Flinders University

Enterprise Agreement

2004-2006
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PART A - ALL STAFF

A1 Title
This Agreement will be referred to as 'Flinders University Enterprise Agreement 2004–2006'.

A2 Arrangement
This Agreement is arranged as per the contents page.

A3 Definitions
In this Agreement:

A3.1 ‘ACG’ means the Academic Consultative Group comprising representatives from the University and the Flinders University Branch of the NTEU;
A3.2 ‘AMWU’ means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;
A3.3 ‘ASU’ means the Australian Municipal, Administrative, Clerical and Services Union;
A3.4 ‘Commission’ means the Australian Industrial Relations Commission;
A3.5 ‘Council’ means the Council of the University as provided for in The Flinders University of South Australia Act, 1966, as amended;
A3.6 ‘CPSU’ means the Community and Public Sector Union;
A3.7 ‘Cost Centre’ means Faculties, Central Administration and the Library;
A3.8 ‘Executive Director of Administration’ means the person appointed to, or acting in, the position of Executive Director of Administration of the University (or its successor position) or any person delegated the authority to act for the Executive Director of Administration;
A3.9 ‘Ex-SACAE staff’ means staff who transferred to the employment of the University as a result of the merger between the Sturt Campus of the former South Australian College of Advanced Education (SACAE) and the University;
A3.10 ‘JCC’ means the Joint Consultative Committee comprising representation from the University, LHMU, ASU, AMWU, CPSU and the Flinders University Branch of the NTEU;
A3.11 ‘Manager, Human Resources’ means the Manager, Human Resources or a delegated Officer in the Human Resources Division;
A3.12 ‘LHMU’ means the Liquor, Hospitality and Miscellaneous Union;
A3.13 ‘NTEU’ means the National Tertiary Education Industry Union;
A3.14 ‘Part-time staff member’ means a staff member who is engaged as such and who is appointed for a regular weekly period of less than the number of hours prescribed for the full-time staff;
A3.15 ‘Responsible officer’ and ‘officer’ means the officer to whom a staff member is formally responsible, sometimes referred to as ‘supervisor’;
A3.16 ‘SBU’ means the Single Bargaining Unit of Unions representing general staff;
A3.17 ‘Staff member’ means a person employed by the University, sometimes referred to as ‘employee’ or ‘staff’;
A3.18 ‘The University’ means ‘The Flinders University of South Australia’;
A3.19 ‘Unions’ means the trade unions that are listed under A9;
A3.20 ‘Vice-Chancellor’ means the person appointed to, or acting in, the position of Vice-Chancellor of the University or any person delegated the authority to act for the Vice-Chancellor;
A3.21 For the purpose of this Agreement every word in the singular will be deemed as including the plural;
A3.22 For the purpose of this Agreement any position title referred to means the position so-named or its successor position.

A4 Intent of the Agreement

The parties recognise that Australian universities are operating in a rapidly changing, demanding and difficult environment. This includes major industrial relations and employment reform and changes to University funding, research funding and management practices.

The University recognises the pivotal role of staff in advancing its strategic goals and objectives. This Agreement is designed to facilitate that role by providing an employment environment which is to the mutual benefit of staff and the University.

Specifically this Agreement reflects the parties' intentions to:

- provide employment conditions which maintain and strengthen the University’s reputation as a quality teaching and research institution;
- enhance the University's ability to attract and retain high quality staff through competitive salaries and working conditions, including innovative provisions for assisting the balance between work and other life responsibilities;
- provide a framework for staff and supervisors to manage workplace issues at the local level;
- achieve on-going improvements in productivity, efficiency, performance, and flexibility to enable the University to respond effectively to a dynamic higher education policy and funding environment; and
- promote employment security for staff by endeavouring to maintain the overall size of the workforce during the life of the Agreement.

A5 Operation of the Agreement

This Agreement will operate from its date of certification in the Commission until 30 June 2006.

A6 Relationship with Other Awards and Agreements

This Agreement constitutes a comprehensive and closed Agreement and operates to the exclusion of and wholly replaces any existing or future awards or certified agreement of the Australian Industrial Relations Commission which may otherwise, but for this clause, apply to those staff whose employment falls within the scope of this Agreement.

A7 Variations to the Agreement

This Agreement may only be varied in accordance with the relevant sections of the Workplace Relations Act, 1996 (Commonwealth), as amended.

A8 No Further Claims

The parties agree not to pursue any further claims relating to the matters covered by this Agreement prior to its nominal expiry date, unless specifically contemplated in this Agreement.
A9 Parties Bound

Part A of this Agreement will be binding according to its terms on all parties listed in A9.1 to A9.8 inclusive. Part B of this Agreement will be binding according to its terms on parties listed in A9.1 to A9.8 inclusive; and Part C of this Agreement will be binding according to its terms on parties listed in A9.5 to A9.8 inclusive.

A9.1 LHMU;
A9.2 ASU;
A9.3 AMWU;
A9.4 CPSU;
A9.5 NTEU;
A9.6 AHEIA;
A9.7 Flinders University; and
A9.8 all persons whose employment is, at any time when the Agreement is in operation, subject to the Agreement, as defined in A10.

A10 Application

Part A of this Agreement applies to all staff members of the University bound by the Agreement. Part B of this Agreement applies to general staff only. Part C of this Agreement applies to academic staff only.

A11 Consultation and Negotiation of Conditions Affecting Employment

A11.1 The parties recognise:

A11.1.1 that it is established practice within the University to undertake wide consultation on matters likely to affect the employment and industrial conditions of staff, including consultation with relevant unions, prior to approval from the relevant University bodies; and

A11.1.2 that representatives of the academic and general staff unions meet with the University on a regular basis in forums known as the ACG and the JCC respectively to consider matters affecting or likely to affect employment conditions and the working environment of staff.

A11.2 The parties agree that the conditions listed in Schedule I will not be varied without negotiation and agreement between the parties (SBU for general staff; the Flinders University Branch of the NTEU for academic staff).

A12 Availability of Agreement

The Agreement will be made available on the University’s website. Upon request, copies of the Agreement will be available from the Human Resources Division to any staff member covered by this Agreement.

A13 Monitoring Implementation of the Agreement

A13.1 The JCC and the ACG will monitor the implementation of Part A of this Agreement and the further development of initiatives, policies and procedures consistent with the undertakings given in this Agreement.
A13.2 The JCC will monitor the implementation of Part B of this Agreement and the further development of initiatives, policies and procedures consistent with the undertakings given in this Agreement.

A13.3 The ACG will monitor the implementation of Part C of this Agreement and the further development of initiatives, policies and procedures consistent with the undertakings given in this Agreement.

A13.4 The JCC will meet on a regular basis and at intervals of not more than three months, unless otherwise agreed. Membership will consist of representatives of each party of the SBU and a like number of representatives of the University, with the provision by agreement of all parties to co-opt further members or allow additional attendees.

A14 Reopening Negotiations

The University undertakes to reopen negotiations at least three months prior to the expiry of this Agreement.

A15 No Discrimination

The University will ensure that staff, and applicants for employment, are not subject to discrimination in relation to all terms and conditions of employment.

A16 Managing Change

A16.1 Consultation about Initiating Change

The parties recognise that management of organisational change requires associated consultation with staff and the union(s).

When the University decides to implement a significant change to work organisation it must first consult with the relevant union(s) about the need for change and the development of a change process.

The SBU (in respect of general staff) or the Flinders University Branch of the NTEU (in respect of academic staff) should be consulted about the establishment of any formal review process which will lead to significant change to work organisation including the membership, terms of reference and consultation process to be employed by any review group that may be established.

‘Significant change’ includes termination of employment, including redundancy; major changes in the composition, operation or size of the University work force or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or tenure opportunities; alteration to hours of work; the restructuring of work areas and outsourcing of services.

A16.2 Consultation about Implementing Change

If a decision is taken to proceed with a significant change proposal the University must consult with the Chair of the SBU (general staff) and/or the President of the Flinders University Branch of the NTEU (academic staff) about the implementation of that change, particularly where the change is likely to have an impact on the work, conditions or career prospects of staff.
Such consultations should include means of avoiding detrimental outcomes for affected staff and may involve an agreement related to relocation and/or retraining.

A16.3 Redundancies

Where changes lead to position(s) becoming redundant, the University will comply with the redundancy provisions for academic staff or general staff as appropriate including the consultation process specified in those provisions.

A17 Disputes

A17.1 Subject to A17.2, a dispute arising from the interpretation, application or operation of any provision of this Agreement will be dealt with in the following manner.

A17.2 This clause does not apply to any matter arising under this Agreement for which there is an appeals or review process specified in the Agreement.

A17.3 In the first instance an accredited representative of the union and the appropriate representative of the University will discuss the dispute and attempt to reach agreement.

A17.4 Where a dispute is not resolved under A17.3 above, at the request of either party a Disputes Committee will be convened within one working week, unless agreed otherwise. The Disputes Committee will consist of:

A17.4.1 two nominees of the University; and

A17.4.2 two nominees of the SBU (general staff) and/or the Flinders University Branch of the NTEU (academic staff).

A17.5 The Disputes Committee will attempt to resolve the matter within seven days of its first meeting. Any resolution will be in the form of a written agreement subject, if necessary, to ratification by either party.

A17.6 Industrial Action

Until the procedures described above have been exhausted:

A17.6.1 work will continue in the normal manner;

A17.6.2 no industrial action will be taken by the University or the union(s);

A17.6.3 the University will not change work, staffing or the organisation of work if such is the subject of the dispute, nor take any other action likely to exacerbate the dispute; and

A17.6.4 the subject matter of the dispute will not be taken to the Commission by the union(s) or the University, except in exceptional circumstances.
A17.7 Should the dispute not be resolved by the processes referred to in A17.3 to A17.5 the matter may be referred by either party to the Commission for conciliation and arbitration in which case the parties will be bound by the recommendation or decision of the Commission.

A17.8 It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement, any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity or the Commission may act of its own motion to take steps to vary the Agreement.

A17.9 Matters not covered by the Agreement

In the case of disputes relating to matters not covered by this Agreement, the parties are committed to resolving the issue(s) through consultation.

A18 Notice Boards

A union party to this Agreement will be granted reasonable access to University notice boards for the display of notices of or relating to its affairs authorised by a responsible official of such association. The Executive Director of Administration may forbid any offensive or improper notice, or cause it to be removed.

A19 Employer/Employee Obligations

The parties acknowledge that the University, as the employer, has the duty to:

• provide a safe workplace and exercise a duty of care;
• provide appropriate work and professional development while the staff member is employed;
• provide fair and reasonable remuneration;
• ensure staff have access to the facilities, policies and procedures necessary to perform their jobs; and
• respect the rights and welfare of all staff, students and other persons who use the University.

The parties acknowledge that staff members, as employees, have the duty to:

• abide by statutes, regulations and policies and comply with reasonable directions of the employer;
• display due care, diligence and skill in the performance of work; and
• respect the rights and welfare of all staff, students and other persons who use the University.

A20 Australian Workplace Agreements

The University may offer Australian Workplace Agreements in accordance with the Workplace Relations Act, 1996.

A21 Jury Service

Where a staff member is required to undertake jury service, special leave with pay will be approved. Should the period of jury service exceed 20 working days, the staff member will be required to repay the University any fees received for such service, less any expenses incurred.
A22 Leave to Attend Trade Union Courses, Seminars, etc

A22.1 Leave of absence will be granted to a staff member who is a member of a union which is party to this Agreement to attend a short union training course or seminar subject to the following requirements:

A22.1.1 the scope, content and level of the short course or seminar is designed to contribute to a better understanding of workplace relations; and

A22.1.2 the Executive Director of Administration is satisfied that the work requirements of the University permit the granting of such leave and the staff member concerned has not had more than ten working days’ leave for this purpose in any two year working period with the University.

A22.2 Where a staff member attends a short course or seminar, the onus of proof of which will lie on the staff member, leave granted will be on full pay and will count as service for all purposes. Full pay does not mean or include shift, other penalty payments, allowances or overtime.

A23 Leave Without Pay

A23.1 Approval of Leave

A23.1.1 Leave without pay will not normally be granted for periods in excess of two years.

A23.1.2 Notwithstanding A23.1.1, a staff member may apply for up to three years’ leave without pay to undertake full-time study.

A23.1.3 All applications for leave without pay must be submitted in advance to and approved by the responsible officer.

A23.1.4 Applications for leave without pay for periods in excess of 20 working days per calendar year must also be endorsed by the relevant Cost Centre head and approved by the Executive Director of Administration.

A23.1.5 Applications for leave without pay exceeding 20 working days per calendar year will only be approved where it can be demonstrated that the arrangement will have long-term benefits for the University and/or the arrangement will not be detrimental to the area concerned. Such leave may also be approved on compassionate grounds.

A23.1.6 Public holidays which fall within the period of leave without pay will be without pay unless they occur at the beginning or end of the period of leave.

A23.2 Effect on Leave Accrual and Salary Increments

A23.2.1 Leave without pay approved on academic or professional grounds will count as service for both long service leave
purposes, and salary increment purposes, provided that the staff member returns to the University for an equivalent period. All other entitlements will cease to accrue during leave without pay.

**A23.2.2** Leave without pay approved on other than academic or professional grounds will not count as service for all leave entitlements or salary increment purposes, provided that salary increment dates will be adjusted only in respect of completed months of such leave.

**A23.2.3** In exceptional circumstances, the Manager, Human Resources may use discretion with respect to accrual of entitlements.

**A23.3** Superannuation

**A23.3.1** UniSuper

**A23.3.1.1** When a staff member who is a contributing member of UniSuper is granted leave without pay, both member and employer contributions will normally be suspended.

**A23.3.1.2** Notwithstanding A23.3.1.1, a staff member who is a contributing member of UniSuper who wishes a period of leave without pay to count as contributing service will be required to enter into an arrangement to make both employer and employee contributions for the full period of the absence.

**A23.3.2** Super SA

In accordance with Section 23(6) of the *Superannuation Act, 1988* as amended, the following provisions apply to periods of leave without pay:

**A23.3.2.1** any period of leave without pay of two weeks or less will be treated as a period of employment in respect of which contributions are payable by the staff member;

**A23.3.2.2** if leave without pay is taken as a continuous period exceeding two weeks, no contribution is payable by the staff member; however, the staff member may elect to maintain contributions for a maximum total period of 12 months. Under certain circumstances, staff members who take leave without pay for periods of greater than 12 months may seek approval from the Super SA Board to maintain their contributions.

**A23.3.3** Superannuation Scheme No 1

A member of the Superannuation Scheme No 1 who is granted leave without pay will be required to pay to the trustees an amount representing the member’s proportionate share of the cost of death cover and the administrative charges of the Fund during the period of
leave without pay. This requirement may be waived by the Manager, Human Resources on application by the member and in such circumstances the Manager, Human Resources will determine the member's 'normal salary' for the purposes of determining the amount of any death benefit.

A24 Long Service Leave

A24.1 Overview

A24.1.1 Long service leave is leave with pay granted to staff members after an extended period of continuous service with the University. Its purpose is to provide a period of refreshment to enable the staff member to return to work ready for effective future performance of responsibilities.

A24.1.2 A member of staff will not undertake any employment for hire or reward during a period of long service leave.

A24.2 Eligibility

The University will provide long service leave in accordance with this policy for all members of staff. The parties agree that this policy will operate to the exclusion of the Long Service Leave Act, 1987 (SA), as amended.

A24.3 Qualifying Service

A24.3.1 The following forms of service will accrue an entitlement to long service leave:

A24.3.1.1 continuous service in the employment of the University including periods of paid leave;

A24.3.1.2 any period of service as a member of the Armed Forces of the Commonwealth (other than service as a member of the permanent forces) while holding an appointment at the University;

A24.3.1.3 any period of leave without pay approved on academic or professional grounds, provided that the staff member returns to the University for an equivalent period;

A24.3.1.4 any period of leave without pay approved to undertake relevant full-time study up to 3 years provided that the staff member returns to the University for an equivalent period.

A24.3.2 Notwithstanding the above, the Manager, Human Resources may, in exceptional circumstances, approve a period of leave without pay on other than academic or professional grounds as service carrying entitlement.

A24.3.3 For the purposes of A24.3.1.1, continuity of service will not be affected by:

A24.3.3.1 a break in service caused by the University where an employee is re-employed under an
order of a court or commission, unless the court or commission orders otherwise;

A24.3.2  a break in service caused by the University in an attempt to avoid an obligation or liability imposed on the University by an act, award, agreement or scheme relating to long service leave;

A24.3.3  absence from work in accordance with the contract of service;

A24.3.4  absence from work because of illness, injury, long service leave or annual leave;

A24.3.5  absence from work because of any other kind of approved leave;

A24.3.6  the standing down of an employee by the University because of slackness in trade where she/he is subsequently re-employed by the University;

A24.3.7  a break in service as a direct or indirect result of an industrial dispute where the employee 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; and

A24.3.8  any other break in service caused by the University where the worker returns to work or is re-employed by the University within two months.

A24.4  Transferability

A24.4.1  For the purpose of determining long service leave entitlement, the University will recognise all prior continuous paid service within other Australian higher education institutions (recognition of prior service within Australian higher education institutions other than universities applies only to staff taking up appointment within the University on or after 1 June 1988).

A24.4.2  The University will also recognise all prior continuous paid service within the South Australian Public Service, Commonwealth Public Service, Australian Vice-Chancellor's Committee and other inter-university bodies, and South Australian Statutory Authorities (recognition of prior service with any of these employers applies only to staff taking up appointment within the University on or after 13 December 1991), and other authorities, institutions or organisations at the discretion of the Executive Director of Administration, provided that such prior service will not accrue a long service leave entitlement but will be considered as qualifying service for determining when the staff member is eligible to take long service leave.
A24.4.3 If a staff member has been paid in lieu of long service leave or has taken long service leave prior to commencing appointment at the University, this period of leave will be deducted from any entitlement due or service recognised.

A24.4.4 For purposes of A24.4.1 and A24.4.2, service must be continuous, except that a break of up to two months between service at the University and the staff member’s previous appointment will be accepted by the University for the purpose of recognition.

A24.4.5 Recognition of prior service will not apply to staff members on fixed-term appointments funded from external sources which make no provision for the transfer of long service leave credits from one institution to another.

A24.4.6 The Manager, Human Resources (or nominee) will exercise discretion in the recognition of any other service which may have been recognised by the releasing employer.

A24.4.7 Notwithstanding A24.5.2, and except in cases eligible in accordance with A24.7.1.1, a member of staff will be required to serve at least three years with the University before being permitted to take accrued long service leave or to receive payment in lieu of long service leave accrued, unless the University determines otherwise.

A24.4.8 The entitlement to leave for any recognised period(s) of prior service will be calculated as if it were initial service with the University.

A24.4.9 New staff members seeking recognition of prior service with previous employers must do so, in writing, to the Manager, Human Resources, within 6 months of commencing employment at the University.

A24.5 Entitlement

A24.5.1 Entitlement to long service leave will accrue as follows:

A24.5.1.1 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 on or after 1 January 1966 (4.3 working days before 1 January 1966); and

A24.5.1.2 for staff who were employed by SACAE at the time of the merger with the University (1 January 1991), at the rate specified in A24.5.1.1, but increasing to 10.8 working days per year after 15 years of service.

A24.5.2 Except in cases eligible in accordance with A24.4.2, a staff member will be eligible to take an initial period of long service leave upon accruing an entitlement to
45.5 working days (normally equivalent to 7 years’ continuous paid service), and to take subsequent periods of long service leave when that staff member has accumulated an entitlement to 5 working days.

A24.5.3 Except as otherwise provided by A24.7.1, the accrued entitlement of a staff member to long service leave will lapse upon the termination of service by death or otherwise unless the staff member has become eligible under A24.5.2 to take an initial period of long service leave.

A24.6 Payment for Long Service Leave Taken

A24.6.1 Payment for long service leave will be at the staff member’s ordinary rate of pay, defined as her/his fortnightly rate of pay as at the date of commencement of a period of long service leave, excluding overtime, shift premiums and penalty rates.

A24.6.2 If the staff member was employed on a casual basis during the three year period immediately preceding the date of commencement of long service leave, her/his ‘ordinary rate of pay’ is calculated by averaging the number of hours worked per fortnight in the preceding 3 year period and multiplying the result by her/his hourly rate of pay as at the leave commencement date, excluding overtime, shift premiums and penalty rates.

A24.6.3 A staff member whose employment fraction has changed within the 3 years immediately preceding taking or being paid for long service leave will be entitled to be paid at the full-time rate for any prior full-time accumulation, and at the relevant part-time rate for leave accrued while working part-time.

A24.6.4 Any normal increment or any variation in salary scale occurring during a period of long service leave will be included in such payment.

A24.7 Payment in Lieu of Long Service Leave

A24.7.1 Payment in lieu of long service leave accrued but not taken will be made:

A24.7.1.1 where not less than 5 years of service carrying entitlement to long service leave under A24.3.1 has been completed and the staff member dies, or is considered by the relevant superannuation body to be totally and permanently incapacitated, or is declared redundant under the relevant redundancy provisions of this Agreement; or

A24.7.1.2 where a staff member has become eligible to take long service leave under A24.5.2 and resigns, or the staff member’s employment is terminated except for any reason other than serious and willful misconduct.
A24.7.2 In the event of the death of a staff member, any payment in lieu of long service leave will be paid to the authorised representative of the staff member.

A24.8 Time and Manner of Taking Long Service Leave

A24.8.1 Subject to the needs of the University and A24.4.7, a staff member may take all or part of her/his accrued long service leave entitlement upon becoming eligible to take an initial period of leave under A24.5.2.

A24.8.2 The timing of taking long service leave will be mutually agreed between the member of staff and the University. In circumstances where the staff member and the responsible officer cannot agree, the matter will be referred to the Head of the relevant Cost Centre for resolution. If agreement still cannot be reached, a person, agreed by both parties, will be appointed by the Manager, Human Resources to determine the matter.

A24.8.3 A staff member may apply to take long service leave on half-pay. Although normally applying only to full-time staff, applications will be considered from part-time staff. Approval to take extended leave on half-pay will only be given where it can be demonstrated that such absence will not be detrimental to the area concerned. All entitlements and superannuation will accrue at the appropriate pro-rata rate during a period of leave on half-pay.

A24.8.4 Notwithstanding A24.8.1 and A24.8.5, the minimum period of long service leave which can be taken, including on half-pay, will normally be no less than five working days.

A24.8.5 A full-time staff member may apply to take long service leave in single days over an extended period, thereby allowing part-time work over a defined period while retaining a full-time salary, provided that:

A24.8.5.1 the leave request involves a structured and regular use of long service leave;

A24.8.5.2 the staff member will normally take a minimum of 26 days’ long service leave over a 6 month period;

A24.8.5.3 approval is subject to the operational requirements of the work area; and

A24.8.5.4 the details of the reduction in workload for the defined period are agreed between the responsible officer and the staff member.

A24.8.6 Excluding weekends and public holidays, every day occurring from the first day of long service leave will be counted as a day of long service leave.
Upon reaching 65 working days’ entitlement (normally equivalent to 10 years’ continuous paid service), a staff member will be required to provide a plan, to be agreed with her/his responsible officer, for taking long service leave. Where such a plan is not provided, or is provided and not complied with, and the accumulated entitlement exceeds 80 working days, the Executive Director of Administration may give the staff member six months’ notice of the requirement to take long service leave and the date on which that leave must commence. The length of such long service leave should be sufficient to reduce the staff member’s accumulated entitlement to 65 working days or less.

Where a current staff member has an accumulated entitlement exceeding 80 working days as at 31 December 2004, the notice of requirement to take leave will not apply until the staff member has been given a reasonable opportunity to provide a plan for taking long service leave.

Where prolonged illness results in the exhaustion of other paid leave entitlements, and a staff member has not less than 32.5 working days’ entitlement to long service leave (normally equivalent to 5 years’ continuous paid service), the Executive Director of Administration may allow long service leave to be used for this purpose.

Where a staff member becomes ill for a period of not less than one day while on long service leave, she/he will, subject to the availability of sick leave and the production of a medical certificate for the period of illness, be credited the long service leave and debited the sick leave for the approved number of working days. The ability to convert long service leave to sick leave is not available where the absence immediately precedes retirement, except in exceptional circumstances approved by the Executive Director of Administration.

**Parental Leave**

**Overview**

Parental leave, which includes maternity, adoption and partner leave, provides the means for University staff to care for their children following birth or adoption.

**Eligibility and Entitlement**

Subject to A25.2.4, any full-time or part-time staff member who completes 12 months or more of continuous service with the University before the expected date of birth or placement of a child is entitled to 52 weeks’ parental leave, which comprises:

- maternity leave – payment of salary for the first 18 weeks’ leave or, in the case of a medically defined late pregnancy miscarriage
or stillbirth, for 6 weeks from the date of the miscarriage or stillbirth;

A25.2.1.2 adoption leave – payment of salary for the first 18 weeks’ leave;

A25.2.1.3 partner leave – payment of salary for the first week’s leave at the time of the birth or adoption.

A25.2.1.4 The remainder of the 52 weeks of parental leave will be unpaid.

A25.2.2 A staff member who completes 12 months of continuous service with the University during the first 18 or 6 weeks of absence respectively as prescribed in A25.2.1.1 is entitled to payment from the date of completion of the 12 months’ service for the balance of the 18 or 6 weeks' absence. The remainder of the 52 weeks’ parental leave will be unpaid.

A25.2.3 A staff member who has been employed by the University for a continuous period of less than 12 months at the expected date of birth or adoption is entitled to 52 weeks’ unpaid maternity leave. A staff member who does not meet the 12 month service requirement is not entitled to partner or adoption leave, but may apply for leave without pay under the University’s normal provisions for such leave.

A25.2.4 Casual staff are not entitled to parental leave. However, a casual staff member must still comply with the requirements of A25.3.2 and A25.3.3 with respect to working before the expected birth and resuming employment afterwards.

A25.2.5 Entitlement to parental leave is retained for the full period of 52 weeks from its commencement. A staff member who returns to work after taking less than the full period of 52 weeks may apply to take the balance, or part thereof, of the parental leave later within the 52 week period, provided that the conditions applying where both partners are employed by the University are met (refer A25.5.4).

A25.3 Maternity Leave

A25.3.1 A staff member who completes 12 months or more of continuous service with the University before the expected date of birth is entitled to 8 working days’ paid antenatal leave (pro-rata for part-time staff). This is available during the pregnancy and up to the time of commencing maternity leave for reasons associated with the pregnancy.

A25.3.2 Maternity leave itself will normally commence no later than six weeks before the expected birth. However, the staff member may negotiate with the responsible officer
to remain at work until no later than two weeks before
the expected birth, subject to the provision of:

A25.3.2.1 medical certificate(s) of fitness to work from a
registered medical practitioner or certificated
midwife; and

A25.3.2.2 a written statement from the staff member’s
responsible officer verifying that the staff
member’s workplace and practices meet
worker safety requirements.

A25.3.3 Maternity leave will normally include a 6 week period
after the actual birth. However, if a medical certificate of
fitness is provided by a registered medical practitioner,
the staff member may return to work within 6 weeks of
giving birth.

A25.3.4 Any staff member who has a medically defined late
pregnancy miscarriage or stillbirth is entitled to six
weeks’ leave from the date of the miscarriage or stillbirth
in accordance with A25.3.3 and in addition remains
eligible to take the balance of the 52 weeks’ entitlement
prescribed.

A25.3.5 If a staff member gives birth earlier than 6 weeks before
the expected date of birth, maternity leave will
commence with immediate effect.

A25.3.6 If, having negotiated to remain at work later than six
weeks before the expected date of birth under A25.3.2, a
staff member is subsequently unable to continue to work
due to pregnancy-related medical reasons, maternity
leave will commence with immediate effect.

A25.4 Adoption Leave

In addition to the entitlement prescribed under A25.2.1.2, for each
adoption application, 5 working days’ unpaid leave pre-dating the
child’s placement is available to a staff member to attend interviews,
workshops, court attendances or medical examinations required for
the purpose of adopting a child. Where both partners are employed
by the University, this leave is available to each staff member at the
same time.

A25.5 Partner Leave

A25.5.1 Approval of the unpaid period of partner leave is subject
to the staff member being certified as the primary care-
giver of the child.

A25.5.2 Partner leave associated with maternity leave ceases on
the child’s first birthday.

A25.5.3 Partner leave associated with adoption leave ceases
52 weeks after the date of placement.

A25.5.4 Where both partners are employed by the University and
wish to take parental leave, each must take such leave at
different times except for the one week’s paid leave at the
time of birth or adoption (refer A25.2.1.3), and the
combined period of each partner’s leave must not exceed
52 weeks.

A25.6 Payment for Parental Leave

A25.6.1 A staff member will not be permitted to engage in
University employment for additional payment during
any period of paid parental leave, including parental
leave on half-pay (refer A25.6.4).

A25.6.2 Entitlement to payment for maternity or adoption leave
is not dependent upon that absence being continuous. A
member of staff who, for any reason, returns to work
after taking less than the full paid entitlement for
maternity or adoption leave may apply to take the
balance of the paid leave later within the 52 week period.

A25.6.3 Payment for parental leave will be at the staff member’s
ordinary rate of pay, defined as the staff member’s
fortnightly rate of pay as at the date of commencement of
the leave, excluding overtime, shift premiums and
penalty rates.

A25.6.4 Paid maternity or adoption leave may be taken on half
pay, in which case the period of paid leave will be
doubled. All entitlements will accrue at the appropriate
pro-rata rate during this period. The maximum period of
52 weeks’ total leave available will not be altered or
extended by this arrangement.

A25.6.5 A staff member who converts her/his appointment to
part-time under the University’s provisions for
conversion of appointments to part-time for family care
purposes will be eligible for future paid parental leave
but any payment for the leave will be made at the rate
applicable to the part-time appointment.

A25.6.6 Annual recreation leave and long service leave may be
taken as part of a period of unpaid parental leave in
accordance with the University’s normal recreation and
long service leave provisions.

A25.6.7 With the exception of A25.6.8, sick leave cannot be taken
as part of parental leave.

A25.6.8 Where a staff member is at work under the provisions of
A25.3.2 and/or A25.3.3, and she subsequently falls sick
due to non-pregnancy-related medical reasons, she may
apply for sick leave under the University’s normal
provisions for sick leave.

A25.7 Continuity of Service

A25.7.1 Employment in the University where breaks in service do
not exceed two months is recognised as continuous
service for the purposes of this policy. Although not
breaking continuity of service, the actual period of any
such break(s) in service will not count as service for purposes of A25.2.1.

A25.7.2 Any period of paid leave approved as part of the 52 weeks’ parental leave will count as service with the University for all purposes.

A25.7.3 Any period of unpaid parental leave will not count as service for any purpose but will not break the staff member’s continuity of service.

A25.8 Return to Work

A25.8.1 A staff member who returns to work after a period of parental leave will normally resume her/his previous position. If that position is unavailable, the staff member will be transferred to another position which is identical in classification and salary to the position held previously and every effort will be made for that position to be of equivalent responsibility.

A25.8.2 A staff member may at any time during or before commencement of parental leave alter the dates and/or the duration of the absence provided that other conditions relating to the leave are observed, the maximum of 52 weeks is not exceeded, and the Manager, Human Resources approves such changes.

A25.8.3 Should a staff member wish to return to work earlier than the nominated date of return, at least one month’s notice of an intention to return must be given and where possible this will be accommodated.

A25.8.4 Any staff member engaged on a contract to replace a staff member during a period of parental leave will be informed of the reason for, and the nature of, the contract. This includes the right of the staff member on parental leave to return to the position at any time during such leave after notice, and the fact that this may cause termination of the replacement staff member’s contract before the completion of its term.

A25.8.5 Should a bona fide restructuring of an area which is likely to affect the staff member’s position occur while she/he is on parental leave, the staff member will be treated as though she/he were occupying the position at the time.

A25.8.6 Where relevant, training will be provided by the University to a staff member returning to work from an extended period of parental leave.

A25.9 Effect on Employment

A25.9.1 No staff member employed on a fixed-term basis (irrespective of the source of funds for the appointment) will have her/his contract of employment extended beyond the date when it would otherwise have expired by reason of the operation of parental leave conditions.
A25.9.2 In fulfilling its legislative obligations the University will ensure that no action will be taken to refuse employment to an applicant or dismiss a staff member or take other action disadvantageous to such a staff member on the basis of potential or actual pregnancy or adoption.

A25.10 Appointment/Transfer to Vacant Position(s)

While on parental leave, a staff member may apply for appointment or transfer to a vacant position(s) within the University, and will not be deprived of the opportunity of appointment or transfer to a position on the basis of her/his absence.

A25.11 Occupational Health & Safety

A staff member must discuss with her/his responsible officer or the University's Occupational Health and Safety section any occupational health and safety risks associated with pregnancy, eg heavy lifting, chemicals, radiation, work with animals.

A25.12 Superannuation

A25.12.1 During any period of paid leave, a staff member who is a member of a superannuation scheme approved by the University will continue to pay her/his employee contributions, and the University will continue to pay employer contributions to that scheme in relation to the staff member.

A25.12.2 Contributions to the staff member's superannuation scheme will normally be suspended for any period of unpaid leave.

A25.13 Applications for Leave

A25.13.1 Applications for parental leave must be submitted on the appropriate form through the head of the relevant Cost Centre to the Manager, Human Resources and must be accompanied by appropriate documentation, including:

A25.13.1.1 maternity leave - a certificate from a registered medical practitioner or certificated midwife indicating the expected date of birth of the applicant's child and, if appropriate, any additional documentation required under A25.3.2;

A25.13.1.2 adoption leave - a statement from an approved adoption authority/agency indicating the expected date of placement of the child;

A25.13.1.3 partner leave - a statutory declaration stating that the applicant will be the primary caregiver of the child for any period of unpaid leave.
A25.13.2 Applications must normally be lodged no later than 6 weeks before the expected date of commencement of leave. However, at the discretion of the Manager, Human Resources, immediate leave may be granted particularly in cases involving overseas adoptions.

A25.13.3 Any staff member who completes 52 weeks' parental leave and wishes to extend her/his period of absence from the University for any reason, may apply to do so under the University's normal provisions for leave without pay or any other paid leave entitlement.

A25.14 Support Options for Return to Work

The following options are available to assist a staff member who is the certified primary care-giver to balance work and family responsibilities following a period of parental leave.

A25.14.1 Time-Release:

A25.14.1.1 enables a phased-in return to work after a period of parental leave. Subject to A25.14.1.4, it provides for a staff member to reduce employment fraction while maintaining substantive salary (ie the salary paid at the time of commencing parental leave); and

A25.14.1.2 is available to any full-time or part-time staff member who is eligible for and has taken paid parental leave and who returns to work following a period of parental leave. Notwithstanding, time-release is only available to the certified primary care-giver where both parents are employed by the University.

A25.14.1.3 Casual staff are not eligible for time-release.

A25.14.1.4 Under the time-release arrangement, the staff member may return to work on a reduced employment fraction, and the University will maintain her/his substantive salary for a maximum period of 16 weeks. Irrespective of the time-fraction worked, this top-up will be limited to a maximum of 0.4 of the substantive salary (eg 2 days per week for a full-time staff member).

A25.14.1.5 The leave entitlements of, and superannuation contributions for, a staff member on time-release will be calculated on the basis of salary paid, rather than actual hours worked.

A25.14.1.6 The staff member will be required to indicate to the responsible officer her/his
future working intentions at least one month prior to the expiry of the time-release period.

A25.14.1.7 Applications for time-release must be made in writing through the Head of the relevant Cost Centre to the Manager, Human Resources as far in advance as possible of the date on which it is proposed that the arrangement will become effective.

A25.14.2 Financial Support

A25.14.2.1 As an alternative to time-release (refer A25.14.1), an academic staff member who meets the eligibility criteria under A25.14.1.2 may apply for financial support for the 12 months immediately following her/his return to work from parental leave. The financial support may be used to manage workload, including:

A25.14.2.1.1 the employment of casual teaching staff to enable a reduction in teaching load for one or two semesters; and/or

A25.14.2.1.2 a contribution to a research program, eg research assistance; and/or

A25.14.2.1.3 for professional/academic development purposes.

A25.14.2.2 Each eligible staff member may apply for financial support up to an amount of $7,000 (pro-rata for part-time staff).

A25.14.2.3 Access to financial support will be managed locally by negotiation between the academic staff member and her/his responsible officer and will normally be linked to the staff member’s professional development plan.

A26 Public Holidays

A26.1 Specified days to be observed as public holidays:

A26.1.1 Each of the following days will be observed as a holiday in the University:

• New Year’s Day;
• Australia Day;
• Good Friday and the following Saturday and Monday;
• Anzac Day;
• Adelaide Cup Day;
• the anniversary of the birthday of the Sovereign;
• Labour Day;
• Christmas Day;
• Boxing Day; and
• Proclamation Day.

A26.1.2 Any day which in accordance with the law of the State is to be observed in lieu of a day referred to in A26.1.1 as a holiday will be observed as a holiday.

A26.1.3 Whenever any day referred to in A26.1.1 or A26.1.2 falls on a Sunday the following Monday will be observed as a holiday in lieu of Sunday.

A26.1.4 When Anzac Day falls on a Saturday that day will be observed as a public holiday.

A26.2 Other days to be observed as public holidays – any day determined by the appropriate (Australian) Public Service agency under the relevant Act to be observed as a public holiday by persons employed under that Act in the State.

A26.3 Attendance on a public holiday – the responsible officer concerned may require the attendance of any staff member for the whole or part of any day which is to be observed as a public holiday as prescribed by this clause. Any such staff member will, if required, attend for duty. Other than in an emergency the responsible officer concerned will give seven days’ notice to any staff member required to attend for duty on a public holiday.

A27 Seasonal Close-down

A27.1 The University will be closed between (and including) Christmas Day and New Year’s Day and the days other than public holidays will be counted as days of recreation leave for staff members not required to work on those days. With respect to members of the general staff, an application may be made to the Executive Director of Administration for leave without pay in lieu of mandatory recreation leave for those days. Alternatively, for those general staff members who have access to flexible working hours, unused flexi-time credits may be used with the approval of the supervisor to cover all or part of those days.

A27.2 The Executive Director of Administration may authorise the closure of Flinders Press for an additional period, up to a maximum of four weeks, immediately following the Christmas/New Year close-down specified in A27.1. Staff of Flinders Press will be notified at least one month in advance of such a closure and will be required to take accrued leave or leave without pay at this time.

A28 Special Leave to Attend Emergency Calls

At the discretion of the Executive Director of Administration, approval may be given to an application for leave with pay to staff members who are members of organisations such as reserve defence forces, the State Emergency Service, St John Ambulance Brigade, SA Sea Rescue Squadron or Country Fire Services and are required for emergency duty during working hours. If the Executive Director of Administration approves the payment of salary for the period of the absence, the
A staff member will pay to the University any ‘call-out’ fee received in respect of the absence.

A29 Special Paid Leave

A29.1 For the purposes of this policy, a ‘family member’ means:

A29.1.1 an immediate relative by blood, marriage, adoption, fostering, traditional kinship (including guardian, ward, grandparent, foster-grandparent, step-grandparent, and in-law relative); or

A29.1.2 a person who stands in a bona fide domestic or household relationship with the staff member including situations in which there is implied some dependency or support role for the staff member.

A29.2 Entitlement

A29.2.1 A staff member is entitled to a total of five days' per year of special paid leave to cover any or all of the following:

A29.2.1.1 the death of a family member; and/or

A29.2.1.2 provision of care and support to a family member who is ill; and/or

A29.2.1.3 attendance at an unforeseen emergency situation necessitating immediate personal action; and/or

A29.2.1.4 participation in, or fulfilment of, cultural obligations and/or celebration of religious and cultural national days related to the culture with which the staff member or family member identifies.

A29.2.2 Part-time staff members will be entitled to special paid leave on a pro-rata basis.

A29.2.3 Staff members who have exhausted their five days' entitlement to special paid leave may convert up to a maximum of ten days of their sick leave to special paid leave to cover any or all of the circumstances described in A29.2.1, provided they have sufficient sick leave to convert, ie sick leave for this purpose will not be approved in advance.

A29.2.4 Special paid leave is a fixed entitlement and does not accumulate from year to year if unused.

A29.2.5 Whilst untaken sick leave is fully cumulative, the entitlement to convert sick leave under A29.2.3 does not accumulate from year to year if unused.

A29.2.6 Special paid leave may be taken for part of a single day, with a minimum period of one hour.
A29.3 Extraordinary Special Paid Leave

Further to A29.2.3, and provided the staff member has sufficient sick leave entitlement, the Manager, Human Resources may, in special circumstances involving compassionate grounds, approve the conversion of additional sick leave to extraordinary special paid leave. No more than five additional days’ leave per year will be approved.

A29.4 Approval Process

A29.4.1 An application for special paid leave must be submitted on the appropriate form to the responsible officer and must outline the reason for the requested leave.

A29.4.2 A staff member should endeavour to provide as much notice as possible of the requested leave. If prior notice is not possible, the staff member will notify the responsible officer by telephone of such absence at the earliest opportunity and normally the morning of the absence required.

A29.4.3 The responsible officer may require reasonable evidence in support of an application for special paid leave. In the event of a dispute as to the validity of the nature of cultural or ceremonial leave, the Manager, Human Resources will determine the matter after consulting, at his or her discretion, with recognised representatives of Australian Indigenous or other cultural communities.

A29.4.4 Where leave is requested to provide care and support to a family member who is ill, a medical certificate or other evidence must be provided to substantiate the absence if it exceeds three consecutive working days (pro rata for part-time staff).

A30 Witness Leave

A30.1 A staff member subpoenaed or called as a witness to attend arbitration or legal proceedings held in relation to a University matter, which is not directly related to the staff member’s work responsibilities, will be entitled to leave of absence with pay.

A30.2 For the purposes of this clause ‘arbitration proceedings’ will mean proceedings:

A30.2.1 under the Industrial and Employee Relations Act, 1994, as amended;

A30.2.2 under the Workplace Relations Act, 1996 (Commonwealth), as amended; and

A30.2.3 which include proceedings before an Industrial Registrar or Deputy Industrial Registrar holding office under either of the above Acts.

A30.3 For the purposes of this clause ‘legal proceedings’ will include proceedings in relation to WorkCover, Equal Opportunity and Discrimination proceedings, and any other legal or arbitral proceeding requiring the staff member to attend.
A30.4 The Manager, Human Resources, subject to work and other requirements and on the advice of the responsible officer, may determine that a staff member be granted:

A30.4.1 leave of absence without pay to enable the staff member to prepare the case for arbitral or legal proceedings provided, however, that the period of leave will not exceed three months in any 12 months; and

A30.4.2 leave of absence with pay to enable the staff member to conduct arbitral or legal proceedings.

A30.5 Leave of absence granted in accordance with this clause will count as service for all purposes.

A30.6 Any money paid to a staff member by the Court, less expenses incurred while serving as a witness, will be paid to the University.

A30.7 A staff member subpoenaed or called as a witness to attend arbitration or legal proceedings in a private capacity will be entitled to apply for recreation leave or leave without pay for such purposes.

A30.8 Applications for leave under this clause will be made to the Executive Director of Administration.

A31 Employment Flexibility

The University is committed to providing, subject to its operational needs, a working environment which is flexible and responsive to a staff member’s family and personal responsibilities.

A32 Superannuation

A32.1 The parties agree that any legislation requiring a choice of superannuation funds will have no application to the University.

A32.2 The University will maintain for the life of the Agreement the arrangements for contributions to UniSuper or other superannuation schemes current as at the date of certification of the Agreement.

A33 Staff Development and Training

A33.1 The University is committed to the provision of training and career development opportunities for all University staff in order to:

A33.1.1 effectively implement the intent of this Agreement;

A33.1.2 recognise a commitment to achieving a more skilled and flexible workforce;

A33.1.3 promote improved performance and efficiency;

A33.1.4 assist staff to extend and enhance their capabilities in key areas for the University;

A33.1.5 assist staff to meet changed and emerging workforce demands;
A33.1.6 support equal opportunity and affirmative action policies; and

A33.1.7 offer staff the opportunity for impartial review of their performance and provide avenues to develop in areas where appropriate.

A33.2 The provision of the University’s staff development and training is coordinated through the Staff Development and Training Unit and is provided by a variety of means and in all areas of the University.

A33.3 The parties recognise that training and staff development is a shared responsibility and will continue to encourage:

A33.3.1 attendance of staff at training and development activities; and

A33.3.2 staff participation in further study, training and professional development at times outside normal working hours and the agreed span of hours.

A33.4 Where the University provides structured training programs within normal hours of duties, supervisors have a responsibility to provide staff with the opportunity to participate in such programs. Equally, where the University provides structured training programs within the span of hours but outside the normal hours of duty, staff may undertake, on a voluntary basis, to participate in such programs.

A33.5 As part of its commitment to a quality teaching and learning environment, participation by academic staff in specific orientation and induction training is required as follows:

A33.5.1 Flinders Foundation of University Teaching for all new academic staff;

A33.5.2 supervision of higher degree research students for all staff new to the supervision of higher degree research students;

A33.5.3 student placement for all staff new to the coordination of placements.

A33.6 The University’s priorities for staff development and training include:

A33.6.1 orientation and induction training for new staff, including sessionally employed academic staff;

A33.6.2 training for supervisors and other newly appointed heads in the full range of their responsibilities;

A33.6.3 use of information and communication technology to support teaching and learning;

A33.6.4 development of resources and activities for improving the quality of the first year experience of new students;

A33.6.5 development of resources and activities for staff located on remote sites;
A33.6.6 preparation of academic staff contributing to teaching off-shore;

A33.6.7 special training needs of technical staff and of professional staff;

A33.6.8 development of resources and activities for Academic Integrity Education and Management for academic staff;

A33.6.9 professional development for academic and general staff, on activities which emerge from staff review, development and performance schemes;

A33.6.10 training for Indigenous Australians and women; and

A33.6.11 Occupational Health & Safety, Rehabilitation and Equal Opportunity training, including cross-cultural awareness.

A34 Salary Increases and Rates of Pay

A34.1 Salary Increases

The University will pay a salary increase of 15.4% (16.27% compounded) to all staff members bound by this Agreement, as per the following instalments and dates:

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Date</th>
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<tbody>
<tr>
<td>2.5%</td>
<td>10 July 2004</td>
</tr>
<tr>
<td>2.5%</td>
<td>2 October 2004</td>
</tr>
<tr>
<td>5.1%</td>
<td>25 June 2005</td>
</tr>
<tr>
<td>5.3%</td>
<td>24 June 2006</td>
</tr>
</tbody>
</table>

A34.2 Notwithstanding A34.1, for casual employees, the 2004 salary increases (2.5% and 2.5%) will be paid in one instalment from the pay period commencing 10 July 2004.

A34.3 Rates of Pay

A34.3.1 The rates of pay for full-time staff will be as specified in the relevant tables in Schedule II.

A34.3.2 The rates of pay for casual employees will be as specified in Tables 3 and 7.1 in Schedule II. These rates of pay incorporate a casual loading in lieu of Agreement benefits for which a casual employee is ineligible. The level of casual loading included in the rates of pay will increase to 23% from the last pay period in December 2004.

A34.3.3 Part-time staff will be paid pro-rata based on the appropriate full-time salary.

A34.4 Supported Salary Rates

A staff member who is eligible for a supported wage in accordance with Schedule III will be paid at the rate as set out in that schedule.

A35 Descriptors for Casual Academic Employment

The descriptors applicable to casual academic employment are set out in Table 7.2 of Schedule II.
A36 Incremental Progression

A36.1 Subject to A36.2, A36.3 and A36.4, staff members who are in receipt of a salary which is less than the maximum step for their level/classification will be entitled to progress, after satisfactory completion of each successive year of service, to the next step on the salary scale for their level/classification until they reach the maximum step for that level/classification. The provisions of this clause are also subject to the specific translation arrangements outlined in B7 and C4.

A36.2 Promotion (academic staff) or reclassification (general staff) to a higher level will alter the staff member’s incremental date accordingly.

A36.3 Where a staff member has been granted a period of leave without pay which does not count as service, the appropriate date for subsequent increments will be deferred by the period of time equivalent to the period of leave without pay.

A36.4 An increment may only be denied in accordance with the disciplinary provisions in this Agreement.

A37 Annual Recreation Leave Loading

A37.1 Each calendar year, all staff members subject to this Agreement will be entitled to the payment of an annual leave (bonus) payment based on the period of leave accrued. This payment will be equal to 17.5 per cent of salary on leave accrued at the salary rate applicable on the last pay day of that calendar year. The maximum payment will be equal to the Statistician’s average weekly total earnings of all males – (Australia) for the August quarter preceding the date of accrual.

A37.2 Staff members whose employment commences after 1 January in any year will be entitled, on the pay day preceding the date of accrual, to a pro-rata bonus payment for the number of completed months of continuous service in that year.

A37.3 Staff members whose employment is terminated prior to 31 December in any year will be entitled to a pro-rata bonus payment for the number of completed months of continuous service in that year, provided that the payment is based on average weekly total earnings of all males – (Australia) for the August quarter of the preceding year.

A38 Salary Payment

A38.1 Salaries will be paid fortnightly by means of electronic funds transfer.

A38.2 Where an overpayment of salary or allowance is made to a staff member for any reason, the University will be entitled to recover monies owed by the staff member. A reasonable attempt will be made to reach agreement with the staff member on a suitable method and timeline for repayment.
A39  Salary Sacrifice

A39.1  Notwithstanding the salary rates specified in Schedule II to this Agreement or such higher rate as has been identified as superannuable and specified in the staff member’s contract of employment, staff members may opt:

A39.1.1  to have their gross salaries converted to benefits up to a limit approved by the Manager, Human Resources;

A39.1.2  to have the University pay their member contributions to UniSuper and Super SA and to have their gross salaries reduced accordingly provided that the total reduction in gross salary will not exceed the approved limit specified under A39.1.1; and

A39.1.3  to obtain other benefits which may be agreed between the parties from time to time.

A39.2  Participating staff members will be subject to the University’s published criteria for salary sacrifice, including notice of entry and withdrawal from the salary sacrifice scheme.

A39.3  The parties agree that if legislative or other changes result in an increased cost to the University or to staff arising from the arrangements provided under this clause, the University will elect to discontinue the arrangements as soon as practicable unless the staff members agree to pay the additional costs, in which case the University will continue the option.

A39.4  Notwithstanding A39.1, the salary rates specified in Schedule II to this Agreement or such higher rate as has been identified as superannuable and specified in the staff member’s contract of employment will be used as the basis for calculating the following:

A39.4.1  termination payments, including superannuation, annual leave and long service leave;

A39.4.2  redundancy or early retirement benefits;

A39.4.3  overtime and shift payments;

A39.4.4  loadings, allowances and deductions which are calculated as a percentage of salary; and

A39.4.5  workers’ compensation benefits.

A40  Journey Accident Insurance

The University will maintain insurance which will insure staff members who are injured as a result of an accident on their way to and from work for loss of earnings. Journey Accident Insurance will apply where a staff member’s sick leave has been exhausted and where no other form of compensation is payable to the staff member.

A41  Income Maintenance for Staff Making Application for Incapacity

The University will ensure that with respect to incapacity applications there will be no net disadvantage in terms of income maintenance for a staff member for a period
of three months (inclusive of sick leave) or until the application for incapacity is determined by UniSuper, whichever is the earlier.

A42 Medical Examination

A42.1 At the discretion of the Manager, Human Resources, a staff member appointed to a position in the University may be required to pass a medical examination by a registered medical practitioner in the following circumstances:

A42.1.1 upon commencing employment, and/or
A42.1.2 where the University believes that the range of activities required of the position justify a regular medical assessment to confirm fitness for duty.

A42.2 Such a report will normally be provided by a medical practitioner nominated by the staff member. The University will meet the costs associated with the provision of this report.

A43 Individual Contracts of Employment

A43.1 A staff member appointed to one of the positions listed below (or their successor positions):

A43.1.1 Vice-Chancellor, Deputy Vice-Chancellor, Pro-Vice-Chancellor, Executive Director of Administration or other senior general staff appointments as appropriate;
A43.1.2 Executive Dean where the appointee is not currently a University staff member in a continuing or convertible post;
A43.1.3 Director of a University Centre (wholly or part-owned by the University) where the appointee is not currently a University staff member in a continuing or convertible post

may enter into an agreement with the University which may provide:

- a term for the contract, or a specific body of work or a project as agreed;
- an agreed remuneration for the life of the contract; and
- the conditions under which the contract is to be performed.

A43.2 Where such an arrangement has been entered into, the terms of this Agreement other than this clause will not apply to the employment of that staff member except in relation to leave provisions specified in A21 to A30 and superannuation provisions as per A32 for as long as that staff member continues to hold that position.

A43.3 Nothing in this clause precludes the University from offering Australian Workplace Agreements in accordance with the Workplace Relations Act, 1996, to staff members as defined in A43.1.
A44  **Diversifying and Increasing Sources of Income for University Activities**

All heads of cost centres and organisational units will actively consider options for diversifying and increasing sources of income for university purposes as part of their overall resource management responsibilities. In particular they will take responsibility for investigating, encouraging and supporting opportunities and initiatives with respect to diversifying sources of income, including industry and international initiatives, for the benefit of the unit and the University within the framework of the University’s strategic goals and directions.

A45  **Employment of Indigenous Australians**

The University aims over the nominal life of the Agreement to achieve an employment target of 1.26% of the University workforce (both academic and general staff) of staff who identify as Indigenous Australians. Progress towards this target will be monitored by an Advisory Group, the composition of which will include, *inter alia*, an Indigenous employee, an Indigenous community representative and an Indigenous staff member nominated by the Unions.

A46  **Returning Officer for Health and Safety Representative Elections**

The Head of the Occupational Health and Safety Unit will act as returning officer for all elections of Health and Safety Representatives and Deputy Health and Safety Representatives.
PART B - GENERAL STAFF

B1  Annual Recreation Leave

B1.1 The recreation leave entitlement and accrual for full-time general staff is 12.25 hours (one and two-thirds working days) for each completed month of service. The balance of each staff member's recreation leave entitlement will be shown on her/his payslip.

B1.2 A part-time staff member will accrue an entitlement to paid recreation leave on a pro-rata basis.

B1.3 A casual staff member will not be entitled to paid recreation leave.

B1.4 Approval to take recreation leave must be sought from the responsible officer in advance of the leave period sought.

B1.5 Any entitlement to recreation leave which, with the approval of the responsible officer, is not taken in the year in which it accrued will be carried forward provided that a staff member will not accumulate an entitlement to more than 30 working days of recreation leave. At the discretion of the Head of the relevant Cost Centre, recreation leave may be accrued beyond 30 working days, subject to the staff member providing, and the responsible officer agreeing to, a plan, including a timeframe, for reducing the excess leave.

B1.6 A staff member who has accumulated leave in excess of 30 working days may be directed by the responsible officer to take leave in the following circumstances:

B1.6.1 where the staff member does not provide a plan for reducing the excess leave, despite having being provided with a reasonable opportunity to do so; or

B1.6.2 where the staff member does not comply with an agreed plan to reduce the excess leave.

B1.7 During the first year of service, a staff member will not be permitted to take any greater period of recreation leave than that accumulated. In the second or any subsequent year of service the staff member may be permitted, subject to the approval of the responsible officer, to take the full amount of recreation leave for the year in advance of actual entitlement at a mutually convenient time, provided that no period of paid recreation leave will exceed 30 consecutive working days.

B1.8 A staff member filling a fixed-term appointment may, with the approval of the Manager, Human Resources, take recreation leave in advance of entitlement on the recommendation of the responsible officer.

B1.9 A staff member taking recreation leave in advance of entitlement will be required to undertake to repay to the University, by way of deduction from salary or otherwise, the amount of any pay received for recreation leave taken in advance to which that staff member does not subsequently earn an entitlement.
B1.10 Where a staff member becomes ill for a period of not less than one
day while on recreation leave, she/he will, subject to the availability
of sick leave credits and the production of a medical certificate for
the period of illness, be credited the recreation leave and debited the
sick leave for the approved number of working days.

B2 Sick Leave

B2.1 All full-time and part-time general staff members who are unable to
attend or remain at work by reason of personal illness are entitled to
paid sick leave. General staff employed on a casual basis are not
entitled to sick leave.

B2.2 For the purpose of these provisions, ‘illness’ means that a person is
unfit for duty and includes personal injury but does not include any
injury for which compensation is payable under the Workers
Rehabilitation and Compensation Act, 1986 (SA) as amended.

B2.3 Paid sick leave accrues at the rate of 1.25 days for each completed
month of service (equivalent to 15 working days per completed year
of service), and is fully cumulative from year to year.
Notwithstanding this, each staff member will be credited with 6
days of her/his sick leave entitlement (or pro-rata equivalent) upon
commencing employment.

B2.4 Part-time staff members are entitled to sick leave on a pro-rata basis.

B2.5 Subject to B2.9, the minimum period of sick leave which may be
taken is one quarter of one hour.

B2.6 A staff member who is absent on account of personal illness will:

B2.6.1 notify the responsible officer of an inability to attend for
duty within 24 hours of normal commencement of duty; and

B2.6.2 as far as practicable inform the responsible officer of the
nature of the illness and the estimated duration of the
absence.

B2.7 All sick leave under these provisions will be recorded via the
Employee Self Service.

B2.8 Medical Certificate

B2.8.1 Where an absence exceeds three consecutive working
days, a staff member must supply a medical certificate,
signed by a registered medical practitioner, which
indicates:

B2.8.1.1 that the applicant was unfit for duty; and

B2.8.1.2 the period for which the applicant was
considered unfit for duty.

This certificate must be forwarded via the responsible officer to
Payroll Services, Human Resources Division, as soon as practicable
following the absence.
B2.8.2 A certificate of illness signed by a registered practitioner, as approved by the Executive Director of Administration, will be accepted in lieu of a certificate from a registered medical practitioner.

B2.8.3 Notwithstanding B2.8.1, the responsible officer may request a staff member with a pattern of recurring and/or frequent absences for sickness to provide a medical certificate(s) for any sick leave taken in the 6 months following the request, or a longer period, if so directed by the Executive Director of Administration.

B2.8.4 If a medical certificate is not provided where required, such leave will be without pay.

B2.9 Where a staff member suffers from an illness for a period of not less than one day while on recreation or long service leave, she/he will, subject to the availability of sick leave credits and the production of a medical certificate for the period of illness, be credited the recreation or long service leave and debited the sick leave for the approved number of working days. However, the ability to convert long service leave to sick leave is not available where the absence immediately precedes retirement, except in exceptional circumstances approved by the Executive Director of Administration.

B2.10 Where a public holiday falls during a period of sick leave, no deduction will be made from a staff member’s sick leave credits for the public holiday, except where she/he is required to work on that day.

B2.11 A staff member who during the first five years of service with the University exhausts all sick leave entitlement may apply to the Executive Director of Administration to be granted up to one year’s entitlement in advance under the following conditions:

B2.11.1 sick leave granted in advance of entitlement will be debited against the staff member’s future entitlement; and

B2.11.2 where a staff member ceases to be in the service of the University and has a debit balance of sick leave as a consequence, the University may recoup the amount of paid sick leave in excess of the leave accrued by deducting that amount from any monies owed to the staff member.

B2.12 Sick leave taken in advance of entitlement and use of other types of leave to cover sick leave absences will be subject to normal conditions for such types of leave.

B3 Flexible Working Hours

As part of the University’s commitment to employment flexibility, general staff may, subject to the University’s Flexible Working Hours Rules, apply to participate in flexible working arrangements.
B4 Performance Review and Development

B4.1 All staff employed on a continuing basis will be required to participate in the Review and Planning Program for general staff. Staff on fixed-term appointments may participate in the Program.

B4.2 The Review and Planning Program is a system of staff appraisal which aims to assist staff to enhance performance at their current level and to identify opportunities for staff development and career development.

B4.3 A supervisor will ensure that the objectives of the Review and Planning Program are met and any agreed action arising from a review session with a staff member is undertaken.

B4.4 During the nominal life of the Agreement, the University in consultation with the SBU will review and enhance the current Review and Planning Program with the specific aims of achieving a better balance between the development and review components and ensuring that the process incorporates formal review outcomes.

B5 Classification Linking

B5.1 The parties may, by agreement, conduct a classification linking pilot during the nominal life of the Agreement. Any such pilot will be conducted in accordance with principles agreed by the University and the Single Bargaining Unit.

B5.2 The parties agree that any arrangements relating to a pilot will override the provisions of the Agreement, to the extent of any inconsistency, in respect of employees covered by that pilot.

B5.3 Notwithstanding B5.1 and B5.2, the University may proceed to link vacant or newly established positions classified at HEO Levels 1 to 6 inclusive providing that such positions are classified at the level appropriate to the duties to be undertaken.

B6 Supervisor Training

The University will develop a performance review process for supervisors of general staff, including mandatory training activities with respect to supervision and workloads.

B7 Salary Scales for Levels HEO5, HEO7, HEO8 and HEO10

B7.1 HEO Level 5

B7.1.1 Step 1 of HEO Level 5 will be abolished, effective from the date of the second salary instalment (2 October 2004).

B7.1.2 All staff on that salary rate on that date will move to the new HEO5 Step 1. For these staff, their incremental progression date will become 2 October.

B7.1.3 The salaries and incremental progression dates of all other HEO5 staff (ie those on step 2 or above as at 2 October 2004) will be unaffected by the change.
B7.2 HEO Levels 7 and 8

B7.2.1 The University will increase the salary horizon for HEO Levels 7 and 8 by introducing an additional incremental step to take effect from 25 June 2005.

B7.2.2 From this date, the HEO Level 7 classification will comprise a 5-point scale, and the HEO Level 8 classification will comprise a 4-point scale. The existing incremental points will remain unchanged.

B7.2.3 Any staff member classified at HEO Level 7, step 4 for 12 months or more as at 25 June 2005 will progress to the new HEO Level 7, step 5 rate on that date. For affected staff, this will become their new incremental progression date.

B7.2.4 Any staff member classified at HEO Level 8, step 3 for 12 months or more as at 25 June 2005 will progress to the new HEO Level 8, step 4 rate on that date. For affected staff, this will become their new incremental progression date.

B7.2.5 The salaries and increment dates of all other HEO Levels 7 and 8 staff will be unaffected by the change. These staff will retain their current incremental progression dates and will progress through the incremental steps in the normal manner.

B7.3 HEO Level 10

B7.3.1 The University will increase the salary horizon for HEO Level 10.

B7.3.2 The current salary point will be retained as HEO Level 10, Step 1 and a further two incremental points will be established. The new rates will take effect from the date of the second salary instalment (2 October 2004).

B7.3.3 Any staff member classified at HEO Level 10 for 12 months or more as at 2 October 2004 will progress to the new step 2 on that date. This will become her/his new incremental progression date.

B8 Annualised Salaries for General Staff

Where staff members are required to work irregular or shift hours and/or regularly perform on-call duties, the University will, where appropriate, make provision without disadvantage to the staff member for annualising the salaries of those staff members.

B9 Higher Duties Allowance

B9.1 For the purposes of these rules, ‘higher position’ means a position which has a higher substantive classification, based on the level of work prescribed for that position, than the classification of the position normally occupied by the staff member performing the higher duties.

B9.2 Where a staff member is required by the responsible officer to undertake the duties of a higher position for a continuous period of at least six consecutive working days or more the Executive Director
of Administration may, upon receipt of an application, approve payment of a higher duties allowance determined as set out hereunder:

B9.2.1 if the staff member performs all of the duties of a higher position an allowance equal to the difference between the staff member’s substantive salary and the minimum salary applicable to the higher position will apply, except as provided in B9.3;

B9.2.2 if a staff member performs only part of the duties of a higher position, such allowance and for such period as the Executive Director of Administration in his or her absolute discretion may determine will apply; or

B9.2.3 if a staff member performs higher duties not being duties of a higher position as defined herein, such allowance and for such period as the Executive Director of Administration in his or her absolute discretion may determine will apply.

B9.2.4 Notwithstanding the above, a higher duties allowance will not be payable to a staff member who is required to undertake the duties of a higher position where the incumbent of that post is absent from duty on a rostered day off in accordance with a rostered work cycle averaging 38 hours per week.

B9.2.5 Notwithstanding the above, no staff member will be required to undertake higher duties for a period longer than three months in a new position, without a review of the long-term need for the position.

B9.3 Where a staff member is in receipt of salary based on an age–related salary scale, then any allowance determined in accordance with B9.2.1 above will, if applicable, be based on the difference between the staff member’s salary rate for age and the salary rate for age applicable to the higher position.

B9.4 Where a staff member temporarily performs the duties of a higher position the conditions of service of which differ from those of the position normally occupied by the staff member, he or she will be subject to the conditions of service (excluding superannuation and invalidity) applicable to the higher position.

B9.5 A staff member who performs the duties of a higher position and is in receipt of a salary above the minimum salary applicable to the higher position may, subject to these rules, be granted such allowance (if any) as the Executive Director of Administration in his or her absolute discretion may determine.

B9.6 Where a staff member temporarily performs the duties of a higher position for a continuous period of more than 12 months, the Executive Director of Administration may grant:

B9.6.1 an increment of allowance as is payable as an increment of salary to a staff member occupying the higher position where all of the duties of the higher post are undertaken; or
B9.6.2 an appropriate increase in the allowance where all of the
duties of the higher post are not undertaken.

B9.7 Where a staff member, who is performing the duties of a higher
position, is appointed to that higher position such staff member will
not suffer any reduction in remuneration and temporary service in
that position will count for the purpose of determining the date of
the staff member’s incremental salary increases.

B9.8 Service in a higher position will be regarded as continuous for the
purpose of determining the date from which an increment in an
allowance is payable when a staff member resumes duty in the
higher position after any of the following:

B9.8.1 a public holiday;
B9.8.2 recreation leave;
B9.8.3 sick leave not exceeding 15 days (either continuous or
broken) in any 12 month period;
B9.8.4 other authorised leave for jury service, training with the
Australian Defence Force Reserves, paid leave to attend
arbitration proceedings or any other leave not exceeding
six days in any 12 month period.

B9.9 Where a staff member immediately prior to taking a period of
approved paid leave, other than long service leave, undertakes the
duties of a higher position, but does not resume such duties after the
period of leave, the staff member will not receive a higher duties
allowance for the period of leave except to the extent (if any) that the
Executive Director of Administration in his or her absolute
discretion determines the allowance would have been paid but for
the granting of the leave.

B9.10 An allowance granted under these rules will be regarded as salary
for all purposes.

B9.11 An application for a higher duties allowance under these rules
should be submitted through the relevant responsible officer and
should include details of:

B9.11.1 the classification of the higher position;
B9.11.2 details of the extent to which the person concerned is
performing the duties prescribed for the higher position
concerned; and
B9.11.3 the date of commencement and cessation of the period
during which the higher duties have been, or will be
required to be, undertaken.

B10 Overtime

B10.1 A staff member, who is in a position classified at Higher Education
Officer Level 9 or above will not be eligible to be paid for overtime
duty.
B10.2 Casual staff members will not normally be required to work overtime, and will only be paid overtime rates where directed to work in accordance with the Employment of Casual Staff provisions.

B10.3 **[Entitlement to Overtime (excluding rostered staff)]** Subject to B10.1, a staff member who is eligible to participate in flexitime arrangements will be entitled to paid overtime where that staff member is directed to work:

- B10.3.1 outside the nominated span of hours; or
- B10.3.2 any time worked at weekends or on public holidays.

Additional hours worked within the nominated span of hours will be recognised under the University’s flexitime arrangements.

Where staff who do not participate in flexitime are directed to work overtime, any hours worked in excess of 7 hours and 21 minutes, but within the span of hours, will be paid at their ordinary rate of pay.

B10.4 **[Entitlement to Overtime - Rostered Staff]** Subject to B10.1, a staff member who works in accordance with a roster will be entitled to paid overtime where that staff member is directed to work:

- B10.4.1 in excess of eight hours on any day; or
- B10.4.2 in excess of an average of 38 hours per week over a rostered work cycle, provided that where a staff member is required to work during rostered time off, such time worked will be part of the ordinary hours of duty for which equivalent time in lieu will be granted at a mutually convenient time; or
- B10.4.3 any time worked at weekends or on public holidays.

B10.5 **[Payment for Overtime]** Subject to the provisions of this clause, payment for overtime will be made at the following rates:

- B10.5.1 on Monday to Friday inclusive – at the rate of 150% of the ordinary rate of pay;
- B10.5.2 on a Saturday (other than a Saturday which is a public holiday) - at the rate of 180% of the ordinary rate of pay;
- B10.5.3 on a Sunday – at the rate of 200% of the ordinary rate of pay;
- B10.5.4 on a public holiday which falls on Monday to Saturday inclusive – at the rate of 250% of the ordinary rate of pay.

B10.5.5 A minimum payment as for 3 hours worked will apply to all overtime worked on a Saturday, Sunday or Public Holiday, except for overtime worked under the University’s On-Call/Restriction Provisions for General Staff.

B10.6 Additional payments prescribed in this Agreement will not be cumulative so as to exceed double time or in the case of a public holiday double time and a half.
B10.7 Notwithstanding any other provision of this clause requiring the payment of overtime a staff member may, where there is agreement between that staff member and the responsible officer, take time off in lieu of overtime worked. Such time in lieu will be calculated in the manner prescribed by B10.5. A staff member will, within three months of the working of overtime, arrange with the responsible officer to take such time in lieu.

B10.8 A staff member, other than a shift worker, who, after the completion of ordinary hours of work, is required by the responsible officer to work overtime for at least two hours, will be entitled to an unpaid evening meal break.

B10.9 A meal allowance as specified in Table 4 in Schedule II, will be paid for an evening meal, provided the staff member is required to continue working for two hours or more after the time prescribed for ceasing ordinary hours of work.

B10.10 A record of any time taken in lieu of overtime worked by staff members will be maintained by the staff member’s supervisor. Entries in such records will be countersigned by the staff member who has worked such overtime and taken time off in lieu thereof.

B10.11 Wherever practicable, at least 24 hours’ notice will be given to a staff member of the requirement to work overtime.

B11 On-Call Arrangements

B11.1 The University’s On-Call/Restriction Provisions for General Staff will apply to all general staff who are required by their supervisor to be on-call outside the University’s nominated span of hours.

B11.2 Staff in the Buildings Maintenance section who work according to a roster and who are required to be on-call will also be paid in accordance with these provisions for any period of on-call within the University’s nominated span of hours.

B12 Allowances

B12.1 Shift Allowance

B12.1.1 A staff member who is required to work rostered shift work will receive an additional payment of 15 per centum of the rate of remuneration provided for the classification concerned.

B12.1.2 Where a staff member is required to work permanent night shift, an additional payment of 30 per centum of the rate of remuneration provided for the classification concerned will apply. This payment will not be in addition to the payment provided in B12.1.1 of this Agreement.

B12.1.3 For the purposes of this clause, an afternoon shift will mean a complete rostered shift of ordinary hours commencing not earlier than 12 noon and finishing not later than 12 midnight and a night shift will mean a complete rostered shift of ordinary hours worked
between the hours of 7.30 pm and 8.00 am and finishing after midnight.

B12.1.4 A shift allowance will not be payable to a staff member where that staff member’s salary has been annualised to include such shift allowance.

B12.2 Travel Allowances

B12.2.1 Reimbursement for travel, accommodation and meals

B12.2.1.1 Where a staff member is required to travel to undertake official business for the University, the staff member will be entitled to the payment of reasonable expenses of such travel, including accommodation and meal costs for such travel in accordance with the rates published by the Australian Taxation Office from time to time with respect to reasonable travel allowance (domestic and overseas).

B12.2.1.2 Where a staff member is required to travel by car and a University car is not available, the staff member will be reimbursed for the use of his or her car at the rate per business kilometre as determined by the Australian Taxation Office from time to time.

B12.3 Related Allowances

B12.3.1 Camping Allowances: Field Trips

B12.3.1.1 A staff member who is required to camp on a field trip will be paid Camping Allowance I for trips where a cook is not provided.

B12.3.1.2 A staff member who is required to camp out for more than two consecutive days or nights and moves from place to place will be paid, in addition to Camping Allowance I, Camping Allowance II.

B12.3.1.3 Where a staff member is required to stay in paid accommodation whilst on a field trip, the maximum rate of reimbursement of accommodation and other expenses will be the daily travelling allowance specified by the Australian Taxation Office for places other than a capital city.

B12.3.2 Meal Allowances not including overtime meal allowance

Where a staff member is required to be absent from the University and the absence does not extend overnight, reimbursement of the cost of meals actually incurred during such absence may be claimed up to the maximum specified by the Australian Taxation Office.
B12.3.3 Diving Allowance

A staff member who is required to undertake diving duties will be paid a Diving Allowance.

B12.3.4 Duty at Sea

A staff member who is required, as part of her/his duties, to undertake duty at sea on a vessel exceeding 120 hp, will be paid the Duty at Sea Allowance from the time the vessel leaves the wharf until it returns.

Where a staff member is required to act as a coxswain when at sea and holds the appropriate certification, she/he will be paid a Coxswain’s Allowance.

B12.4 Language Allowance

Where a staff member, who is fluent in English, is required to work on a regular basis in a language(s) other than English, an allowance applicable to the relevant standard set out below will be paid for each language.

B12.4.1 Language Allowance I

B12.4.1.1 at least one year post matriculation higher education in the language and/or

B12.4.1.2 National Accreditation Authority for Translators & Interpreters (NAATI) Level One accreditation and certificate.

B12.4.2 Language Allowance II

B12.4.2.1 a University major in the relevant language to second year or higher, or

B12.4.2.2 accreditation at NAATI Level 2 or higher; or

B12.4.2.3 demonstrated equivalent multi-language skills.

B12.4.3 A part-time staff member will be paid the language allowance on a pro-rata basis.

B12.5 Industry Allowance

B12.5.1 An Industry Allowance will be paid to a staff member within the Maintenance Section where:

B12.5.1.1 the position requires the staff member to hold and use a trade qualification; and

B12.5.1.2 the position requires the staff member to operate in an autonomous and multi-skilled manner within the work area; and

B12.5.1.3 the position requires the staff member, from time to time, to work in hot, dirty and
cramped conditions and to use equipment and/or chemicals; and

B12.5.1.4 the staff member has met the above criteria in the work area for 12 months (for the first component of the allowance) and for 24 months (for the second component of the allowance).

B12.6 Plumber’s Allowance

Where a staff member who is a plumber is required to act on a Master Plumber’s Certificate during the course of employment, a Plumber’s allowance will be paid.

B12.7 Uniform Allowance

Where a nurse in the Health & Counselling Service is required to provide and wear a uniform, a uniform allowance will be paid to that staff member.

B12.8 First-Aid Coordinator’s Allowance

Where a staff member is nominated as the First-Aid Coordinator for a Cost Centre, she/he will be paid a First-Aid Coordinator’s Allowance. The allowance will not be payable during periods of approved leave in excess of 4 weeks and will lapse where the staff member no longer holds a current First-Aid Certificate, or is appointed to a position in another Cost Centre.

B12.9 Rates

The rates for the allowances specified in B12.3 to B12.8 are set out in Table 4 of Schedule II. These rates will be updated in accordance with Safety Net Review – Wages adjustments which occur during the nominal life of the Agreement.

B13 Classification of General Staff

B13.1 Subject to B13.2, all appointments of general staff, other than those appointed to senior management positions under A43, apprenticeships and traineeships, will be made in accordance with General Staff Classification Criteria as listed in Schedule I.

B13.2 The parties have agreed that:

B13.2.1 the University will pilot new Classification Guidelines by December 2005; and

B13.2.2 any modifications required as a result of the pilot will be agreed between the University and the SBU; and

B13.2.3 the agreed Classification Guidelines as per B13.2.2 will replace the Classification Criteria as the primary tool for classification of general staff positions as referred to in B13.1.
B14  Employment of Casual Staff

B14.1  Application

This policy applies to casual general staff who are engaged by the hour and generally work on an ad-hoc or irregular basis.

B14.2  Authorising Officer

For the purposes of this clause, the authorising officer means Executive Dean, Head of AOU, Head of Division or nominee.

B14.3  Utilisation of Casual Employment

B14.3.1  Casual employment may be utilised where work is to be performed on an ad hoc basis over an undefined period, or over a short but definite period.

B14.3.2  In particular, casual employment is appropriate to the following circumstances:

B14.3.2.1  to cover staff absences;

B14.3.2.2  to provide additional staff in overload situations, especially where base grade work would otherwise need to be performed by higher grade staff on an overtime basis;

B14.3.2.3  to undertake short-term project or other grant-funded work; or

B14.3.2.4  where the availability of work and/or funding is uncertain.

B14.3.3  Whilst an initial indication may be given as to the proposed duration of employment and daily hours of duty, such arrangements may be changed by the authorising officer without any formal obligation to provide notice to the employee concerned. Termination of casual employment may be given by one hour’s notice by either party, however it is expected that an attempt will be made to provide reasonable notice.

B14.4  General Principles

B14.4.1  Casual staff are normally employed less than full-time in any week.

B14.4.2  Casual employees are engaged with no guarantee or expectation of work beyond the period of their current employment.

B14.4.3  Employees occupying full-time continuing or fixed-term appointments will not normally be remunerated at a casual hourly rate for work done outside their prescribed ordinary hours of duty.

B14.4.4  A part-time employee, whether appointed to a fixed-term or continuing appointment, may undertake additional work as
a casual employee in work which is unrelated to, or
identifiably distinct from, the employee’s normal duties,
provided that the sum of the part-time and casual
employment does not exceed the full–time equivalent hours
for a general staff employee. Such an arrangement will be
subject to mutual agreement and must not interfere with the
employee’s substantive work requirement. Such additional
work must also be in accordance with B15.6.3.

B14.4.5 Before offering casual employment, the authorising officer
must ensure that the proposed expenditure of funds
complies with the conditions upon which relevant funds
have been provided.

B14.5 Appointment Process

The terms and conditions of employment including duties, anticipated
number of hours required and rate of pay will be specified in the casual
notification form. This form will be completed by the staff member’s
supervisor and signed by the staff member prior to the staff member
commencing duties.

B14.6 Classification

B14.6.1 Casual employment will normally be offered at the
classifications of Higher Education Officer Level 1 to Higher
Education Officer Level 5.

B14.6.2 Employment at the classifications of Higher Education
Officer Level 6 and above will be made only with the
approval of the relevant Cost Centre Head.

B14.7 Hours of Duty

B14.7.1 As a general expectation, casual staff would normally work
their hours within the University’s nominated span of
hours.

B14.7.2 Casual employees will not normally be required to work in
excess of eight hours in any day or 38 hours in any one
week.

B14.7.3 However, where a casual staff member is directed to work
in excess of eight hours in any day or 38 hours in any one
pay week, she/he will be entitled to payment in accordance
with B14.9 below.

B14.7.4 Casual staff working as research assistants, laboratory
support, technical and animal house staff, and
administrative staff in Flinders Housing (refer B17.3.3) are
required to work a minimum of 152 hours within a work
cycle not exceeding 28 consecutive days before payment as
per B14.9 may apply.

B14.8 Remuneration

B14.8.1 Casual rates of pay are determined on the basis of the first
year of adult service of the appropriate classification, or, in
the case of juniors, at the rate applicable to the employee’s age in such classification.

B14.8.2 Casual employment may not be offered at any rate of pay other than those prescribed under this Agreement; nor may any lump sum payment be offered in lieu of the prescribed hourly rate.

B14.8.3 Casual staff are employed on an hourly basis and are paid a loading in lieu of benefits not provided to casual staff including all leave entitlements, penalties and loadings not provided to casual staff. The amount of the casual loading is as follows:

- Up to and including 24 December 2004: 20%
- From 25 December 2004: 23%

B14.8.4 The rates of pay applicable to normal casual work (including the casual loading but excluding any penalty or overtime rates) are set out in Table 3 of Schedule II of this Agreement.

B14.8.5 [Weekend work] In respect of all work performed between midnight on Friday and midnight the following Sunday (ie weekend work) a casual staff member will be paid a penalty of 50% in addition to his or her normal casual hourly rate (ie including the casual loading).

B14.8.6 [Public holidays] In respect of work performed on any public holiday a casual staff member will be paid a penalty of 50% in addition to his or her normal casual hourly rate (ie including the casual loading).

B14.8.7 [Overtime] Notwithstanding B14.8.5 and B14.8.6, where the work performed on a weekend or public holiday is in excess of 38 hours within that same pay week (Monday to Friday), the rate of payment for that work will be in accordance with B14.9 below.

B14.9 Overtime

B14.9.1 A casual staff member who is directed to work more than 8 hours in any one day or 38 hours in one pay week will be entitled to overtime payments.

B14.9.2 Payment for overtime will be made at the following rates:

- B14.9.2.1 on Monday to Friday inclusive – at the rate of 150% for the first three hours and 200% thereafter;
- B14.9.2.2 on a Saturday (other than a Saturday which is a public holiday) or a Sunday:
  - B14.9.2.2.1 if the whole of the work was performed on a Saturday before noon – at a rate of 150% for the first three hours and 200% thereafter;
B14.9.2.2.2 if the work was performed both before and after noon on the same Saturday – for the time worked before noon at the rate 150% for the first three hours and 200% thereafter and for the time worked after noon at the rate of 200%; and

B14.9.2.2.3 if the work undertaken was performed only after noon on a Saturday or at any time on a Sunday – at the rate of 200% for all time worked;

B14.9.2.3 on a public holiday which falls on Monday to Saturday inclusive – at the rate 250% for all time worked.

B14.10 Leave

B14.10.1 Except as provided for under the University’s long service leave provisions, casual employees have no entitlement to any paid leave of absence or paid public holidays.

B14.10.2 Casual employees are not eligible for parental leave. However, a casual employee who becomes pregnant is required to conform to the requirements of A25.3.2 and A25.3.3 of the University’s Parental Leave policy.

B14.11 Superannuation

Superannuation contributions for eligible casual employees will be paid to UniSuper and such contribution will be in accordance with the terms of the Superannuation Guarantee Charge Act, 1992, as amended.

B14.12 Residence Status

Casual employment may not be offered to persons who do not hold appropriate residence status visas which permit them to work in Australia.

B14.13 Claims for Payment

Claims for payment must be made through the authorising officer and must specify the precise details of the dates and times worked.

B14.14 Conversion of Appointment Status

Principles

B14.14.1 A casual general staff member will be eligible to apply to have his or her employment converted to a non-casual appointment, subject to meeting the eligibility requirements set out in B14.14.5 and B14.14.6.

B14.14.2 Conversion may be to either a fixed-term or continuing appointment.
B14.14.3  At the commencement of casual employment, the University will advise the casual staff member that casual staff may have a right to apply for conversion under the provisions of this policy if the specified eligibility criteria are met.

B14.14.4  The University will take reasonable steps from time to time to inform casual staff of the conversion provisions of this policy.

B14.14.5  A casual employee will be entitled to lodge an application for conversion from the date of certification of this Agreement. However, the University will not be required to consider such an application until six months after this Agreement is certified.

Eligibility

B14.14.6  To be eligible to apply for conversion, a casual staff member must be employed on a regular and systematic basis in the same or similar and identically classified position in the same AOU/Division either:

B14.14.6.1  over the immediately preceding period of 12 months within which the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or

B14.14.6.2  over the immediately preceding period of at least 24 months.

B14.14.7  For the purposes of this policy, occasional and short-term work performed by the casual staff member in another classification, job or AOU/Division will not affect the staff member’s eligibility for conversion if he or she would otherwise satisfy the eligibility criteria;

B14.14.8  A staff member must not be engaged and re-engaged nor have his or her hours reduced in order to avoid any obligation under this policy.

Refusal to convert

B14.14.9  The University will not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

B14.14.9.1  the staff member is not, in accordance with B14.14.5 and B14.14.6, eligible to apply for conversion;

B14.14.9.2  the staff member is a student, or has recently been a student, other than where her/his status as a student is irrelevant to her/his engagement and the work required;
B14.14.9.3 the staff member is a genuine retiree;

B14.14.9.4 the staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within 26 weeks (from the date of application);

B14.14.9.5 the staff member has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;

B14.14.9.6 the staff member does not meet the essential requirements of the position; or

B14.14.9.7 the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

Conversion to non-casual appointment

B14.14.10 Subject to B15.4 of this Agreement conversion will be to a fixed-term or continuing appointment, on either a full-time or part-time basis.

B14.14.11 The non-casual appointment will, subject to due consideration of the University’s operational requirements and the desirability of offering the staff member work that is regular and continuous, be as consistent as is reasonably practicable with the pattern of work undertaken by the staff member during his or her casual appointment.

B14.14.12 Casual staff members converted under this policy will not have their casual service count as service for the purpose of calculating any other existing entitlements, except for long service leave and any applicable unpaid parental leave, consistent with the relevant provisions of this Agreement.

Procedures

B14.14.13 Subject to B14.14.5 and B14.14.6 the staff member may apply to the University for conversion of his or her appointment to a fixed-term or continuing appointment.

B14.14.14 The staff member’s application for conversion must be in writing.

B14.14.15 The University will:

B14.14.15.1 accept the application and offer the staff member a non-casual appointment; or

B14.14.15.2 reject the application.

B14.14.16 The offer of conversion will constitute a contract of employment consistent with B15.6.1 of this Agreement.
B14.14.17 If the University rejects the application, it will provide the staff member with written reasons for the rejection.

B14.14.18 A staff member whose application for conversion is rejected will not be entitled to apply again within 12 months except where:

B14.14.18.1 that rejection is solely based upon the ground set out in B14.14.9.4, and

B14.14.18.2 that ground ceased to apply.

B14.14.19 A dispute arising from the application of this clause will be dealt with in accordance with the dispute procedures set out in A17 of this Agreement.

B15 General Staff Employment

B15.1 Preamble

The University is committed to providing working conditions which attract and retain staff. To this end the University will, wherever possible, and subject to its strategic directions and available funding, establish continuing posts. Fixed-term posts will be limited to the purposes specified in this Agreement.

Conditions of employment apply to each type of general staff appointment and will be provided in writing to the staff member prior to or on commencement of an appointment with the University.

B15.2 Types of General Staff Appointments

B15.2.1 There will be three types of general staff appointment, as follows:

B15.2.1.1 continuing

B15.2.1.2 fixed-term

B15.2.1.3 casual

B15.2.2 General staff appointments, other than casual, will be on a full-time or part-time basis.

B15.2.3 A part-time appointment will be an appointment at less than full-time with the time fraction defined in the staff member’s letter of appointment.

B15.3 Continuing Appointments

Continuing appointments are the preferred type of employment within the University.

B15.4 Fixed-Term Appointments

Fixed-term appointments will be used only where one or more of the following circumstances apply. These are:
B15.4.1 Specific Tasks or Projects

where an appointment is necessary to undertake a definable work activity and which is expected to be completed within an anticipated time-frame;

B15.4.2 Research

where an appointment is made to undertake research-only functions. An initial appointment under this clause will not exceed five years. Subsequent fixed-term appointments under this clause may be made but will not exceed five years in each case;

B15.4.3 Non-Recurrent Funds

where an appointment is funded from sources other than:

- the operating grant from Government; or
- funding comprised of fees made by or on behalf of students;

B15.4.4 Senior Management Positions

where a staff member is appointed to any of the positions listed below or their successor positions:

- Executive Director of Administration;
- Head of Division;
- University Librarian;
- Head of a specialised unit eg a centre or a commercial operating subsidiary.

B15.4.5 Replacement Purposes

B15.4.5.1 where it is necessary to replace a staff member who is either on authorised leave of absence, acting in a higher position or on a temporary secondment, or

B15.4.5.2 where it is necessary to replace a staff member who has resigned or retired and where recruitment action to the vacant position has commenced;

B15.4.6 Pre-retirement/Resignation

where an employee declares his or her intention to convert to a fixed-term contract prior to retirement/resignation in accordance with University provisions. Such an appointment will not exceed five years.
B15.4.7 Apprenticeships or Traineeships

where an appointment is offered as an apprenticeship or traineeship approved by the relevant State or Territory Training Authority.

B15.4.8 Student Employment

where an enrolled student is employed for work activity which is not described in the circumstances specified in B15.4.1 to B15.4.7. The work will be 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.

Such fixed-term employment will be:

B15.4.8.1 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 post graduate work, or is awaiting results; and

B15.4.8.2 will not be made on the condition that the person offered employment undertake the studentship.

B15.5 Casual Appointments

B15.5.1 Casual appointments will be offered where a person is engaged by the hour and paid on an hourly basis.

B15.5.2 Casual employment will be undertaken in accordance with B14 (Employment of Casual Staff) in this Agreement.

B15.6 Terms and Conditions of Appointment

B15.6.1 The University will provide to each staff member, other than a casual, a contract of employment which specifies the terms and conditions applying to that appointment including the classification level, commencement salary, fraction, reporting relationship, length and terms of any probation period and the broad responsibilities of the appointment.

B15.6.2 In the case of fixed-term appointments, the contract of employment will also specify which of the circumstances as described in B15.4 applies to the appointment.

B15.6.3 In the case of casual appointments, the terms and conditions of employment including duties, anticipated number of hours required and rate of pay will be specified in the casual notification form. This form will be completed by the staff member’s supervisor and signed
by the staff member prior to the staff member
commencing duties.

Any variation to the employee’s duties and adjustment of
payment thereof, will be specified on the appropriate
form.

B15.7 Probation

A three month probationary period will apply to all continuing
appointments and to fixed-term appointments which exceed six
months.

B15.8 Notice Periods: Fixed-Term Posts

B15.8.1 With the exception of staff members appointed to
fixed–term posts under the provisions of B15.4.5 and
B15.4.6, or in circumstances described in B15.8.3, the
University will provide the staff member with written notice
of its intention to renew or not to renew employment at least
four weeks prior to the end of the appointment.

B15.8.2 In addition to this notice, a staff member over the age of
45 years at the date that the appointment ceases and with
not less than two years’ continuous service as at that date
will be entitled to an additional week’s notice.

B15.8.3 Where the University is unable to comply with B15.8.1
because the funding of the position is external to the
University and beyond its control, the University will:

B15.8.3.1 advise the staff member in writing of those
circumstances at least four weeks (five weeks for
staff members over 45 years) prior to the end of
the appointment; and

B15.8.3.2 give notice to the staff member at the earliest
practicable date thereafter.

B15.9 Severance Pay: Fixed-Term Posts

B15.9.1 Where an appointment to a fixed-term post is not renewed
although the staff member wishes to continue the
employment, a severance payment will be made where the
staff member was employed:

B15.9.1.1 on a second or subsequent fixed-term contract in
circumstances described in B15.4.1, B15.4.2,
B15.4.3 or B15.4.4 and the same or substantially
similar duties are no longer required by the
University; or

B15.9.1.2 to do work required for the circumstances
described in B15.4.1, B15.4.2, B15.4.3 or B15.4.4
and those duties continue to be required but
another person has been appointed, or is to be
appointed to the same or substantially similar
duties.
B15.9.1.3 on a second or subsequent fixed-term contract which commenced prior to 30 June, 1998 and the employee would have been entitled to severance pay under the terms of the *Higher Education (Non-Continuing Contract Employment) Interim Award, 1996*.

B15.9.2 The rate of severance payment is as follows:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>more than 1 but less than 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>more than 2 but less than 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>more than 3 but less than 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>more than 4 years</td>
<td>8 weeks’ pay</td>
</tr>
</tbody>
</table>

B15.9.3 Where a staff member may be offered further employment in the University within six weeks of the expiry of a fixed-term appointment, the payment of severance benefits may be delayed until after that six-week period has expired.

B15.10 Other Conditions: Fixed-Term Posts

B15.10.1 Incremental progression

A fixed-term staff member who has a period of continuous service will be entitled to progress through any incremental steps applying to the classification of her/his appointment in the same way as any other staff member in appointments (excluding casual appointments).

B15.10.2 Other conditions and entitlements

Other conditions and entitlements for fixed-term staff members will be as specified in the staff member’s conditions of appointment and University policies.

B15.10.3 Breaks in service

B15.10.3.1 For the purposes of this policy only (ie for severance and notice periods), breaks between fixed-term appointments of up to two times per year and of up to six weeks will not constitute breaks in continuous service.

B15.10.3.2 Periods of approved unpaid leave shall not count for service, but shall not constitute breaks in service for the purposes of this clause.

B15.11 Termination: Fixed-Term Staff

A fixed-term appointment may only be terminated earlier than the date specified in the letter of appointment in the following circumstances:

B15.11.1 during the probationatory period; or
B15.11.2 for reasons of serious misconduct under the provisions of B26 of this Agreement; or

B15.11.3 where the staff member’s appointment letter makes specific reference to the possibility of an earlier than anticipated contract cessation date due to circumstances such as a funding shortfall or, in replacement positions, the right of return of staff members on approved leave.

B15.12 Disputes

Any disputes arising from the interpretation or implementation of this policy will be dealt with in accordance with A17 of this Agreement or the University’s grievance provisions, whichever is appropriate.

**B16 Security Officers: 12-Hour Shift Roster**

B16.1 General Provisions

B16.1.1 The provisions of this clause apply in respect of the continuous operation of a 12-hour, seven day a week shift roster for staff employed as Security Officers.

B16.1.2 Security Staff who are employed on the 12-hour shift roster will be required to work their ordinary hours in accordance with the currently established 12-hour shift roster or other rosters as modified and agreed between the parties from time to time.

B16.1.3 The following clauses in this Agreement will not apply to Security Staff covered by this clause:

- B1.1 Annual Recreation Leave
- B3 Flexible Working Hours
- B11 Overtime
- B12 Allowances
- B17.1-17.3 Hours of Duty

B16.2 Overtime

B16.2.1 Shift overtime (overtime which is worked by Security Staff who are part of the 12-hour shift roster and who are required to work additional hours as part of and contiguous with a twelve hours shift) will be paid at the rate of double time based on the staff member’s total salary including shift allowance.

B16.2.2 Any additional time worked, if agreed between the employee and the University, which is not part of B16.2.1 above, will be paid at 150% of the staff member’s hourly rate, including shift allowance.

B16.3 Shift Allowance

B16.3.1 Security Staff, who are part of the 12-hour shift roster will be paid a fortnightly salary based on the appropriate annual salary as contained in this Agreement. An annualised allowance, calculated as 27.5% of the annual salary, will be paid as full payment, for all shift penalties.
for shifts projected to be worked over the five year cycle of the shift roster.

B16.3.2 The annualised salary will be the salary for all purposes of this agreement, including recreation leave and long service leave.

B16.3.3 Each employee bound by this agreement will be entitled to five weeks Recreation Leave per annum and, in addition, a leave loading of 17.5% to be paid annually. Other aspects of Annual Recreation Leave as per B1 of this Agreement will apply.

B16.3.4 Security Staff employed on or subsequent to 1 January 2002 will be paid a shift allowance calculated as 27.5% of the staff member’s actual incremental step of the salary scale.

B16.3.5 Security Staff employed prior to 1 January 2002 will continue to receive an allowance of 27.5% based on the salary for a HEO3, step 4.

B16.4 Rosters

B16.4.1 The parties agree that arrangements will be established for managing the relief staffing roster, the taking of leave to ensure proper rest periods between shift rotations, and for dealing with absences and part shifts.

B16.4.2 Where the University grants general staff a ‘grace’ day, the equivalent time will be factored into the rostering for Security Officers to ensure that they receive the benefit equivalent to that received by other general staff.

B17 Hours of Duty

B17.1 On the basis of this Agreement the standard hours of work will be 36.75 hours per week.

B17.2 For the purpose of B17.1 the ordinary hours of duty for full-time staff members (other than shift workers and staff identified in B17.3) will be between 6.00 am and 6.00 pm, Monday to Friday.

B17.3 Notwithstanding any other provision in this Agreement:

B17.3.1 the ordinary hours of a Librarian may, in accordance with a prescribed roster, include the provision of a reference service beyond 6.00 pm on any day but within normal Library opening hours. The roster prescribed by the responsible officer concerned will, subject to circumstances beyond the control of that person, be displayed for at least one week prior to its commencement;

B17.3.2 the ordinary hours of duty applicable to any position, excluding that of a Research Assistant, will include attendance at meetings of formal Committees of the University, (including Flinders Housing), or other associated organisations or attendance during the
admissions and enrolment periods beyond 6.00 pm. on any day provided that such time worked in excess of 38 hours per week may be taken as time off in lieu;

B17.3.3 The ordinary hours of duty of research grant funded staff employed as research assistants, laboratory support, and technical staff and Animal House staff and administrative staff in Flinders Housing will be as prescribed by the responsible officer concerned subject to the following limits only: 147 hours within a work cycle not exceeding 28 consecutive days provided that such hours of duty may be extended to 152 hours within such cycle before overtime applies;

B17.4 The hours of duty of a part-time staff member will be those specified in that staff member’s letter of appointment.

B17.5 A staff member will accurately record, by the means of recording attendance approved by the Executive Director of Administration, the actual times of commencing and ceasing work on each day provided however this clause will not apply to any staff member as defined in B10.1 who is not entitled to payment for overtime duty.

B18 Meal Breaks

A staff member will not be required to work for longer than five hours without a meal break of not less than 30 minutes. If a staff member is directed by the responsible officer to remain on duty during a prescribed meal break period, payment will be made for that period.

B19 Quarters, Fuel And Light

Where a staff member is required to reside in a University dwelling, such dwelling will be provided together with fuel, light and power without charge to that staff member.

B20 Stand Down of Staff Members

B20.1 The Executive Director of Administration may approve the stand down without pay of a staff member when work is unavoidably stopped for a period of one (1) working day or more due to a breakdown of plant and/or machinery, or a failure of power or a shortage of material or a strike or any other cause for which the University cannot reasonably be held responsible.

B20.2 The Executive Director of Administration will only approve stand down where the University has made every reasonable effort to:

B20.2.1 find alternative duties for the staff member during the period of stand down but has been unable to identify such duties; and

B20.2.2 notify the staff member that she/he is stood down from employment for one of the reasons specified above.

B20.3 A staff member who is stood down may use any flexi-time credits or accrued recreation leave credits to cover some or all of the period of stand down.
B20.4 During the period of stand down, the employment relationship will be deemed to be continuous.

B20.5 Any dispute arising from the application of this clause will be dealt with in accordance with A17 of this Agreement.

B21 Tea Breaks

A staff member is entitled to two paid tea breaks of ten (10) minutes’ duration per day.

B22 Termination of Employment

B22.1 Employment of a staff member may be terminated by 14 days’ notice given either by the University (or as otherwise prescribed by the Workplace Relations Act 1996, as amended) or by the staff member, or by the payment or forfeiture, as the case may be, of the wages the staff member would have received in respect of ordinary time which would have been worked during the period of notice had the employment contract not been terminated.

B22.2 In the case of casual staff, one hour’s notice of termination of employment may be given by the University or the casual staff member.

B22.3 Notwithstanding the provisions of B22.1 and B22.2, the University will retain the right at common law to dismiss a staff member without notice for misconduct or any other sufficient cause.

B23 Work Outside Public Transport Hours

A staff member who is required to attend or return from duty outside the hours during which public transport is operating and who is thereby deprived of normal means of transport will be reimbursed the actual and reasonable costs of transport which are over and above the costs normally incurred.

B24 Workloads

B24.1 General staff work varies considerably, and hence it is not possible to determine a University-wide work load allocation process. In the context of the classification level criteria, general staff job designs and workloads should contain a variety of tasks which can be fitted into the ordinary hours of duty. Workloads may fluctuate according to seasonal demands. Allocation of new tasks should be done after discussions with the staff member.

B24.2 Should a staff member consider that he or she is being unreasonably expected to carry out additional duties, or over an extended period the volume of duties is too great to be completed in normal working hours, the matter should be raised with the supervisor, who must deal with the matter expeditiously. The staff member should document work volumes, and the supervisor should examine these in the light of workloads of comparable positions elsewhere in the work area or the University.

B24.3 If after this examination, the supervisor determines that the workload is higher over an extended period than that which could be reasonably expected of the staff member, he or she may direct the staff member to cease certain duties. If the staff member still
Considers the workload is excessive, he or she may raise the matter with their Head of area. If the matter remains unresolved the staff member may access the University’s grievance provisions.

B25 Working Overseas

The University will, by 31 December 2005, review and develop appropriate conditions for general staff who are required to work overseas.

B26 Disciplinary Provisions for General Staff

B26.1 Preamble

The policy and procedures which follow are intended to assist both academic and general staff members who have supervisory responsibilities of members of the general staff when faced with the problem of unsatisfactory work performance or unsatisfactory conduct in the work place, and to guide those supervisors in taking appropriate action.

They are also intended to provide members of the general staff whose work performance or conduct is identified as unsatisfactory with a clear understanding of the disciplinary process and their rights under that process.

This policy has been developed in the context that the University is committed to providing a working environment which maximises the opportunities for all general staff to perform their duties to a satisfactory standard of performance and conduct. The University does this by:

B26.1.1 ensuring supervisors receive appropriate training in their role as supervisor;

B26.1.2 use of the University’s Review and Planning Program for General Staff so that a supervisor and a staff member have regular opportunities to discuss the staff member’s work, role, achievements, training and development needs and to jointly plan activities and set goals;

B26.1.3 expecting supervisors to discuss work and conduct issues with a staff member to ensure that a staff member has a clear understanding of the standard of performance of duties and conduct expected of them and to provide appropriate feedback on a staff member's performance; and

B26.1.4 ensuring that procedures designed for the resolution of grievances in relation to employment matters are available.

B26.2 Definitions

B26.2.1 'Representative' means a friend, colleague or union official who is not a practising member of the legal profession and who is nominated by either the supervisor or staff member to assist them at discussions/interviews.

B26.2.2 'Staff Member' means a general staff member employed by Flinders University other than a staff member serving a period of probation or employed on a casual basis.
B26.2.3 'Supervisor' means the officer to whom the staff member, who is the subject of disciplinary action, is directly responsible.

B26.2.4 'Unsatisfactory Work Performance' means incompetence, negligence or failure to achieve the expected standard of performance in the specified duties of the position held.

B26.2.5 'Unsatisfactory Conduct' means

B26.2.5.1 conduct which constitutes an impediment to the satisfactory performance of the work of the staff member or other staff members in the work area;

B26.2.5.2 failure to comply with a reasonable instruction given by the supervisor of the staff member or other person with authority to direct the staff member;

B26.2.5.3 conduct which is detrimental to the University, students, members of the public or users of the area;

B26.2.5.4 action which is prejudicial to the health, welfare or safety of other staff, students or members of the public.

B26.2.5.5 'Disciplinary Action' means action by the University to discipline a staff member for unsatisfactory work performance or unsatisfactory conduct, and is limited to:

B26.2.5.5.1 formal censure or counselling;

B26.2.5.5.2 withholding of an increment;

B26.2.5.5.3 demotion by one or more classification levels or increments;

B26.2.5.5.4 suspension from duties with or without pay; and

B.26.2.5.5.5 termination of employment.

B26.3 Policy

B26.3.1 A supervisor is expected to discuss work and conduct issues with a staff member, to ensure that a staff member has a clear understanding of the standard of performance of duties and conduct expected of them and to provide appropriate feedback on a staff member's performance.

B26.3.2 A staff member is expected to show competence, care, good faith and compliance with instructions, policies and procedures in the performance of their duties and to conduct himself or herself in a manner which respects the rights and welfare of other members of the University.
B26.3.3 If a matter of unsatisfactory work performance or unsatisfactory conduct has not been resolved through the normal supervisor/staff member relationship as outlined in B26.3.1, a supervisor may take action in accordance with this policy.

B26.3.4 A matter of unsatisfactory work performance or unsatisfactory conduct will usually proceed through the following stages:

B26.3.4.1 structured counselling
B26.3.4.2 written warning(s)
B26.3.4.3 review and action by the Manager, Human Resources

B26.3.5 While it is expected that a final written warning will follow at least one and up to two previous written warnings, it may be necessary for a final warning to be issued at an earlier stage, where the nature of the unsatisfactory performance or conduct has a potential or actual serious and detrimental impact on the University. This may be particularly relevant, but not restricted, to instances involving unsatisfactory conduct.

B26.3.6 If, after all reasonable efforts have been made by the University and, in its opinion, the staff member has not met the required standards, the University reserves the right to take disciplinary action as defined.

B26.3.7 Summary action in the form of suspension or dismissal may be taken by the University where there exist conditions of a sufficiently serious nature with respect to unsatisfactory conduct.

B26.3.8 All matters will be resolved as expeditiously as possible and in accordance with the principles of natural justice.

B26.4 Applications of the Principles of Natural Justice:

B26.4.1 all parties will have the right to be heard;
B26.4.2 acts or omissions in work performance or conduct will be managed thoroughly and justly, including consideration of mitigating circumstances;
B26.4.3 the standard of work performance or conduct required will be made clear to the staff member by documentation or interviews;
B26.4.4 excepting cases where summary suspension of duties or dismissal is warranted, a staff member will be counselled and given reasonable opportunity to improve their conduct and performance;
B26.4.5 either party has the right to be accompanied by a representative at discussions or interviews taking place under the provisions of the formal disciplinary procedures;

B26.4.6 when a complaint about performance or conduct is brought to the supervisor’s attention by a third party, the substance of the complaint will be verified before any action is taken on the matter;

B26.4.7 the possible implications of continued unsatisfactory work performance or unsatisfactory conduct will be advised at the relevant (formal) stages of the disciplinary procedures.

B26.5 Stage 1: Structured Counselling

This stage is the informal stage of discipline procedures. It provides an opportunity by way of structured counselling for a supervisor and staff member to address matters of unsatisfactory work performance or unsatisfactory conduct in an attempt to avoid further problems. It should be noted that the steps described below will usually have taken place as part of the normal supervisor-staff member relationship.

B26.5.1 During this stage, the supervisor and the staff member will attempt to resolve the matter or matters likely to lead to disciplinary action through a process including co-operation, regular feedback, regular meetings to review progress, consideration of any mitigating circumstances raised by the staff member and, where appropriate, assistance with specific training and development programs. A timeframe for resolution will be agreed.

B26.5.2 Although the process may be informal and verbal in nature during this stage, the supervisor will record relevant events and dates and make a copy of these available to the staff member. The supervisor should also be able to demonstrate that the performance and/or conduct expectations are reasonable and have been clearly communicated.

B26.5.3 If the matters dealt with pursuant to B26.5.1 are resolved to the satisfaction of the supervisor in the timeframe agreed the staff member will be advised accordingly in writing.

B26.5.4 Where the structured counselling process does not result in sustained improvements to performance and/or conduct to the satisfaction of the supervisor, the staff member will be advised of this in writing. The staff member may respond in writing to the supervisor’s report within five working days of receipt of such advice.

The supervisor may then proceed to institute the formal stage of these procedures.

B26.5.5 Notwithstanding B26.5.3, where a pattern of unsatisfactory performance or conduct is evident, despite related matters being addressed through the structured counselling process, the supervisor may consider that sustained improvements to performance and/or conduct have not been achieved. The supervisor may then proceed to institute the formal stage of these procedures.
B26.5.6 The supervisor will inform the Manager, Human Resources before serving a written warning on the staff member. Prior to a formal warning being served on a staff member, the Manager, Human Resources will satisfy himself/herself that the circumstances under which the warning is being served are appropriate, including that any mitigating circumstances provided by or on behalf of the staff member have been given due consideration.

B26.6 Formal Procedures

Stage 2, Written Warnings, Stage 3, Review and Action by the Manager, Human Resources and/or any summary action taken by the University constitute the formal procedures of this policy. The following clauses may be read in conjunction with B26.4.5, regarding rights of representation.

B26.7 Stage 2: Written Warnings

B26.7.1 First Warning

B26.7.1.1 The supervisor will serve a first warning, in writing, on the staff member. The first warning will take the form of a statement of all the reasons for the dissatisfaction, propose a period usually not exceeding one month unless otherwise agreed between the parties for monitoring the progress of the performance or standard of conduct required of the staff member and, where appropriate, specify training activities or support which could assist the staff member.

B26.7.1.2 The first warning will normally be served at an interview that will be conducted between the supervisor and the staff member.

B26.7.1.3 At the conclusion of the interview, a record will be prepared by the supervisor which specifies any agreed outcomes reached at the interview, any additional training or support which the staff member believes useful and, if desired, any additional comment/statement from the staff member. This record, together with a copy of the written warning, will be placed on the staff member's confidential staff file.

B26.7.1.4 If the staff member meets the specified outcomes set, during the period agreed, the matter will be deemed to be resolved and a statement to that effect, signed by both the supervisor and the staff member, will be placed on the staff member's confidential staff file.
B26.7.2  Second Warning

B26.7.2.1  If the performance or standard of conduct specified in the first warning is not achieved to the satisfaction of the supervisor, or a sustained or recurrent pattern of unsatisfactory conduct or performance becomes evident, despite related matters being addressed under B26.7.1, the supervisor may serve a second warning, in writing, upon the staff member. This warning will state the reasons for the dissatisfaction and will propose a further period, usually not exceeding one month unless otherwise agreed between the parties, for monitoring the progress and the performance standard required of the staff member and, where appropriate, specify training activities or support which could assist the staff member.

B26.7.2.2  The second warning will normally be served at an interview that will be conducted between the supervisor and the staff member.

B26.7.2.3  At the conclusion of the interview, a record will be prepared by the supervisor which specifies any agreed outcomes reached at the interview, and, if desired, any additional comment/statement from the staff member. This record, together with a copy of the written warning, will be placed on the staff member's confidential staff file.

B26.7.2.4  If the staff member meets the specified outcomes set, during the period agreed, the matter will be deemed to be resolved and a statement to that effect, signed by both the supervisor and the staff member, will be placed on the staff member's confidential staff file.

B26.7.3  Final Warning

This clause may also be read in conjunction with B26.3.5.

B26.7.3.1  If the performance or standard of conduct specified in the previous warning(s) is not achieved to the satisfaction of the supervisor, or a sustained or recurrent pattern of unsatisfactory conduct or performance becomes evident, despite related matters being addressed under B26.7.1 and/or B26.7.2, a final warning may be issued, in writing, to the staff member and an interview will be conducted between the supervisor and the staff member. At this interview the supervisor will:

B26.7.3.1.1  state clearly the reasons for the final warning:
B26.7.3.2 specify a reasonable date for rectification of the matter(s) specified in the earlier warning(s); and

B26.7.3.3 confirm that the staff member understands the disciplinary action which may be applied should the desired improvement not be achieved by the specified date.

B26.7.3.2 At the conclusion of the interview, a record will be prepared by the supervisor which specifies any agreed outcomes reached at the interview and, if desired, additional comment/statement from the staff member. This record, together with a copy of the written warning, will be placed on the staff member's confidential staff file.

B26.7.3.3 If the matter is resolved within the period set in B26.7.3.1, a jointly signed statement to that effect will be placed on the staff member's confidential staff file.

B26.7.3.4 If the matter is not resolved within the period set in B26.7.3.1, a report will be prepared within seven days by the supervisor for the Manager, Human Resources for consideration of disciplinary action.

B26.8 Stage 3: Review and Action by Manager, Human Resources

B26.8.1 A matter which may result in disciplinary action against a staff member and which is not resolved under the provisions set out in B26.7 will be considered by the Manager, Human Resources, based on the report provided for under B26.7.3.4.

B26.8.2 The Manager, Human Resources will satisfy herself/himself that the appropriate warning steps have been taken by the supervisor and that, where appropriate, an adequate opportunity has been provided to the staff member to rectify their work performance or conduct; and will conduct any other investigations deemed necessary.

B26.8.3 The Manager, Human Resources may then decide to:

B26.8.3.1 dismiss the matter;

B26.8.3.2 take no further action; or

B26.8.3.3 take disciplinary action as defined.

B26.8.4 If the Manager, Human Resources determines that disciplinary action is warranted, the approval of the Executive Director of Administration will be sought prior to such action being taken.
B26.8.5 The Manager, Human Resources will advise the staff member and supervisor in writing of the decision and the reasons for the decision within seven days of receiving the report provided for under B26.7.3.4. A copy of this decision will be placed on the staff member's confidential staff file.

B26.8.6 If disciplinary action in the form of suspension is determined under B26.8.3, the staff member will be suspended and the procedures outlined in B26.9.1.2 to B26.9.1.4 will be instituted.

B26.8.7 If disciplinary action in the form of termination of employment is determined under B26.8.3, action will be taken in accordance with B26.10.3.

B26.9 Summary Action

If the Manager, Human Resources, upon receiving a report from a supervisor on a matter of unsatisfactory conduct, considers that there exist conditions that are of a sufficiently serious nature with respect to unsatisfactory conduct to warrant summary action, a recommendation will be made to the Executive Director of Administration that the staff member be summarily suspended from duties or summarily dismissed.

B26.9.1 Summary Suspension

B26.9.1.1 The staff member will be notified in writing of the suspension from duty. Such notice will specify:

B26.9.1.1.1 a date or the happening of an event that will mark the end of the period of suspension; and

B26.9.1.1.2 the grounds upon which suspension are considered to be warranted.

B26.9.1.2 The Manager, Human Resources will initiate an investigation into the matter resulting in the staff member's suspension during which the staff member will have the opportunity to make a case in response to the matter under investigation. The staff member will normally be allowed five working days to provide a written response.

B26.9.1.3 A staff member who has been suspended from duty will not have access to, or remain on, University property without the written permission of the Manager, Human Resources or a delegated officer. The staff member will be permitted reasonable access to the University as specified by the Manager, Human Resources for the preparation of a response to the complaint specified in the notice served pursuant to B26.9.1.1 and to collect personal property.
B26.9.1.4 At the conclusion of the investigation, normally no longer than 28 days from the date of suspension of the staff member, the Manager, Human Resources will determine, and where appropriate, seek the approval of the Executive Director of Administration, that:

B26.9.1.4.1 no further disciplinary action is taken and the staff member is reinstated to their position, or

B26.9.1.4.2 alternative disciplinary action is taken and the staff member is reinstated to their position, or

B26.9.1.4.3 alternative disciplinary action is taken and/or the staff member is transferred to another position in the University; or

B26.9.1.4.4 the staff member’s employment be terminated.

B26.9.2 Summary Dismissal

Upon the recommendation of the Manager, Human Resources, the Executive Director of Administration may terminate without notice the employment of a staff member where conditions exist that are of a sufficiently serious nature with respect to unsatisfactory conduct.

B26.10 Termination of Employment

B26.10.1 The University will only terminate the employment of a staff member under the relevant clauses of this Agreement.

B26.10.2 If, after consideration of the report provided for in B26.7.3.4, the Manager, Human Resources finds that termination of employment is warranted, the approval of the Executive Director of Administration will be sought prior to such action being taken.

B26.10.3 Where termination of employment is considered to be warranted, the staff member will be advised in writing of this decision. Termination of employment will come into immediate effect from the date specified in this written advice.

B26.11 Record Keeping

Written records relating to any action taken under the formal procedures of this policy will be kept on a staff member’s confidential staff file. The period over which such records must be held by the University will be in accordance with the requirements of the State Records Act 1997, as varied from time to time.
B26.12 Grievance

B26.12.1 Where a staff member believes that there has been a serious error in the procedure followed under this policy or is aggrieved at the decision of the University with respect to disciplinary action taken, the staff member may lodge a written grievance within seven days of the notification of that decision. The complaint should be lodged in accordance with the University’s grievance provisions.

B26.12.2 Where a staff member lodges a formal grievance relating to matters being dealt with under this policy, the procedures of the Individual Staff Grievance Policy will not normally commence until the discipline proceedings are finalised.

B27 Redundancy Provisions for General Staff

B27.1 General Principles

B27.1.1 The following criteria and process will be applied in any redundancy process affecting general staff.

B27.1.2 At all times the University will work to maximise the number of redeployments and/or voluntary redundancies and to minimise the number of involuntary redundancies.

B27.1.3 The Head of the Cost Centre will be responsible for the management of redundancies in that Cost Centre.

B27.1.4 The Separation Committee will be responsible for the approval of all stages of the redundancy process.

B27.1.5 The basis of selection of any staff member made redundant will be objective and fair having regard to all the circumstances and will adhere to equal opportunity principles, affirmative action policy, equity principles and natural justice.

B27.2 Definition of Redundancy and Criteria for Redundancy

B27.2.1 Definition

‘Redundancy’ means a situation where a staff member is identified as surplus to the needs of the University as a result of the termination of the function formerly performed or the classification formerly filled by the staff member.

B27.2.2 Redundancy Criteria

B27.2.2.1 The following criteria will be used to identify posts that are redundant:

- the number of staff exceeds that required for the efficient and economical operation of an
organisational unit (AOU/Division/Department) of the University;

- staff cannot be used effectively because of technological or other changes in work methods, or changes in the nature, extent or organisational unit of the University;
- significant changes occur in the composition, operation or size of the University’s workforce due to financial exigency, decrease in student demand or enrolment, or some other budgetary factor;
- a necessary geographical relocation of the function performed by a staff member occurs, and the staff member is not willing to relocate to the new locality;
- Government legislative change affecting the employment of University staff.

B27.2.2.2 These include circumstances where:

- the duties which the staff member performs are no longer required to be performed or to be performed at the staff member’s classification;
- the programs/activities for which the staff member provides a service have been cut/reduced;
- a restructuring has occurred, or will occur, which will lead to a situation where staff are surplus;
- a staff member’s workplace is to move either elsewhere on campus, or to a site off campus;
- legislation requires particular skills or qualifications and the staff member is unable or unwilling to obtain same.

B27.2.2.3 In determining the number of posts to be made redundant, account will be taken of the relative costs of different posts and the overall savings to be made.

B27.2.3 Redundancy may be either voluntary or involuntary and will only apply to staff members holding continuing appointments.

B27.3 Formal Communication with Principal Parties during the Redundancy Process

B27.3.1 The University will advise the Chair, SBU in writing at the following stages of the redundancy process:

B27.3.1.1 at the time the Separation Committee is to be convened; and

B27.3.1.2 at the time that a decision is made to proceed with redundancies; and
B27.3.1.3 at the conclusion of a voluntary round; and
B27.3.1.4 at the commencement of an involuntary round; and
B27.3.1.5 at the time of informing individual staff that they are to be made involuntarily redundant; and
B27.3.1.6 at other times as determined by the Separation Committee.

B27.3.2 The University will advise the Cost Centre Head and AOU/Divisional Head in writing at the following stages of the redundancy process:
B27.3.2.1 at the time that a decision is made to proceed with redundancies; and
B27.3.2.2 at the conclusion of a voluntary round; and
B27.3.2.3 at the commencement of an involuntary round; and
B27.3.2.4 at the time that individual staff are to be made involuntarily redundant; and
B27.3.2.5 at other times as determined by the Separation Committee.

B27.3.3 The University will advise the affected staff in writing at the following stages of the redundancy process:
B27.3.3.1 at the time that a decision is made to proceed with redundancies; and
B27.3.3.2 at the conclusion of a voluntary round; and
B27.3.3.3 at the commencement of an involuntary round; and
B27.3.3.4 at the time that individual staff are to be made involuntarily redundant; and
B27.3.3.5 at other times as determined by the Separation Committee.

B27.4 Separation Committee

B27.4.1 Role

The role of the Separation Committee is to:

B27.4.1.1 consider and determine any Cost Centre proposal for voluntary and involuntary redundancy; and
B27.4.1.2 consider and determine recommendations for making particular posts/staff members redundant, including the redundancy package that would apply; and

B27.4.1.3 ensure that all stages of the redundancy process comply with University policy and procedures.

B27.4.2 Composition

The Separation Committee will comprise:

B27.4.2.1 the Vice-Chancellor or nominee;

B27.4.2.2 the Deputy Vice-Chancellor or a Pro-Vice-Chancellor;

B27.4.2.3 an Executive Dean, selected from a Cost Centre other than the Cost Centre(s) proposing the redundancies;

B27.4.2.4 the Executive Director of Administration or nominee;

B27.4.2.5 one nominee of the SBU who will be non-voting.

B27.4.3 Joint Separation Committee

Where both academic and general staff redundancies within an area are being considered concurrently, the Academic Separation Committee membership as outlined in C13.4.2 will be expanded to include an SBU nominee (non-voting).

B27.4.4 Quorum of Joint Separation Committee

The quorum of a joint Separation Committee will be three management members and one representative each from the NTEU and SBU respectively.

B27.5 Redundancy Proposal

B27.5.1 The Head of Cost Centre and relevant Head of AOU/Division will prepare a written proposal including:

B27.5.1.1 the criteria for redundancy as per B27.2.2;

B27.5.1.2 the number of categories of staff members likely to be affected;

B27.5.1.3 the period over which the redundancies are likely to occur;

B27.5.1.4 the staffing profile of the affected area including the number of continuing and fixed-term posts;
B27.5.1.5 any continuing, fixed-term and casual appointments which have been made in the last 12 months; and

B27.5.1.6 any continuing, fixed-term and casual appointments which are planned for the next 12 months, including any appointments that may result from the restructuring and/or redundancies.

B27.5.2 The Head of Cost Centre and relevant AOU/Division Head may be invited to discuss the redundancy proposal with the Separation Committee.

B27.6 Voluntary Redundancy

B27.6.1 Following approval by the Separation Committee of a redundancy proposal, the University will write to the affected staff members and the Chair, SBU and provide the following information:

B27.6.1.1 circumstances and background leading to a potential redundancy situation;

B27.6.1.2 numbers, classification, employment fraction, location and gender of potentially excess staff;

B27.6.1.3 the time period over which the redundancies are likely to occur, and

B27.6.1.4 potential relocation or retraining opportunities within the University.

B27.6.2 As soon as practicable, the University will give the SBU an opportunity to consult with the University on:

B27.6.2.1 measures to avert or minimise the redundancy(s); and

B27.6.2.2 measures to mitigate the adverse effects of the redundancy(s).

B27.6.3 Discussions with the union(s) will conclude within four weeks of the provision of the above advice but may by agreement be extended on a case by case basis.

B27.6.4 Irrespective of any other measure which may be agreed under B27.6.2, a staff member who has been provided with information under B27.6.1 will be invited at that time to apply for voluntary redundancy. The staff member will be required to respond to such an offer to the Manager Human Resources within a period of four weeks.

B27.6.5 All applications for voluntary redundancy will be referred to the relevant Head of Cost Centre for recommendation to the Separation Committee. As part of the recommendation, the Head of Cost Centre will outline any specific circumstances which might require a
period of further employment for the staff member in addition to that specified in B27.11.1.3.

B27.6.6 Within 15 working days of the closing date for applications for voluntary redundancy, the Separation Committee will meet to either accept the application or to decide that no further action will be taken in relation to a specific redundancy or redundancies.

B27.6.7 The benefits which will apply with respect to voluntary redundancy are those specified in B27.11.1.

B27.7 Alternative Employment or Retraining

B27.7.1 Alternative Employment or Retraining

B27.7.1.1 During any period where staff redundancies are occurring, the University will:

B27.7.1.1.1 advise affected staff of all continuing and fixed-term general staff vacancies immediately following approval of those vacancies for advertisement by the Manager Human Resources. A copy of that advice will be forwarded simultaneously to the Chair of the SBU; and

B27.7.1.1.2 make every endeavour to place the staff member in other suitable employment or arrange training for such alternative employment in accordance with the University’s redeployment provisions for general staff. Such retraining and/or redeployment will be negotiated with the relevant union(s) and the staff member concerned; and

B27.7.1.1.3 within two working days of a request by the Chair of the SBU, meet to discuss the possibility of redeployment of a staff member into a vacancy and any other related matter;

B27.7.1.2 A staff member who has received notice in accordance with B27.6.1 will be entitled to reasonable leave with full pay to attend necessary employment interviews.

B27.7.1.3 The University will provide appropriate career counselling and outplacement service for staff members. Such a provision will be made for the duration of the notice period under B27.11.2.1. In some circumstances the
cost of this service will reduce the total severance package payable to a staff member.

B27.7.2 Transfer to Lower Paid Duties

Where a staff member whose job has become redundant accepts an offer of alternative employment with the University, the classification and rate of which are less than the former position, the staff member will be entitled to receive maintenance of income payments from the date of transfer up to a maximum of two years.

B27.7.3 Refusal of Suitable Employment or Training

A staff member who becomes redundant will not be eligible to receive maintenance of income payments if the staff member refuses offers of suitable employment or suitable training as agreed with the relevant union(s) in consultation with the staff member concerned.

B27.8 Involuntary Redundancy

B27.8.1 Where the process followed in B27.6 does not produce a sufficient reduction in staff numbers and / or costs, the Separation Committee will consider whether to approve an involuntary redundancy process.

B27.8.2 The Separation Committee, after consultation with the Head of Cost Centre and relevant AOU / Division Head, will determine if circumstances have changed since the decision was taken to proceed with the redundancy process, thereby averting the need for involuntary redundancies.

B27.8.3 Where the Separation Committee approves the involuntary redundancy step, the University will formally advise in writing any staff member who has failed to apply for voluntary redundancy that the staff member is identified as occupying a redundant post and will proceed with the Staff Review Process.

B27.9 Staff Review Process

B27.9.1 The Staff Review process will apply to all staff in the designated area who hold continuing appointments.

B27.9.2 All staff identified in B27.9.1 (including staff on leave) will be informed in writing of the situation and of the staff review process to be followed, as outlined in B27.9.3.

B27.9.3 Each affected staff member will be required to prepare a case for consideration by the Staff Review Committee. Staff will be invited to attend a briefing session to assist in preparation of their cases. The case should be presented in the form of a written submission against selection criteria for the post(s) which have been derived from the HEO Classification Criteria and Duty Statements for each post(s) and will include the names of two referees. Where there is a real or perceived conflict of
interest, the names of referees will be submitted to the Manager Human Resources. The case should be submitted to the Manager, Human Resources within four weeks of the formal notification.

B27.9.4 The composition of the Staff Review Committee will be:

B27.9.4.1 the Chair (Vice-Chancellor or Vice-Chancellor’s nominee);

B27.9.4.2 one senior general staff member from each Cost Centre (not from the area where the redundancy will take place and appointed for a fixed period);

B27.9.4.3 the Head of the Cost Centre in which the designated area is located; and

B27.9.4.4 the Head of the EO Unit and an SBU nominee (both non-voting but with full speaking rights).

B27.9.5 The membership of the Staff Review Committee will not overlap with the membership of the Separation Committee, except with respect to the Union nominee if the SBU so wishes.

B27.9.6 The appointments to this Committee will be made by the Vice-Chancellor and will have regard for gender balance.

B27.9.7 The Staff Review Committee will meet as soon as possible after the closure of written submissions under B27.9.3 to consider each case against the relevant selection criteria and will rank the staff members according to relative performance (based on the written submissions and referees’ reports).

B27.9.8 The Staff Review Committee will advise the Separation Committee of its recommendations for the designated area, including the reasons for its decision.

B27.9.9 The Separation Committee will then determine redundancies on the basis of all the information before it.

B27.9.10 The University will then advise each staff member in writing of the Separation Committee’s decision to either confirm the appointment or to declare the staff member redundant. This advice will also include details of the Staff Review Committee’s assessment and the reasons for it.

B27.9.11 A staff member whose appointment has been confirmed will retain her/his post at the same level and status without detriment.

B27.9.12 A staff member who has been declared redundant will have her/his employment terminated and will be paid benefits as per B27.11.2.
B27.10 Grievances

Where a staff member has been formally advised that she/he is an excess staff member, she/he may, within seven days of such advice, lodge a grievance in accordance with the University’s grievance provisions. Where a staff member lodges a grievance, the amount of the notice period will be reduced commensurate with the length of further employment under this clause by virtue of the grievance process.

B27.11 Benefits

B27.11.1 Voluntary Redundancy

The following benefits will apply to voluntary redundancy.

B27.11.1.1 a sum calculated at the rate of two weeks’ salary per completed year of service with the University;

B27.11.1.2 a sum calculated as 22 weeks’ salary;

B27.11.1.3 five weeks’ further employment from the date specified for acceptance of an offer of voluntary redundancy;

B27.11.1.4 payment for any leave entitlements outstanding at the time of separation;

B27.11.1.5 in relation to payment under B27.11.1.2, the University will, if the staff member requests and if the request is in the interest of the efficient administration of the University, waive all or part of the payment, in which case the staff member will be able to continue to work beyond the five weeks set out in B27.11.1.3 for an agreed period of time;

B27.11.1.6 the amount of severance payment under B27.11.1.2 will be reduced commensurate with the length of further employment under B27.11.1.5;

B27.11.1.7 in relation to further employment under B27.11.1.3, the University may, if the staff member requests, make a payment of up to five weeks’ salary in lieu of further employment. In circumstances where it is agreed to pay a sum of five weeks’ salary, there will be no period of further employment prior to separation;

B27.11.1.8 the benefits of this sub-clause are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.
B27.11.2 Involuntary Redundancy

The following benefits apply to involuntary redundancy.

B27.11.2.1 Notice of Redundancy

The following periods of notice of redundancy will apply:

<table>
<thead>
<tr>
<th>Period of Service</th>
<th>Notice Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year’s service</td>
<td>2 weeks</td>
</tr>
<tr>
<td>1–2 years’ service</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2–3 years’ service</td>
<td>6 weeks</td>
</tr>
<tr>
<td>3–4 years’ service</td>
<td>7 weeks</td>
</tr>
<tr>
<td>More than 4 years’ service</td>
<td>8 weeks</td>
</tr>
</tbody>
</table>

A staff member will be entitled to be retained as an employee of the University for the period of notice referred to in B27.11.2.1 provided that if the employee elects to cease duty before the expiration of the notice period she/he will be entitled to receive payment in lieu for the remainder of the period of notice.

B27.11.2.2 Severance Pay

In addition to the above period of notice prescribed in B27.11.2.1, a staff member whose employment is terminated by reason of redundancy will be entitled to two weeks’ severance pay for each year of service (and pro-rata for part-year service).

B27.12 Definition of Salary

B27.12.1 For the purpose of calculating any salary entitlements with respect to this policy, subject to the following sub-clauses, all benefits will be calculated on the staff member’s salary as at the date of cessation of employment.

B27.12.2 Salary maintenance will include normal incremental advancement through the salary range of the position if the increment falls within the period of notice.

B27.12.3 Maintenance of higher duties for staff declared redundant will be maintained for the previously authorised higher duties period.

B27.12.4 In cases of staff members who are regularly paid shift or penalty rates the salary used for calculation purposes will be an average of the staff member’s fortnightly pay calculated over the preceding 12 months including shift and penalty payments.

B27.13 Outstanding Leave Entitlements

Payment will be made of any outstanding recreation leave, long service leave and annual recreation leave loading entitlements as at the date of termination.
B27.14 Effect of Redundancy on Leave

B27.14.1 Long Service Leave

Any staff member declared redundant will receive a lump sum pro-rata long service leave payment, subject to a minimum period of five years’ service.

B27.14.2 Maternity Leave

If the end of the period of notice of redundancy falls within a period of approved paid maternity leave, a staff member will be paid for the full period of maternity leave to which she was entitled.

B27.15 Re-employment

A staff member who is made redundant under the terms of this policy will:

B27.15.1 not be eligible for continuing or fixed-term employment for a period of three years from the date of separation; and

B27.15.2 may only be appointed, after three years from the date of separation, to a position which is distinctly different to that of previous University employment.

B28 Redeployment

B28.1 Introduction

B28.1.1 The purpose of this policy is to provide the University with an opportunity to retain staff members’ skills and expertise and, where appropriate, to provide staff members with development opportunities. As such, this policy is designed to:

B28.1.1.1 facilitate the movement of staff from areas with declining staffing needs to other parts of the University;

B28.1.1.2 facilitate the movement of staff to other parts of the University where work-related rehabilitation programs and return to work programs require this;

B28.1.1.3 facilitate resolution of matters of conflict or dispute where all other avenues of resolution have been exhausted.

B28.2 Definitions

B28.2.1 ‘Redeployment Process’ means the process whereby a staff member is identified as a redeployee and is transferred to another position in the University at the same employment status and normally at the same classification.
B28.2.2 ‘Redeployee’ means a University staff member identified by the University as being eligible for redeployment ie a general staff member who holds a continuing or fixed-term appointment (excluding casual appointees).

B28.2.3 ‘Redeployment period’ is defined as the period of three calendar months commencing from the date the Manager, Human Resources advises the redeployee in writing that she/he is to be redeployed.

B28.2.4 An ‘appropriate vacancy’ is one which is at the same classification as the redeployee or, where there is no alternative, one which is at a lower level than the existing classification.

B28.2.5 ‘Rehabilitation program’ means action arising as a result of Occupational Health and Safety legislation or policy.

B28.2.6 ‘Return to work’ means any change to required work patterns as a result of work-related illness, injury or temporary disability.

B28.2.7 ‘Manager, Human Resources’ means the Manager, Human Resources or a delegated officer in the Human Resources Division.

B28.2.8 ‘Cost Centre’ means one of the University’s six major cost centres, ie four Faculties, Central Administration (including the Vice-Chancellor’s Office) and the Library.

B28.3 Responsibility

B28.3.1 The Manager, Human Resources is responsible for:

B28.3.1.1 ensuring redeployment outcomes are met;

B28.3.1.2 managing the redeployment process to ensure that the redeployment conditions in B28.4 are met;

B28.3.1.3 encouraging cooperation between all parties involved, to the maximum extent possible, in order to achieve a redeployment outcome; and

B28.3.1.4 taking whatever other action is appropriate to secure the redeployment of a redeployee. This may include redeploying a redeployee into any appropriate vacancy prior to the vacancy being advertised.

B28.3.2 It is the responsibility of the redeployee to cooperate in good faith with the efforts made by the University to ensure a satisfactory redeployment outcome, including working in positions on a trial basis.
B28.4  Redeployment Conditions

B28.4.1 The University will make every effort to provide a redeployee with work commensurate with her/his skills and classification.

B28.4.2 A redeployee will retain her/his existing salary, classification and incremental step during the redeployment period including during any trial period.

B28.4.3 Except as provided for in the University’s redundancy provisions for general staff or under workers’ compensation legislation, the redeployee’s salary following redeployment will be that of the new position to which she/he has been redeployed.

B28.4.4 In exceptional circumstances, it may be necessary to place a redeployee in a position at a lower classification. In such circumstances:

B28.4.4.1 the redeployee’s current salary level will be maintained for up to six months (except where salary maintenance for longer periods is provided for under workers’ compensation legislation or under the University’s redundancy provisions), with the redeployee’s original work unit funding the difference between the salary levels of the two positions during this period; and

B28.4.4.2 the Manager, Human Resources will make every effort to identify an alternative position at the redeployee’s substantive classification during the six month period of salary maintenance outlined in B28.4.4.1.

B28.4.5 During any redeployment period, the University will provide the redeployee with appropriate on-the-job or external training.

B28.4.6 The University will ensure that, as a result of redeployment, the redeployee is not unduly disadvantaged and that her/his personal circumstances are taken into consideration.

B28.5  Process

B28.5.1 Identification of Redeployee

B28.5.1.1 A staff member will be identified for redeployment as a result of:

B28.5.1.1.1 the University’s designation of a staff post as redundant, under the relevant policy; or

B28.5.1.1.2 initiation by the Manager, Human Resources.
B28.5.1.2 Where redeployment is proposed, the Manager, Human Resources will:

B28.5.1.2.1 consult with the heads of the redeployee’s current cost centre and work area to determine whether consideration of redeployment elsewhere in the University is necessary;

B28.5.1.2.2 determine whether a reasonable period of training or retraining would enable the staff member to remain with the original work unit.

B28.5.2 Information

Where a staff member is identified for redeployment, the Manager, Human Resources will:

B28.5.2.1 advise the redeployee in writing of the action that is proposed including details of assistance that is available (see B28.5.3);

B28.5.2.2 provide the redeployee with information on appropriate vacancies, including duty statements and selection criteria, where appropriate; and

B28.5.2.3 provide the redeployee with information on other appropriate vacancies that arise if the redeployee is in a trial position.

B28.5.3 Assistance

At the commencement of the redeployment process, the Manager, Human Resources, will offer the redeployee assistance to:

B28.5.3.1 develop a skill profile and, where appropriate, prepare an updated curriculum vitae and a personal career plan;

B28.5.3.2 identify and undertake appropriate training activities; and

B28.5.3.3 access the Employee Assistance Program.

B28.5.4 Placement of Redeployee

B28.5.4.1 Following identification of an appropriate vacancy, the Manager, Human Resources will consult with the redeployee and with the heads of the cost centre and work area where the vacancy exists and, if appropriate, approve the redeployment of the redeployee.
B28.5.4.2 Where some doubt exists as to the redeployee's suitability for the vacancy, the Manager, Human Resources may approve a trial period of three to six months, with the salary and on-costs being met by the work area where the vacancy exists, except as provided for under B28.4.4. During a trial period:

B28.5.4.2.1 the redeployee will be provided with both on-the-job training and formal external training, where appropriate, with the responsibility for payment of training costs to be determined by the Manager, Human Resources;

B28.5.4.2.2 the head of the work area where the vacancy exists will, in consultation with the Manager, Human Resources, conduct bi-monthly reviews of the redeployee’s performance, and will provide appropriate feedback to the redeployee; and

B28.5.4.2.3 the Manager, Human Resources may confirm the redeployment of the redeployee in the position at any time, following consultation with the redeployee and the heads of the cost centre and work area of the trial position.

B28.5.4.3 The Manager, Human Resources will advise the redeployee and relevant heads in writing of the outcome of the redeployment or the trial period and of the options available to the redeployee.

B28.6 Conclusion of the Redeployment Process

B28.6.1 Redeployment will be deemed to have concluded when a redeployee:

B28.6.1.1 accepts an offer of a redeployment position; or

B28.6.1.2 declines a formal offer of redeployment; or

B28.6.1.3 has been unsuccessful in securing a position within the redeployment period.

B28.6.2 A redeployee identified under B28.5.1.1.1 who declines a formal offer of redeployment or is unsuccessful in securing a position within the redeployment period may be declared surplus to the University’s staffing requirements in accordance with the University’s general
staff redundancy provisions. The Manager, Human Resources will notify the redeployee accordingly.

B28.6.3 A redeployee identified under B28.5.1.1.2 who either declines a formal offer of redeployment or has been unsuccessful in securing a position within the redeployment period will be advised by the Manager, Human Resources of the options available to her/him. This might include a further redeployment period or return to the original work area.

B29 Classification Appeals Committee

B29.1 There will be established a Classification Appeals Committee (‘the Committee’) whose function will be to determine appeals on decisions taken by the Executive Director of Administration relating to the classification of general staff. Requests for review will only be entertained if they are lodged within 21 days of the formal notification of classification.

B29.2 The Vice-Chancellor will appoint all members of the Committee, comprising:

B29.2.1 One independent Chairperson and one alternate Chairperson who will not be, or not have been, members of staff of the University nominated after consultation with the SBU.

The appointment will be for a period of one year. A retiring Chairperson and a retiring alternate Chairperson will be eligible for reappointment.

B29.2.2 One member of the University staff who will be a permanent member of the Committee.

B29.2.3 One member of the University staff on the nomination of unions pursuant to B29.3 and B29.7.1 who will be the variable member of the Committee.

B29.3 Variable members will be appointed from nominations submitted to the Vice-Chancellor in the following manner:

B29.3.1 the AMWU (one member);
B29.3.2 the ASU (one member);
B29.3.3 the NTEU (one member);
B29.3.4 the CPSU (one member);
B29.3.5 the LHMU (one member).

B29.4 If any member is unable to sit at any meeting of the Committee, her/his place for that meeting will be taken by an alternate member appointed and co-opted pursuant to this clause as follows:

B29.4.1 The Vice-Chancellor will appoint one member of staff as an alternate permanent member.
B29.4.2 The Vice-Chancellor will appoint one member of staff on the nomination of any union as per B29.3 above as an alternate variable member.

B29.4.3 When it appears that at any meeting of the Committee there will be a temporary vacancy due to the inability of any member (other than the Chairperson) to attend, the Chairperson will invite one of the appropriate alternate members to attend that meeting.

B29.4.4 An alternate member attending a meeting of the Committee pursuant to B29.4.3 of this sub-clause will have the same rights and duties as the member whose place she/he temporarily fills.

B29.5 Any permanent, variable or alternate member will hold her/his appointed position on the Committee until she/he resigns from that position, ceases to be a member of the staff, or is removed by the Vice-Chancellor. Any member may be removed by the Vice-Chancellor on the ground of serious misconduct; and in addition to this power the Vice-Chancellor may:

B29.5.1 remove any permanent member or any alternate permanent member for any reason whatsoever at her/his discretion;

B29.5.2 remove any variable member or any alternate variable member on the written request of the union on whose nomination that member has been appointed.

B29.6 Pursuant to B29.7 hereof the Committee at any one meeting will be constituted by the Chairperson and two members.

B29.7 When the Committee is to consider an appeal from a decision of the Executive Director of Administration (or delegate) relating to the classification of a post occupied by a member of the general staff, the following arrangements will apply for the appointment of a variable member.

B29.7.1 The SBU will nominate a variable member on the basis of the appellant’s occupational grouping.

B29.7.2 Each review will proceed as soon as is practicable.

B29.7.3 If the SBU cannot agree on a nomination the issue will be settled under A17 of this Agreement.

B29.8 The Committee:

B29.8.1 will meet as and when required by the Chairperson only after pre-hearing conferences have been unable to resolve the question(s) at issue;

B29.8.2 may determine its own procedure, but be guided by the usual tests of judicial integrity. It will not be bound by legal form and technicality;

B29.8.3 may inform itself in such manner as it sees fit;
B29.8.4 will be bound by those principles of wage fixation which are in force from time to time by determination of the full commission of the South Australian Industrial Commission;

B29.8.5 will determine appeals using classification criteria (including secondary criteria) in place within the University from time to time;

B29.8.6 may grant or withhold leave to a member of staff to present her/his own case personally; and

B29.8.7 will keep adequate records of its business including a list of all undetermined questions showing the date of receipt thereof by the Secretary to the Committee (in this clause referred to as the ‘pending list’).

B29.9 All proceedings of or before the Committee will be confidential.

B29.10 The Committee as constituted from time to time in accordance with this clause will consider and determine the classification of any position in any section within the competence of the Committee as then constituted:

B29.10.1 if the position is referred to the Committee by the Executive Director of Administration;

B29.10.2 if the position is referred to the Committee by a union; or

B29.10.3 if a member of the general staff applies to the Committee.

A request for review of an administrative decision of the Executive Director of Administration relating to classification and arising from B29.10.1, B29.10.2 or B29.10.3 of this sub-clause will be accompanied by reasons for the application.

B29.11 Each member of the Committee will have one deliberative vote and:

B29.11.1 except where a unanimous vote is required by this sub-clause, not less than two concurring votes will constitute a valid determination of the matter; and

B29.11.2 a determination departing from an agreed recommendation of all parties, or going outside the upper and lower limits advocated by the parties, will not be made except by a unanimous resolution of the Committee.

B29.12 A determination of the Committee:

B29.12.1 will be final;

B29.12.2 will be conveyed, once made, in writing to the member of general staff affected by the decision, the Executive Director of Administration and to the relevant union; and

B29.12.3 will be the subject of short reasons for decision(s) which will be made available to the member of staff concerned,
the relevant union and the Executive Director of Administration.

B29.13  A determination of the Committee made upon an application by a member of the general staff pursuant to B29.10.3 will take effect from the date of the notification of classification from the Executive Director of Administration. In the case of a reference to the Committee pursuant to B29.10.1 or B29.10.2, the determination of the Committee will take effect not later than one month from the date of the reference.
PART C - ACADEMIC STAFF

C1 Recreation Leave and Sick Leave

C1.1 General Principles

C1.1.1 Academic staff, other than casual staff, must negotiate all planned leave with the supervisor normally a minimum of two weeks in advance.

C1.1.2 Supervisors must ensure that all absences are appropriately authorised and, where necessary, adequate records maintained.

C1.1.3 Except where internal or legal requirements (workers compensation, travel insurance) must be satisfied or where otherwise required under specific provisions, records of absences will not normally be kept centrally.

C1.2 Recreation Leave

C1.2.1 Academic staff can expect to be absent from the University for a total of 20 working days in respect of any calendar year for recreation purposes (pro rata for less than a year’s service). Except where staff are required to work, this includes the days occurring between Christmas Day and New Year’s Day (other than public holidays) when the University is closed.

C1.2.2 Recreation leave is not cumulative and will be deemed by the University to have been taken by the end of February following the academic year in which it became due.

C1.2.3 With the approval of the supervisor, recreation leave may be taken in conjunction with an Outside Studies Program, conference leave, fieldwork or long service leave.

C1.2.4 Academic staff are not entitled to receive payment in lieu of any period of recreation leave.

C1.3 Absences through Illness or Accident (Sick Leave)

C1.3.1 Non-ex-SACAE Academic Staff

C1.3.1.1 With the exception of ex-SACAE staff, paid absence due to illness or accident for academic staff does not accumulate from year to year. However, without limiting the discretion of the Executive Director of Administration, academic staff may generally expect continuation of normal salary payments to continue as follows:

C1.3.1.1 up to one month in any year during the first five years' service;
C1.3.1.2 up to two months in any year where the period of service is more than five years and up to and including ten years; and

C1.3.1.3 up to three months in any year where the period of service is more than ten years.

C1.3.1.2 The supervisor has the discretion to approve paid absence due to illness or accident for periods of up to one month.

C1.3.1.3 The Executive Dean has the discretion to approve paid absence due to illness or accident of one month or more within the limits prescribed in C1.3.1.2 and C1.3.1.3

C1.3.1.4 Any absences extending for a cumulative period of three months or more within any year must be approved by the Executive Director of Administration.

C1.3.1.5 Medical certificates are required for all absences due to illness or accident of one week or more and must be provided to the supervisor, and, in the case of absences of one month or more, to the Executive Dean. Where approval of extended absence under C1.3.1.4 is sought, all documentation will be forwarded to the Executive Director of Administration through the relevant Personnel Consultant.

C1.3.1.6 The Executive Director of Administration may not always repeatedly approve continuation of salary. Any previous periods of absence of the staff member concerned because of illness or accident will be taken into consideration.

C1.3.1.7 If the Executive Director of Administration determines that a staff member has no further right to continued paid absence, any additional absence may be taken as recreation leave, long service leave (if eligible) or leave without pay.

C1.3.2 Ex-SACAE Academic Staff

Academic staff who were employed by SACAE at the time of the merger (1 January 1991) are entitled to 12 working days of sick leave per year with the following provisions:

C1.3.2.1 sick leave not taken is cumulative without limit;
C1.3.2.2 all sick leave must be recorded via the Employee Self Service;

C1.3.2.3 a medical certificate is required for sick leave in excess of 3 consecutive working days; and

C1.3.2.4 all medical certificates must be forwarded to Payroll Services, Human Resources Division, through the supervisor (and Executive Dean in cases of extended absences).

C2 Academic Profiles

C2.1 The University’s Academic Profiles provide:

C2.1.1 a framework for identifying the qualifications normally required of a staff member at each level of academic appointment and the range of contributions that may be expected of a staff member in each of the four areas of academic activity and at each level of appointment;

C2.1.2 the basis for the annual reporting of an academic staff member’s activities and plans under the Academic Staff Performance Review Scheme and for applications for confirmation of continuing appointment (tenure), promotion or conversion to a continuing post;

C2.1.3 the basis for supervisors and relevant committees to assess a staff member’s performance in each area of academic activity for the purposes of the annual performance review, confirmation of continuing appointment (tenure), promotion or conversion to a continuing post; and

C2.1.4 the means by which consistency in the expectations and evaluations of staff performance in different AOU’s may be achieved across the University.

C2.2 There will be an Academic Profile for each of the five defined levels of academic appointment as recognised in the higher education sector.

C2.3 Academic Profiles will be developed, reviewed and administered in accordance with the Academic Profiles Policy.

C3 Academic Staff Performance Review

C3.1 All academic staff employed on a full-time or part-time basis in convertible or continuing posts will be required to undertake a performance review on an annual basis.

C3.2 The objectives of the Academic Staff Performance Review Scheme are to:

C3.2.1 assist staff to develop academically and professionally and to provide them with reliable information on the University’s expectation of performance especially in
relation to confirmation of continuing appointment (tenure), conversion to a continuing post and promotion;

C3.2.2 assist the University and staff jointly to plan the work of staff to achieve desired goals;

C3.2.3 assist supervisors in monitoring and assessing a staff member’s performance; and

C3.2.4 streamline the University’s decision-making for the purposes of confirmation of continuing appointment (tenure), conversion to a continuing post and promotion.

C3.3 The annual performance review for academic staff will be undertaken in accordance with the Academic Staff Performance Review Scheme.

C3.4 Where a staff member specifically objects to her/his completed performance review form and/or record of meeting being passed on to a new supervisor, the staff member will need to provide satisfactory reasons to the Executive Dean who will determine the matter. Where a staff member disagrees with the determination by the Executive Dean the matter may be referred to the Pro-Vice-Chancellor (Academic) for a decision.

C4 Salary Scale for Level A

C4.1 Steps 1 and 2 of the Level A salary scale will be abolished effective from the pay period commencing 25 December 2004.

C4.2 All staff on Level A Step 1 or Step 2 on that date will move to the new Level A step 1 (old step 3) of the scale. For affected staff, this will become their new incremental progression date. The salaries and incremental progression dates of all other Level A staff (ie those on step 3 or above as at 25 December 2004) will be unaffected by the change.

C4.3 From this date, the entry point for PhD qualified appointees will be Level A step 4 (old step 6).

C5 Salary Loadings for Clinical Responsibilities

C5.1 Criteria

Salary loadings for clinical responsibilities are payable to medically qualified members of the academic staff in the School of Medicine, Faculty of Health Sciences. There are four categories of staff for the payment of clinical loadings:

C5.1.1 Clinical Appointment III – Full Loading

The full loading will be paid to each medically qualified staff member whose name appears on the appropriate Register of Specialists of the Medical Board of South Australia, and who has significant responsibility for patient care and diagnostic services.
C5.1.2 Clinical Appointment II – 3/4 Loading

A loading appropriate to Clinical Appointment II will be paid to each medically qualified staff member whose name appears on the Register of Medical Practitioners of the Medical Board of South Australia and who has significant responsibility for patient care or diagnostic services.

C5.1.3 Clinical Appointment I – 1/2 Loading

A loading appropriate to Clinical Appointment I will be paid to each medically qualified staff member whose name appears on the Register of Medical Practitioners of the Medical Board of South Australia and who is able to assume clinical responsibilities in teaching or patient care and who has clinical involvement through teaching, research, diagnostic services and/or patient care.

C5.1.4 Non-Clinical Appointment – No Loading

A medically qualified staff member whose qualifications are not registered in South Australia will not be eligible for a clinical loading.

C5.2 Procedure for Determining Clinical Loadings

Salary loadings for clinical responsibilities are initially determined by the relevant Appointment Committee and periodically reviewed by the Executive Dean of Health Sciences, in consultation with the Dean of the School of Medicine. Clinical loadings are superannuable.

C5.3 Amounts of Clinical Loadings

Table 6 of Schedule II sets out the relevant rates for clinical loadings.

C6 Academic Staff Employment

C6.1 Preamble

The University is committed to providing working conditions which attract and retain staff. To this end the University will wherever possible and subject to its strategic directions and available funding, establish continuing and convertible rather than fixed-term or casual posts.

In accordance with this commitment, the level of casual academic employment as a percentage of the University’s full-time equivalent academic workforce will be monitored by the ACG. During the life of the Agreement, the University will use its best endeavours to have this level not exceed 15.5%.

Where the monitoring process reveals that casual academic employment has exceeded or is likely to exceed this level, the University will, following consultation with the ACG, analyse the reasons for the increase and implement suitable amelioration strategies which may include the creation of additional continuing posts, or convertible or fixed-term posts in accordance with the provisions of this Agreement.
Conditions of employment apply to each type of academic appointment and will be provided in writing to the employee prior to or on commencement of an appointment with the University.

C6.2 Types of Academic Appointments

C6.2.1 There will be four types of academic appointments, as follows:

- C6.2.1.1 continuing
- C6.2.1.2 convertible
- C6.2.1.3 fixed-term
- C6.2.1.4 casual

C6.2.2 Academic appointments, other than casual, will be on a full-time or part-time basis.

C6.2.3 A part-time appointment will be an appointment at less than full-time with the time fraction defined in the employee's letter of appointment.

C6.3 Scope

This policy applies to all academic appointments excluding:

C6.3.1 an appointment to a Vice-Chancellor, Deputy Vice-Chancellor or Pro-Vice-Chancellor position or their successor positions; and

C6.3.2 an appointment as an Executive Dean where the appointee is not currently a University employee in a continuing or convertible post; and

C6.3.2 an appointment as a Director of a University Centre (wholly or part-owned by the University) where the appointee is not currently a University employee in a continuing or convertible post.

C6.4 Continuing Appointments

Continuing appointments are the preferred type of employment within the University.

C6.5 Convertible Appointments

C6.5.1 A convertible appointment for a term not exceeding three years may be offered in the following circumstances:

- C6.5.1.1 where the University or some portion of the University is undergoing or about to undergo a review or organisational change and a convertible post is agreed between the parties as part of that process; or

- C6.5.1.2 where a new course/program is being developed and implemented; or
C6.5.1.3 where the University has decided to discontinue an existing course/program.

C6.5.2 At the conclusion of the term of appointment, the post will be considered for conversion to a continuing appointment. The grounds for conversion are that there is an ongoing need and secure funding for the position.

C6.5.3 Where a decision is taken not to convert a post to continuing, the appointment will terminate at the end of the contract.

C6.5.4 Incumbent’s performance

When a convertible post has been assessed as continuing, the incumbent’s performance will be reviewed to determine if it has met the required standards for appointment to the continuing post. The probationary review process will be used in assessing performance.

C6.5.4.1 If an incumbent is successful in being appointed to the continuing position, all service in the convertible appointment will be counted as probationary service.

C6.5.4.2 If an incumbent’s performance does not meet the required standards for appointment to the continuing post, the appointment will terminate at the end of the contract.

C6.5.5 In circumstances of C6.5.4.2, if the post is subsequently advertised, it will be advertised as a continuing position.

C6.6 Fixed-Term Appointments

Fixed-term appointments will be used only where one or more of the following circumstances apply. These are:

C6.6.1 Specific Tasks or Projects:

where an appointment is necessary to undertake a definable work activity and which is expected to be completed within an anticipated time-frame.

C6.6.2 Research:

where an appointment is made to undertake research-only functions. An initial appointment under this clause will not exceed five years. Subsequent fixed-term appointments under this clause may be made but will not exceed five years in each case;

C6.6.3 Non-Recurrent Funds:

where an appointment is funded from sources other than:
• the operating grant from Government; or
• funding comprised of fees made by or on behalf of students;
C6.6.4 Replacement Purposes:

C6.6.4.1 where it is necessary to replace an employee who is either on authorised leave of absence or on a temporary secondment: or

C6.6.4.2 where it is necessary to perform the duties of:

C6.6.4.2.1 a vacant position which the University has made a definite decision to fill and where it has commenced action to recruit to the position; or

C6.6.4.2.2 a position, the normal occupant of which is performing higher duties, in a vacant position for which recruitment action has commenced.

C6.6.5 Recent Professional Practice:

where, in relation to a curriculum in professional or vocational areas, an AOU decides that work is required to be undertaken by a person who has recent practical or commercial experience. Such appointments will not exceed two years;

C6.6.6 Distinguished Scholar:

where the University desires to appoint a distinguished scholar for a short period;

C6.6.7 Pre-Retirement/Resignation:

where an employee declares his or her intention to convert to a fixed-term contract prior to retirement/resignation in accordance with University provisions. Such an appointment will not exceed five years;

C6.6.8 Graduate Development Program:

where an appointment is made under the University’s Graduate Development Program.

Such appointments will be for a 12 month period with the possibility of 12 month reappointments normally up to a maximum of five years.

C6.6.9 Student Employment:

where an enrolled student is employed for work activity which is not described in the circumstances specified in C6.6.1 to C6.6.8. The work will be within the student’s academic unit or an associated research unit of that academic unit and is work generally related to a degree
Such fixed-term employment will be:

C6.6.9.1 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 post graduate work, or is awaiting results; and

C6.6.9.2 will not be made on the condition that the person offered employment undertake the studentship

C6.7 Casual Appointments

C6.7.1 Casual appointments will be offered where a person is engaged by the hour and paid on an hourly basis which includes a loading in lieu of benefits not provided to casual staff including all leave entitlement.

C6.7.2 Rates applicable to casual academic work are set out in Table 7.1 of Schedule II to this Agreement.

C6.7.3 Casual appointments will normally be made where some level of flexibility and/or particular expertise is required by the University in order to provide adequate teaching and teaching related duties.

C6.7.4 The type of work normally performed by a casual employee includes but is not limited to lecturing on an occasional basis, seminar/tutorial/practical class instruction, marking and assisting with the preparation of teaching materials and organisation of classes. Notwithstanding, a casual employee will not have sole academic or decision-making responsibility for the development of an on-line course, or for the introduction of a new course or topic.

C6.7.5 A casual employee will receive payment where she/he is directed to attend lectures given by another academic staff member. Payment for such attendance will be made at the OD1 rate, as shown in Table 7.1 in Schedule II.

C6.7.6 A casual employee may not be employed for teaching duties for more than 120 hours in any semester when lecturing and/or tutoring duties are performed and for not more than 140 hours in any semester where demonstrating duties are performed. These limits may be increased on a case by case basis where special circumstances exist. Approval to exceed the limits must be sought from the Manager, Human Resources.
C6.7.7 An employee in a fixed-term, convertible or continuing appointment may engage in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee’s normal duties subject to the provisions of C6.7.8.

C6.7.8 An employee who engages in work paid at a casual rate in addition to their part-time or full-time appointment will not be paid for that portion of their total work which exceeds the equivalent of a full-time appointment.

C6.8 Terms and Conditions of Appointment

C6.8.1 The University will provide to each employee, other than a casual, a contract of employment which specifies the terms and conditions applying to that appointment including the classification level, commencement salary, fraction, reporting relationship, length and terms of any probation period and the responsibilities of the appointment.

C6.8.2 In the case of fixed-term appointments, the contract of employment will also specify which of the circumstances as described in C6.6 of this policy apply to the appointment and the starting and finishing date (or in lieu of the finishing date, the circumstance relating to a specific task or project on which the life of appointment will expire);

C6.8.3 In the case of casual appointments, the terms and conditions of employment including duties, number of hours required and rate(s) of pay will be specified in the casual employment form and attached documentation. This form will be completed by the employee’s supervisor and signed by the employee prior to the employee commencing duties. Any variation to the employee’s duties, and adjustment to payment thereof, will be specified on the appropriate variation form.

C6.9 Notice Periods: Fixed Term Posts

C6.9.1 With the exception of employees appointed to fixed-term posts under the provisions of C6.6.4, C6.6.5, C6.6.6 and C6.6.7, or in circumstances described in C6.9.3, the University will provide the employee with written notice of its intention to renew or not to renew employment at least four weeks prior to the end of the appointment.

C6.9.2 In addition to this notice, an employee over the age of 45 years at the date that the appointment ceases and with not less than two years’ continuous service as at that date will be entitled to an additional week’s notice.

C6.9.3 Where the University is unable to comply with C6.9.1 because the funding of the position is external to the University and beyond its control, the University will:
C6.9.3.1 advise the employee in writing of those circumstances at least four weeks (five weeks for employees over 45 years) prior to the end of the appointment; and

C6.9.3.2 give notice to the employee at the earliest practicable date thereafter.

C6.10 Severance Pay: Fixed Term Posts

C6.10.1 Where an appointment to a fixed-term post is not renewed, although the employee wishes to continue the employment, a severance payment will be made if the employee has been employed for not less than one year and was employed:

C6.10.1.1 on a second or subsequent fixed-term contract in circumstances described in C6.6.1, C6.6.2 and C6.6.3 and the same or substantially similar duties are no longer required by the University; or

C6.10.1.2 to do work required for the circumstances described in C6.6.1, C6.6.2, and C6.6.3 and those duties continue to be required but another person has been appointed, or is to be appointed to the same or substantially similar duties.

C6.10.1.3 on a second or subsequent fixed-term contract which commenced prior to 30 June 1998 and the employee would have been entitled to severance pay under the terms of the Higher Education (Non-continuing Contract Employment) Interim Award, 1996.

C6.10.2 The rate of severance payment is as follows:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 1 but less than 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>More than 2 but less than 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>More than 3 but less than 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>More than 4 years</td>
<td>8 weeks’ pay</td>
</tr>
</tbody>
</table>

C6.10.3 Where an employee may be offered further employment in the University within six weeks of the expiry of a fixed-term appointment, the payment of severance benefits may be delayed until after that six-week period has expired.

C6.11 Other Conditions: Fixed-Term Posts

C6.11.1 Probation

C6.11.1.1 A probationary period will apply to all appointments other than casual appointments.

C6.11.1.2 Terms and procedures governing probation will be in accordance with the University’s
Probationary Appointments Policy for Academic Staff.

C6.11.2 Incremental progression

A fixed-term employee who has a period of continuous service will be entitled to progress through any incremental steps applying to the classification of their appointment in the same way as any other employee in appointments other than casual.

C6.11.3 Other conditions and entitlements

Other conditions and entitlements for fixed-term employees will be as specified in the employee’s conditions of appointment and University policies.

C6.11.4 Breaks in service

For the purposes of this policy only (ie for notice period and severance pay), breaks between fixed-term appointments of up to two times per year and of up to six weeks will not constitute breaks in continuous service.

Periods of approved unpaid leave shall not count for service, but shall not constitute breaks in service for the purposes of this clause.

C6.12 Termination: Fixed-Term Staff

A fixed-term appointment may only be terminated earlier than the date specified in the letter of appointment in the following circumstances:

C6.12.1 during the probationary period; or

C6.12.2 for reasons of serious misconduct under the provisions of C12 of this Agreement; or

C6.12.3 in the case of appointments made under the Graduate Development Program, upon withdrawal by the employee from an approved higher degree program or, in special circumstances, at the end of the academic semester in which the person ceases to be enrolled in a higher degree; or

C6.12.4 where the employee’s appointment letter makes specific reference to the possibility of an earlier than anticipated contract cessation due to circumstances such as a funding shortfall or, in replacement positions, the right of return of employees on approved leave.

C6.13 Disputes

Any disputes arising from the interpretation or implementation of this policy will be dealt with in accordance with A17 of this Agreement or the University’s grievance provisions, whichever is appropriate.
C7  Academic Staff Supervision

C7.1 Each academic staff member will have a nominated supervisor, and will be advised in writing of the name and position of the nominated supervisor. An academic staff member may request the nomination of an alternative supervisor.

C7.2 For academic staff other than Executive Deans and Heads and Deputy Heads of AOU's, the supervisor will normally be the Head or Deputy Head of the Academic Organisational Unit in which the staff member is employed, although the Vice-Chancellor may delegate in writing another academic staff member classified at Level C or above to be supervisor of one or more academic staff or group of academic staff. For Heads and Deputy Heads of AOU's, the supervisor will normally be the Executive Dean. The Vice-Chancellor will normally be the supervisor of an Executive Dean.

C7.3 Supervisors will provide academic and administrative leadership and are responsible for monitoring the performance of academics and for providing assistance to academics whose performance is assessed as requiring improvement. Wherever possible supervisors will be competent in the areas of expertise of the academics for whom they are responsible.

C7.4 A supervisor will meet with a new staff member appointed to a new convertible or continuing position within the first month of the staff member taking up the appointment to discuss the University’s requirements, expectations and processes with respect to the Academic Staff Performance Review Scheme.

C7.5 All Heads of AOU's/academic supervisors will be required to undertake a training program with respect to supervision, academic staff assessment techniques, workloads and other relevant provisions of this Agreement as a condition of their appointment to the role of supervisor. Training will take place as soon as possible after appointment as a Head of AOU/academic supervisor.

C8  Off-Shore Teaching Conditions for Academic Staff

The parties agree to review its provisions on Off Shore Teaching: Conditions for Academic Staff during the life of the Agreement, and in particular the balance that the provisions achieve between individual and institutional benefits.

C9  Outside Studies Scheme: Transferability of Service

C9.1 The University will recognise prior continuous paid service with other Australian higher education institutions as qualifying service for the purposes of the Outside Studies Scheme, subject to:

C9.1.1 the staff member having accrued entitlements by virtue of that service to a scheme comparable to that of Flinders University;

C9.1.2 any period of outside studies taken at the prior institution being taken into account in determining the amount of entitlement to be transferred;
C9.1.3 any entitlement transferred being assessed in terms of the University’s formula for determining qualifying service; and

C9.1.4 the break between appointments not exceeding two months.

C9.2 This clause:

C9.2.1 will not apply to staff who are employed on a casual basis or to staff whose salaries are paid from external funds which make no provision for outside study programs or professional experience programs (OSP/PEP).

C9.2.2 is not intended to extend eligibility to apply for OSP/PEP to any staff member who is not, at the time this Agreement is made, eligible to apply for such leave under the rules of the University, nor is it intended to remove eligibility to apply for OSP/PEP from any staff member who is, at the time this Agreement is made, eligible under the rules of the University.

C10 Probationary Period

C10.1 All staff members, except staff employed on a casual basis, will be required to serve a probationary period.

C10.2 The probationary term and the probationary review process will be as specified in the University’s Probationary Appointments Policy for Academic Staff.

C11 Termination of Employment

C11.1 General

C11.1.1 All decisions to terminate the employment of an academic staff member must be in accordance with the provisions of this Agreement including any policy and procedures referred to in those provisions.

C11.1.2 ‘Termination of Employment’ means termination of employment at the initiative of the University.

C11.1.3 Except as specifically provided herein to the contrary, the terms of this Agreement will cover exhaustively the subject matter concerned, and are to the exclusion of:

C11.1.3.1 State and Territory law (including any written or unwritten law pursuant to which the Visitor to the University may exercise any jurisdiction or power) in respect of any matter subject to this Agreement; and

C11.1.3.2 any law of the Commonwealth or an internal Territory of the Commonwealth, in respect of which the Commission has power to make an Award which is not consistent with that law by reason of the Workplace Relations Act, 1996
Provided that the provisions in this Agreement will be subject to and will not affect the operation of:

C11.1.4.1 any law empowering a State or Commonwealth industrial tribunal to order re-instatement of or compensation to a staff member or to otherwise deal with the dismissal of that staff member;

C11.1.4.2 any other law empowering any court or tribunal external to the University (other than the Visitor to the University) which has jurisdiction to deal with any causes of action or claims arising from actions taken by the University pursuant to this Agreement.

C11.1.4.3 Any procedural requirements imposed by laws referred to in C11.1.4.2 are entirely displaced and extinguished by force of this Agreement.

C11.1.5 The University must not terminate the employment of an academic staff member unless the staff member has been given notice and/or compensation as required by the Workplace Relations Act, 1996 (Commonwealth), provided that:

C11.1.5.1 the University may terminate without notice the employment of an academic found to have engaged in conduct of a kind envisaged in the Workplace Relations Act, 1996 (Commonwealth) such that it would be unreasonable to require the University to continue employment during a period of notice; or

C11.1.5.2 greater notice and/or compensation specified in the academic’s contract of employment will prevail over the terms of the Workplace Relations Act, 1996 (Commonwealth).

C11.2 Termination of Employment on the Grounds of Ill Health

C11.2.1 The University may require a staff member whose capacity to perform the duties of his or her office is in doubt to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University. The University will provide a staff member with written notice of not less than 4 weeks that a medical examination is required.

C11.2.2 The staff member may elect during the notice period to apply to her/his superannuation fund, for temporary or
permanent disablement benefit. The University will suspend any action under this clause while an application is under consideration.

The University may direct a staff member to take paid sick leave whilst awaiting the outcome of an application for temporary or permanent disablement benefit.

If the superannuation fund agrees to give temporary or permanent disablement benefit the staff member will not have to undergo a medical examination under C11.2.1.

C11.2.3 If a superannuation fund decides that the staff member, following a period of receipt of a temporary disablement benefit, is capable of resuming work the University may dispute this decision, and proceed to require an examination by a medical practitioner of its choosing.

C11.2.4 A copy of the medical report made by the medical practitioner will be made available to the University and to the staff member.

C11.2.5 If the medical examination reveals that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than six months, the University may give notice of termination in accordance with the notice required by the staff member’s contract of employment or payment in lieu of notice. The staff member may apply to resign before the University terminates his or her employment. The University will accept the resignation immediately.

C11.2.6 Within 14 days of receiving the medical report, the staff member or a person acting on their behalf may request that the report be referred to a panel for review. The panel will consist of three medical practitioners, one of whom will be appointed by the University, one by the staff member or by a person acting on his or her behalf, and one by the President of the State or Territory Branch of the Australian Medical Association. The Panel will not include the practitioner who made the initial report.

C11.2.7 The University will not terminate the employment of the staff member before the panel reports.

C11.2.8 The medical practitioner making the initial assessment and the panel reviewing the assessment will as far as possible apply the same standards that would be used by the staff member’s superannuation scheme, in determining qualification for the payment of a disablement pension or other similar benefit.

C11.2.9 These provisions will not displace or override any existing workers compensation schemes or the provisions contained in any workers compensation legislation that may be enacted.

C11.2.10 Where a staff member refuses to undergo a medical examination within two months of a written notification
to do so under C11.2.1 or C11.2.3 the University may reasonably conclude that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within six months and may terminate employment in accordance with C11.2.5. A refusal by a staff member in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

C12 Academic Discipline: Unsatisfactory Performance and Misconduct/Serious Misconduct

C12.1 Application

C12.1.1 This policy applies to all academic staff except those serving a probationary period and staff employed on a casual basis.

C12.1.2 Notwithstanding C12.1.1 of this policy, the employment of a fixed-term staff member may only be terminated earlier than the date specified in the letter of appointment for reasons of serious misconduct.

C12.2 Key Principles

C12.2.1 The University is committed to providing a working environment that maximises the opportunities for academic staff to undertake their duties to a satisfactory standard of performance and conduct.

C12.2.2 A key element to achieving this is the University’s Academic Staff Performance Review Scheme (ASPRS). The ASPRS is designed to assist with the performance review and professional development of staff and it is through this scheme that reliable information is provided to a staff member on the University’s expectation of performance across all academic areas of activity.

C12.2.3 The University is committed to ensuring that all cases of unsatisfactory performance, misconduct or serious misconduct are managed in a fair and reasonable manner.

C12.2.4 Disciplinary action should be used as a last resort and may only be taken in accordance with this policy.

C12.2.5 Consistent with C12.2.3, the following principles underpin the process for resolving cases of unsatisfactory performance or allegations of misconduct or serious misconduct:

C12.2.5.1 in the case of performance, the standards expected by the academic supervisor be reasonable considering the level and duties of the position;

C12.2.5.2 appropriate steps be taken to bring the unsatisfactory nature of the performance or
alleged misconduct or serious misconduct to the staff member’s attention. In the case of misconduct or serious misconduct, the supervisor will notify the staff member of the allegation(s) in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegation(s) and to properly consider and respond to them;

C12.2.5.3 an adequate opportunity to respond to the performance or conduct concerns be given to the staff member;

C12.2.5.4 any response by the staff member be taken into account by the University officer considering the matter; and

C12.2.5.5 a reasonable opportunity and reasonable support (eg counselling, staff development and work allocation) be afforded to the staff member to remedy the performance or conduct problem.

C12.2.6 Where an academic supervisor is of the view that the performance or conduct of an academic is unsatisfactory, the supervisor will seek to remedy the problem in accordance with the principles set out in C12.2.5. The procedures outlined in this policy apply from the point that a supervisor determines that, despite reasonable efforts to remedy the problem, the staff member’s performance or conduct continues to be unsatisfactory.

C12.2.7 A staff member may request the involvement of a colleague or a representative, in unsatisfactory performance, misconduct or serious misconduct proceedings.

C12.2.8 All intermediate steps and decisions taken in accordance with this policy (subject to consideration by the Review Committee in accordance with C12.6.3) may not be challenged via either the Disputes clause of the Flinders University Enterprise Agreement or the University’s Individual Staff Grievance Policy. The final determination of the Vice-Chancellor is similarly final and not open to challenge via either the Disputes clause or the Individual Staff Grievance Policy. An exception to this is where the staff member refers the matter to the jurisdiction of any external court or tribunal that would be competent to deal with the matter.

C12.3 Definitions

C12.3.1 Misconduct means:

C12.3.1.1 conduct or behaviour of a kind which constitutes an impediment to the carrying out of an employee’s duties or to an employee’s colleagues carrying out his or her duties;
C12.3.1.2 conduct or behaviour which is inconsistent with employee’s obligations to the employer, as defined in the relevant clause of the Flinders University Enterprise Certified Agreement; or

C12.3.1.3 dereliction of the duties required of an academic office.

C12.3.2 ‘Serious misconduct’ means:

C12.3.2.1 serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of an academic’s duties or to an academic’s colleagues carrying out their duties;

C12.3.2.2 serious dereliction of the duties required of an academic office, or

C12.3.2.3 conviction by a court of an offence which constitutes a serious impediment of the kind referred to in C12.3.2.1.

C12.3.3 ‘Level 1 disciplinary action’ means disciplinary action limited to the following forms:

C12.3.3.1 censuring the staff member; and/or

C12.3.3.2 giving the staff member a written warning (including, where appropriate, a final warning) about potential disciplinary action if the unsatisfactory performance is not remedied or if the misconduct or serious misconduct is repeated.

C12.3.4 ‘Level 2 disciplinary action’ means disciplinary action limited to one of the following forms:

C12.3.4.1 demoting the staff member by one or more salary steps and/or by one classification level;

C12.3.4.2 suspending the staff member with pay;

C12.3.4.3 withholding of an increment;

C12.3.4.4 removing certain administrative duties and responsibilities which involve the payment of an allowance; or

C12.3.4.5 terminating the staff member’s employment.

C12.3.5 ‘Representative’ means a representative of the staff member’s choice, provided that the representative is not a practicing member of the legal profession.
C12.4 Initial Procedures

C12.4.1 [Allegation] The academic supervisor will deal with a case of unsatisfactory performance in the first instance. In the case of an allegation of misconduct or serious misconduct, the academic supervisor will, in normal circumstances, manage the allegation in the first instance. However, there may be circumstances where it is appropriate for the Executive Dean to deal with an allegation of misconduct or serious misconduct in the first instance.

C12.4.2 [Genuine attempt to resolve issue] An academic supervisor must make every effort to resolve unsatisfactory performance or an allegation of misconduct or serious misconduct through the processes referred to in C12.2.5 before referring a matter involving unsatisfactory performance, misconduct or serious misconduct to the Executive Dean. The supervisor must be able to demonstrate that these processes have taken place, through appropriate records or documentation.

C12.4.3 [Formal report to Executive Dean] Where an academic supervisor believes that the desired improvements in performance have not been met or the alleged misconduct/serious misconduct warrants further action, the academic supervisor will make a formal report to the Executive Dean that the performance or conduct of the staff member is unsatisfactory. That report will state clearly the aspects of performance or conduct seen as unsatisfactory and the record of attempts to remedy the problem.

C12.4.4 [Staff member’s response] The academic supervisor will provide the staff member with a copy of the report at the time that it is submitted. The staff member will be entitled to 10 working days to submit to the Executive Dean a written response to the academic supervisor’s report. In addition to providing a written response the Executive Dean may meet with the staff member to discuss the matter prior to making a final determination.

C12.4.5 [Executive Dean considers report] Upon receipt of the academic supervisor’s report and any written response from the staff member, the Executive Dean will consider the documentation, including whether the principles contained in C12.2.5 have been applied. The Executive Dean may seek relevant expert advice where necessary to inform a decision in this regard (e.g., where professional academic judgement is required).

C12.4.6 [Executive Dean determines appropriate action] The Executive Dean may then decide to:

C12.4.6.1 take no further action; or

C12.4.6.2 refer the matter back to the academic supervisor to ensure that the requirements set out in C12.2.5 are complied with in substance.
and in a manner appropriate to the circumstances; or

C12.4.6.3 take ‘Level 1’ disciplinary action, as defined in C12.3.3; or

C12.4.6.4 recommend to the Pro-Vice-Chancellor (Academic) that she/he take ‘Level 2’ disciplinary action, as defined in C12.3.4.

C12.4.7 [Executive Dean to advise staff member] The Executive Dean will advise the staff member in writing of any decision made in accordance with C12.4.6.

C12.4.8 [Executive Dean’s decision is final] The determination of the Executive Dean in respect of a Level 1 disciplinary action will be final.

C12.4.9 [Staff member may provide a statement in relation to ‘Level 1’ disciplinary action] Notwithstanding C12.4.8, a staff member may provide a written statement in relation to a decision to take a ‘Level 1’ disciplinary action. A staff member will have 28 days from receiving formal advice under C12.4.7 within which to provide such a statement, which will be placed on file with the formal advice under C12.4.7. This statement may, at the staff member’s request, be considered in any further unsatisfactory performance, misconduct or serious misconduct proceedings against the staff member. The Executive Dean will be responsible for ensuring that the staff member is aware of the opportunity to provide such a statement.

C12.5 Recommendation to Pro-Vice-Chancellor (Academic)

C12.5.1 [Opportunity for staff member to respond] The Executive Dean will provide the staff member with a copy of the recommendation at the time that it is submitted to the Pro-Vice-Chancellor (Academic). The staff member will be entitled to 10 working days to submit to the Pro-Vice-Chancellor (Academic) a written response to the Executive Dean’s report. In addition to providing a written response the Pro-Vice-Chancellor (Academic) may meet with the staff member to discuss the matter prior to making a final determination.

C12.5.2 [Pro-Vice-Chancellor (Academic) will appoint Investigative Officer] The Pro-Vice-Chancellor (Academic) will, prior to making a determination under C12.5.3, appoint an Investigative Officer to investigate the matter. Prior to appointing the Investigative Officer, the Pro-Vice-Chancellor (Academic) will consult with the President, Flinders Branch of the NTEU, about the appointment of the Investigative Officer. The Investigative Officer will make a written report of the investigation.

C12.5.3 [Pro-Vice-Chancellor (Academic) will make a determination] On receipt of the Investigative Officer’s
report, the Executive Dean’s report and recommendation, and any written or verbal response from the staff member the Pro-Vice-Chancellor (Academic) will make a determination. The Pro-Vice-Chancellor (Academic) may:

C12.5.3.1 advise the staff member in writing that she/he is satisfied that there has been no unsatisfactory performance/misconduct/serious misconduct. By agreement with the staff member, the Pro-Vice-Chancellor (Academic) may publish the advice in an appropriate manner; or

C12.5.3.2 take a ‘Level 1’ disciplinary action consistent with C12.3.3 (in which case the decision will be final); or

C12.5.3.3 take a ‘Level 2’ disciplinary action in accordance with C12.3.4.

C12.5.4 [Pro-Vice-Chancellor (Academic) to advise staff member] The Pro-Vice-Chancellor (Academic) will advise the staff member and the Executive Dean in writing of any decision made in accordance with C12.5.3.

C12.5.5 [Date of effect of Level 2 disciplinary action] In the case of a Level 2 disciplinary action, the decision will take effect no earlier than 5 working days from the date of the Pro-Vice-Chancellor (Academic)’s written advice.

C12.5.6 [Termination of employment] Termination of employment may only occur:

C12.5.6.1 if the Pro-Vice-Chancellor (Academic) determines that the conduct of the staff member amounts to serious misconduct; or

C12.5.6.2 with the exception of fixed-term employees, where the staff member has previously received a written warning that further unsatisfactory performance may lead to termination of employment.

C12.6 Review of Decision

C12.6.1 A staff member may seek a review of a decision by the Pro-Vice-Chancellor (Academic) to take Level 2 disciplinary action.
C12.6.2 Following written advice of a decision to take Level 2
disciplinary action from the Pro-Vice-Chancellor
(Academic) a staff member will have five working days
to apply in writing for a review of the decision. This
application will state the grounds for the review.

C12.6.3 Where a staff member seeks a review, the Pro-Vice-
Chancellor (Academic) will refer the matter to a
Discipline Review Committee.

C12.6.4 [Disciplinary action suspended for duration of review]
A disciplinary action determined under C12.5.3.3 will not
take effect prior to the conclusion of the review
proceedings. However, in cases of alleged
misconduct/serious misconduct, the Pro-Vice-Chancellor
(Academic) may suspend the staff member for the
duration of the review proceedings, in accordance with
the provisions of C12.7.1 to C12.7.5.

C12.6.5 [Composition of Review Committee] Where a Discipline
Review Committee is established under C12.6.3, the
Committee will consist of the following members:

- a nominee of the Vice-Chancellor;
- a nominee of the NTEU (subject to C12.6.6 below), and
- a chairperson from a panel of agreed chairpersons.

C12.6.6 In the event that the employee who requests the review is
not a member of the NTEU, and the NTEU declines to
nominate a member of the Review Committee, the
Committee will consist of the following members:

- a nominee of the Vice-Chancellor;
- a nominee of the Chairperson of the Academic
Senate, provided that the nominee has no conflict of
interest with the employee concerned, and
- a chairperson from a panel of agreed chairpersons.

C12.6.7 [Terms of Reference] The terms of reference of the
Committee are to report to the Vice-Chancellor on
whether, in its opinion:

C12.6.7.1 the allegation of unsatisfactory performance, misconduct or
serious misconduct has been substantiated;

C12.6.7.2 the procedures in this policy have been followed;

C12.6.7.3 there are any mitigating circumstances not already raised
for consideration by the Pro-Vice-Chancellor (Academic); and
C12.6.7.4 whether, having regard to C12.6.7.1 to C12.6.7.3, the proposed disciplinary action is commensurate with the level of unsatisfactory performance, misconduct or serious misconduct.

C12.6.8 [Review Committee Procedures] The Review Committee will determine its own procedures, which must be consistent with the principles of natural justice and will:

C12.6.8.1 take into account such further materials and/or interview any person that it believes appropriate;

C12.6.8.2 allow the staff member and the Pro-Vice-Chancellor (Academic) each to be assisted or represented by a person of his or her choice. This person will be an employee of the University (but not if that person is a currently practicing solicitor or barrister), or by an officer or staff member of the NTEU or the AHEIA;

C12.6.8.3 ensure that opportunity is made available for the staff member (or representative) and the University’s representative to:

- present evidence and make submissions;
- see and/or hear all evidence to be considered by the Committee;
- ask questions of any person interviewed by the Committee; and

C12.6.8.4 keep a taped record of its proceedings and make such record available to the staff member or the Pro-Vice-Chancellor (Academic) on request.

C12.6.9 The Vice-Chancellor will consider any matters raised by the report of the Review Committee, before making a final determination as to whether the relevant form of disciplinary action is warranted, or whether alternative disciplinary action or no further action should be taken.

C12.6.10 The Vice-Chancellor will advise the staff member of his or her decision in writing.

C12.7 Suspension in the case of alleged misconduct or serious misconduct

C12.7.1 At the time that an allegation of misconduct or serious misconduct becomes known the academic supervisor may recommend to the Executive Dean that the staff member is suspended with or without pay.

C12.7.2 Suspension without pay may only apply where the Executive Dean is of the view that the alleged conduct amounts to conduct of a kind envisaged in the Workplace Relations Act 1996 (Commonwealth) such that it would be
unreasonable to require the University to continue the employment during a period of notice.

C12.7.3 The following conditions will apply to a suspension:

C12.7.3.1 where suspension without pay occurs at a time when the staff member is on paid leave of absence the staff member will continue to receive a salary for the period of the leave of absence;

C12.7.3.2 the staff member may engage in paid employment or draw on any recreation leave or long service leave credits for the duration of the suspension without pay;

C12.7.3.3 the Executive Dean may at any time direct that salary be paid on the grounds of hardship; and

C12.7.3.4 where a suspension without pay has been imposed and the matter is subsequently referred to a Review Committee, the Committee will at its first meeting determine whether the suspension without pay should continue and will have the power to revoke such a suspension from its date of effect.

C12.7.4 During any period of suspension the staff member may be excluded from the University, provided that he or she will be permitted reasonable access to the University for the preparation of his or her case and to collect personal property.

C12.7.5 Where a staff member has been suspended without pay pending the outcome of the disciplinary proceedings, any lost income will be reimbursed if there was no misconduct or serious misconduct. However, a decision taken by the relevant University officer (Executive Dean, Pro-Vice-Chancellor (Academic) or Vice-Chancellor) in his or her discretion not to dismiss or impose another penalty will not be construed as an admission that there was no conduct justifying suspension without pay.

C13 Redundancy Provisions for Academic Staff

C13.1 General Principles

C13.1.1 The following criteria and process will be applied in any redundancy process affecting academic staff.

C13.1.2 At all times the University will work to maximise the number of redeployments and/or voluntary redundancies and to minimise the number of involuntary redundancies.
C13.1.3 The Head of the Cost Centre (normally the Executive Dean) will be responsible for the management of redundancies in that Cost Centre.

C13.1.4 The Separation Committee will be responsible for the approval of all stages of the redundancy process.

C13.1.5 The basis of selection of any staff member made redundant will be objective and fair having regard to all the circumstances and will adhere to equal opportunity principles, affirmative action policy, equity principles and natural justice.

C13.2 Definition and Criteria for Redundancy

C13.2.1 Redundancy means a situation where the position occupied by an employee is identified as surplus to the University’s requirements for reasons of an economic, technological, structural or similar nature, including:

C13.2.1.1 Declining student demand or enrolments in any academic course/subject/topic or combination or mix of courses/subjects/topics. This may include circumstances where the student:staff ratio in courses/subjects/topics is below the Faculty and/or School/Department/Unit average, using the normal student load measures in that Faculty/Unit (EFTSU or WEFTSU).

C13.2.1.2 A decision to cease offering or to vary the academic content of any course/subject/topic or combination or mix of courses/subjects/topics. This may include circumstances where:

C13.2.1.2.1 the course/subject/topic is duplicated elsewhere in the University; and/or

C13.2.1.2.2 the approved Faculty and/or School/Department/Unit plans do not require the staff member’s expertise or qualifications.

C13.2.1.3 Financial exigency within an organisational unit or cost centre, ie a decline in AOU or cost centre income, such that one or more academic posts are no longer affordable.

C13.2.1.4 Changes in technology or work methods.

C13.2.2 In determining the number of posts to be made redundant, account will be taken of the relative costs of different posts and the overall savings to be made.

C13.2.3 Redundancy may be either voluntary or involuntary and will only apply to staff holding continuing appointments.
C13.3 Formal Communication with Principal Parties during the Redundancy Process

C13.3.1 The University will advise the President of the NTEU in writing at the following stages of the redundancy process:

  C13.3.1.1 at the time the Separation Committee is to be convened; and
  C13.3.1.2 at the time that a decision is made to proceed with redundancies; and
  C13.3.1.3 at the conclusion of a voluntary round; and
  C13.3.1.4 at the commencement of an involuntary round;
  C13.3.1.5 at the time of informing individual staff that they are to be made involuntarily redundant; and
  C13.3.1.6 at other times as determined by the Separation Committee.

C13.3.2 The University will advise the Head of Cost Centre and the AOU Head in writing at the following stages of the redundancy process:

  C13.3.2.1 at the time that a decision is made to proceed with redundancies; and
  C13.3.2.2 at the conclusion of a voluntary round; and
  C13.3.2.3 at the commencement of an involuntary round; and
  C13.3.2.4 at the time that individual staff are to be made involuntarily redundant; and
  C13.3.2.5 at other times as determined by the Separation Committee.

C13.3.3 The University will advise the affected staff in writing at the following stages of the redundancy process:

  C13.3.3.1 at the time that a decision is made to proceed with redundancies; and
  C13.3.3.2 at the conclusion of a voluntary round; and
  C13.3.3.3 at the commencement of an involuntary round; and
  C13.3.3.4 at the time individual staff are to be made involuntarily redundant; and
  C13.3.3.5 at other times as determined by the Separation Committee.
C13.4 Separation Committee

C13.4.1 Role

The role of the Separation Committee is to:

C13.4.1.1 consider and determine any Cost Centre proposal for voluntary and involuntary redundancy;

C13.4.1.2 consider and determine recommendations for making particular posts/staff members redundant, including the redundancy package which would apply;

C13.4.1.3 ensure that all stages of the redundancy process comply with University policy and procedures; and

C13.4.1.4 approve strategies, on the recommendation of the Cost Centre Head, which address the changing operational requirements of the area and which minimise the resultant number of redundancies in the area.

C13.4.2 Composition

The Academic Separation Committee will comprise:

C13.4.2.1 the Vice-Chancellor or nominee (Convenor);

C13.4.2.2 Pro-Vice-Chancellor;

C13.4.2.3 an Executive Dean or nominee;

C13.4.2.4 one member of the academic staff at Level B, C or D, drawn from a pool of such staff nominated from time to time by the Vice-Chancellor;

C13.4.2.5 the Executive Director of Administration or nominee; and

C13.4.2.6 one nominee of the NTEU.

The Head of Cost Centre and the academic staff member will be selected from a Cost Centre other than the Cost Centre(s) proposing the redundancies.

C13.4.3 Quorum of Academic Separation Committee

The quorum of an Academic Separation Committee will be three management members and one NTEU representative.

C13.4.4 Joint Separation Committee
Where both academic and general staff redundancies within an area are being considered concurrently, the Academic Separation Committee membership as outlined in C13.4.2 will be expanded to include an SBU nominee (non-voting).

C13.4.5 Quorum of Joint Separation Committee

The quorum of a joint Separation Committee will be three management members and one representative each from the NTEU and SBU respectively.

C13.5 Redundancy Proposal

C13.5.1 The relevant Head of Cost Centre and AOU Head will prepare a written proposal including:

C13.5.1.1 the criteria for redundancy as per C13.2;

C13.5.1.2 a statement as to the current and planned research and teaching activities of the School/Department/Unit;

C13.5.1.3 the number and categories of staff members likely to be affected;

C13.5.1.4 the period over which the redundancies are likely to occur; and

C13.5.1.5 the staffing profile of the affected area including the number of continuing, convertible and fixed-term positions and appointments which have been made in the last 12 months.

C13.5.2 The Head of Cost Centre and relevant AOU Head may be invited to discuss the redundancy proposal with the Separation Committee.

C13.6 Voluntary Redundancy

C13.6.1 Following approval by the Separation Committee of a redundancy proposal, the University will write to the affected staff members and the President of the NTEU and provide the following information:

C13.6.1.1 the reasons for the redundancies;

C13.6.1.2 the number and categories of staff likely to be affected;

C13.6.1.3 the period over which the redundancies are likely to occur; and

C13.6.1.4 options for affected staff including redeployment, secondment, flexible staffing options and voluntary redundancy packages.
C13.6.2 As soon as practicable after C13.6.1, the University will give the President of the NTEU an opportunity to consult with the University on measures to avert or minimise the redundancy(s) and measures to mitigate the adverse effects of the redundancy(s).

C13.6.3 During a period where staff redundancies are occurring the University will:

C13.6.3.1 advise affected staff of all academic vacancies, except casual vacancies, immediately following approval of those vacancies for advertisement by the Manager, Human Resources. A copy of that advice will be forwarded simultaneously to the President of the NTEU; and

C13.6.3.2 within two working days of a request by the President of the NTEU, meet to discuss the possibility of redeployment of a staff member into a vacancy, and any other related matters.

C13.6.4 Irrespective of any other measure which may be agreed under this section, a staff member who has been provided with information as required under C13.6.1 will be invited at that time to apply to the Manager, Human Resources to take voluntary redundancy. The staff member will be required to respond to such an offer within a period of no less than four (4) weeks (the ‘call period’). The Separation Committee may determine a longer call period if circumstances warrant this.

C13.6.5 All applications for voluntary redundancy will be referred to the relevant Head of Cost Centre for recommendation to the Separation Committee.

C13.6.6 Within 15 working days of the end of the call period, unless otherwise agreed with the NTEU, the Separation Committee will meet to either accept applications for voluntary redundancy, or to decide that no further action will be taken in relation to a specific redundancy or redundancies.

C13.6.7 The benefits which will apply with respect to voluntary redundancy are those specified in C13.9.1.

C13.7 Involuntary Redundancy

C13.7.1 Where the process followed in C13.6 does not produce a sufficient reduction in staff numbers and/or costs, the Separation Committee will consider whether to approve an involuntary redundancy process.

C13.7.2 The Separation Committee will determine if circumstances have changed since the decision was taken to proceed with a redundancy process, thereby averting the need for involuntary redundancies. The relevant Head of Cost Centre and Head of AOU, and affected staff
members may request a meeting with the Separation Committee prior to the decision being made.

C13.7.3 If the Separation Committee approves the involuntary redundancy step, the University will proceed with the Staff Review process.

C13.7.4 The Staff Review process will apply to all staff in the designated redundancy area who hold continuing appointments and those staff in convertible appointments whose posts have been converted and whose case will be considered by the Academic Appointment Review Committee in that same year, without distinction as to level of appointment. Staff in the latter category are not eligible for redundancy but they will be entitled to prepare a case for consideration under the Staff Review process.

C13.7.5 All staff identified in C13.7.4, including staff on leave, will be informed in writing of the involuntary redundancies and the Staff Review process to be followed.

C13.7.6 Each affected staff member will be required to prepare a case for consideration by a Staff Review Committee. The case will be presented as a written submission based on:

C13.7.6.1 the relevant Academic Profile for the staff member; and
C13.7.6.2 the contribution of the staff member to the current and planned research and teaching activities of their School/Department/Unit.

The case will be submitted to the Manager, Human Resources, within four weeks of the formal notification.

C13.7.7 The composition of the Staff Review Committee will be:

C13.7.7.1 the Chair (Vice-Chancellor or Vice-Chancellor’s nominee);
C13.7.7.2 four academic staff members, one from each Faculty, (appointed for a fixed period);
C13.7.7.3 three or four other members (appointed for each designated area), including the Head of the Cost Centre in which the designated area is located and at least two academic staff from the discipline area but who do not work closely with the affected staff/area, and if necessary, who are external to the University; and
C13.7.7.4 the Head of the EO Unit (or nominee) and a nominee of the NTEU (both non-voting but with full speaking rights).

The membership should include staff from different academic levels and provide for gender balance. All
appointments to this Committee will be made by the Vice-Chancellor with the proviso that where a nominee of the Vice-Chancellor is to be appointed as Chair, the nominee will be appointed after consultation with the President of the NTEU.

The membership of the Staff Review Committee will not overlap with the membership of the Separation Committee except with respect to the NTEU nominee if the union so wishes.

C13.7.8 The Staff Review Committee will meet as soon as possible after the closure of written submissions to consider each case against the relevant Academic Profiles and the statement submitted initially to the Separation Committee from the School/Department/Unit as to the current and planned research and teaching activities and will rank the staff members according to relative performance on these criteria. The assessment will be based on the written submissions and referees’ reports.

C13.7.9 The Staff Review Committee will advise the Separation Committee of the rankings of the staff in the designated area including the reasons for its decision. The Separation Committee will then determine redundancies based on all the information before it.

C13.7.10 The University will advise each staff member in writing of the Separation Committee’s decision to either confirm the appointment or to declare the staff member an excess staff member ie redundant. This advice will also include details of the Staff Review Committee’s assessment and the reasons for it.

C13.7.11 A staff member whose appointment has been confirmed will retain her/his post at the same level and status (ie continuing or final year of convertible contract appointment).

C13.7.12 A staff member who has been declared redundant will have her/his employment terminated and will be paid benefits as per C13.9.2.

C13.8 Appeals

C13.8.1 Where a staff member has been formally advised under C13.7.10 that he or she is an excess staff member he or she may, within seven days of such advice, lodge an appeal with the Vice–Chancellor.

C13.8.2 The grounds for appeal will be that an action or decision during the redundancy process constituted a serious defect in decision making (ie that there was a serious error in the procedure or evidence) with respect to:

C13.8.2.1 the managing change and redundancy provisions of this Agreement; and/or

C13.8.2.2 the criteria used to determine the positions to be made redundant; and/or
C13.8.2.3 the decision(s) of the Staff Review Committee.

C13.8.3 The Vice-Chancellor will establish an Appeals Committee consisting of three members:

C13.8.2.1 a staff member nominated by the Vice-Chancellor;

C13.8.2.2 a staff member nominated by the NTEU; and

C13.8.2.3 an independent Chairperson jointly agreed by the University and the NTEU.

C13.8.4 The Appeals Committee will consider whether there are valid grounds for appeal.

C13.8.4.1 If the Appeals Committee determines that the grounds for appeal are not valid, the appeal will not proceed.

C13.8.4.2 If the Appeals Committee determines there are valid grounds for appeal, the Committee will:

• provide an opportunity for the staff member to be interviewed by it and ensure that she/he has an adequate opportunity to put her case;
• interview such other persons, or seek any further information it considers desirable;
• conduct all interviews in the presence of the staff member, the staff member’s representative (where the staff member is represented) and the University’s representative. * 
  * a representative may be an employee of the University (but not a person who is a currently practising solicitor or barrister) or an officer of the NTEU or the AHEIA.

C13.8.5 The Appeals Committee will recommend to the Vice-Chancellor that:

C13.8.5.1 the appeal be dismissed and the original decision be confirmed; or

C13.8.5.2 the appeal be upheld.

C13.8.6 If the Appeals Committee recommends that the appeal be upheld, the Vice-Chancellor will reconsider the decision based on the report of the Appeals Committee and take remedial action if appropriate.

C13.8.7 The Vice-Chancellor’s decision will be final, provided nothing in this sub-clause will be construed as excluding the jurisdiction of any court or tribunal which, but for this sub-clause, would be competent to deal with the matter.

C13.8.8 Where a staff member lodges an appeal, the amount of any subsequent severance payment under C13.9.2 will be
reduced commensurate with the length of access to a scheme of redeployment or other redundancy benefit.

C13.9  Benefits

C13.9.1  Voluntary Redundancy

A staff member will have the option of choosing either of the following benefit options:

C13.9.1.1  Benefit Option 1:

The amount paid under this option will consist of the following components:

- A sum calculated at the rate of 2 weeks’ salary per completed year of service within the University to a maximum entitlement of 52 weeks’ salary
- A sum calculated as 22 weeks’ salary
- 5 weeks’ transition period from the date specified for acceptance of an offer of voluntary redundancy which may, at the request of the staff member, either be taken as further employment or as a lump sum.
- Payment for any long service leave and annual recreation leave entitlements outstanding at the time of separation.

C13.9.1.2  Benefit Option 2:

The amount paid under this option will consist of the following components:

- A sum calculated on the basis of age as follows:

<table>
<thead>
<tr>
<th>Age</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>45 years or over</td>
<td>11 months’ salary</td>
</tr>
<tr>
<td>44 years</td>
<td>10 months’ salary</td>
</tr>
<tr>
<td>43 years</td>
<td>9 months’ salary</td>
</tr>
<tr>
<td>42 years</td>
<td>8 months’ salary</td>
</tr>
<tr>
<td>41 years</td>
<td>7 months’ salary</td>
</tr>
<tr>
<td>40 years or under</td>
<td>6 months’ salary</td>
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</tbody>
</table>

- A sum calculated on the basis of service as follows:

<table>
<thead>
<tr>
<th>Service Duration</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to completion of 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>2 years and up to completion of 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>3 years and up to completion of 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 years and over</td>
<td>8 weeks’ pay</td>
</tr>
</tbody>
</table>
• 5 weeks’ transition period from the date specified for acceptance of an offer of voluntary redundancy which may, at the request of the staff member, either be taken as further employment or as a lump sum.

• Payment for any long service leave and annual recreation leave entitlements outstanding at the time of separation.

C13.9.1.3 The benefits specified in C13.9.1.1 and C13.9.1.2 are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

C13.9.1.4 Staff who accept an offer of voluntary redundancy will be expected to separate within 3 months of the date of offer of voluntary redundancy, unless otherwise determined by the Separation Committee.

C13.9.2 Involuntary Redundancy

The following entitlements will apply:

C13.9.2.1 Entitlements:

• A sum calculated on the basis of age as follows:

<table>
<thead>
<tr>
<th>Age</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>45 years or over</td>
<td>11 months’ salary</td>
</tr>
<tr>
<td>44 years</td>
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<td>7 months’ salary</td>
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<tr>
<td>40 years or under</td>
<td>6 months’ salary</td>
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</tbody>
</table>

• Payment of outstanding long service leave and annual recreation leave loading entitlements as at the date of separation.

C13.9.2.2 Notice Period

The following notice period will apply:

<table>
<thead>
<tr>
<th>Duration</th>
<th>Notice Period</th>
</tr>
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<tbody>
<tr>
<td>Up to completion of 2 years</td>
<td>4 weeks’ pay</td>
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<tr>
<td>2 years and up to completion of 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>3 years and up to completion of 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 years and over</td>
<td>8 weeks’ pay</td>
</tr>
</tbody>
</table>

Where agreed between the University and the staff member, a severance payment equivalent to
the notice period above may be made to the staff member in lieu of notice.

C13.9.2.3 The entitlements and notice period specified in C13.9.1 and C13.9.2 respectively are in lieu of any notice period specified in the staff member’s contract of employment.

C13.9.3 Definition of Salary

All payments under C13.9 will be calculated on the salary applicable to the staff member’s substantive continuing position, including superannuable allowances, at the date of cessation of employment.

C13.10 Use of Sick Leave During Notice Period

Where a period of certificated sick leave is taken during the notice period specified in C13.9.2.2, the notice period will be extended by an equivalent period. However, any sick leave taken must be in accordance with the staff member’s entitlement to paid sick leave as prescribed in relevant leave provisions, and the notice period may not be extended by a period greater than the equivalent number of weeks to which the staff member is entitled under C13.9.2.2 (notice period).

C13.11 Leave, Expenses and Maintenance of Salary

C13.11.1 From the time a staff member receives notification of redundancy under C13.7 of this policy, he or she will be entitled to reasonable leave as determined by the Vice-Chancellor with full pay to attend necessary employment interviews. Where expenses to attend such interviews are not met by the prospective employer the staff member will be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice-Chancellor.

C13.11.2 Any reasonable costs and charges as determined by the Vice-Chancellor associated with a program of retraining as an agreed measure to mitigate the effects of her/his position being redundant will be reimbursed to the staff member.

C13.11.3 Where as an agreed measure to mitigate the effects of the staff member’s position being redundant the staff member is redeployed to a lower level position, placed on a program of retraining or otherwise maintains an employment relationship with the University but in circumstances which would provide a reduced income, normal salary will be maintained for a period of 12 months whilst employment continues.

C13.12 Letter of Certification

C13.12.1 An ‘excess’ staff member may request a letter signed by the Vice-Chancellor certifying that he or she is the
occupant of a position deemed to be surplus to the requirements of the University.

C13.12.2 A staff member who applies for a position in the University may notify the University that he or she is a holder of such a letter of certification. In such a case the University will ensure that the selection committee concerned is aware of the letter of certification.

C13.13 Re-employment

Staff who leave the University’s employment under this policy:

C13.13.1 will not be eligible for continuing, convertible or fixed-term employment for a period of three years from the date of termination; and

C13.13.2 may only be appointed, after three years from the date of termination, to a position which is distinctly different to that of previous University employment.

C14 Academic Freedom

C14.1 The parties to this Agreement are committed to the protection and promotion of academic and intellectual freedom within the University.

C14.2 Consistent with this commitment, and subject to meeting their employment obligations, as expressed in A19 of this Agreement, academic staff members have the right to:

• pursue critical and open inquiry;
• participate in public debates and express opinions about issues and ideas related to their academic and professional areas;
• participate in public debates about higher education issues as they affect their institution and higher education issues generally;
• participate in collegial processes within the University;
• participate in professional and representative bodies, including unions.

C14.3 Academic staff members have the right to express unpopular or controversial views, without fear of harassment, intimidation or unfair treatment.

C14.4 Notwithstanding the rights expressed in C14.2 and C14.3, staff members do not have the right to harass, vilify or intimidate.

C15 Academic Workloads

C15.1 The University and its staff recognise the importance of a balance between working life and family/social responsibilities.

C15.2 It is also recognised that in accordance with the University’s Academic Profiles policy, each academic staff member is normally expected to contribute to each of the four areas of academic activity namely:
• teaching
• research and creative activity
• administration (including service to the University)
• professional performance (including service to the community)

C15.3 The workload distribution of an individual academic will be determined in accordance with the workload measurement and allocation scheme developed for the relevant AOU, consistent with the Academic Workload Equalisation Principles.

C15.4 In general terms, there is an expectation that a full-time academic would be able to undertake his or her workload in 1725 hours per year (this figure incorporates an adjustment for 4 weeks' annual leave and 10 public holidays).

C15.5 If, during the life of this Agreement, the average workload increases for a particular AOU, as indicated in the formula for that AOU, the parties, in consultation with staff of the AOU, will act in accordance with the principles of this clause and the Academic Workload Equalisation Principles to:

C15.5.1 analyse the reasons for the increase in workload; and

C15.5.2 implement suitable amelioration strategies such as examining staffing levels, teaching practices and/or programs.

C15.6 The University is committed throughout the term of this Agreement, as part of its ongoing management strategies, to investigating and devising strategies for addressing workloads. Any resulting initiatives will seek to support and enhance the University’s current commitment to quality in teaching and research. The planning and implementation of any such initiatives will be a standing item on the agenda of the Academic Consultative Group.

C15.7 The parties agree that a process for the University to monitor workloads where concerns arise will be developed by June 2005.
Signed for and on behalf of the

LIQUOR, HOSPITALITY & MISCELLANEOUS UNION

-------------------------------------------------------

in the presence of

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dated

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Signed for and on behalf of the

AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION

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in the presence of

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dated

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Signed for and on behalf of the

AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION

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in the presence of

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dated

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SCHEDULE I

Academic Absences Policy
Academic Nomenclature
Academic Profiles Policy
Academic Staff Performance Review Scheme Policy
Academic Workload Equalisation - Principles
Determination of Commencing Salaries Policy
Extra-Mural Work Policy
Flexible Working Hours Rules
General Staff Classification Criteria
Heads of Academic Organisational Units
Individual Staff Grievance Policy and Procedures
Intellectual Property Policy
Minimum Standards for Academic Levels
Off-Shore Teaching: Conditions for Academic Staff
On-Call/Restriction Provisions
Probationary Appointments Policy (Academic Staff)
Promotion to Levels, B, C and D – Policy and Procedures
Promotion to Levels D Plus/E – Policy and Procedures
Subject Coordination
Topic Coordination
TABLE 1  SALARY RATES FOR FULL-TIME GENERAL STAFF

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- Junior rates for HEO1, HEO2 and HEO3 are determined as a percentage of the first step of the relevant classification as follows: 16 years: 50%; 17 years: 60%; 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: 55%; Step 3: 75%; Step 4: 88%; Step 5 (adult): 94%.
**TABLE 3  CASUAL RATES FOR GENERAL STAFF***

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* The rate of pay for a junior casual staff member will be based on the relevant age-related step (refer Table 2)

** This rate will increase to $24.77 per hour with effect from 2/10/04 as per B7.1.1

**TABLE 4  GENERAL STAFF ALLOWANCE RATES**

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### TABLE 5  
**SALARY RATES FOR FULL-TIME ACADEMIC STAFF**

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<td>79,062</td>
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</tr>
<tr>
<td></td>
<td>5</td>
<td>75,803</td>
<td>77,698</td>
<td>79,532</td>
<td>81,272</td>
<td>83,012</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>77,872</td>
<td>79,819</td>
<td>81,659</td>
<td>83,499</td>
<td>85,239</td>
</tr>
<tr>
<td>Level D</td>
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<td>81,319</td>
<td>83,352</td>
<td>85,392</td>
<td>87,603</td>
<td>89,823</td>
</tr>
<tr>
<td>RESD</td>
<td>2</td>
<td>84,073</td>
<td>86,174</td>
<td>88,274</td>
<td>90,364</td>
<td>92,464</td>
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<td>3</td>
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<tr>
<td>Level E</td>
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<td>107,369</td>
<td>110,039</td>
<td>112,844</td>
<td>118,825</td>
</tr>
</tbody>
</table>

* New step 1 as per C4.1

** Any Level A academic required to carry out full subject co-ordination duties as part of his or her normal duties or whom upon appointment holds or during appointment gains a relevant doctoral qualification will be paid a salary no lower than this salary point.
### TABLE 6  SALARY LOADINGS FOR CLINICAL ACADEMICS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Clinical Appointment I</td>
<td>9,079</td>
<td>9,306</td>
<td>9,781</td>
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</tr>
<tr>
<td>Clinical Appointment II</td>
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<td>13,728</td>
</tr>
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<td>Clinical Appointment III</td>
<td>18,132</td>
<td>18,586</td>
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<td>20,569</td>
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<table>
<thead>
<tr>
<th>Code</th>
<th>2.5% increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clinical Appointment I</td>
<td>2.5% increase</td>
</tr>
<tr>
<td>Clinical Appointment II</td>
<td>5.1% increase</td>
</tr>
<tr>
<td>Clinical Appointment III</td>
<td>5.3% increase</td>
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</tbody>
</table>

### TABLE 7  CASUAL ACADEMIC STAFF: RATES AND DESCRIPTORS

#### TABLE 7.1  RATES

<table>
<thead>
<tr>
<th>Code</th>
<th>10 Jul 2004 Rate per hour * $</th>
<th>25 Dec 2004 Rate per hour * $</th>
<th>25 Jun 2005 Rate per hour * $</th>
<th>24 Jun 2006 Rate per hour * $</th>
</tr>
</thead>
<tbody>
<tr>
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<td>23% Loading</td>
<td>5.1% increase</td>
<td>5.3% increase</td>
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<td>L3</td>
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<tr>
<td>L2</td>
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</tr>
<tr>
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<tr>
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<td>80.32</td>
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<tr>
<td>TR1</td>
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<td>57.96</td>
</tr>
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<td>27.55</td>
<td>29.01</td>
</tr>
<tr>
<td>D2</td>
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<td>26.78</td>
<td>28.20</td>
</tr>
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</tr>
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<td>27.55</td>
<td>29.01</td>
</tr>
<tr>
<td>M3</td>
<td>24.86</td>
<td>25.48</td>
<td>26.78</td>
<td>28.20</td>
</tr>
<tr>
<td>MUS1</td>
<td>49.69</td>
<td>50.94</td>
<td>53.53</td>
<td>56.37</td>
</tr>
<tr>
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<td>49.69</td>
<td>50.94</td>
<td>53.53</td>
<td>56.37</td>
</tr>
<tr>
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<td>38.21</td>
<td>40.16</td>
<td>42.28</td>
</tr>
<tr>
<td>SPCS</td>
<td>37.28</td>
<td>38.21</td>
<td>40.16</td>
<td>42.28</td>
</tr>
<tr>
<td>TPS</td>
<td>25.57</td>
<td>26.21</td>
<td>27.55</td>
<td>29.01</td>
</tr>
<tr>
<td>OD1</td>
<td>24.86</td>
<td>25.48</td>
<td>26.78</td>
<td>28.20</td>
</tr>
</tbody>
</table>

* In certain categories, the hourly rate assumes both delivery and associated work – see Descriptors in Table 7.2.
TABLE 7.2 DESCRIPTORS

7.2.1 Lecturing

For the purposes of this Schedule, the term ‘lecture’ means any education delivery described as a lecture in a course or unit outline, or in any official timetable issued by the University.

L4 is paid to a distinguished person who gives a single lecture or a small group of lectures (rate assumes 1 hour delivery and 4 hours associated work).

L3 is paid where the lecturer assumes significant responsibility for planning and developing a unit or a large part of a unit, as well as lecturing or where a lecture or a small group of lectures call for special expertise (rate assumes 1 hour delivery and 3 hours associated work).

L2 is the standard rate paid for a lecture (rate assumes 1 hour delivery and 2 hours associated work).

L1 is paid for a repeat lecture such as a lecture covering the subject matter of a lecture given not long before to another group of students (rate assumes 1 hour delivery and 1 hour associated work).

7.2.2 Tutoring

For the purpose of this Schedule, the term ‘tutorial’ means any educational delivery described as a tutorial or seminar in a course or unit outline, or in any official timetable issued by the University.

T1 is paid for a tutorial that will involve the exercise of autonomous academic judgement or the major responsibility for a tutorial sequence (rate assumes 1 hour delivery and 2 hours associated work).

T2 is the standard rate paid for a tutorial involving one hour each of preparation, class contact and marking time (rate assumes 1 hour delivery and 2 hours associated work).

TR1 is paid for a repeat tutorial, the original of which was paid for at the rate of T1 or T2. A repeat tutorial is defined as a tutorial repeated within seven days of the first presentation of the same topic (rate assumes 1 hour delivery and 1 hour associated work).

7.2.3 Demonstrating

For the purpose of this Schedule, the term ‘demonstrating’ means carrying out practical activities to illustrate principles. It is usually carried out under the supervision of an academic staff member.

D1 is paid for each hour of demonstration where the exercise of autonomous judgement is required or where the demonstrator carries a major responsibility for a demonstration sequence.

D2 is paid for each hour of demonstration worked under normal supervision.
7.2.4 Marking
For the purpose of this Schedule, the term ‘marking’ means checking and reviewing work submitted by students and assigning a mark or level.

M1 is for marking requiring a significant exercise of academic judgement usually as a supervising examiner.
M2 is for routine marking.
M3 is for simple marking such as multiple-choice questions.

7.2.5 Musical accompanying with special educational services
For the purpose of this Schedule, the term ‘musical accompanying with special educational services’ means the provision of musical accompaniment to one or more students or staff in the course of teaching by another member of the academic staff in circumstances where the accompanist uses educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

MUS1 The rate paid for musical demonstration/ accompaniment.

7.2.6 Clinical Nurse Education
For the purpose of this Schedule, the term ‘clinical nurse education’ means the conduct of undergraduate nurse education in a clinical setting.

CN1 is the rate paid for normal preparation (rate assumes 1 hour delivery and 1 hour associated work).
CN2 is the rate paid for basic preparation (rate assumes 1 hour delivery and 30 minutes associated work).

7.2.7 Speech Pathology
SPCS is the rate paid for a clinical session.

7.2.8 Teaching Practice Supervision
For the purpose of this Schedule, the term ‘teaching practice supervision’ means liaising, during a student placement, with the school/educational organisation and the supervising teacher(s) and providing relevant feedback on the student to the University’s Teaching Education Co-ordinator. This rate does not apply to teachers who undertake the day-to-day classroom supervision of students on placement.

TPS is the rate paid for each hour of Teaching Practice Supervision.

7.2.9 Other
OD1 Includes workshops, practical sessions, student field excursions, clinical nurse sessions (other than clinical nurse education), musical coaching, repetition, musical accompanying (other than with special education service), performance and visual art studio sessions, development of teaching and subject materials (ie subject guides and reading lists), consultation with students, supervision and attendance at departmental and/or faculty meetings as required, and attendance at lectures given by another academic staff member, where this is directed.
SCHEDULE III

SUPPORTED WAGE SYSTEM FOR STAFF WITH A DISABILITY

Eligibility Criteria

A staff member who:

(i) is unable to perform the range of duties to the competence level required within the class of work for which the staff member is engaged, as defined by the General Staff Classification Criteria for general staff or Academic Profiles for academic staff, because of the effects of a disability on their productive capacity; and

(ii) meets the impairment criteria for receipt of a Disability Support Pension;

may be employed in accordance with the provision of this schedule.

This schedule does not apply to:

(i) an existing staff member who has a claim against the University which is subject to the provision of worker’s compensation legislation; or

(ii) any provision of this Agreement relating to the rehabilitation of staff members who are injured in the course of their current employment.

Definitions

For the purposes of this schedule, the following definitions will apply:

(i) ‘Supported Wage System’ means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in ‘Supported Wage System: Guidelines and Assessment Process’.

(ii) ‘Accredited Assessor’ means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.

(iii) ‘Disability Support Pension’ means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

(iv) ‘Assessment instrument’ means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
Supported Wage Rates

A staff member to whom this schedule applies will be paid the applicable percentage of the minimum rate of pay for the class of work which the person is performing according to the following schedule:

<table>
<thead>
<tr>
<th>Assessed Capacity</th>
<th>Percentage of prescribed award rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%*</td>
<td>10%</td>
</tr>
<tr>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>30%</td>
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<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>90%</td>
<td>90%</td>
</tr>
</tbody>
</table>

(Provided that the minimum payment shall not be less than 10 per cent of the prescribed salary rate).

* Where a person’s assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

Assessment of Capacity

For the purpose of establishing the percentage of the salary rate to be paid to the staff member, the productivity capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

(i) the University and the unions party to the Agreement, in consultation with the staff member or;
(ii) the University and an accredited assessor from a panel agreed by the parties to this Agreement and the staff member.

Lodgement of Assessment Instrument

The assessment instrument, including the percentage of the salary rate to be paid to the staff member, will be lodged by the University with the Registrar of the Commission.

Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessment capacity under the Supported Wage System.
Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the salary rate only. Staff members covered by the provisions of this clause shall be entitled, on a pro-rata basis, to the same terms and conditions of employment as all other staff members covered by this Agreement.

Workplace Adjustment

The University, when wishing to employ a person under the provisions of this clause, will take reasonable steps to make changes in the workplace to enhance the staff member’s capacity to do the job. Changes may involve a re-design of job duties, working time arrangements and work organisation in consultation with other staff in the area.

Trial Period

In order for an adequate assessment of the staff member’s capacity to be made, the University may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

During that trial period the assessment of capacity shall be undertaken and the proposed salary rate for a continuing employment relationship shall be determined.

The minimum amount payable to the staff member during the trial period shall be no less than 10 per cent of the prescribed salary rate.