Option 3 – Appeal

- a) In relation to redundancy, before the expiration of the transition period the staff member may seek a review by a Review and Appeals Committee in accordance with clause 8.3.7 (b).
- b) A staff member must submit a written request outlining their reasons for appeal and any relevant supporting documentation to the Deputy Vice-Chancellor.
- c) Such a review must be conducted as expeditiously as possible.

6.7.16 Retrenchment

- a) If a staff member has been notified under clause 6.7.4 and 6.7.5 that their position is redundant and:
 - i. by the end of the transition period they fail to apply for option 1, 2 or 3; or
 - ii. they have applied for option 2, but their extended notice period has expired without a permanent transfer to a suitable position (see clause 6.7.14 (e)); or
 - iii. their redundancy appeal (see clause 6.7.15) or redeployment appeal (see clause 6.7.14 (f)) has not been successful;

the staff member will be retrenched.

- b) The staff member will be formally advised in writing by the Vice-Chancellor of their retrenchment.
- c) 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.

6.7.17 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 6.7.11, 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.

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- b) The retrenchment payment, together with the notification of redundancy given under clause 6.7.6, is taken to satisfy any requirement that might otherwise arise under clause 6.2 in relation to notice of termination of employment.

6.7.18 Re-employment Restriction

a) 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.

b) 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.

6.7.19 Staff Initiated Redundancy and Voluntary Separation Programs

- a) 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.
- b) 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 6.7.11, even though they do not enter a transition period or have an entitlement to exercise the options in clause 6.7.11, 6.7.14 or 6.7.15.
- c) 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.
- d) For the avoidance of doubt, a staff member whose position is agreed to be redundant under this clause 6.7.19 is not entitled to the benefits set out in clause 6.7.7, unless the University agrees otherwise, but is subject to the restriction on re-employment set out in clause 6.7.18 (a).

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 *Fair Work Act 2009* 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 Education Strategy, Tarrakirri Tirrka;
 - 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 6.7.2 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; and
 - b) 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 Education;
 - 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 Tarrkarri Tirrka (Future Learning) 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 Tarrkarri Tirrka (Future Learning) Strategy.

7.5.4 The University affirms and will take active measures to meet the Progressive Indigenous Employment targets set out in the Tarrkarri Tirrka (Future Learning) Strategy as set out below:

- a) 2014 – 35 Indigenous staff members;
- b) 2015 – 40 Indigenous staff members; and
- c) 2016 – 45 Indigenous staff members.

For avoidance of doubt, a failure to meet these targets will not be regarded as a breach of this Agreement only 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 MANAGEMENT OF SCHOOLS AND DISCIPLINES

This clause applies to both Disciplines and Departments.

7.6.1 Head of School

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

7.6.2 Selection Process for Head of School

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.

7.6.3 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.

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

7.6.5 Discipline Head

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.

7.6.6 The Discipline Head reports to the Head of School.

7.6.7 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.

7.6.8 Discipline Heads may be appointed for a period of up to three (3) years.

7.6.9 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.

7.6.10 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.

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

7.7 ACCESS TO A STAFF MEMBER'S STAFF FILE

7.7.1 A staff member will be able to view and copy material from their staff file by arrangement with Human Resources.

7.7.2 A staff member shall be advised of any adverse reports or documents relating to performance placed on that file.

7.8 TECHNOLOGY SERVICES ON-CALL (AFTER HOURS, OVERTIME AND PLANNED OVERTIME) AGREEMENT

7.8.1 Within the first 12 months of the Agreement coming into effect, the University will commence a process to modernise and replace the 'On-Call (After Hours, Overtime and Planned Overtime) Agreement for the University of Adelaide Technology Services Staff' (ITS On-Call Agreement) and will make reasonable efforts to have completed the process at or before the nominal expiry date of this Agreement.

7.8.2 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.

7.9 MAJOR ORGANISATIONAL CHANGE

7.9.1 General Principles

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.

7.9.2 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.

7.9.3 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.

7.9.4 Information and Consultation

Where the University has taken an in-principle decision to make major organisational change, it will give at least 10 working days' notice to the potentially affected staff members and their representatives (including relevant unions) of the rationale for change and the development of the change process. The University will then 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;

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- 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).

7.9.5 Following the written Draft Change Proposal being provided to staff members who are directly affected by major organisational change and their representatives (including relevant unions), the University will convene a meeting for the purpose of allowing staff directly affected by the major organisational change and their representatives the opportunity to provide feedback on the Draft Change Proposal. The University will provide staff members who are directly affected by major organisational change and their representatives (including relevant unions) with 10 working days' notice of the meeting to allow for maximum participation.

7.9.6 The University will give feedback on matters raised by the staff members directly affected by the major change and their representatives (including relevant unions).

7.9.7 Decision and Implementation

When a decision by the University is made 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.

7.9.8 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 6.7.2 of the Agreement.

7.9.9 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.

7.10 CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

7.10.1 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.

7.10.2 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.

7.10.3 The requirement to consult under this clause does not apply where a staff member has irregular, sporadic or unpredictable working hours or if clause 7.9 applies.

7.10.4 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

8.1.1 Principles

- a) A supervisor must take reasonable steps to resolve instances of unsatisfactory performance by one (1) or more of the following: guidance, counselling (including informal counselling), appropriate staff development, or work allocation.
- b) If performance improves to a satisfactory level at any stage as detailed in 8.1.2, 8.1.3 and 8.1.4, and is maintained for a period of six (6) months then the matter will be considered closed.
- c) 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.
- d) A written summary will be provided to the staff member and a copy placed on their staff file at the completion of counselling sessions (8.1.2, 8.1.3 and 8.1.4).
- e) If at any stage of the process of dealing with unsatisfactory performance 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 8.1.3 and 8.1.4 and may make a formal report in accordance with clause 8.1.5
- f) A staff member has a right to be supported and/or represented, if they so choose, at any stage during the process.
- g) 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.

8.1.2 First Counselling Session

- a) 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.
- b) The staff member will have 10 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.

c) The staff member's supervisor will consider the staff member's response and may meet with the staff member to further discuss, before finalising the PIP.

d) In the event that no response is received the PIP will be implemented.

8.1.3 Second Counselling Session

a) If a staff member's performance continues to be unsatisfactory following the first counselling session and the first review period, their supervisor will again counsel them on the required improvements to meet the expectations of satisfactory performance.

b) A second review period will be set and the PIP reviewed.

c) The staff member will have 10 working days from the date of receipt of the counselling session summary and the revised PIP to respond in writing to their supervisor and raise any relevant issues including any extenuating circumstances.

d) The staff member's supervisor will consider their response and may meet with the staff member to further discuss before finalising the revised PIP.

e) In the event that no response is received the revised PIP will be implemented.

8.1.4 Third Counselling Session

a) If there is insufficient improvement after the first and second counselling sessions and the two (2) review periods conducted in accordance with clause 8.1.2 and 8.1.3, the staff member's supervisor will again meet with them to discuss the performance issues.

b) 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.

c) 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.

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

a) Where the staff member's supervisor can demonstrate that counselling has not resulted in satisfactory performance they will advise the staff member of their intention to 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.

b) The staff member's 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 10 working days from the date of receipt of the report to respond in writing to the Deputy Vice-Chancellor/Vice-President.

8.1.6 Disciplinary Action for Unsatisfactory Performance

- a) 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:
 - i. Appropriate steps have been taken to bring the unsatisfactory nature of performance to the staff member's attention;
 - ii. An adequate opportunity to respond was given;
 - iii. Any response was taken into account; and
 - iv. A reasonable opportunity was afforded to remedy the performance problem.
- b) The Deputy Vice-Chancellor/Vice-President will then advise 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:
 - i. Taking no further action and advising the staff member in writing;
 - ii. Referring the matter back to the staff member's supervisor to ensure that clauses 8.1.3 and 8.1.4 are complied with in substance and in a manner appropriate to the circumstances; or
 - iii. Taking disciplinary action as provided for in this Agreement.
- c) For all disciplinary action other than termination of employment, the Deputy Vice-Chancellor/Vice-President will advise the staff member in writing of their determination. If the staff member does not lodge an appeal within 10 working days from the date of receipt of the written advice, the disciplinary action will take effect as advised.

8.1.7 Termination of Employment

- a) 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 lodge an appeal within 10 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.
- b) Further to clause 8.1.7 (a) 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.

8.1.8 Appeal

- a) A staff member may, within 10 working days from the date of receipt of the advice in clause 8.1.6 (c) or clause 8.1.7 (a), seek a review by a Review and Appeals Committee in accordance with clause 8.3. The staff member must submit a written request outlining the reasons for the appeal and any relevant supporting documentation to the Deputy Vice-Chancellor/Vice-President.

8.2 DISCIPLINARY PROCEDURES FOR MISCONDUCT 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.

A staff member has the right to be represented, if they so choose, at any stage during the process.

8.2.1 Definitions

- a) Misconduct means conduct which is not serious misconduct or serious research misconduct but which is nonetheless wilful conduct which is unsatisfactory, which may include research misconduct or a breach of the Code of Conduct or failure to follow reasonable and lawful direction.
- b) Serious Misconduct means:
 - i. Recurrence or continuation of conduct which has been previously found to be misconduct on the part of the staff member; or
 - ii. 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 misconduct in research; 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.
- c) 'Research Misconduct' means fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research, failure to declare or manage a serious conflict of interest, and avoidable failure to follow research proposals as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment. It also includes the wilful concealment or facilitation of research misconduct by others.

A complaint or allegation relates to research misconduct if it involves both intent and deliberation, recklessness or gross and persistent negligence; and serious consequences, such as false information on the public record, or adverse effects on research participants, animals or the environment.
- d) 'Serious Research Misconduct' means conduct that is alleged to be Research Misconduct, but where the consequences of the alleged action result in serious harm to the University or other staff, students or visitors, and the conduct is characterised by a reckless and wilful disregard for the consequences of the alleged conduct.
- e) In this clause where the term misconduct/serious misconduct is used, it will include research misconduct/serious research misconduct.

8.2.2 Investigation and Response to Allegations

- a) The Area Manager will make an assessment of any allegations of misconduct or serious misconduct prior to raising formal written allegations of misconduct or serious misconduct and initiating a formal investigation.

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- b) If the Area Manager believes such allegations warrant a formal investigation, the staff member will be notified in writing that an investigation will be conducted. The staff member will be given sufficient detail to enable them to understand the precise nature of the allegations and to properly consider and respond to them. Such notice may also include suspension with or without pay in accordance with clause 8.2.3.
 - c) Suspension without pay may occur in circumstances where the Area Manager forms the view that prima facie allegations amount to serious misconduct.
 - d) 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.
 - e) If a staff member admits the allegations, 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.
 - f) 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.
 - g) 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 8.2.4.

8.2.3 Suspension

- a) At the time of notifying a staff member of the allegations made against them of misconduct or serious misconduct, or in accordance with 8.2.2 (b) a staff member may be suspended from duty (with or without pay) where:
 - i. the alleged misconduct or serious misconduct is of a nature that causes imminent and serious risk to the health and safety of a person; and/or
 - ii. their continued presence on campus presents a serious risk either to the University, its staff and/or students; and/or
 - iii. they refuse or fail to respond to the allegations of misconduct or serious misconduct.
- b) A staff member may be suspended without pay if, upon making a preliminary assessment, 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:
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.

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- v. 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.
 - c) 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.

8.2.4 Misconduct/Serious Misconduct Report

- a) The Area Manager will report in writing to the Deputy Vice-Chancellor / Vice President. The report will 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.
- b) 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.
- c) A staff member may respond to the Area Manager's report by writing to the Deputy Vice-Chancellor/Vice-President within 10 working days from the date of receipt of the report.
- d) If after receipt of the 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.
- e) 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.

8.2.5 Disciplinary Action for Misconduct/Serious Misconduct

- a) 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.
- b) 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.
- c) If the Vice-Chancellor receives a recommendation for termination of employment they will advise the staff member in writing of their decision.
- d) 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).

8.2.6 Review/Appeal

Within 10 working days of receiving the advice in clause 8.2.5 (a) or clause 8.2.5 (b) a staff

member may seek a review by a Review and Appeals Committee in accordance with clause 8.3.7 (d). The staff member must submit a written request outlining their reasons for the review and any relevant supporting material to the Deputy Vice-Chancellor/Vice-President.

8.3 REVIEW AND APPEALS COMMITTEE

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

The Review and Appeals Committee shall consist of three (3) members:

- a) A chairperson agreed between the Deputy Vice-Chancellor and the relevant union in accordance with clause 8.3.2 of this Agreement;
- b) A staff member or titleholder from within the University chosen by the Deputy Vice-Chancellor;
- c) A staff member or titleholder from within the University nominated by the relevant union.

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

8.3.2 The Chairperson

- a) A pool of chairpersons will be established by agreement between the University and the NTEU. Once initially established, the University and the NTEU can add additional persons to the pool by agreement.
- b) The Deputy Vice-Chancellor and the relevant union will each nominate two (2) people from the agreed pool of chairpersons and reach an agreement as to which of these nominees will be appointed as chairperson for the Review and Appeals Committee.

8.3.3 The Committee members:

- a) will not have a personal or professional interest in the outcome; and
- b) will not have been involved in any way in the process.

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

8.3.5 Staff members have a right to be represented, if they so choose, at any stage during the process.

8.3.6 Committee Proceedings

The Review and Appeals Committee must:

- a) act quickly, fairly, impartially, and confidentially;
- b) only consider the case brought before it in the light of the grounds for review;

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- c) provide a reasonable opportunity for the University and staff member and if they so wish, their representatives, to:
 - i. make representations and answer any matters in person or in writing; and
 - ii. present to the Committee and challenge evidence;
 - d) consider all the material relevant to the matter, including all material considered in any initial investigation, and any other material it thinks fit;
 - e) permit the University and staff member and if they so wish, their representatives, to be present at all hearings where evidence is taken or submissions are being made;
 - f) at the request of the staff member or the University, keep an audio recording of the proceedings (but not its deliberations) which will be made available on request to either party;
 - g) provide reasons to the Vice-Chancellor; and
 - h) provide a report in accordance with clause 8.3.8.

8.3.7 The Review and Appeals Committee will have the following terms of reference:

a) Professional Staff Classification Review

To review a determination made by the Human Resources Branch.

b) Redundancy

- i. To review whether the redundancy was genuine. A genuine redundancy is where the position occupied by a staff member is identified as surplus to requirements and where the job done by the staff member is no longer required to be performed by anyone;
- ii. To review whether fair and objective criteria were used to select positions for redundancy;
- iii. To review whether genuine and adequate consultation was entered into and adequate consideration was given to measures to avert or mitigate the adverse effects of the redundancy; and
- iv. To review whether the University acted fairly, properly and in accordance with the principles of natural justice in making the decision to declare the staff member redundant, including whether the decision was in any way discriminatory.

c) Redeployment

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

d) Misconduct/ Serious Misconduct

- i. To review whether clause 8.2 was properly followed;
- ii. To review whether there is sufficient evidence to support the finding of misconduct or serious misconduct; and
- iii. To review whether the recommended disciplinary action is commensurate with the level of misconduct or serious misconduct.

e) Academic Promotion

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

f) Probation, Tenure and Confirmation

- i. To review whether clause 2.5 was properly followed;
- ii. To review whether there is sufficient evidence to support the decision; and
- iii. To review whether the recommended action is commensurate with the level of performance.

g) Unsatisfactory Performance

- i. To review whether clause 8.1 was properly followed;
- ii. To review whether or not the performance is unsatisfactory; and
- iii. To review whether the recommended disciplinary action is commensurate with the level of unsatisfactory performance.

h) Staff Grievances

- i. To review whether the Staff Complaints Policy (as amended or replaced) was properly followed;
- ii. To review whether the proposed resolution satisfactorily resolves the grievance;
- iii. To review whether an alternative resolution may more satisfactorily resolve the grievance;
- iv. To review whether the matter should be addressed under relevant University disciplinary processes or another University policy.

8.3.8 The Review and Appeals Committee's Report

- a) The Review and Appeals Committee will provide a report and, depending on its particular terms of reference, provide findings and/or recommendations to the Vice-Chancellor within five (5) working days of its final meeting.
- b) The Review and Appeals Committee does not have any decision-making authority.

8.3.9 Actions by the Vice-Chancellor

- a) Upon receipt of the Review and Appeals Committee's report, the Vice-Chancellor will:
 - i. Uphold or dismiss the findings and/or recommendations of the Review and Appeals Committee; and/or
 - ii. Where appropriate, determine the process for reconsidering the matter, which is the subject of the review/appeal; and/or
 - iii. Take any appropriate disciplinary action in accordance with this Agreement.
- b) In taking an action in accordance with this clause, the Vice-Chancellor shall have due regard to the findings and/or recommendations of the Review and Appeals Committee report and shall advise the aggrieved staff member and other relevant persons of the decision and the reasons for the decision and provide a copy of the Review and Appeals Committee report.

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

8.4 STAFF GRIEVANCES

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

8.4.2 The Policy 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 Review

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

8.5 DISPUTE SETTLEMENT PROCEDURES

- a) It is agreed that the University, the unions and all staff members have an interest in the proper application of this Agreement and in minimizing disputes about the proper application of the Agreement.
- b) 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.
- c) Where an agreed mechanism already exists in this Agreement or University policy, procedures or guidelines which specifically deals with the resolution of disputes or appeals, a dispute will not be notified under this clause unless the dispute is about the proper application of those procedures.
- d) A staff member involved in a dispute will be entitled to be represented by a representative at any and all stages of this procedure.

8.5.1 Stage One

- a) All disputes shall be formally notified to the Director, Human Resources and copied to the supervisor in writing and in sufficient detail for the nature of the dispute to be identified and propose any resolution(s).
- b) Reasonable attempts will be made to resolve the matter at the local level by the people involved and their representatives if they so choose.
- c) 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.

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- d) 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.

8.5.2 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).

8.5.3 Stage Three – Referral to the Fair Work Commission (FWC)

Should the dispute not be resolved by the processes referred to in clauses 8.5.1 and 8.5.2 or if any party to the dispute refuses to engage in the processes referred to in those clauses, the matter may be referred to the FWC by either party to the dispute.

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 *Fair Work Act 2009*.

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

8.5.4 Obligations of the parties during the Dispute

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

- i. 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;
- ii. no action will be taken that is likely to exacerbate the dispute.

Clause 8.5.4 does not apply to a decision by the University to terminate the employment of a staff member on probation provided all probationary procedures have been appropriately followed.

8.5.5 Alternative dispute resolution procedure

Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than 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.

8.5.6 Transitional Arrangements

A dispute commenced under the University of Adelaide Enterprise Agreement 2010-2013 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 2010-2013 are deemed to be provisions of this Agreement for the duration of the dispute.

SCHEDULE 1: ACADEMIC STAFF SALARIES

	Administrative increase on 24 January 2014 (1.5% increase)	Administrative increase on 25 July 2014 (1.5% increase)	Annual salary to be paid on 18 September 2015 (3% increase)	Annual salary to be paid on 22 July 2016 (3% increase)	Annual salary to be paid on 31 March 2017 (3% increase)
LEVEL A					
1	\$59,412	\$60,303	\$62,112	\$63,975	\$65,894
2	\$62,808	\$63,750	\$65,663	\$67,633	\$69,662
3	\$66,199	\$67,192	\$69,208	\$71,284	\$73,423
4	\$69,593	\$70,637	\$72,756	\$74,939	\$77,187
5	\$72,352	\$73,437	\$75,640	\$77,909	\$80,246
6	\$75,111	\$76,238	\$78,525	\$80,881	\$83,307
7	\$77,871	\$79,039	\$81,410	\$83,852	\$86,368
8	\$80,627	\$81,836	\$84,291	\$86,820	\$89,425
LEVEL B					
1	\$84,874	\$86,147	\$88,731	\$91,393	\$94,135
2	\$88,057	\$89,378	\$92,059	\$94,821	\$97,666
3	\$91,235	\$92,604	\$95,382	\$98,243	\$101,190
4	\$94,422	\$95,838	\$98,713	\$101,674	\$104,724
5	\$97,601	\$99,065	\$102,037	\$105,098	\$108,251
6	\$100,790	\$102,302	\$105,371	\$108,532	\$111,788
LEVEL C					
1	\$103,965	\$105,524	\$108,690	\$111,951	\$115,310
2	\$107,151	\$108,758	\$112,021	\$115,382	\$118,843
3	\$110,331	\$111,986	\$115,346	\$118,806	\$122,370
4	\$113,513	\$115,216	\$118,672	\$122,232	\$125,899
5	\$116,696	\$118,446	\$121,999	\$125,659	\$129,429
6	\$119,885	\$121,683	\$125,333	\$129,093	\$132,966
LEVEL D					
1	\$125,185	\$127,063	\$130,875	\$134,801	\$138,845
2	\$129,427	\$131,368	\$135,309	\$139,368	\$143,549
3	\$133,677	\$135,682	\$139,752	\$143,945	\$148,263
4	\$137,915	\$139,984	\$144,184	\$148,510	\$152,965
LEVEL E	\$161,255	\$163,674	\$168,584	\$173,642	\$178,851
CLINICAL	\$27,911	\$28,330	\$29,180	\$30,055	\$30,957
PARA-CLINICAL	\$18,637	\$18,917	\$19,485	\$20,070	\$20,672
PRE-CLINICAL	\$13,977	\$14,187	\$14,613	\$15,051	\$15,503
DENTAL	\$13,977	\$14,187	\$14,613	\$15,051	\$15,503

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

Appointment as Scholarly Teaching Fellow (Level A) paid no lower than the 3rd increment of Level A

Appointment as Scholarly Teaching Fellow (Level B) paid no higher than the 3rd increment of Level B

SCHEDULE 2: CASUAL ACADEMIC STAFF SALARIES

LECTURING (per session)		Administrative increase on 24 January 2014 (1.5% increase) (25% loading)	Administrative increase on 25 July 2014 (1.5% increase) (25% loading)	Annual salary to be paid on 18 September 2015 (3% increase) (25% loading)	Annual salary to be paid on 22 July 2016 (3% increase) (25% loading)	Annual salary to be paid on 31 March 2017 (3% increase) (25% loading)
Basic Lecture	(1+2 hrs)	\$169.35	\$171.87	\$177.03	\$182.34	\$187.83
Developed Lecture	(1+3 hrs)	\$225.80	\$229.16	\$236.04	\$243.12	\$250.44
Specialised Lecture	(1+4 hrs)	\$282.25	\$286.45	\$295.05	\$303.90	\$313.05
Repeat Lecture	(1+1 hr)	\$112.90	\$114.58	\$118.02	\$121.56	\$125.22
Clinical Standard Lecture	(1+2 hrs +clin.ldg)	\$223.02	\$226.35	\$233.16	\$240.15	\$247.35
Clinical Repeat Lecture	(1+1 hrs + clin.ldg)	\$148.68	\$150.90	\$155.44	\$160.10	\$164.90

Lecturing (per session)

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

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

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

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

CASUAL ACADEMIC STAFF SALARIES (continued)

TUTORIALS (per session)		Administrative increase on 24 January 2014 (1.5% increase) (25% loading)	Administrative increase on 25 July 2014 (1.5% increase) (25% loading)	Annual salary to be paid on 18 September 2015 (3% increase) (25% loading)	Annual salary to be paid on 22 July 2016 (3% increase) (25% loading)	Annual salary to be paid on 31 March 2017 (3% increase) (25% loading)
Normal/Standard Tutorial	(1+2 hrs)	\$120.78	\$122.61	\$126.27	\$130.05	\$133.98
Repeat Tutorial	(1+1 hr)	\$80.52	\$81.74	\$84.18	\$86.70	\$89.32
Normal PhD/ Course Coordination	(1+2 hrs)	\$144.45	\$146.61	\$151.02	\$155.55	\$160.20
Repeat Tutorial/ PhD/ Course Coordination	(1+1 hr)	\$96.30	\$97.74	\$100.68	\$103.70	\$106.80
Medical Tutorial Grade A	(1+2 hrs)	\$120.78	\$122.61	\$126.27	\$130.05	\$133.98
Medical Tutorial Grade B	(1+0.5 hr)	\$60.39	\$61.31	\$63.14	\$65.03	\$66.99
Dental Tutorial Grade A	(4 hrs PhD rate)	\$192.60	\$195.48	\$201.36	\$207.40	\$213.60
Dental Tutorial Grade B	(A + 15%)	\$221.49	\$224.80	\$231.56	\$238.51	\$245.64
Dental Tutorial Grade C	(B + 15%)	\$254.71	\$258.52	\$266.29	\$274.29	\$282.49
Dental Tutorial Grade D	(C + 20%)	\$305.65	\$310.22	\$319.55	\$329.15	\$338.99

Tutorials (per session)

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

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.

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

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

CASUAL ACADEMIC STAFF SALARIES (continued)

MARKING (per hour)		Administrative increase on 24 January 2014 (1.5% increase) (25% loading)	Administrative increase on 25 July 2014 (1.5% increase) (25% loading)	Annual salary to be paid on 18 September 2015 (3% increase) (25% loading)	Annual salary to be paid on 22 July 2016 (3% increase) (25% loading)	Annual salary to be paid on 31 March 2017 (3% increase) (25% loading)
Standard Marking	(1 hr)	\$40.26	\$40.87	\$42.09	\$43.35	\$44.66
Standard PhD/Course Coordination	(1 hr)	\$48.15	\$48.87	\$50.34	\$51.85	\$53.40
High Level (Supervising examiner)	(1 hr Level B)	\$56.45	\$57.29	\$59.01	\$60.78	\$62.61

MUSICAL ACTIVITIES		Administrative increase on 24 January 2014 (1.5% increase) (25% loading)	Administrative increase on 25 July 2014 (1.5% increase) (25% loading)	Annual salary to be paid on 18 September 2015 (3% increase) (25% loading)	Annual salary to be paid on 22 July 2016 (3% increase) (25% loading)	Annual salary to be paid on 31 March 2017 (3% increase) (25% loading)
Musical Accompanying	(1 + 0.5 hrs)	\$60.39	\$61.31	\$63.14	\$65.03	\$66.99
Practical Examining	(1 hr Level B)	\$56.45	\$57.29	\$59.01	\$60.78	\$62.61
Music Auditioning	(1 hr)	\$40.26	\$40.87	\$42.09	\$43.35	\$44.66
Non-Degree Performance Teaching (1:1)	(1+1 hrs)	\$80.52	\$81.74	\$84.18	\$86.70	\$89.32
Non-Degree Performance Teaching (Ens)	(1+1 hrs)	\$112.90	\$114.58	\$118.02	\$121.56	\$125.22
Degree Performance Teaching	(1 + 1 hrs)	\$112.90	\$114.58	\$118.02	\$121.56	\$125.22
Medium Ensembles	(1 + 2 hrs)	\$120.78	\$122.61	\$126.27	\$130.05	\$133.98
Large Ensembles	(1 + 2 hrs)	\$169.35	\$171.87	\$177.03	\$182.34	\$187.83
Other required Academic Activity	(1 hr)	\$40.26	\$40.87	\$42.09	\$43.35	\$44.66
Musical Tutorials	(1 + 2 hrs)	\$120.78	\$122.61	\$126.27	\$130.05	\$133.98

OTHER (per hour)		Administrative increase on 24 January 2014 (1.5% increase) (25% loading)	Administrative increase on 25 July 2014 (1.5% increase) (25% loading)	Annual salary to be paid on 18 September 2015 (3% increase) (25% loading)	Annual salary to be paid on 22 July 2016 (3% increase) (25% loading)	Annual salary to be paid on 31 March 2017 (3% increase) (25% loading)
Other Required Academic Activity	(1 hr)	\$40.26	\$40.87	\$42.09	\$43.35	\$44.66
Other PhD/Course Coordination	(1 hr)	\$48.15	\$48.87	\$50.34	\$51.85	\$53.40

Other (per hour)

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

- The conduct of practical classes, demonstrations, workshops, student field excursions;
- The conduct of clinical sessions other than clinical nurse education;
- The conduct of performance and visual art studio sessions;
- Musical coaching, 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.

The above casual academic staff salaries are calculated based on the following base rates:

BASE HOURLY RATE	Administrative increase on 24 January 2014 (1.5% increase) (25% loading)	Administrative increase on 25 July 2014 (1.5% increase) (25% loading)	Annual salary to be paid on 18 September 2015 (3% increase) (25% loading)	Annual salary to be paid on 22 July 2016 (3% increase) (25% loading)	Annual salary to be paid on 31 March 2017 (3% increase) (25% loading)
Lecturing Rate & Higher marking rate (calculated using Level B Step 2 Academic)	\$56.45	\$57.29	\$59.01	\$60.78	\$62.61
Rate applicable to tutoring and all other duties (calculated using Level A Step 2 Academic)	\$40.26	\$40.87	\$42.09	\$43.35	\$44.66
PhD qualified or full course coordination (calculated using Level A Step 6 Academic)	\$48.15	\$48.87	\$50.34	\$51.85	\$53.40
Clinical Loading	\$17.89	\$18.16	\$18.71	\$19.27	\$19.84

SCHEDULE 3: PROFESSIONAL STAFF SALARIES

	Administrative increase on 24 January 2014 (1.5% increase)	Administrative increase on 25 July 2014 (1.5% increase)	Annual salary to be paid on 18 September 2015 (3% increase)	Annual salary to be paid on 22 July 2016 (3% increase)	Annual salary to be paid on 31 March 2017 (3% increase)
HEO1					
J18# 1	\$28,850	\$29,283	\$30,161	\$31,066	\$31,998
J19# 2	\$33,383	\$33,884	\$34,901	\$35,948	\$37,026
J20# 3	\$37,505	\$38,068	\$39,210	\$40,386	\$41,598
* 4	\$41,215	\$41,833	\$43,088	\$44,381	\$45,712
5	\$41,680	\$42,305	\$43,574	\$44,881	\$46,227
6	\$42,381	\$43,017	\$44,308	\$45,637	\$47,006
7	\$43,083	\$43,729	\$45,041	\$46,392	\$47,784
HEO 2					
J18# 1	\$31,141	\$31,608	\$32,556	\$33,533	\$34,539
J19# 2	\$36,037	\$36,578	\$37,675	\$38,805	\$39,969
J20# 3	\$40,484	\$41,091	\$42,324	\$43,594	\$44,902
* 4	\$44,488	\$45,155	\$46,510	\$47,905	\$49,342
5	\$45,427	\$46,108	\$47,491	\$48,916	\$50,383
6	\$46,363	\$47,058	\$48,470	\$49,924	\$51,422
7	\$47,297	\$48,006	\$49,446	\$50,929	\$52,457
HEO 3					
J18# 1	\$32,782	\$33,274	\$34,272	\$35,300	\$36,359
J19# 2	\$37,933	\$38,502	\$39,657	\$40,847	\$42,072
J20# 3	\$42,615	\$43,254	\$44,552	\$45,889	\$47,266
* 4	\$46,831	\$47,533	\$48,959	\$50,428	\$51,941
5	\$48,468	\$49,195	\$50,671	\$52,191	\$53,757
6	\$50,111	\$50,863	\$52,389	\$53,961	\$55,580
7	\$51,750	\$52,526	\$54,102	\$55,725	\$57,397
8	\$53,388	\$54,189	\$55,815	\$57,489	\$59,214
HEO 4					
1	\$53,858	\$54,666	\$56,306	\$57,995	\$59,735
2	\$55,491	\$56,323	\$58,013	\$59,753	\$61,546
3	\$57,366	\$58,226	\$59,973	\$61,772	\$63,625
4	\$59,239	\$60,128	\$61,932	\$63,790	\$65,704
HEO 5					
1	\$60,644	\$61,554	\$63,401	\$65,303	\$67,262
2	\$62,751	\$63,692	\$65,603	\$67,571	\$69,598
3	\$65,096	\$66,072	\$68,054	\$70,096	\$72,199
4	\$67,673	\$68,688	\$70,749	\$72,871	\$75,057

HEO 5/6					
1	\$55,727	\$56,563	\$58,260	\$60,008	\$61,808
2	\$57,135	\$57,992	\$59,732	\$61,524	\$63,370
3	\$58,538	\$59,416	\$61,198	\$63,034	\$64,925
4	\$67,905	\$68,924	\$70,992	\$73,122	\$75,316
5	\$69,778	\$70,825	\$72,950	\$75,139	\$77,393
6	\$71,654	\$72,729	\$74,911	\$77,158	\$79,473
7	\$73,525	\$74,628	\$76,867	\$79,173	\$81,548
HEO 6					
1	\$67,905	\$68,924	\$70,992	\$73,122	\$75,316
2	\$69,778	\$70,825	\$72,950	\$75,139	\$77,393
3	\$71,654	\$72,729	\$74,911	\$77,158	\$79,473
4	\$73,525	\$74,628	\$76,867	\$79,173	\$81,548
HEO 7					
1	\$74,928	\$76,052	\$78,334	\$80,684	\$83,105
2	\$77,034	\$78,190	\$80,536	\$82,952	\$85,441
3	\$79,376	\$80,567	\$82,984	\$85,474	\$88,038
4	\$81,722	\$82,948	\$85,436	\$87,999	\$90,639
5	\$84,059	\$85,320	\$87,880	\$90,516	\$93,231
HEO 8					
1	\$84,295	\$85,559	\$88,126	\$90,770	\$93,493
2	\$86,638	\$87,938	\$90,576	\$93,293	\$96,092
3	\$88,981	\$90,316	\$93,025	\$95,816	\$98,690
4	\$91,785	\$93,162	\$95,957	\$98,836	\$101,801
5	\$94,832	\$96,254	\$99,142	\$102,116	\$105,179
HEO 9					
1	\$98,346	\$99,821	\$102,816	\$105,900	\$109,077
2	\$101,621	\$103,145	\$106,239	\$109,426	\$112,709
3	\$105,365	\$106,945	\$110,153	\$113,458	\$116,862
HEO 10					
1	\$108,843	\$110,476	\$113,790	\$117,204	\$120,720
2	\$112,435	\$114,122	\$117,546	\$121,072	\$124,704
3	\$116,145	\$117,887	\$121,424	\$125,067	\$128,819
SENIOR MANAGER					
LEVEL 1	\$124,734	\$126,605	\$130,403	\$134,315	\$138,344
LEVEL 2	\$140,172	\$142,275	\$146,543	\$150,939	\$155,467
LEVEL 3	\$149,758	\$152,004	\$156,564	\$161,261	\$166,099

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- * First step of adult rates.
- # Junior rates for HEO1, 2 and 3 are determined as a percentage of the first step of the relevant classification as follows:

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

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

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

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

Senior Managers: These positions are personal classifications and appointment is made on the basis that they are managerial positions with remuneration packages negotiated to reflect the external market demand for persons with the skills, attributes and professional reputation to fill such positions and the status the position is given within the University. Appointment to this structure will be organisationally driven and at the discretion of Area Managers. Individuals do not automatically progress through the levels or cannot seek to be reclassified within this structure.

SCHEDULE 4: CASUAL PROFESSIONAL STAFF SALARIES

	Administrative increase on 24 January 2014 (1.5% increase) (25% loading)		Administrative increase on 25 July 2014 (1.5% increase) (25% loading)		Annual salary to be paid on 18 September 2015 (3% increase) (25% loading)		Annual salary to be paid on 22 July 2016 (3% increase) (25% loading)		Annual salary to be paid on 31 March 2017 (3% increase) (25% loading)	
HEO 1		per hr		per hr		per hr		per hr		per hr
J18# 1	\$28,850	\$18.87	\$29,283	\$19.15	\$30,161	\$19.73	\$31,066	\$20.32	\$31,998	\$20.93
J19# 2	\$33,383	\$21.84	\$33,884	\$22.16	\$34,901	\$22.83	\$35,948	\$23.51	\$37,026	\$24.22
J20# 3	\$37,505	\$24.53	\$38,068	\$24.90	\$39,210	\$25.65	\$40,386	\$26.42	\$41,598	\$27.21
* 4	\$41,215	\$26.96	\$41,833	\$27.36	\$43,088	\$28.18	\$44,381	\$29.03	\$45,712	\$29.90
5	\$41,680	\$27.26	\$42,305	\$27.67	\$43,574	\$28.50	\$44,881	\$29.36	\$46,227	\$30.24
6	\$42,381	\$27.72	\$43,017	\$28.14	\$44,308	\$28.98	\$45,637	\$29.85	\$47,006	\$30.75
7	\$43,083	\$28.18	\$43,729	\$28.60	\$45,041	\$29.46	\$46,392	\$30.35	\$47,784	\$31.26
HEO 2										
J18# 1	\$31,141	\$20.37	\$31,608	\$20.68	\$32,556	\$21.30	\$33,533	\$21.93	\$34,539	\$22.59
J19# 2	\$36,037	\$23.57	\$36,578	\$23.93	\$37,675	\$24.64	\$38,805	\$25.38	\$39,969	\$26.14
J20# 3	\$40,484	\$26.48	\$41,091	\$26.88	\$42,324	\$27.68	\$43,594	\$28.52	\$44,902	\$29.37
* 4	\$44,488	\$29.10	\$45,155	\$29.54	\$46,510	\$30.42	\$47,905	\$31.34	\$49,342	\$32.27
5	\$45,427	\$29.71	\$46,108	\$30.16	\$47,491	\$31.06	\$48,916	\$32.00	\$50,383	\$32.96
6	\$46,363	\$30.33	\$47,058	\$30.78	\$48,470	\$31.70	\$49,924	\$32.66	\$51,422	\$33.64
7	\$47,297	\$30.94	\$48,006	\$31.40	\$49,446	\$32.34	\$50,929	\$33.31	\$52,457	\$34.31
HEO 3										
J18# 1	\$32,782	\$21.44	\$33,274	\$21.76	\$34,272	\$22.42	\$35,300	\$23.09	\$36,359	\$23.78
J19# 2	\$37,933	\$24.81	\$38,502	\$25.18	\$39,657	\$25.94	\$40,847	\$26.72	\$42,072	\$27.52
J20# 3	\$42,615	\$27.87	\$43,254	\$28.29	\$44,552	\$29.14	\$45,889	\$30.02	\$47,266	\$30.92
* 4	\$46,831	\$30.63	\$47,533	\$31.09	\$48,959	\$32.02	\$50,428	\$32.99	\$51,941	\$33.98
5	\$48,468	\$31.70	\$49,195	\$32.18	\$50,671	\$33.14	\$52,191	\$34.14	\$53,757	\$35.16
6	\$50,111	\$32.78	\$50,863	\$33.27	\$52,389	\$34.27	\$53,961	\$35.30	\$55,580	\$36.36
7	\$51,750	\$33.85	\$52,526	\$34.36	\$54,102	\$35.39	\$55,725	\$36.45	\$57,397	\$37.54
8	\$53,388	\$34.92	\$54,189	\$35.45	\$55,815	\$36.51	\$57,489	\$37.60	\$59,214	\$38.73
HEO 4										
1	\$53,858	\$35.23	\$54,666	\$35.76	\$56,306	\$36.83	\$57,995	\$37.93	\$59,735	\$39.07
2	\$55,491	\$36.30	\$56,323	\$36.84	\$58,013	\$37.95	\$59,753	\$39.08	\$61,546	\$40.26
3	\$57,366	\$37.52	\$58,226	\$38.09	\$59,973	\$39.23	\$61,772	\$40.41	\$63,625	\$41.62
4	\$59,239	\$38.75	\$60,128	\$39.33	\$61,932	\$40.51	\$63,790	\$41.73	\$65,704	\$42.98
HEO 5										
1	\$60,644	\$39.67	\$61,554	\$40.26	\$63,401	\$41.47	\$65,303	\$42.72	\$67,262	\$44.00
2	\$62,751	\$41.05	\$63,692	\$41.66	\$65,603	\$42.91	\$67,571	\$44.20	\$69,598	\$45.52
3	\$65,096	\$42.58	\$66,072	\$43.22	\$68,054	\$44.51	\$70,096	\$45.85	\$72,199	\$47.23
4	\$67,673	\$44.27	\$68,688	\$44.93	\$70,749	\$46.28	\$72,871	\$47.67	\$75,057	\$49.10
HEO 6										
1	\$67,905	\$44.42	\$68,924	\$45.08	\$70,992	\$46.44	\$73,122	\$47.83	\$75,316	\$49.26
2	\$69,778	\$45.64	\$70,825	\$46.33	\$72,950	\$47.72	\$75,139	\$49.15	\$77,393	\$50.62
3	\$71,654	\$46.87	\$72,729	\$47.57	\$74,911	\$49.00	\$77,158	\$50.47	\$79,473	\$51.98
4	\$73,525	\$48.09	\$74,628	\$48.81	\$76,867	\$50.28	\$79,173	\$51.79	\$81,548	\$53.34

	Administrative increase on 24 January 2014 (1.5% increase) (25% loading)		Administrative increase on 25 July 2014 (1.5% increase) (25% loading)		Annual salary to be paid on 18 September 2015 (3% increase) (25% loading)		Annual salary to be paid on 22 July 2016 (3% increase) (25% loading)		Annual salary to be paid on 31 March 2017 (3% increase) (25% loading)	
		per hr		per hr		per hr		per hr		per hr
HEO 7										
1	\$74,928	\$49.01	\$76,052	\$49.75	\$78,334	\$51.24	\$80,684	\$52.78	\$83,105	\$54.36
2	\$77,034	\$50.39	\$78,190	\$51.14	\$80,536	\$52.68	\$82,952	\$54.26	\$85,441	\$55.89
3	\$79,376	\$51.92	\$80,567	\$52.70	\$82,984	\$54.28	\$85,474	\$55.91	\$88,038	\$57.59
4	\$81,722	\$53.45	\$82,948	\$54.26	\$85,436	\$55.88	\$87,999	\$57.56	\$90,639	\$59.29
5	\$84,059	\$54.98	\$85,320	\$55.81	\$87,880	\$57.48	\$90,516	\$59.21	\$93,231	\$60.98
HEO 8										
1	\$84,295	\$55.14	\$85,559	\$55.96	\$88,126	\$57.64	\$90,770	\$59.37	\$93,493	\$61.15
2	\$86,638	\$56.67	\$87,938	\$57.52	\$90,576	\$59.25	\$93,293	\$61.02	\$96,092	\$62.85
3	\$88,981	\$58.20	\$90,316	\$59.08	\$93,025	\$60.85	\$95,816	\$62.67	\$98,690	\$64.55
4	\$91,785	\$60.04	\$93,162	\$60.94	\$95,957	\$62.77	\$98,836	\$64.65	\$101,801	\$66.59
5	\$94,832	\$62.03	\$96,254	\$62.96	\$99,142	\$64.85	\$102,116	\$66.79	\$105,179	\$68.80
HEO 9										
1	\$98,346	\$64.33	\$99,821	\$65.29	\$102,816	\$67.25	\$105,900	\$69.27	\$109,077	\$71.35
2	\$101,621	\$66.47	\$103,145	\$67.47	\$106,239	\$69.49	\$109,426	\$71.58	\$112,709	\$73.72
3	\$105,365	\$68.92	\$106,945	\$69.95	\$110,153	\$72.05	\$113,458	\$74.21	\$116,862	\$76.44
HEO 10										
1	\$108,843	\$71.20	\$110,476	\$72.26	\$113,790	\$74.43	\$117,204	\$76.66	\$120,720	\$78.96
2	\$112,435	\$73.54	\$114,122	\$74.65	\$117,546	\$76.89	\$121,072	\$79.19	\$124,704	\$81.57
3	\$116,145	\$75.97	\$117,887	\$77.11	\$121,424	\$79.42	\$125,067	\$81.81	\$128,819	\$84.26

per hour rates rounded to the nearest cent.

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

SCHEDULE 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 2014 - 2017, 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 2.1.4 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. SALARY

Table 1

	Administrative increase on 24 January 2014 (1.5% increase)	Administrative Increase on 25 July 2014 (1.5% increase)	Annual salary to be paid on 18 September 2015 (3% increase)	Annual salary to be paid on 22 July 2016 (3% increase)	Annual salary to be paid on 31 March 2017 (3% increase)
SALARY LEVEL					
1	\$56,060	\$56,901	\$58,608	\$60,366	\$62,177
2	\$57,104	\$57,961	\$59,700	\$61,491	\$63,336
3	\$59,196	\$60,084	\$61,887	\$63,744	\$65,656
4	\$61,336	\$62,256	\$64,124	\$66,048	\$68,029
5	\$64,669	\$65,639	\$67,608	\$69,636	\$71,725
6	\$66,889	\$67,892	\$69,929	\$72,027	\$74,188
7	\$69,109	\$70,146	\$72,250	\$74,418	\$76,651
8	\$71,331	\$72,401	\$74,573	\$76,810	\$79,114
9	\$73,776	\$74,883	\$77,129	\$79,443	\$81,826
10	\$76,649	\$77,799	\$80,133	\$82,537	\$85,013
11	\$79,327	\$80,517	\$82,933	\$85,421	\$87,984
12	\$81,687	\$82,912	\$85,399	\$87,961	\$90,600
Director of Studies					
1	\$86,638	\$87,938	\$90,576	\$93,293	\$96,092
2	\$88,981	\$90,316	\$93,025	\$95,816	\$98,690
3	\$91,785	\$93,162	\$95,957	\$98,836	\$101,801
4	\$94,832	\$96,254	\$99,142	\$102,116	\$105,179

Table 2

	Administrative increase on 24 January 2014 (1.5% increase)	Administrative increase on 25 July 2014 (1.5% increase)	Annual salary to be paid on 18 September 2015 (3% increase)	Annual salary to be paid on 22 July 2016 (3% increase)	Annual salary to be paid on 31 March 2017 (3% increase)
ALLOWANCE LEVEL					
1	\$2,316	\$2,351	\$2,422	\$2,495	\$2,570
2	\$3,889	\$3,947	\$4,065	\$4,187	\$4,313
3	\$5,338	\$5,418	\$5,581	\$5,748	\$5,920

Table 3

	Administrative increase on 24 January 2014 (1.5% increase)	Administrative increase on 25 July 2014 (1.5% increase)	Annual salary to be paid on 18 September 2015 (3% increase)	Annual salary to be paid on 22 July 2016 (3% increase)	Annual salary to be paid on 31 March 2017 (3% increase)
CASUALS (per hour)					
Teaching	\$80.52	\$81.74	\$84.18	\$86.70	\$89.32
Non Teaching	\$40.26	\$40.87	\$42.09	\$43.35	\$44.66

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;

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- 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;

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- 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

a) 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.

b) 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.

c) 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.

d) 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.

e) 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, eg Certificate III.
Post-trade certificate:	A course of study over and above a trade certificate and less than a Certificate IV.
Certificates I and II:	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III:	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Certificate IV:	A course that provides greater breadth and depth of skill and knowledge and is comparable to a two (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 LEVELS

4.1 HIGHER EDUCATION OFFICER LEVEL 1

4.1.1 Training Level or Qualifications

Staff members at the base of this level would not be required to have formal qualifications or work experience upon engagement. Staff members engaged at the base of this level will be provided with structured on the job training in addition to up to 39-hours of induction to the higher education industry which will provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

4.1.2 Occupational Equivalent

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

4.1.3 Level of Supervision

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

4.1.4 Task Level

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

4.1.5 Organisational knowledge

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

4.1.6 Judgement, Independence and Problem Solving

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

4.1.7 Typical Activities

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel or technical staff with manual duties. Operate basic machinery, power tools and equipment.

4.2 HIGHER EDUCATION OFFICER LEVEL 2

4.2.2 Training Level or Qualifications

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

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

4.2.3 Occupational Equivalent

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

4.2.4 Level of Supervision

Receive routine supervision of straightforward tasks, close supervision of more complex tasks (see below). Positions at this level have limited or no supervisory responsibilities, although more experienced staff may assist inexperienced staff by providing guidance and advice, issue instructions on job allocation and methods of performance.

4.2.5 Task Level

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks. Knowledge of materials, cleaning chemicals, hand tools, basic power tools and equipment.

4.2.6 Organisational knowledge

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

4.2.7 Judgement, Independence and Problem Solving

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

4.2.8 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.

4.3 HIGHER EDUCATION OFFICER LEVEL 3

4.3.1 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:

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- 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.

4.3.2 Occupational Equivalent

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

4.3.3 Level of Supervision

In technical positions, receive routine supervision, moving to general direction with experience. In other positions, receive general direction. This is the first level where positions may include supervisory responsibilities at close supervision level; the occupant may be expected to prioritise tasks, maintain records and provide individual on-the-job training and guidance based on work performance. The occupant may also be expected to have a general knowledge of and be involved in, personnel-related tasks such as orientation of staff and monitoring work practices, staff attendance and leave arrangements.

4.3.4 Task Level

Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task. Apply quality checks to their work and the work of subordinate staff. This is the first level at which formal delegations may be exercised in the work area, eg allocate and reconcile petty cash.

4.3.5 Organisational knowledge

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

4.3.6 Judgement, Independence and Problem Solving

Exercise judgement on work methods and task sequence with specified timelines and standard practices and procedures; adapt work methods in dealing with non-standard problems.

4.3.7 Typical Activities

4.3.7.1 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;

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- 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.

4.3.7.2 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 (eg data manipulation between application software).
- c) Input to and retrieve from system databases, eg Human Resource System, Finance Accounting System, Student Information System etc, undertake standard processing activities, produce and distribute standard system reports;
- 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.

4.3.7.3 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 oversight 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.

4.4 HIGHER EDUCATION OFFICER LEVEL 4

4.4.1 Training Level or Qualifications

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

- 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.

4.4.2 Occupational Equivalent

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

4.4.3 Level of Supervision

In technical positions, receive routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, receive general direction. May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.

Where positions at this level have responsibility for the supervision of staff it will be at the close to routine supervision level which will include on the job training and staff assessment and basic performance counselling in relation to the work area.

4.4.4 Task Level

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks which may involve a number of sequential steps and which require the application of developed skills, experience and a good knowledge of equipment, methods, materials and procedures applicable to the work area concerned.

4.4.5 Organisational knowledge

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

4.4.6 Judgement, Independence and Problem Solving

In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In administrative positions, provide factual advice that requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

4.4.7 Typical Activities

4.4.7.1 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 (eg 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.

4.4.7.2 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.

4.4.7.3 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. Supervise the activities of staff members, including oversight of contract staff, supervising and controlling a large number of non-trade work teams performing gardening or security activities.

4.5 HIGHER EDUCATION OFFICER LEVEL 5

4.5.1 Training Level or Qualifications

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

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- 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.

4.5.2 Occupational Equivalent

Administrator with responsibility for advice and determinations; draftsman, experienced technical officer, entry-level training grade for engineer, computer technician, librarian and research positions Definition of Professional Positions (HEO Level 5/6P): This grade caters for the entry level of the designated Professional positions (formerly Engineer Grade 1, Computer Officer Grade 1, Research Officer Grade 1 and Librarian Grade 1) where the position holder will have obtained a degree but have less than 3 years' relevant work experience - see Task Level below). All references to Professional positions refer to these 4 groups.

4.5.3 Level of Supervision

In professional positions, receive routine supervision to general direction, depending on tasks involved and experience and may be required to supervise non-professional staff at close to routine supervision level. In technical and other positions, receive general supervision and may supervise other staff at close to routine supervision level.

4.5.4 Task Level

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions (defined above), apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

At this level an HEO 5/6 in Professional positions is expected to progress from the situation in which the person has no relevant experience after graduation (and commencing on the HEO Level 5/6 salary range) in the application of knowledge of actual work problems to the stage where the person can and does perform a wide range of professional tasks under general supervision. Initially the work is reviewed for validity, adequacy and conformity with general requirements but as the person develops professionally and gains experience the person's work receives progressively less review. The person will be expected to exercise more individual judgement to work at the level of competence of an experienced professional. After 3 years and the satisfactory completion of the above requirements, and satisfactory work performance the person will advance to the base salary of HEO Level 6. As part of this requirement, on-the-job-training, the involvement in relevant professional courses and conferences will be expected.

A person with previous postgraduate experience will only be employed above this training grade (on the base salary of HEO Level 6) if it can be shown that their previous work experience is in a directly related field to the duties the person is required to perform and that experience has been undertaken for a minimum period of three (3) years.

4.5.5 Organisational knowledge

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

4.5.6 Judgement, Independence and Problem Solving

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

4.5.7 Typical Activities

4.5.7.1 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.

4.5.7.2 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, eg 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.

4.5.7.3 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.

4.6 HIGHER EDUCATION OFFICER LEVEL 6

4.6.1 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.

4.6.2 Occupational Equivalent

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

4.6.3 Level of Supervision

Professional positions receive general direction, and may be required to guide less experienced professional staff/research students in methods and approaches to problems and may have supervisory responsibilities of non-professional staff at close to routine supervision level.

Technical and administrative positions receive general direction and may have supervisory responsibility (from close to general supervision level) and line management responsibility for technical, administrative and other non-professional staff. This would include setting priorities, monitoring workflow, developing local strategies or work practices in their area of responsibility.

4.6.4 Task Level

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

4.6.5 Organisational knowledge

Perform tasks/assignments that may require specialist knowledge of major activities of the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

4.6.6 Judgement, Independence and Problem Solving

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

4.6.7 Typical Activities

4.6.7.1 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.

4.7 HIGHER EDUCATION OFFICER LEVEL 7

4.7.1 Training Level or Qualifications

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

- a) 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.

4.7.2 Occupational Equivalent

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

4.7.3 Level of Supervision

Limited direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff 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.

4.7.4 Task Level

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In administrative positions the tasks undertaken may be of a complex or specific nature encompassing a major area of school/branch operations. In professional (as defined) or technical positions may be a recognised authority in a specialised area and/or perform the role of team leader.

4.7.5 Organisational Knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities. May be expected to provide subject matter or policy advice across a range of activities or programs that may impact on other areas of the institution's operations.

4.7.6 Judgement, Independence and Problem Solving

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

4.7.7 Typical Activities

4.7.7.1 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.

4.7.7.2 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;

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- 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.

4.7.2 Typical Activities

4.7.2.1 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.

4.7.2.2 In Administrative positions:

- 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.

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

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- 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.
- 4.7.2.4 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.
- 4.7.2.5 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.

4.8 HIGHER EDUCATION OFFICER LEVEL 8

4.8.1 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.

4.8.2 Occupational Equivalent

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

4.8.3 Level of Supervision

Receive broad direction working with a degree of autonomy. At this level work is assigned only in broad objectives to be accomplished. May supervise or manage other administrative, technical and/or professional staff from general to limited supervision level.

4.8.4 Task Level

Work at this level is likely to require the development of new ways of using a specific body of knowledge that applies to work assignments, or may involve the integration of other specific bodies of knowledge. Examples would include high level project work and development of policies which may impact on a number of the institution's operations and/or programs and the performance of a middle level management function requiring a high degree of independence in the formulation of plans, objectives and policies in relation to meeting area objectives.

4.8.5 Organisational knowledge

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

4.8.6 Judgement, Independence and Problem Solving

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures. A person at this level operates with a high degree of independent judgement and initiative within broad guidelines. Originality and ingenuity are required for devising practical and economical solutions to problems.

4.8.7 Typical Activities

4.8.7.1 In Administrative positions:

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

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- 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.

4.8.7.2 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.

4.8.7.3 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.

4.8.7.4 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 (eg 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.

4.9 HIGHER EDUCATION OFFICER LEVEL 9

4.9.1 Training Level or Qualifications

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

- d) Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- e) Extensive experience and management expertise; or
- f) An equivalent combination of relevant experience and/or education/training.

4.9.2 Occupational Equivalent

Manager where the services are of significant size, scope and/or complexity, including administrative, research, professional or scientific. Senior researcher; Faculty administrator. Professional performing particularly complex specialist activities not covered by a higher professional authority.

4.9.3 Level of Supervision

Receive broad direction, work with a considerable degree of autonomy. Will have management responsibility of a major functional area and/or manage other staff including administrative, technical and/or professional staff from general to broad direction level.

4.9.4 Task Level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Examples would include high-level project work requiring a multi-perspective approach and development of policies which will have significant effects across the institution. Significant high-level creative, planning and management functions. Responsibility for significant resources.

4.9.5 Organisational knowledge

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

4.9.6 Judgement, Independence and Problem Solving

Responsible for program development and implementation. Provide strategic support and advice to Schools, Faculties or Areas at a corporate level requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisation structures. May operate with a very high degree of independent judgement and initiative within broad guidelines across a wide range of activities. Originality and ingenuity are required for devising practical and economical solutions to a diverse range of problems.

4.9.7 Typical Activities

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

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- 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.

4.10 HIGHER EDUCATION OFFICER LEVEL 10

4.10.1 Training Level or Qualifications

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

- 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.

4.10.2 Occupational Equivalent

Senior program, research or administrative manager.

4.10.3 Level of Supervision

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

4.10.4 Task Level

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

4.10.5 Organisational knowledge

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

4.10.6 Judgement, Independence and Problem Solving

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

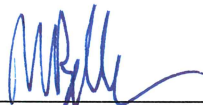
4.10.7 Typical Activities

Manage a large functional unit with a diverse or complex set of functions and significant resources; manage a more complex function or unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structure, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

Signed for and on behalf of

THE UNIVERSITY OF ADELAIDE

Adelaide, South Australia 5005



11 / 11 / 14

Professor Warren Bebbington
Vice-Chancellor and President

In the presence of



11 / 11 / 14

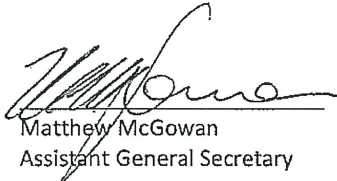
JILLIAN MILLER

Print name

Signed for and on behalf of

NATIONAL TERTIARY EDUCATION INDUSTRY UNION

120 Clarendon Street, South Melbourne, Victoria 3205

 13/11/14
Matthew McGowan
Assistant General Secretary

In the presence of

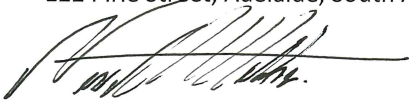
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Renee Veal
Print name

Signed for and on behalf of

COMMUNITY AND PUBLIC SECTOR UNION

122 Pirie Street, Adelaide, South Australia 5000



NEV KITCHIN

10/11/14

For Jan McMahon
General Secretary

In the presence of



10/11/14

P. CHRISTOPHER

Print name

Division of the Deputy Vice-Chancellor
and Vice-President (Academic)

Professor Pascale Quester
Deputy Vice-Chancellor
and Vice-President (Academic)

Level 7, Kenneth Wills Building

The University of Adelaide
SA 5005
Australia
Telephone +61 8 8313 5901
Facsimile +61 8 8313 4873
dvca@adelaide.edu.au

CRICOS provider number 00123M

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Our Ref: 2012/13469

15 October 2014

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 2014 - 2017

I refer to the enterprise bargaining negotiations concluded on 11 July 2014.

As a part of enterprise bargaining between the University of Adelaide (University) and the National Tertiary Education Union (NTEU) with regard to the *University of Adelaide Enterprise Agreement 2014 - 2017* (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 – Limitations of Fixed Term Contracts;
- (iii) Clause 5.1.4 – Professional Staff Development Scholarships;
- (iv) Clause 7.8 – On-Call (After Hours, Overtime and Planned Overtime) Agreement for the Information Technology Services Staff;
- (v) Clause 8.3 – Review and Appeal Committee;
- (vi) Time Release for the NTEU Adelaide University Branch President and Secretary;
- (vii) A limited review of current HEO6 Professional Staff (laboratory and/or workshop technicians) who are at the approval of the Enterprise Agreement working under limited supervision.

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

Limitations on the use of Fixed Term Contracts

Teaching Fellowships

The University agrees with the NTEU that the category of employment titled 'Teaching Fellowships' at clause 2.3.1.11, of the Enterprise Agreement, may be used for a range of circumstances and may also 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.

Other Circumstances

The University agrees with the NTEU that the category of employment titled 'Other Circumstances' at clause 2.3.1.12, of the Enterprise Agreement, may be used for a range of circumstances and may also be used to employ prospective and existing University staff who are:

- (i) 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
- (ii) engaged by Professional and Continuing Education in an English Language or Community Teaching Program.

Professional Staff Development Scholarships

In accordance with clause 5.1.4, of the Enterprise Agreement, the University agrees to offer 40 professional staff development scholarships annually throughout the life of the Enterprise Agreement valued at up to \$2,500.00 for each Scholarship granted. Once the Enterprise Agreement comes into effect the University will develop an application and selection process that will assist professional staff to apply to access the above professional staff development scholarships. It is agreed between the University and the NTEU that eligible staff may apply for the Professional Staff Development Scholarships from 1 January 2015, or whenever the Enterprise Agreement comes into effect, whichever is the later.

ITS On-Call Agreement

Subject to the requirements prescribed by clause 7.8, of the Enterprise Agreement, the University agrees to continue to apply the terms and conditions of the On-Call (After Hours, Overtime and Planned Overtime) Agreement for the Information Technology Services Staff entered into between the University and the NTEU dated 21 August 2007.

Review and Appeal Committee – Pool of Chairs

In accordance with clause 8.3 of the Enterprise Agreement, the University and NTEU agree to compile a list of internal University candidates (academic, professional and titleholder) to form a pool of chairs prior to the Enterprise Agreement coming into effect.

The University and NTEU agree that where an academic staff member lodges an appeal in relation to an application for academic promotion pursuant to clause 5.3 of the Enterprise Agreement, an academic member (staff or titleholder) of the pool of chairs should chair the review and appeal committee.

The University and NTEU agree that where a professional staff member lodges an appeal in relation to an application for professional staff reclassification pursuant to clause 5.5 of the Enterprise Agreement, a professional member of the pool of chairs should chair the review and appeal committee.

In the event a listed chairperson is no longer able to participate in review and appeal committees, the University and NTEU may agree a replacement for that participant in the pool of chairs.

Time Release

The University agrees to provide the Secretary and President of the NTEU – Adelaide University Branch, with paid time release comprising not more than 10% each of the Secretary and President's 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).

Review of Higher Education Officer 6 (Technicians) with Limited Supervision

The University agrees that by the end of 2015 it will consider up to 30 HEO6 positions identified by the NTEU and that meet the criteria of being technicians with workshop and/or student demonstrating duties in Sciences (including the VET School) and ECMS. The Position Descriptions will be amended from general to limited supervision based on confirmation from the Head of School.

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.

So that these matters may be appropriately represented in supporting material to which staff will refer ahead of the staff ballot I would appreciate having your response before 22 October 2014.

Yours sincerely



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

26 November, 2014

Professor Pascale Quester
Deputy Vice-Chancellor and Vice-President (Academic)
The University of Adelaide
SA 5005

Dear Pascale,

Re: Exchange of Letters – University of Adelaide Enterprise Agreement 2014-2017.

I am writing in response to your letter of 15 October, 2014. On behalf of the NTEU, I confirm acceptance of the undertakings outlined in the University's letter dated 15 October 2014.

Apologies for the delay in getting back to you.

Yours sincerely,

A handwritten signature in black ink, which appears to read "Grahame McCulloch". The signature is fluid and cursive, with a long horizontal stroke at the end.

GRAHAME McCULLOCH
General Secretary

Division of the Deputy Vice-Chancellor
and Vice-President (Academic)

Professor Pascale Quester
Deputy Vice-Chancellor
and Vice-President (Academic)

Level 7, Kenneth Wills Building

The University of Adelaide
SA 5005
Australia

Telephone +61 8 8313 5901
Facsimile +61 8 8313 4873
dvca@adelaide.edu.au

CRICOS provider number 00123M

Our Ref: 2012/13469

4 December 2014

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 2014 – 2017

I am writing in relation to the Higher Duties Allowances provisions contained within the University of Adelaide Enterprise Agreement 2014-2017 (Enterprise Agreement).

Clause 3.7.7 of the Enterprise Agreement states: *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.*

It is proposed that this clause will be applied in the following manner:

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.

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 dark ink, appearing to read 'P. Quester', written over a horizontal line.

Professor Pascale Quester

Deputy Vice-Chancellor & Vice-President (Academic)

cc: Ms Tassi Georgiadis – Director, Human Resources
Ms Jane Welch - Manager, Workplace Relations, Human Resources
Ms Christie O'Brien, Senior Workplace Relations Advisor
Ms Cheryl Baldwin - NTEU Industrial Officer

Division of the Deputy Vice-Chancellor
and Vice-President (Academic)

Professor Pascale Quester
Deputy Vice-Chancellor
and Vice-President (Academic)

Level 7, Kenneth Wills Building

The University of Adelaide
SA 5005
Australia
Telephone +61 8 8313 5901
Facsimile +61 8 8313 4873
dvca@adelaide.edu.au

CRICOS provider number 00123M

Our Ref: 2012/13469

4 December 2014

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 2014 – 2017

I am writing in relation to the Professional Staff Classification Standards contained within the University of Adelaide Enterprise Agreement 2014-2017 (Enterprise Agreement).

The University has identified that the typical activities for HE06 Administrative and Professional positions have inadvertently not been included within the Enterprise Agreement. Within previous industrial instruments the University and the NTEU had agreed that the typical activities for these positions would be as follows:

'In Administrative positions:

- i. Provide financial, policy and planning advice;
- ii. Service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence;
- iii. Monitor expenditure against budget in a school or small faculty;
- iv. Write detailed reports or correspondence, material and/or other documents to communicate ideas or concepts related to issues that are sometimes complex or controversial;
- v. Provide a range of (non-clinical) counselling services to students;
- vi. Provide detailed advice on administrative matters and entitlements related to Superannuation, Income Tax, Retirements, Rollovers etc: co-ordinate and take responsibility for processing such entitlements.

In Professional positions:

- i. Work as part of a research team; provide research support activities including carrying out investigative, experimental or developmental work; perform and report on analyses, tests, observations and field trials;
- ii. Undertake literature surveys and assist with the preparation of material for publication;
- iii. Undertake routine computing work for statistical analysis;

- iv. Provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- v. Undertake a range of computer programming tasks including straightforward systems design, programming, reprogramming and investigation and rectification of program malfunctions;
- vi. Provide advice, assistance and documentation to computer users;
- vii. Analyse less complex user and system requirements.'

It is proposed that the above mentioned list of HE06 typical duties will be taken as a matter of University policy to form part of the Enterprise Agreement for the purposes of clause 4.6 of Schedule 7 and for any dispute that may arise regarding the classification or duties of a HE06 position.

Furthermore it is proposed that where the Enterprise Agreement is published that this letter and your response be attached and that this will make it clear that the list of typical activities will be treated as clauses 4.6.7.2 and clause 4.6.7.3 of Schedule 7 of the Enterprise Agreement.

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. 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. The University intends to rectify the deletion in the next round of bargaining.

Yours sincerely



Professor Pascale Quester
Deputy Vice-Chancellor & Vice-President (Academic)

cc: Ms Tassi Georgiadis – Director, Human Resources
Ms Jane Welch - Manager, Workplace Relations, Human Resources
Ms Christie O'Brien, Senior Workplace Relations Advisor
Ms Cheryl Baldwin - NTEU Industrial Officer



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

9 December, 2014

Professor Pascale Quester
Deputy Vice-Chancellor and Vice-President (Academic)
The University of Adelaide
SA 5005

Dear Pascale,

Re: Exchange of Letters – University of Adelaide Enterprise Agreement 2014-2017

I am writing in response to your letters of 4 December, 2014. On behalf of the NTEU, I confirm acceptance of the undertakings outlined in the University's letters regarding the Higher Duties Allowance provisions and Professional Staff Classification Standards contained within the University of Adelaide Enterprise Agreement 2014-2017.

Yours sincerely,

A handwritten signature in black ink, which appears to read "Grahame McCulloch".

GRAHAME McCULLOCH
General Secretary



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

The University of Adelaide
(AG2014/9931)

UNIVERSITY OF ADELAIDE ENTERPRISE AGREEMENT 2014-2017

Educational services

SENIOR DEPUTY PRESIDENT O'CALLAGHAN

ADELAIDE, 2 DECEMBER 2014

Application for approval of the University of Adelaide Enterprise Agreement 2014-2017.

[1] An application has been made for approval of an enterprise agreement known as the *University of Adelaide Enterprise Agreement 2014-2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The University of Adelaide. The Agreement is a single-enterprise agreement.

[2] To the extent that there is some doubt about the lodgement date of the agreement approval application, pursuant to s.185(3)(b) of the Act I consider it fair to extend the time for making this application to the actual date of lodgement.

[3] The CPSU, the Community and Public Sector Union, and the National Tertiary Education Industry Union (NTEU), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note that the Agreement covers these organisations.

[4] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 December 2014. The nominal expiry date of the Agreement is 31 March 2017.



SENIOR DEPUTY PRESIDENT

Human Resources
Services and Resources

Elysia Ryan
Acting Director, Human Resources

The University of Adelaide
SA 5005
Australia
Telephone +61 8 8313 5747
elysia.ryan@adelaide.edu.au

CRICOS provider number 00123M

Our Ref: 2012/13469
20 January 2014

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 2014 – 2017

Further to Professor Quester's letter dated 4 December 2014, I wish to notify the NTEU of an unintended typographical error in the Professional Staff Classification Standards of the University of Adelaide Enterprise Agreement 2014-2017.

The University has identified that the "Typical Activities" of HE06 Administrative and Professional positions have been inadvertently transposed into the classification standards for HE07 positions (as clauses 4.7.7.1 and 4.7.7.2 of Schedule 7).

The classification standards were not changed during bargaining and this clerical error appears to have arisen during reformatting of the agreement. The University intends to rectify the error in the next round of bargaining and also correct the numbering of the clause which you will appreciate has been affected by the error.

I propose that for any dispute that may arise regarding the typical duties of an HE07 position, that these activities be taken to be those which are currently listed in the new agreement as clauses 4.7.2.1, 4.7.2.2, 4.7.2.3, 4.7.2.4 and 4.7.2.5 of Schedule 7.

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. Further, this exchange of letters bringing about our agreement

3 February 2015

Elysia Ryan
Acting Director, Human Resources
The University of Adelaide
SA 5005

Dear Elysia

Re: Exchange of Letters – University of Adelaide Enterprise Agreement 2014-2017

I am writing in response to your letter of 20 January 2015. On behalf of the NTEU, I confirm acceptance of the agreement outlined in the University's letter regarding the Professional Staff Classification Standards contained within the University of Adelaide Enterprise Agreement 2014-2017.

Yours sincerely,



GRAHAME McCULLOCH
General Secretary

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, appearing to read 'Elysia Ryan', with a stylized flourish at the end.

ELYSIA RYAN

Acting Director, Human Resources

cc: Ms Jane Welch – Manager, Workplace Relations, Human Resources
Ms Christie O'Brien – Senior Workplace Relations Advisor
Ms Cheryl Baldwin – NTEU Industrial Officer