



**Flinders**  
UNIVERSITY

**FLINDERS UNIVERSITY**  
**ENTERPRISE AGREEMENT**  
**2014 to 2017**

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## **PART A - ALL STAFF**

### **A1 TITLE**

This Agreement will be referred to as the 'Flinders University Enterprise Agreement 2014 to 2017'.

### **A2 ARRANGEMENT**

This Agreement is arranged as per the contents page.

### **A3 DEFINITIONS**

In this Agreement:

- A3.1** 'Academic staff' means staff who hold a continuing, convertible or fixed-term appointment and who are classified in accordance with the academic classification levels A-E or research staff whose salaries are tied to the academic classification levels.
- A3.2** 'AMWU' means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;
- A3.3** 'Casual staff' means either a staff member who is engaged on an hourly basis to undertake professional staff duties (casual professional staff) or to undertake duties in accordance with the descriptors set out in Schedule 7 of this Agreement (casual academic staff).
- A3.4** 'Council' means the Council of the University as provided for in *The Flinders University of South Australia Act, 1966*, as amended.
- A3.5** 'CPSU' means the Community and Public Sector Union.
- A3.6** 'Director, Human Resources' means the Director, Human Resources or a delegated Officer.
- A3.7** 'Fair Work Act' means the Commonwealth Fair Work Act 2009 (as amended).
- A3.8** 'NTEU' means the National Tertiary Education Industry Union.
- A3.9** 'Ordinary rate of pay' means a staff member's fortnightly rate of pay excluding overtime, shift premiums and penalty rates.
- A3.10** 'Parties' means the parties referred to in clause A7.1.
- A3.11** '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 full-time staff.
- A3.12** 'Professional staff' means staff who hold a continuing or fixed-term appointment and who are classified in accordance with the professional staff classification descriptors or hold senior administrative appointments with conditions applying to professional staff.
- A3.13** 'Responsible officer' and 'officer' means the officer to whom a staff member is formally responsible, sometimes referred to as 'supervisor'.
- A3.14** 'Staff member' means a person employed by the University, sometimes referred to as 'employee' or 'staff'.
- A3.15** 'The University' means 'Flinders University'.
- A3.16** 'Unions' means the trade unions that are listed under A7.
- A3.17** '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.
- A3.18** 'Vice-President' (Strategic Finance and Resources) means the person appointed to, or acting in, the position of Vice-President (Strategic Finance and Resources) or any person delegated the authority to act for the Vice-President (Strategic Finance and Resources).
- A3.19** For the purpose of this Agreement, every word in the singular will be deemed to include the plural.
- A3.20** For the purpose of this Agreement, any position title referred to means the position so-named or its successor position.

## **A4 OPERATION OF THE AGREEMENT**

- A4.1 [Commencement and nominal expiry]** This Agreement will operate from the date of approval by Fair Work Commission until the nominal expiry date of 30 June 2017.
- A4.2** This Agreement is made under Part 2-4 of the *Fair Work Act*.
- A4.3 [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.

## **A5 RELATIONSHIP WITH OTHER AWARDS, AGREEMENTS AND POLICIES**

- A5.1 [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 agreements which may otherwise, but for this clause, apply to those staff whose employment falls within the scope of this Agreement.
- A5.2 [University policies, rules, procedures and guidelines]** whether or not referred to in this Agreement do not form part of this Agreement.

## **A6 REPRESENTATION AND ASSISTANCE**

For any internal processes arising under this Agreement, an affected staff member and the University may each be assisted and/or represented by a person of her/his/its choice (but not if such a person is a currently practising solicitor or barrister), or an employee of the University, or an officer or employee of a union, or an officer or employee of an employer industrial association.

## **A7 APPLICATION**

Except as provided for under A7.4:

- A7.1** Part A of this Agreement applies to and will be binding according to its terms on all staff members of the University, the University and:
- AMWU
  - CPSU
  - NTEU
- A7.2** Part B of this Agreement applies to and will be binding according to its terms on professional staff (including casual professional staff except where otherwise specified), the University, and:
- AMWU
  - CPSU
  - NTEU
- A7.3** Part C of this Agreement applies to and will be binding according to its terms on academic staff (including casual academic staff except where otherwise specified), the University and the NTEU.
- A7.4 [Exempt staff]**
- A7.4.1** A staff member appointed to one of the positions listed below (or their successor positions):
- Vice-Chancellor, Deputy Vice-Chancellor, Pro Vice-Chancellor, Executive Dean, Vice-President and University Librarian; and
  - a management position with a salary no less than 120 percent of a Level E salary or a senior professional staff management position with a salary no less than 120 percent of a Level 10 salary and positions established within the Senior Administrative Officer classification;

will enter into an individual agreement with the University which will 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.

**A7.4.2** Where an agreement under A7.4.1 is entered into, the terms of this Agreement (other than this clause and clause A5) will not apply to that staff member except in relation to annual recreation leave, personal, carer's and compassionate leave, long service leave, parental leave and superannuation.

## **A8 EMPLOYER/EMPLOYEE OBLIGATIONS**

**A8.1** The University, as the employer, has the duty to:

- provide a safe workplace and exercise a duty of care; and
- provide appropriate work and professional development while the staff member is employed; and
- provide fair and reasonable remuneration; and
- 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.

**A8.2** Staff members, as employees, have the duty to:

- familiarise themselves with, and abide by, statutes, regulations and policies and comply with reasonable directions of the employer; and
- display due care, diligence and skill in the performance of work; and
- undertake their work in a manner which supports, enhances and does not detract from the University's strategic goals and objectives; and
- respect the rights and welfare of all staff, students and other persons who use the University.

## **A9 NO DISCRIMINATION**

The University is committed to the provision of a working and learning environment that is free from harassment and unlawful discrimination, and a culture where all members of the University community are treated with dignity, courtesy and respect. Workplace bullying and other forms of harassment will not be tolerated.

## **A10 INTELLECTUAL PROPERTY**

**A10.1** The University will have and maintain an intellectual property policy that respects and promotes the rights and interests of originators and the University.

**A10.2** The policy will address how originators and the University will benefit equitably.

**A10.3** The specific manner in which financial returns from the commercial exploitation of intellectual property are delivered to originators and the University will vary depending on the circumstances involved.

**A10.4** The University will abide by the principle of moral rights by taking reasonable steps to ensure that:

**A10.4.1** the rights of originators to attribution of their work are respected; and

**A10.4.2** an originator's right to dissociate herself or himself from the development or embodiment of intellectual property is respected.

## **A11 MEDICAL EXAMINATION**

**A11.1** At the discretion of the Director, 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:

**A11.1.1** upon commencing employment; and/or

**A11.1.2** where the University believes that the range of activities required of the position justifies a regular medical assessment to confirm fitness for duty.

**A11.2** 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.

## **A12 EMPLOYMENT OF INDIGENOUS AUSTRALIANS**

**A12.1** The University is committed to implementing its Employment Strategy for Indigenous Australians (ESIA) consistent with its strategic objectives and operational needs. The aim of the ESIA is to improve the representation, participation and retention of Indigenous Australian staff members within the University.

**A12.2** The University will take active measures to meet the indigenous employment target as set out in the University's Strategic Plan.

**A12.3** The University seeks to meet the objectives of clauses A12.1 and A12.2 in the following ways:

- by encouraging and fostering Indigenous Australian employment and participation at all levels of work activity;
- by encouraging and facilitating Indigenous Australian staff members' participation in professional development opportunities and development of their own career strategies and goals; and
- by convening the ESIA Advisory Committee, which monitors and advises on the operation of the ESIA. The membership will include a staff member appointed in accordance with clause A33.1.3 of this Agreement.

**A12.2.4** An Indigenous Language Allowance will be paid to a staff member who is accredited to a fluent level in a recognised Indigenous Australian language by a relevant body and who is required by the University to utilise that language on a regular basis in the course of her/his duties. The allowance has two levels: Level I – elementary level – appropriate for staff members who are capable of using a minimal knowledge of language for basic conversation; and Level II – advanced level – representing a level of ability for the ordinary purpose of general business, formal conversation, reading and writing. Part time staff will be paid on a pro rata basis. The amounts payable are set out in Schedule 4.

## **A13 SUPERVISORS**

**A13.1 [Supervisor training]** A staff member who is appointed to a position with supervisory responsibilities will be required to undertake appropriate training unless agreed otherwise on the basis that the staff member demonstrates evidence of recent equivalent training/experience.

**A13.2 [Academic staff]** The supervisor of an academic staff member will normally be the Dean or Deputy Dean of the School in which the staff member is employed. An academic staff member may request the nomination of an alternative supervisor.

## **A14 SALARY**

**A14.1 [Salary Increases]** The University will pay a salary increase to all staff members bound by this Agreement, as per the following instalments and dates:

3.0%	12 July 2014*
3.0%	11 July 2015*
3.0%	09 July 2016*
3.0%	08 July 2017*
*first day of the first full pay period on or after 30 June	

**[Bonus]** A single one off bonus payment of \$500 (gross) will be made to each eligible academic and professional staff member (pro rata payment for part-time staff to a minimum

payment of \$300 (gross)) and a flat payment of \$200 (gross) for eligible casual staff members. This payment will be made in the first available pay period on or after 30 June 2014.

An eligible staff member is: a continuing or fixed term staff member who is employed on the date of the result of the staff ballot and at the time of the payment of the bonus; or a current casual staff member with more than 12 months regular service prior to the date of the result of the staff ballot and who has worked 200 hours or more over this period.

#### **A14.2 [Rates of Pay]**

**A14.2.1 [Full-time staff]** The rates of pay for full-time staff will be as specified in the relevant tables in Schedules 1 and 2 (professional staff) and Schedule 5 (academic staff) of this Agreement.

**A14.2.2 [Casual staff]** The rates of pay for casual employees will be as specified in Schedule 3 (casual professional staff) and Schedule 7 (casual academic staff) of this Agreement.

**A14.2.3 [Part-time staff]** Part-time staff will be paid pro rata based on the appropriate full-time salary.

#### **A14.3 [Supported Salary Rate for a staff member with a disability]**

Nothing in this Agreement will prevent the full operation of the 'Supported Wage System' which is the Commonwealth Government System to promote employment for people who are unable to perform, because of a disability, the range of duties to the competence level required within the classification level for which the staff member is engaged. This System is documented in the University's policy on 'Supported Wage System for Staff with a Disability'.

A staff member who is eligible for a supported salary under this clause will be paid either the percentage of the relevant base salary for the classification level in which the person is engaged which corresponds to the assessed percentage of capacity (10 -90 percent) or 10 percent of the prescribed salary rate, whichever is the greater.

**A14.4 [Salary Payment]** Salaries will be paid fortnightly by means of electronic funds transfer.

#### **A14.5 [Salary Sacrifice]**

**A14.5.1** A staff member may request that part of her/his salary be used to provide benefits on a salary sacrifice basis.

**A14.5.2** 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.

**A14.5.3** Where 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 may 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.

**A14.5.4** Notwithstanding A14.5.1, the salary rates specified in the schedules 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:

- termination payments including superannuation, annual recreation leave and long service leave;
- redundancy or early retirement benefits;
- overtime and shift payments;



- loadings, allowances and deductions which are calculated as a percentage of salary; and
- workers' compensation benefits.

**A14.6 [Deductions from salaries]** Upon receipt of a written authority from a staff member, deductions from salaries for approved purposes such as health insurance and union dues will be made from that staff member's pay and such amount remitted to the relevant organisation. Staff members may request in writing at any time that a deduction cease.

## **A15 SUPERANNUATION**

**A15.1 [UniSuper Pty Ltd]** For the life of the Agreement, the University will maintain the superannuation contributions and arrangements in place as at the date of certification of the Agreement. UniSuper Pty Ltd will continue to be the sole fund for employer contributions for all current and new staff except as provided for under the terms of its Trust Deed or the Deed of Covenant with the University or as provided for in A15.2.

**A15.2 [Other schemes]** The University will continue with arrangements and entitlements in place immediately prior to the commencement of this Agreement for those staff who, at that time, were members of superannuation schemes other than UniSuper Pty Ltd.

**A15.3 [Employee contributions]** All staff will be required to make such employee contributions as may be required by the scheme to which their contributions are allocated in accordance with A15.1 and A15.2.

## **A16 RECREATION LEAVE LOADING**

Each calendar year, all staff members, excluding casual staff, will be entitled to a recreation leave loading payment based on the number of completed months' service and the period of leave accrued within that year. 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, subject to a maximum payment. This maximum will be in accordance with criteria published by the Australian Bureau of Statistics in the August quarter preceding the date of accrual (for staff serving the full year) or in the August quarter of the preceding year for staff whose employment terminates prior to 31 December in any year.

## **A17 INCAPACITY INTERIM SUPPORT PAYMENTS**

**A17.1 [Staff applying for Incapacity]** The University will ensure that with respect to an incapacity application, interim support payments made to a staff member will be equivalent to the level of Temporary Incapacity Pension paid by the Superannuation Fund (i.e. normally 60 percent of the staff member's salary). This will be paid for a period of 13 weeks (inclusive of personal/carer's leave) or until the application for incapacity is determined by the Superannuation Fund, whichever is the earlier.

**A17.2 [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.

## **A18 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.

## **A19 LEAVE WITHOUT PAY**

**A19.1** Leave without pay will not normally be granted for periods in excess of two (2) years.

**A19.2** Notwithstanding A19.1, a staff member may apply for up to (3) years' leave without pay to undertake full-time study.

**A19.3** 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.

**A19.4 [Effect on Leave Accrual and Salary Increments]** 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.

**A19.5** Leave without pay approved on other than academic or professional grounds will not count as service for all leave entitlements or salary increment purposes unless the University determines otherwise.

## **A20 LONG SERVICE LEAVE**

**A20.1 [Entitlement]** The University will provide for long service leave in accordance with this clause for all members of staff. These provisions operate to the exclusion of and prevail completely over the *Long Service Leave Act, 1987 (SA)* (as amended).

**A20.1.1** Staff members accrue long service leave in hours at the rate of 47.78 hours (equivalent to 6.5 working days) for each completed year of service, pro rata for part-time staff.

**A20.1.2** Staff employed by SACAE at the time of the merger with the University (1 January 1991) will accrue leave at the rate specified in A20.1.1 but increasing to 79.38 hours (equivalent to 10.8 working days) per year, pro rata for part-time staff, after 15 years of service.

**A20.2 [Continuity of service]** For the purposes of this clause only, continuity of service will not be affected by breaks of service as outlined in the long service leave policy and procedures.

**A20.3 [Eligibility to take long service leave]** A staff member will be eligible to take an initial period of long service leave upon accruing an entitlement to 334.43 hours (equivalent to 45.5 working days), pro rata for part-time staff, which is normally equivalent to seven (7) years' continuous paid service, and to take subsequent periods of long service leave when that staff member has accumulated an entitlement to 36.75 hours (equivalent to five (5) working days), pro rata for part-time staff.

**A20.4 [Minimum period of service with the University]** Notwithstanding A20.3, a staff member will be required to serve at least (3) 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.

**A20.5 [Recognising prior service]** Prior continuous paid service, where recognised by the releasing employer as carrying entitlement to long service leave, will normally be recognised in accordance with A20.6 to A20.11, subject to there being no break of eight (8) weeks or more between service at Flinders University and the staff member's relevant prior appointment. Recognition of prior service does not apply to casual staff.

**A20.6 [Australian universities]** The University will recognise prior continuous paid service within other Australian universities towards long service leave entitlement.

**A20.7 [Other higher education institutions]** The University will recognise prior continuous paid service within Australian higher education institutions other than universities for staff members taking up appointment within the University on or after 1 June 1988.

**A20.8 [Other organisations]** For staff members taking up appointment within the University on or after 13 December 1991, the University will also recognise all prior continuous paid service within the following organisations:

- South Australian Public Service;
- Commonwealth Public Service;

- Universities Australia and its predecessor body; and
- other inter-university bodies, and South Australian Statutory Authorities.

Prior service with these organisations 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.

- A20.9** 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.
- A20.10 [Fixed-term appointments]** 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.
- A20.11 [Application for recognition of prior service]** New staff members seeking recognition of prior service with previous employers must do so, in writing, within six (6) months of commencing employment at the University.
- A20.12 [Payment while on long service leave]** Payment for long service leave will be at the staff member's ordinary rate of pay.
- A20.13 [Application and approval]** In advance of any long service leave being taken, all staff must, in a manner decided by the University, apply for and obtain approval from their supervisor for the taking of any period of long service leave. A staff member who has accumulated excess leave may be directed by her/his supervisor to take leave within a reasonable time period, as provided for in clause A20.16.
- A20.14 [Half-pay]** A staff member may apply to take long service leave on half pay.
- A20.15 [Minimum period]** The minimum period of long service leave which can be taken is a single day.
- A20.16 [Management of excess long service leave]**
- A20.16.1 [Plan for taking long service leave]** Where a staff member's entitlement exceeds 65 days (477.75 hours) she/he will be required to provide a plan for taking long service leave, to be agreed with the University.
- A20.16.2 [Direction to take long service leave]** Where a staff member has reached an accumulated entitlement exceeding 80 working days (588 hours), pro rata for part-time staff, and has not complied with A20.16.1, the University may direct that staff member to take long service leave, within a reasonable time period, so as to reduce the accumulated entitlement to 65 working days or below (477.75 hours), pro rata for part-time staff.
- A20.17 [Conversion of long service leave to personal/carer's leave]** Where a staff member becomes ill while on long service leave for a period of not less than three (3) consecutive working days, she/he will, subject to the availability of personal/carer's leave and the production of a medical certificate for the period of illness, be credited with these periods of time which may be taken as personal/carer's leave instead. The ability to convert long service leave to personal/carer's leave is not available where the absence immediately precedes retirement.
- A20.18 [Employment during long service leave]** A member of staff will not undertake any employment for hire or reward during a period of long service leave.
- A20.19 [Payment in lieu of long service leave]** Payment in lieu of long service leave accrued but not taken will be made where:
- A20.19.1** a staff member has become eligible to take long service leave and resigns, or the staff member's employment terminates except for any reason other than serious misconduct; or

**A20.19.2** where not less than five (5) years of service carrying entitlement to long service leave 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.

**A20.20 [Cash-out of excess long service leave]** Cash-out of long service leave entitlement in excess of 334.43 hours (equivalent to 45.5 working days), pro rata for part-time staff, may be taken subject to supervisor approval and to:

**A20.20.1** a minimum block of five (5) working days' long service leave being taken in conjunction with the cash-out; and

**A20.20.2** a plan being submitted and approved to reduce entitlement to below 334.43 hours (45.5 working days), pro rata for part-time staff. For academic staff this may include being required to attach a period of long service leave to an Outside Studies or Overseas Conference absence; and

**A20.20.3** a maximum cash-out of four (4) weeks' long service leave at any one (1) time.

## **A21 PARENTAL LEAVE**

**A21.1 [Eligibility and entitlement]** 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, comprised as follows:

<b>Type</b>	<b>Paid Component</b>	<b>Unpaid Component</b>
Maternity	18 weeks	34 weeks
Antenatal	8 days*	-
Adoption	18 weeks	34 weeks
Adoption (pre-placement)	-	5 days*
Partner	1 week at the time of the birth or adoption	51 weeks, provided the partner is the certified primary care-giver of the child
Medically defined late pregnancy miscarriage or stillbirth.	6 weeks	46 weeks

\* (leave accrual will be in hours and will be pro rata for part-time staff)

**A21.2** A staff member who completes 12 months of continuous service with the University during the first 18 or 6 weeks of paid absence respectively (as prescribed in the table above) 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.

**A21.3** 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.

**A21.4 [Casual staff]** Casual staff who are eligible under section 67(2) of the *Fair Work Act* are entitled to Parental Leave under this clause on an unpaid basis only. All casual staff members must comply with the requirements of A21.8 with respect to working before the expected birth and resuming employment afterwards.

**A21.5 [Transfer to safe job]** Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the pregnant employee make it inadvisable for the employee to continue in her present duties, the duties will be modified or the employee may be transferred to a safe position at the same classification level until the commencement of maternity leave.

**A21.6 [Both partners employed by University]** Where both partners are employed by the University and wish to take parental leave, they will be eligible to take up to eight (8) weeks unpaid parental leave at the same time in addition to the one (1) week's paid leave at the time of birth or adoption. The combined period of each partner's leave must not exceed 52 weeks.

- A21.7 [Interruption of parental leave]** Entitlement to parental leave does not depend on that leave being continuous. A staff member who, for any reason, returns to work after taking less than the full entitlement for maternity or adoption leave (either paid or unpaid) may apply to take the balance of the leave later within the 52 week period.
- A21.8 [Maternity leave]** A medical certificate of fitness for work from a registered medical practitioner or a certificated midwife must be provided if the staff member wishes to remain at work within the six (6) weeks prior to the expected date of birth or recommence duties within the first six (6) weeks after the birth.
- A21.9 [Antenatal leave]** Antenatal leave is available during the pregnancy and up to the time of commencing maternity leave for reasons associated with the pregnancy.
- A21.10 [Adoption leave, pre-placement]** 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.
- A21.11 [Partner leave]** Partner leave associated with maternity leave ceases on the child's first birthday. Partner leave associated with adoption leave ceases 52 weeks after the date of placement.
- A21.12 [Employment during paid parental leave]** 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.
- A21.13 [Payment for paid parental leave]** Payment for parental leave will be at the staff member's ordinary rate of pay and will be subject to adjustments for salary increments or increases during the period of paid leave.
- A21.14 [Half-pay]** 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.
- A21.15 [Other leave]** Annual recreation leave and long service leave may be taken as part of the unpaid portion of parental leave. Personal/carer's leave may not be taken during a period of parental leave.
- A21.16 [Continuity of service]** Employment in the University (excluding casual service) where breaks in service do not exceed eight (8) weeks is recognised as continuous service for the purposes of this clause. Although not breaking continuity of service, the actual period of any such break(s) in service will not count as service for the purposes of A21.1.
- A21.17 [Continuous service]** For the purposes of this clause, continuous service means a period of uninterrupted paid service with the University.
- A21.18** Any period of paid parental leave will count as service with the University for all purposes.
- A21.19** 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.
- A21.20 [Return to work]** A staff member who returns to work after a period of parental leave can expect to resume her/his previous position. If that position is unavailable, the staff member will be transferred to another position appropriate to her/his classification and salary.
- A21.21 [Effect on fixed-term employment]** The operation of this clause will not extend the original term of a staff member's fixed-term appointment (irrespective of the source of funds).
- A21.22 [Support options for return to work]** A staff member who is the certified primary care-giver of the child will be entitled to seek support on her/his return to work from parental leave in order to balance work and family responsibilities.

**A21.23** Support for return to work will take the form of either subsidised salary to a maximum of 0.4 of substantive salary, including all leave entitlements and superannuation calculated on the basis of the salary paid, for a period of 16 weeks (all staff), or financial support (academic staff only) of up to \$7,000 (pro rata for part-time staff).

**A21.24 [Training]** Appropriate training will be provided to a staff member returning to work from an extended period of parental leave.

**A21.25 [Extension of parental leave]** A staff member may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the available parental leave period, in accordance with section 76 of the *Fair Work Act*.

## **A22 PUBLIC HOLIDAYS AND UNIVERSITY CLOSURE**

**A22.1 [Entitlement]** Staff members are entitled to any day gazetted as a public holiday or proclaimed by the Governor of South Australia as a public holiday throughout the whole of the State.

Staff members are entitled to an additional day to be observed as a public holiday during the University closure period, the actual day to be advised in advance by the University, in accordance with any day determined by the appropriate (Australian) Public Service agency under the relevant Act.

**A22.2 [University closure]** The University will be closed between (and including) Christmas Day and New Year's Day.

**A22.3 [Work on public holiday]** A staff member may be requested to attend for the whole or part of any day which is to be observed as a public holiday as prescribed by this clause. Other than in an emergency, the University will give seven (7) days' notice to any staff member requested to attend for duty on a public holiday.

**A22.4 [Flinders Press]** The University may require the closure of Flinders Press for an additional period, up to a maximum of four (4) weeks, immediately following the University closure period. Staff of Flinders Press will be notified at least one (1) month in advance of such a closure and will be required to take accrued leave or leave without pay at this time.

## **A23 EMERGENCY SERVICES LEAVE**

The University may approve paid leave to staff members who are members of emergency services organisations and who are required for emergency duty during working hours.

## **A24 SPECIAL PAID LEAVE**

**A24.1 [Definition]** For the purposes of these provisions, a 'family member' means:

- A24.1.1** an immediate relative by blood, marriage, adoption, fostering, traditional kinship (including guardian, ward, grandparent, foster-grandparent, step-grandparent, and in-law relative); or
- A24.1.2** a person who stands in a bona fide domestic or household relationship with a staff member including situations in which there is implied some dependency or support role for the staff member.

**A24.2 [Entitlement]** A staff member is entitled to the hourly equivalent of a total of five (5) days per year of Special Paid Leave to cover any or all of the following:

- the death of a family member; and/or
- attendance at an unforeseen emergency situation necessitating immediate personal action; and/or
- maintenance of kinship/community links by an Australian Indigenous staff member to ensure currency of Australian Indigenous knowledge; and / or 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; and/or

- dealing with matters arising from or as a result of family or domestic violence; and/or
- any other special circumstance as approved by the Director, Human Resources.

**A24.3 [Part-time staff members]** will be entitled to Special Paid Leave on a pro rata basis.

**A24.4 [Fixed entitlement]** Leave under this clause is a fixed entitlement and does not accumulate from year to year if unused.

**A24.5 [Minimum period of leave]** A minimum of one (1) hour applies to Special Paid Leave.

**A24.6 [Evidence]** A staff member who has taken leave under this clause must, if required to do so by the University, provide evidence that would satisfy a reasonable person that the leave has been taken for a reason specified in accordance with clause A24.2.

## **A25 PERSONAL/CARER'S AND COMPASSIONATE LEAVE**

**A25.1 [Definitions]** For the purpose of these provisions:

- 'personal 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.
- 'family member' means:
  - an immediate relative by blood, marriage, adoption, fostering, traditional kinship (including guardian, ward, grandparent, foster-grandparent, step-grandparent, and in-law relative); or
  - a person who stands in a bona fide domestic or household relationship with a staff member including situations in which there is implied some dependency or support role for the staff member.

**A25.2 [Paid personal/carer's leave]** applies to staff members other than casual staff members.

**A25.3 [Entitlement to paid personal/carer's leave]** A staff member is entitled to 110.25 hours (equivalent to 15 working days) per completed year of service, pro rata for part-time staff. This entitlement accrues progressively throughout the year and accumulates from year to year. Notwithstanding this, upon commencing employment each staff member will be entitled to apply for up to the hourly equivalent of six (6) working days of her/his personal/carer's leave entitlement (or pro rata equivalent) in advance of entitlement.

**A25.4 [Taking paid personal/carer's leave]** A staff member may take paid personal/carer's leave if the leave is taken:

**A25.4.1** because the staff member is not fit for work because of a personal illness or personal injury affecting her/him;  
or

**A25.4.2** to provide care or support to a member of the staff member's family who requires care or support because of:

- a personal illness, or personal injury, affecting that person; or
- an unexpected emergency affecting that person.

**A25.5 [Personal/carer's leave while on annual recreation leave, long service leave or on public holiday]** Where a public holiday falls during a period of personal/carer's leave, no deduction will be made from a staff member's personal/carer's leave credits for the public holiday. If a staff member takes personal/carer's leave of three (3) days or more whilst on annual recreation or long service leave, this period of time may be recredited and taken as personal/carer's leave instead.

**A25.6 [Payment for personal/carer's leave]** will be at the staff member's ordinary rate of pay.

**A25.7 [Entitlement to unpaid carer's leave]** A staff member is entitled to two (2) days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the staff member's family requires care or support because of a personal illness or personal injury affecting that person or an unexpected emergency affecting that person.

#### **A25.7.1 [Taking unpaid carer's leave]**

- (i) A staff member may take unpaid carer's leave for a particular permissible occasion as a singular period of up to two (2) days or any separate periods to which the staff member and her/his supervisor agree;
- (ii) Unpaid carer's leave can not be taken during a particular period if instead the staff member could take paid personal/carer's leave.

**A25.7.2 [Discretion to convert annual recreation leave and/or long service leave to provide payment during a period of unpaid carer's leave]** A staff member accessing unpaid carer's leave for the purposes of this clause A25.7 may apply to take up to two (2) days of her or his accrued entitlement to annual recreation leave or long service leave per occasion.

**A25.8 [Entitlement to compassionate leave]** A staff member is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion) when a member of the staff member's family:

- (i) contracts or develops a personal illness that poses a serious threat to that person's life; or
- (ii) sustains a personal injury that poses a serious threat to that person's life; or
- (iii) dies.

#### **A25.9 [Taking compassionate leave]**

**A25.9.1** A staff member may take compassionate leave for a particular permissible occasion if the leave is taken:

- (i) to spend time with the affected person; or
- (ii) after the death of the affected person.

**A25.9.2** A staff member may take compassionate leave for a particular permissible occasion as:

- (i) a single continuous two (2) day period; or
- (ii) two (2) separate periods of one (1) day each; or
- (iii) any separate periods to which the staff member and her/his supervisor agree.

**A25.9.3** If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the staff member may take the compassionate leave for that occasion at any time while the illness or injury persists.

**A25.10 [Payment for compassionate leave]** will be at the staff member's ordinary rate of pay. For casual staff members, compassionate leave will be unpaid leave.

#### **A25.11 [Notice and evidence requirements]**

**A25.11.1 [Notifying the University]** A staff member taking leave under this clause must give her/his supervisor notice as soon as possible (which may be at a time after the leave has commenced) and must indicate the period or expected period of the leave.

However, the expectation is that she/he will normally inform the University of her/his inability to attend for duty within 24 hours of normal commencement of duty.

**A25.11.2 [Evidence]** A staff member who has taken leave under this clause must, if required to do so by the University, provide evidence that would satisfy a reasonable person that the leave has been taken for the reason specified in either of clauses A25.4, A25.7 and A25.8.

In the case of:

- (i) **[Medical certificate or other relevant evidence]** Where an absence exceeds three (3) consecutive working days, a staff member must provide evidence concerning the reason for such leave. Where a medical certificate is provided, it must be signed by a person registered under the *Medical Practitioners Act 1983 (as amended)*. A medical certificate, signed by a registered health practitioner, as approved by the Director, Human Resources, will be accepted in lieu of a certificate from a registered medical practitioner.



- (ii) **[Recurring absences]** The University may request a staff member with a pattern of recurring and/or frequent absences for leave to provide relevant evidence, such as a medical certificate(s) or other evidence, concerning the reason for any such leave.

**A25.12 [Personal/carer's leave not paid out]** Personal/Carer's Leave is not paid out on cessation of employment.

## **A26 ANNUAL RECREATION LEAVE**

**A26.1 [Entitlement]** For each year of service a staff member is entitled to four (4) weeks of paid annual recreation leave (equivalent to 12.25 hours or one and two-thirds working days of paid leave for each completed month of service, pro rata for part-time staff). This entitlement accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

### **A26.2 [Professional staff]**

**A26.2.1 [Application and approval]** In advance of any annual recreation leave period sought, all staff must, in a form approved by the University, apply to and obtain approval from their supervisor for the taking of any period of annual recreation leave.

**A26.2.2 [Time of taking leave]** Annual recreation leave should normally be taken in the year in which it accrues.

### **A26.3 [Academic staff]**

**A26.3.1 [Approval and time of taking leave]** Annual recreation leave for all academic staff will commence at the time of the end of year University closure each year, for a period of 20 working days, exclusive of public holidays, pro rata for part-time staff. Where a staff member has an accrual of less than 20 days, the University will book the number of whole days accrued and carry forward any remaining fraction.

**A26.3.2 [Alternative arrangements for taking leave]** Notwithstanding A26.3.1, an academic staff member may, by agreement with her/his supervisor, take annual recreation leave at an alternative time. In advance of an alternative period of annual recreation leave being sought, the staff member must, in a form approved by the University, apply to and obtain approval from her/his supervisor for the taking of this period of annual recreation leave. The University will not unreasonably refuse such an application for leave.

**A26.3.3 [Advance alert]** The University will remind academic staff about the booking of annual recreation leave and the option to make alternative arrangements, as described in A26.3.1 and A26.3.2. This reminder will normally occur annually in September each year.

**A26.3.4 [Review]** A review jointly undertaken by the University and the NTEU will assess the application of Clause A26.3 by no later than the nominal expiry date of the Agreement and this Clause will only continue to apply in any new agreement made, if the parties are in agreement that it should so continue.

**A26.3.5 [Amendment]** The parties agree to amend this Clause within the life of the current agreement should any unintended consequences become apparent that the parties agree require a formal amendment to this Agreement.

**A26.4 [Excess accumulated annual recreation leave]** A full-time staff member who has accumulated annual recreation leave during any 24 month period in excess of 294 hours (equivalent to 40 working days), pro rata for part-time staff, may be directed to take up to one quarter of her/his accrued leave.

**A26.5 [First year of service]** During the first year of service, a staff member will not be permitted to take any greater period of annual recreation leave than that accumulated. Subsequently, a staff

member may apply to take annual recreation leave in advance of entitlement up to a maximum of one (1) year's accrual.

- A26.6 [Conversion to personal/carer's leave]** Where a staff member becomes ill for a period of not less than three (3) days while on annual recreation leave, she/he will, subject to the availability of personal/carer's leave credits and the production of a medical certificate for the period of illness, be credited with the annual recreation leave and have the personal/carer's leave debited for the approved number of working days.
- A26.7 [Fixed-term staff]** Annual recreation leave accrued by a staff member appointed on a fixed-term basis should normally be taken before the cessation date of that contract.
- A26.8 [Casual staff]** will not be entitled to paid annual recreation leave.
- A26.9 [Cash-out of excess annual recreation leave]** Where a staff member has accrued in excess of 20 days annual recreation leave he/she may apply to cash-out a particular amount of his/her excess leave on the following basis:
- A26.9.1** The minimum numbers of days to be cashed-out is 5 days and each request must be in blocks of 5 days.
- A26.9.2** The cash-out of leave must not cause a staff member's balance to fall below 20 days (pro rata for part-time staff).
- A26.9.3** Approval of applications for cash-out of excess annual recreation leave are subject to the University's operational requirements.
- A26.9.4** Although a staff member may be eligible to apply to cash-out leave, the University has no obligation to grant the request.

## **A27 STAFF DEVELOPMENT AND TRAINING**

Staff are required to participate in specific orientation and induction training as follows:

- A27.1** the *Flinders Foundation of University Teaching* for all new academic staff;
- A27.2** the *Postgraduate Research Supervision Program* for all academic staff new to the supervision of higher degree research students
- A27.3** the *Managing Work-Integrated Learning Workshop*, for all staff involved in supervising, leading and managing Work-Integrated Learning including placements and non-placement activities.

## **A28 INCREMENTAL PROGRESSION**

- A28.1** Staff members who are in receipt of a salary which is less than the maximum step for their level/classification will be entitled to be considered for annual incremental progression through the steps within their level/classification.
- A28.2 [Incremental progression]** Progression to the next incremental step is subject to performance in the preceding 12 months being satisfactory.
- A28.3 [Delay of an increment]** Where a staff member's performance is not at the expected standard, progression to the next step may be delayed to allow for improvement to be achieved. The staff member will be made aware of the supervisor's concerns about under performance and given the opportunity to improve to a satisfactory standard. The maximum deferral period will be six (6) months. If at the end of this period the performance is still not at the expected standard, the matter will be considered in accordance with the formal provisions of the University's discipline provisions for academic or professional staff, whichever are appropriate.
- A28.4 [Effect on increment date]** Promotion (academic staff), reclassification (professional staff) to a higher level, leave without pay which does not count as service and delay of an increment may alter the staff member's incremental date.

## **A29 STAFF CONSULTATION**

**A29.1 [Principle]** The University is committed to consulting directly with staff on matters likely to affect their employment.

**A29.2 [Consultative Framework]** Consultation may take various forms including:

- the web, email systems or area newsletters; and/or
- managers and supervisors consulting with work teams/individuals; and/or
- organisational or functional unit meetings; and/or
- the University Consultative Committee.

### **A29.3 [University Consultative Committee (UCC)]**

**A29.3.1 [Purpose]** The UCC will be the forum for formal consultation on matters, which may include:

- the implementation of this Agreement
- the further development of initiatives consistent with undertakings given in this Agreement
- matters of significant workplace change as defined in Clause A30.2 of this Agreement.

#### **A29.3.2 [Membership]**

- Five (5) staff members nominated by the Vice-Chancellor, one of whom will be Chair.
- Five (5) staff members nominated by the unions who are party to the Agreement, one of whom will be Deputy Chair.

The term of membership is for the term of this Agreement. Casual vacancies will be filled by nomination as appropriate.

**A29.3.3 [Meeting schedule]** The UCC will meet four (4) times a year unless otherwise agreed.

## **A30 MANAGING CHANGE**

**A30.1 [Principle]** The University will consult with staff affected by significant change, their representatives as provided for in clause A6 and with the University Consultative Committee (UCC). In the case of redundancy, once a decision has been made, redundancies will be managed in accordance with clause A35.

**A30.2 [Definition of significant change]** 'Significant change' includes substantial 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 and/or regular roster; the restructuring of work areas including restructuring of work areas following a redundancy round; and outsourcing of services.

**A30.3 [Consultation about initiating change]** Where the University decides to implement a proposed change of the kind referred to in A30.2, it will consult with affected staff members about the need for change and the development of a change process.

**A30.4** As part of the consultation process relevant information will be shared with affected staff in a timely manner and will include the reason/s for the proposed change and expected outcomes from it, the proposed timeframe for implementation, potential impact on staff and strategies to mitigate adverse effects from the proposed changes and the timeframe for responses to the proposals.

**A30.5** The University will give consideration to views and feedback put forward as part of the consultation process and provide feedback on these matters to affected staff and their representatives before deciding whether to proceed with the proposed change/s either in the original or revised form.

**A30.6 [Consultation about implementing change]** If a decision is taken to proceed with a significant change proposal, the University will consult with affected staff members and their representatives 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 will include means of avoiding detrimental outcomes for affected staff.

### **A31 DISPUTE SETTLEMENT**

**A31.1 [Application]** A dispute arising from the interpretation, application or operation of any provision of this Agreement, or in relation to the National Employment Standards, may be raised by a staff member, relevant Union, or the University and will be dealt with in accordance with this clause. Parties to the dispute will agree to attempt to resolve matters in a cooperative and timely manner.

**A31.2 [Scope]** This clause does not apply to any matter arising under this Agreement to the extent that there is an appeals or review process specified in the Agreement.

**A31.3 [Initial step]** In the first instance, where a dispute is raised by a staff member (and/or the staff member's representative) or a relevant union, she/he/they will take the matter up in writing with the staff member's supervisor or the relevant Executive Dean / Portfolio Head. The supervisor/ Executive Dean / Portfolio Head will consider the matter with a view to resolution and will provide written advice as to the action taken/to be taken regarding the matter. The written advice will normally be provided within five (5) working days of the matter having been raised.

**A31.4 [Second step]** Where a dispute is not resolved under A31.3 above, at the request of either party to the dispute, the Director, Human Resources, or delegate will, within five (5) working days, unless agreed otherwise convene a meeting between the parties to the dispute in an attempt to conciliate the matter.

**A31.5** The Director, Human Resources, or delegate will attempt to resolve the matter within five (5) working days of the first meeting between the parties to the dispute. Any resolution will be in the form of a written agreement subject, if necessary, to ratification by either party.

**A31.6 [Referral of dispute to the Fair Work Commission]** Should the dispute not be resolved by the processes referred to in A31.3, A31.4 and A31.7, or in exceptional circumstances, the matter may be referred by either party to the dispute to Fair Work Commission (FWC) for resolution.

FWC may deal with the dispute in two stages: FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and if FWC is unable to resolve the dispute at the first stage, FWC may then arbitrate the dispute and make a determination that is binding on the parties. If FWC arbitrates the dispute it may also use the powers available to it under the *Fair Work Act*.

Subject to the University or the staff member or union exercising a right of appeal against the decision to the Full Bench of the FWC in accordance with the requirements of the *Fair Work Act 2009*, a decision of the FWC is binding on the parties to the dispute. Subject to the University or staff member or union exercising a right of appeal or review against the decision to any other Court where jurisdiction is granted, a decision of the Full Bench of the FWC is binding on the parties to the dispute.

**A31.7 [Referral of an unresolved dispute to another person or body]** Alternatively, where a dispute has not been resolved by the processes referred to in A31.3 or A31.5, or in exceptional circumstances and if the parties to the dispute so agree during that period, the parties may agree to seek assistance from another person or body other than FWC.

Further, a staff member may also submit the same dispute to any other external agency that is competent to handle such matters. In this instance, the matter will be dealt with according to rules and procedures of the external agency concerned and the matter ceases to be a dispute in accordance with this Agreement.

**A31.8 [Action pending outcome]**

**A31.8.1** Until the internal procedures described in A31.3 to A31.5 have been exhausted:

- work will continue in the normal manner, except where the matter under dispute relates to a bona fide safety matter; and
- the University will not change work, staffing or the organisation of work which is the subject of the dispute, nor take any other action likely to exacerbate the dispute.

**A31.8.2** Where a matter has been referred to an external agency under A31.6 or A31.7, work will continue in accordance with the reasonable direction of the University provided that neither party to the dispute shall be prejudiced in the resolution of the dispute.

**A31.9** The University will use its best endeavours to ensure the timely conclusion of disputes. For the avoidance of doubt, the internal processes described in A31.3, A31.4 or A31.5 within this clause will lapse if the employee ceases to be employed by the University.

## **A32 GRIEVANCES**

**A32.1 [Definition]** For the purposes of this clause, a grievance is a complaint which arises as the result of:

**A32.1.1** a behaviour or action of another member or members of staff, which has a significant negative impact on the ability of a staff member to undertake her/his duties; or

**A32.1.2** a complaint of unlawful discrimination or sexual harassment; or

**A32.1.3** subject to A32.2, an action or decision which constitutes a serious error in the procedure of a merit-based selection process where that selection process does not itself provide an avenue for appeal.

**A32.2 [Exclusions]** This clause does not apply to matters that are covered by alternative University review, appeal or grievance procedures nor to the outcome of a merit-based selection process.

### **A32.3 [Resolution]**

**A32.3.1** A staff member is expected to initially seek to resolve a grievance with the staff member against whom the grievance rests or by approach to that staff member's supervisor.

**A32.3.2** Where a staff member feels that her/his grievance has not been resolved under A32.3.1, s/he may seek to have the grievance resolved in accordance with the University's Individual Staff Grievance policy. This includes the right to have a grievance formally considered by a grievance committee constituted in accordance with clause A33 of this Agreement.

**A32.3.3** Where a staff member seeks to remedy the grievance in a forum external to the University, the staff member will no longer have access to these grievance procedures for that particular matter.

**A32.4 [Treatment of staff members lodging or dealing with grievances]** A person who lodges a grievance will not be treated unfairly or victimised because of the grievance nor will anyone dealing with the grievance be coerced or intimidated in any way.

## **A33 REVIEW, APPEALS AND GRIEVANCE COMMITTEES**

**A33.1 [Committee composition]** Where a review, appeals or grievance committee is specified in this Agreement, it will comprise three (3) members as follows:

**A33.1.1** A Chairperson, appointed by the Vice-Chancellor from a panel of independent chairpersons agreed by the parties to the Agreement;

**A33.1.2** A member nominated by the Vice-Chancellor;

**A33.1.3** A staff member nominated by the Deputy Chair of the UCC, in consultation with the members of the UCC who have not been nominated by the Vice-Chancellor.

## **A33.2 [Operation of committees]**

**A33.2.1** A committee constituted in accordance with this clause will operate under the terms accorded to it in the relevant provision of this Agreement or University policy.

**A33.2.2** At all times, the committee will apply the principles of natural justice and procedural fairness.

**A33.2.3** The committee will make its report available to the parties to the appeal, review or grievance.

**A33.2.4** The committee will:

- (a) take into account such further materials and/or interview any person that it believes appropriate; and
- (b) ensure opportunity for the parties to the appeal, review or grievance to make submissions, present evidence, see all evidence to be considered and ask questions of any person interviewed by the committee.

**A33.2.5** Notwithstanding A33.2.4, an appeal or grievance committee may exercise discretion with regard to A33.2.4 (b).

**A33.2.6 [Appeal committee]** For appeal committees, grounds of appeal are limited to errors in process and do not include a re-assessment or re-hearing of the merits of the matter. Appeal committees may arise in connection with Redundancy appeals (A35) and Academic Promotions appeals (C13).

**A33.3 [No further action]** Where a staff member exercises her/his right of review, appeal or grievance under a committee constituted in accordance with this clause, then in relation to any issue or matter which was, or was capable of being, considered by the committee under its terms of reference, no further action can be taken by the staff member under any other review, appeal or disputes provision of this Agreement.

## **A34 NOTICE OF TERMINATION OF EMPLOYMENT**

**A34.1 [Definition]** Termination of employment means termination of employment at the initiative of the University.

**A34.2 [Notice period]** Unless specified elsewhere in this Agreement and subject to A34.5, a staff member (other than a casual) will not have her/his employment terminated by the University unless s/he has been given 14 days' notice or as otherwise required by the *Fair Work Act* or as specified in her/his contract of employment, whichever is the greater.

**A34.3 [Payment in lieu]** Payment in lieu of notice will be made if the University does not require the staff member to work out the notice period. Where the staff member is only required to work part of the required notice period, the University will pay out the remainder of the notice period.

**A34.4 [Basis for payment in lieu]** A payment in lieu of notice will be based on the staff member's salary at the date of cessation of employment.

**A34.5 [Termination without notice]** The University may terminate without notice the employment of a member of staff found to have engaged in conduct of a kind envisaged in the *Fair Work Act* such as would be unreasonable to require the University to continue employment during a period of notice.

## **A35 REDUNDANCY**

**A35.1 [Definition]** Redundancy is a situation where the position occupied by a staff member is identified as surplus to the University's requirements for reasons which may include:

**A35.1.1 [For professional staff]** financial and staffing constraints, leading to the rearrangement of functions and classifications; reduced demand or other workload factors; technological change and development; or changes in the workplace or

legislation requiring particular skills or qualifications that the staff member is unable or unwilling to obtain.

- A35.1.2 [For academic staff]** a decrease in student load or a decision to cease offering or to vary the academic content in any academic program or course or combination or mix of courses, financial exigency within an organisational unit or Faculty / Portfolio and/or changes in technology or work methods.
- A35.2 [Eligibility]** Redundancy will only apply to staff members holding continuing appointments.
- A35.3 [Types of redundancy]** Redundancy may be either voluntary or involuntary.
- A35.4 [Case for redundancy]** Any proposal for redundancy will be made in writing by the Head of the relevant Faculty / Portfolio.
- A35.5 [Principles applying to the redundancy process]** The University will seek to maximise the number of voluntary redundancies and redeployments (where appropriate) and to minimise the number of involuntary redundancies. The process of selection of any staff member for redundancy will be objective, fair and transparent, having regard to all the circumstances.
- A35.6 [Separation committee]** The separation committee, which will include a staff member appointed in accordance with A33.1.3 will be responsible for approving all stages of the redundancy process. As part of its deliberations, the committee will consider measures to minimise or mitigate the adverse effects of redundancy. Notwithstanding, the chair of the separation committee may approve individual cases for redundancy where separation has been agreed with the staff member.
- A35.7 [Notification of redundancy]** Subject to A35.6, when the University determines that redundancy will occur, the staff affected (including those staff on approved leave) will be informed and advised of the period over which the University intends to effect the termination(s).
- A35.8 [Redeployment, relocation and retraining]** The University may redeploy a staff member to another suitable position where practicable as a means of mitigating the effects of redundancy. A staff member will not unreasonably decline to accept redeployment, relocation, training or retraining.
- A35.9 [Transfer to lower level position]** 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, normal salary will be maintained for a period of 12 months whilst employment continues.
- A35.10 [Voluntary redundancy]** Affected staff will be invited to apply for voluntary redundancy.
- A35.11 [Notification to applicants]** The separation committee will either accept or reject the application, and notify the staff member accordingly.
- A35.12 [Benefits payable]** A staff member whose application for voluntary redundancy is approved will receive the benefits outlined in A35.17, payable on the day of her/his separation.
- A35.13 [Involuntary redundancy]** Where action taken by the University under A35.6 to A35.11 does not achieve the appropriate staff reductions, the separation committee may determine that involuntary redundancy apply to the remaining affected staff member(s). The separation committee will decide the process to be followed. Criteria of relative performance, which will be objective and fair as required by A35.5, will be applied in any process of identifying staff member(s) to be declared involuntarily redundant.
- A35.14 [Determination]** The separation committee will, as the end stage of any process followed, formally determine those staff member(s) to be declared involuntarily redundant, confirmation of which will be provided by the University in writing.

**A35.15 [Appeal]** A staff member who has been declared involuntarily redundant under A35.14 may appeal the decision to an appeal committee constituted in accordance with A33 of this Agreement.

**[Grounds for appeal]** The grounds of appeal will be limited to alleging that one or more decisions taken under this clause substantially miscarried as a result of a serious defect in the decision-making process.

**[Terms of reference]** The appeal committee will consider the grounds of appeal alleged and material and submissions relevant thereto, and make one of the following recommendations to the Vice-Chancellor:

- that the appeal be dismissed and the original decision be confirmed; or
- that the appeal be upheld.

**[Action by Vice-Chancellor]** The Vice-Chancellor will consider the recommendation of the appeal committee and make such final determination on the matter as s/he sees fit. Where the appeal committee has recommended the appeal be upheld, the Vice-Chancellor will consider any decision found to have substantially miscarried and take remedial action, if appropriate.

**[Impact of appeal on redundancy payment]** The amount of redundancy benefit will be reduced commensurate with the length of further employment under this clause by virtue of the appeal process.

**A35.16 [Benefits payable]** A staff member who has been declared involuntarily redundant will have her/his benefits paid as per A35.18.

**A35.17 [Voluntary Redundancy Benefits]**

**A35.17.1 [Professional staff]**

- Two (2) weeks' salary per completed year of service within the University; and
- An additional 22 weeks' salary.

**A35.17.2 [Academic staff]** A staff member may choose either of the following benefit options:

**Benefit Option 1**

- Two (2) weeks' salary per completed year of service within the University to a maximum entitlement of 52 weeks' salary; and
- An additional 22 weeks' salary.

**Benefit Option 2**

**[Age-based component]**

45 years or over	11 months' salary
44 years	10 months' salary
43 years	9 months' salary
42 years	8 months' salary
41 years	7 months' salary
40 years or under	6 months' salary

**[Service-based component]**

Up to completion of 2 years	4 weeks' salary
2 years and up to completion of 3 years	6 weeks' salary
3 years and up to completion of 4 years	7 weeks' salary
4 years and over	8 weeks' salary

**A35.17.3 [Transition period]** In addition to the benefits outlined in A35.17.1 or A35.17.2, the staff member will be entitled to a five (5) week transition period from the date that



the University accepts the application for voluntary redundancy. This period may, at the request of the staff member, either be taken as further employment or as a lump sum.

**A35.17.4 [Leave entitlements]** A staff member will receive payment in respect of any leave entitlements outstanding as at the date of separation.

**A35.17.5** The benefits specified in A35.17.1 and A35.17.2 are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

**A35.18 [Involuntary Redundancy Benefits]**

**A35.18.1 [Professional staff]**

**[Notice period]** The following periods of notice of redundancy will apply:

Less than 1 year's service	2 weeks
1–2 years' service	4 weeks
2–3 years' service	6 weeks
3–4 years' service	7 weeks
More than 4 years' service	8 weeks

**[Service entitlement payment]** In addition to the prescribed period of notice above, the staff member will be entitled to a payment of two (2) weeks' salary for each completed year of service (and pro rata for part-year service).

**A35.18.2 [Academic staff]** The following entitlements will apply:

**[Age-based entitlement]**

45 years or over	11 months' salary
44 years	10 months' salary
43 years	9 months' salary
42 years	8 months' salary
41 years	7 months' salary
40 years or under	6 months' salary

**[Notice period]**

Up to completion of 2 years	4 weeks' salary
2 years and up to completion of 3 years	6 weeks' salary
3 years and up to completion of 4 years	7 weeks' salary
4 years and over	8 weeks' salary

**A35.18.3 [Notice periods]** A staff member may request to work all or part of the relevant period of notice specified but the University reserves the right to pay the staff member in lieu of all or part of the period of notice.

**A35.18.4 [Leave entitlements]** A staff member will receive payment in respect of any leave entitlements outstanding as at the date of separation.

**A35.18.5** The benefits specified in A35.18.1 and A35.18.2 are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

**A35.19 [Salary]** All benefits will be calculated at the salary applicable to the staff member's substantive continuing position, including superannuable allowances, at the date of cessation of employment.

**A35.20 [Reasonable leave and expenses]** During a period of involuntary redundancy, a staff member will be entitled to reasonable leave as determined by the University with full pay and in addition academic staff will be entitled to reasonable expenses incurred in attending necessary employment interviews.

**A35.21 [Re-employment]** A staff member who is made redundant under the terms of this policy will not be eligible for continuing or fixed-term employment for a period of three (3) years from the date of separation; and may only be appointed, after three (3) years from the date of separation, to a position which is distinctly different to that of previous University employment.

**A35.22 [Decision regarding redundancy]** Subject to A35.15, the decision of the University with regard to either voluntary or involuntary redundancy will be final and will not be subject to dispute, review, appeal or grievance under any provision contained in this Agreement.

**A35.23 [Procedures]** The procedures that apply to redundancy will be those as set out in the University's Redundancy Policy and Procedures.

## **A36 TERMINATION OF EMPLOYMENT ON MEDICAL GROUNDS**

**A36.1** If the University believes there is doubt regarding a staff member's capacity to perform the duties of her/his office, the staff member may be required to undergo a medical examination. The University will choose a medical practitioner to conduct the medical examination at the expense of the University. The University will provide the staff member with written notice of not less than four (4) weeks, except in exceptional circumstances as agreed with the staff member and/or her/his representative, that a medical examination is required.

**A36.2** 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.

**A36.3** The University may direct a staff member to take paid personal/carer's leave whilst awaiting the outcome of an application for temporary or permanent disablement benefit.

**A36.4** If the superannuation fund agrees to give temporary or permanent disablement benefit, the staff member will not have to undergo a medical examination under A36.1.

**A36.5** 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.

**A36.6** A copy of the medical report made by the medical practitioner will be made available to the University and to the staff member.

**A36.7** If the medical examination reveals that the staff member is unable to perform her or his duties and is unlikely to be able to resume them within a reasonable period, being not less than six (6) 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 her or his employment. The University will accept the resignation immediately.

**A36.8** Within 10 working days of receiving the medical report, the staff member or, if she/he so chooses, a person acting on her/his behalf, may request that the report be reviewed. The review will be undertaken by a medical practitioner appointed by the President of the State or Territory Branch of the Australian Medical Association.

**A36.9** The medical practitioner making the initial assessment and the medical practitioner undertaking the review (where appropriate) will as far as possible apply the same standards that would be used by the staff member's superannuation scheme in determining qualification for permanent incapacity.

**A36.10** The University will not terminate the employment of the staff member before the reviewer reports.

**A36.11** Where a staff member refuses to undergo a medical examination within two (2) months of a written notification to do so under A36.1 or A36.5, the University may reasonably conclude that the staff member is unable to perform her or his duties and is unlikely to be able to resume them within six (6) months and may terminate employment in accordance with A36.7. 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.

### **A37 RETURNING OFFICER FOR HEALTH AND SAFETY REPRESENTATIVE ELECTIONS**

The Manager 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.

### **A38 INDIVIDUAL FLEXIBILITY ARRANGEMENT**

**A38.1** This clause constitutes the flexibility term required by section 202 of the *Fair Work Act*.

**A38.2** The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

**A38.2.1** the arrangement deals with one or more of the following matters: arrangements about when work is performed (B9) including the application of overtime rates (B12); and/or arrangements for the taking of Long Service Leave (A20) in a planned pattern of single days over an extended period; and/or arrangements to vary the minimum period of engagement for a casual professional staff member (B4); and

**A38.2.2** the arrangement meets the genuine needs of the University and staff member in relation to the matters mentioned in A38.2.1; and

**A38.2.3** the arrangement is genuinely agreed to by the University and the staff member.

**A38.3** The University must ensure that the terms of the individual flexibility arrangement:

**A38.3.1** are about permitted matters under section 172 of the *Fair Work Act*; and

**A38.3.2** are not unlawful terms under section 194 of the *Fair Work Act*; and

**A38.3.3** result in the staff member being better off overall than she/he would be if no arrangement was made.

**A38.4** The University must ensure that the individual flexibility arrangement:

**A38.4.1** is in writing; and

**A38.4.2** includes the name of the University and the staff member; and

**A38.4.3** is signed by the University and the staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and

**A38.4.4** includes details of:

(i) the terms of the agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the staff member will be better off overall in relation to the terms and conditions of her or his employment as a result of the arrangement; and

**A38.4.5** states the day on which the arrangement commences.

**A38.5** The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed.

**A38.6** The University or staff member may terminate the individual flexibility arrangement:

**A38.6.1** by giving no more than 28 days written notice to the other party to the arrangement; or

**A38.6.2** if the University and the staff member agree – at any time.

### **A39 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

As provided for in section 65 of the *Fair Work Act* a staff member, may request a change in working arrangements.

### **A40 EMPLOYMENT SECURITY**

The University recognises and values the skills and commitment of its staff. This Agreement reflects the parties' intentions to promote employment security for staff by endeavouring to maintain the overall size of the workforce during the nominal life of the Agreement.

## **A41 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 Vice-President (Strategic Finance and Resources) may forbid any offensive or improper notice, or cause it to be removed.

## **A42 TRADE UNION TRAINING LEAVE**

**A42.1 [Entitlement]** Paid leave of up to 36.75 hours (normally five (5) working days per year, pro rata for part-time service) may be granted to a staff member to attend a short workplace relations course or seminar, subject to the operational needs of the University.

**A42.2 [Effect on pay/service]** 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.

## **A43 INTELLECTUAL FREEDOM**

**A43.1** Consistent with the principles of intellectual freedom, and subject to meeting their employment obligations, as expressed in A8 of this Agreement, 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 which, notwithstanding the University's intellectual property rights, will ordinarily include rights to publish the results of their work;
- 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.

**A43.2** Staff members have the right to express unpopular or controversial views, without fear of harassment, intimidation or unfair treatment.

**A43.3** Notwithstanding the rights expressed in A43.1 and A43.2, staff members do not have the right to harass, vilify or intimidate.

## **PART B - PROFESSIONAL STAFF**

### **B1 CLASSIFICATION OF PROFESSIONAL STAFF**

- B1.1 [Classification]** Professional staff appointments, other than those for staff described under A7.4, apprenticeships and traineeships, will be classified in accordance with the Professional staff Classification Descriptors as set out in Schedule 10.
- B1.2 [Classification linking]** The University may link any position providing that it is classified at the level appropriate to the duties to be undertaken in accordance with the Professional staff Classification Descriptors.
- B1.3 [Reclassification]** Other than positions established under Clause B1.2, where there has been a significant increase in the work value of a position due to a substantial change in responsibilities as approved by the supervisor, a staff member or a supervisor may request a reclassification of a staff member's position.
- B1.4 [Applications for reclassification]** will be submitted to Human Resources in accordance with the University's reclassification procedures.
- B1.4.1** Where there is clear evidence that a reclassification is justified, Human Resources will make a determination and advise the applicant accordingly; or
- B1.4.2** Where, in the view of Human Resources, reclassification is not justified, Human Resources may discuss with the applicant and/or supervisor other options available to resolve the matter e.g. classification linking or reward/recognition strategies, if appropriate.
- B1.4.2.1** Where this does not resolve the matter, the case file of information upon which Human Resources' decision was made (comprising the original application plus any additional documentation gathered/generated by Human Resources in assessing the application and attempting to resolve the matter, where appropriate) will be referred to the Reclassification Review Standing Committee for a final determination.
- B1.5 [Reclassification Review Standing Committee]**
- B1.5.1** The Committee will comprise five (5) members as follows:
- Chairperson – nominated by the University from a small panel of potential chairs agreed by the University and Unions
  - Two (2) members nominated by the Vice-Chancellor;
  - Two (2) members nominated by the union members of the University Consultative Committee.
- B1.5.2** The Chair will be non-voting except that, where all reasonable attempts to reach consensus have failed, she/he will have a casting vote.
- B1.5.3** Committee members must be trained in the process of reclassification as a condition of membership.
- B1.5.4** Meetings of the Committee will be scheduled for up to three (3) times per year.
- B1.5.5** The role of the Committee is to consider the matter and to make a determination that:
- B1.5.5.1** reclassification is not justified; or
- B1.5.5.2** reclassification is justified; or
- B1.5.5.3** reclassification is not justified but the Committee wishes to make a recommendation that alternative arrangement(s) be considered/re-considered.

- B1.6** The decision of the Reclassification Review Standing Committee will be final and no further action may be taken under this or any other review, appeal or disputes provision of this Agreement.
- B2 EMPLOYMENT - PROFESSIONAL STAFF**
- B2.1 [Mix of Employment]** Nothing in this Agreement limits the number or proportion of staff the University may employ in a particular type of employment.
- B2.2 [Employment Types]** There are four (4) types of professional staff employment:
- B2.2.1 [Continuing employment]** means all employment, other than fixed-term employment or casual employment, for the ordinary hours of work per week with no fixed end date.
- B2.2.2 [Continuing contingent-funded employment]** means employment with limited-term funding provided from external sources, but not funding that is part of the operating grant from government or funding comprised of payments of fees made by or on behalf of students. Such employment may be offered in accordance with Schedule 8.
- B2.2.3 [Fixed-term employment]** means employment for a specified term or ascertainable period in accordance with Schedule 9.
- B2.2.4 [Casual employment]** means employment where a person is engaged by the hour and paid on an hourly basis.
- B2.3** Professional staff appointments, other than casual, will be on a full-time or part-time basis.
- B2.4 [Part-time appointment]** is an appointment at less than the normal weekly ordinary hours specified for a full-time staff member, for which all entitlements in accordance with this Agreement are paid on a pro rata basis calculated by reference to the time worked.
- B2.5 [Contract of employment]**
- B2.5.1 [All appointments other than casual]** The University will provide to each staff member (other than a casual staff member) a contract of employment which specifies the terms and conditions applying to that appointment including the classification level, commencement salary, appointment fraction, reporting relationship, length and terms of any probationary period and the broad responsibilities of the appointment. The broad responsibilities will be reflected in a relevant and current position description.
- B2.5.2 [Continuing contingent-funded appointments]** In the case of continuing contingent-funded appointments, the contract of employment will also specify the contingency upon the occurrence of which the term of the employment will expire.
- B2.5.3 [Fixed-term appointments]** In the case of fixed-term appointments, the contract of employment will also specify:
- the period of the appointment, with specific starting and finishing dates of employment (or in lieu of a finishing date, the circumstance(s) or contingency relating to a specific task or project upon the occurrence of which the term of the employment will expire); and
  - the circumstances of the fixed-term appointment as referred to in Schedule 9 of this Agreement.
- B2.5.4 [Casual appointments]** In the case of casual appointments, the terms and conditions of employment including start and expected end date, duties, anticipated number of hours required and rate of pay will be specified in the casual employment form, which will be completed and signed by both parties prior to the staff member commencing duties.
- B2.6 [Probation]** A probationary period will normally apply to all continuing and fixed-term appointments.
- B2.6.1 [Length of probationary period]** The probationary period will normally not exceed six (6) months. The length of the probationary period will have regard to the nature and

circumstances of the offer of employment and the prospective staff member's relevant experience.

- B2.6.2 [Role of supervisor]** During the probationary period, the University will ensure, through the designated supervisor, that appropriate feedback, support and training are provided to the staff member.
- B2.6.3 [Second or subsequent contracts]** A probationary period will not normally apply to a second or subsequent contract unless that contract is for a position where the duties and the classification level are substantially different.
- B2.6.4 [Unsatisfactory performance or conduct]** A staff member may be terminated at any time during a probationary period for reasons of unsatisfactory performance or conduct. The University will provide the staff member with payment in lieu of two (2) weeks' notice in such circumstances.
- B2.7 [Resignation]** A continuing or fixed-term staff member will be required to give two (2) weeks' notice to the University of intention to resign or as specified in the contract of employment, whichever is the greater, or as agreed. Where a staff member fails to give the appropriate period of notice, the University may withhold monies owing to the staff member with the maximum amount equal to the period of notice not given.
- B2.8 [Termination]** Employment of a staff member may be terminated in accordance with the notice provisions specified in A34 of this Agreement.

### **B3 FIXED-TERM APPOINTMENTS FOR PROFESSIONAL STAFF – ADDITIONAL CONDITIONS**

Additional conditions are set out in Schedule 9 of this Agreement.

### **B4 CASUAL PROFESSIONAL STAFF**

#### **B4.1 General Principles**

- B4.1.1** Casual professional staff are engaged by the hour.
- B4.1.2 [Hours of duty and duration of employment]** Casual staff members are normally employed less than full-time in any week and as a general expectation, will normally work their hours within the University's nominated span of hours.
- B4.1.3** Casual staff are engaged with no guarantee or expectation of work beyond the period of their current employment.
- B4.1.4 [Full-time staff and casual work]** Staff 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.
- B4.1.5 [Part-time staff and casual work]** A part-time continuing or fixed-term staff member 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 professional staff employee. Such an arrangement will be subject to mutual agreement and must not interfere with the staff member's substantive work requirement.
- B4.2 [Engagement]** The minimum period of engagement for a casual employee will be three (3) hours unless one of the following circumstances applies:
- B4.2.1 [Students]** Employees who are students have a minimum engagement of one (1) hour, where the work occurs on any day Monday to Friday during Orientation Week and the teaching weeks of the University, other than on public holidays. Where the student is a resident of on-campus University accommodation, the minimum period of engagement of one (1) hour will apply for any day of the week throughout the Academic Year, from

Orientation Week to the last day of the assessment period at the end of the year inclusive (other than on public holidays).

**B4.2.2 [Other primary occupation]** Employees who have a primary occupation elsewhere in the University or outside of the University have a minimum engagement of one (1) hour.

**B4.2.3 [Not required to attend a University site or a site on behalf of the University]** Employees who are not required to attend a University site or a site on behalf of the University in order to undertake the work for which they have been engaged have a minimum engagement of one (1) hour. This may include but is not limited to where a casual employee chooses to undertake the work from her or his private residence.

**B4.2.4 [Invigilators]** Employees who are invigilators for examinations have a minimum engagement of two (2) hours.

**B4.3** Casual staff working as research assistants, laboratory support, technical and animal house staff, and administrative staff in Flinders Housing (refer B9.3.3) are required to work a minimum of 152 hours within a work cycle not exceeding 28 consecutive days before payment as per B4.5.6 may apply.

**B4.4 [Termination of casual employment]** Termination of casual employment may be given by one (1) hour's notice by either party.

**B4.5 [Remuneration]**

**B4.5.1 [Basis of casual rate]** 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.

**B4.5.2** 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.

**B4.5.3 [Loading in lieu of all entitlements]** Casual staff are employed on an hourly basis and are paid a loading of 25 percent in lieu of benefits not provided to casual staff including all leave entitlements (with the exception of long service leave), penalties and loadings.

**B4.5.4 [Monday to Sunday]** Except as provided for in B4.5.5 and B4.5.6, a casual staff member will be paid her or his ordinary casual hourly rate (i.e. including the casual loading) for work performed on any day, in accordance with the rates set out in Schedule 3 of this Agreement.

**B4.5.5 [Public holidays]** In respect of work performed on any public holiday a casual staff member will be paid a penalty of 50 percent in addition to her or his normal casual hourly rate (i.e. including the casual loading).

**B4.5.6 [Overtime]** Where a casual staff member is directed to work more than eight (8) hours in any day (Monday to Friday) or where work performed on a weekend or public holiday is in excess of 38 hours within that same pay week, the rate of payment for that work will be in accordance with the following table (based on the casual hourly rate as specified in Schedule 3 of this Agreement):

Days worked	Overtime Rate
Monday – Friday	150%
Saturday	180%
Sunday	200%
Public Holiday (Mon – Sat)	250%

**B4.5.7 [Superannuation]** The employer superannuation contribution as specified in the Superannuation Guarantee Legislation will be paid, for all ordinary time casual earnings, regardless of any legislated monthly income threshold, for employees engaged in accordance with, and covered by the terms of, this Agreement.



## **B4.6 Conversion from Casual to Non-Casual Employment**

- B4.6.1 [Application]** A casual professional staff member may apply in writing to have her or his employment converted to a fixed-term or continuing appointment.
- B4.6.2 [Eligibility]** 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 School/Division either:
- B4.6.2.1** over the immediately preceding period of 12 months within which the average weekly hours worked equalled at least 50 percent of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or
  - B4.6.2.2** over the immediately preceding period of at least 24 months.
- B4.6.3** For the purposes of this clause, occasional and short-term work performed by the casual staff member in another classification, job or School/Division will not affect the staff member's eligibility for conversion if she or he would otherwise satisfy the eligibility criteria;
- B4.6.4** A staff member must not be engaged and re-engaged nor have her or his hours reduced in order to avoid any obligation under this clause.
- B4.6.5 [Refusal to convert]** The University will not unreasonably refuse an application for conversion. However, the University may refuse an application on reasonable grounds. Where an application is rejected, the reasons for the rejection will be provided to the applicant in writing.
- B4.6.6 [Conversion to non-casual appointment]** If the application is accepted, the staff member will be offered a fixed-term or continuing appointment, on either a full-time or part-time basis.
- B4.6.7 [Non-casual appointment]** 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 her or his casual appointment.

## **B5 SECURITY OFFICERS (12 HOUR SHIFT)**

- B5.1 [Application]** The provisions of this clause apply to Security Staff, including staff employed as Senior Security Officers, who work a 12-hour, seven (7) days a week shift roster.
- B5.1.2** The following clauses in this Agreement will not apply to Security Staff covered by this clause:

B7	Allowances
A26	Annual Recreation Leave
B9.6	Flexible Working Hours
B9	Hours of Duty
B12	Overtime
A22	Public Holidays and University Closure

- B5.2 [Rosters]** Security Staff will be required to work their ordinary hours in accordance with an established 12-hour shift roster or other rosters as modified by the University from time to time.
- B5.2.1** The University will ensure the appropriate management of the relief staffing roster, the taking of leave to ensure proper rest periods between shift rotations, and for dealing with absences and part shifts.

- B5.2.2** Where the University grants professional staff a 'grace' day, the equivalent time will be factored into the rostering for Security Staff to ensure that they receive the benefit equivalent to that received by other professional staff.
- B5.3** **[Annualised shift allowance]** 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 percent of the Security Staff member's actual incremental step of her/his salary scale, 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.
- B5.4** The annualised salary will be the salary for all purposes of this Agreement, including annual recreation leave and long service leave.
- B5.5** **[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 12-hour shift, will be paid at the rate of double time for those additional hours, based on the Security Staff member's total salary including shift allowance.
- B5.6** **[Additional Time]** Any additional time worked, if agreed between the Security Staff member and the University, which is not part of B5.5 above, will be paid at 150 percent of the Security Staff member's hourly rate, including shift allowance.
- B5.7** **[Recreation Leave and Leave Loading]** Each Security Staff Member bound by this clause will be entitled to five (5) weeks' recreation leave per annum and, in addition, a leave loading of 17.5 percent to be paid annually. Other aspects of Annual Recreation Leave as per A26 of this Agreement will apply.
- B6 REDEPLOYMENT OF PROFESSIONAL STAFF**
- B6.1** **[Circumstances of redeployment]** The University may institute a redeployment process under the following circumstances:
- B6.1.1** where staffing needs of areas are declining;
  - B6.1.2** to meet requirements for work-related rehabilitation programs and return to work programs; and/or
  - B6.1.3** as a last resort, to resolve matters of conflict or dispute where all other avenues of resolution have been exhausted.
- B6.2** **[Meaningful work]** The University will make every effort to provide a redeployee with meaningful work commensurate with her/his skills and classification.
- B6.3** **[Retention of existing salary during redeployment period]** A redeployee will retain her/his existing salary, classification and incremental step during the redeployment period, as defined in the relevant policy, including during any trial period.
- B6.4** **[Salary upon redeployment]** Except as provided for in the University's redundancy provisions for professional 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 appointed under this process.
- B6.5** **[Lower classification]** In exceptional circumstances, it may be necessary to place a redeployee in a position at a lower classification, subject to temporary salary maintenance provisions as outlined in the relevant policy.
- B6.6** **[Training]** During any redeployment period, the University will provide the redeployee with appropriate on-the-job or external training.
- B6.7** 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.

**B6.8 [Circumstances of declaring staff member surplus]** Where a redeployee declines a formal offer of redeployment, or is unsuccessful in seeking a position within the defined redeployment period, the University will declare that redeployee surplus. Under these circumstances, the same termination benefits will be applied, as those provided for under the voluntary redundancy provisions for professional staff.

## **B7 PROFESSIONAL STAFF ALLOWANCES**

### **B7.1 [Higher Duties Allowance]**

**B7.1.1 [Definition of 'higher position']** For the purposes of this clause, 'higher position' means a position which has a higher substantive classification than the classification of the position normally occupied by the staff member performing the higher duties.

**B7.1.2 [Eligibility]** To be eligible for a higher duties allowance, a staff member must be required to undertake the duties of a higher position for a continuous period of at least six (6) consecutive working days.

**B7.1.3 [Rate of payment]** A staff member who performs all of the duties of a higher position will receive an allowance, which will normally be equal to the difference between the staff member's substantive salary and the minimum salary applicable to the higher position. Should the difference between the staff member's substantive salary and the minimum salary of the higher position be less than three (3) percent of the staff member's substantive salary, then the amount of the allowance will be increased to three (3) percent of the staff member's substantive salary.

**B7.1.4 [Partial higher duties]** A staff member who performs only part of the duties of a higher position will receive a proportional allowance as determined by the University.

**B7.1.5 [Conditions of higher position]** Where a staff member temporarily performs the duties of a higher position, the conditions of which differ from those of the position normally occupied by the staff member, s/he will be subject to the conditions of service (excluding superannuation and invalidity) applicable to the higher position.

**B7.1.6 [Appointment to the higher position]** Where a staff member who temporarily performs the duties of a higher position is appointed to that higher position, the staff member will not suffer any reduction in remuneration, and the temporary service in the higher position will count for the purpose of determining the staff member's incremental date.

**B7.1.7 [Increment]** A staff member will be entitled to receive an increment at the higher level position when she/he has performed in the higher position for a continuous period of more than 12 months. For this purpose, continuity will not be broken by a public holiday, recreation leave, personal/carer's leave (not exceeding 15 days in any 12 month period) or other authorised absence (not exceeding six (6) days in any 12 month period) providing the staff member resumes duty in the higher position after any such absence.

**B7.1.8 [Allowance in conjunction with paid leave]** 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.

**B7.1.9** An allowance granted under these rules will be regarded as salary for all purposes.

**B7.2 [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.

### **B7.3 [Shift Allowance]**

**B7.3.1 [Payment]** A staff member who is required to undertake rostered shift work will receive an additional payment of 15 percent of the rate of remuneration provided for the classification concerned.

**B7.3.2 [Definition]** For the purposes of this clause, a shift will mean a complete rostered shift of ordinary hours commencing not earlier than 12 noon and finishing not later than 12 midnight.

### **B7.4 [On-Call Allowance]**

**B7.4.1** To maintain essential services, a professional staff member may be required to remain contactable and be available to perform extra duty outside of the University's normal span of hours (i.e. 'on-call').

**B7.4.2 [Allowance]** A staff member who is required to be on-call will be paid an on-call allowance. This allowance will be paid as a percentage of the staff member's normal hourly rate of salary for each hour on-call as follows:

Monday – Friday	7%
Saturday and Sunday	10%
Public Holiday and Rostered Day Off	15%

**B7.4.3 [Overtime]** The allowance payable applies only to the period 'on-call'. Overtime performed as a result of a call-out will be paid in accordance with the University's prevailing overtime provisions with the following exception:

**B7.4.3.1 [Minimum time payable]** will be one half-hour with the time to commence from receipt of the call and will apply for the period of work 'home to home' in cases where attendance is required.

**B7.4.4 [Definition of Salary]** A staff member's salary for the purposes of calculating an on-call allowance will include a higher duties allowance and any other allowances in the nature of salary.

**B7.4.5 [On-Call Criteria and Procedures]** The criteria and procedures for on-call will be determined from time to time in accordance with the operational needs of the University.

### **B7.5 [Camping Allowances: Field Trips]**

**B7.5.1 [Camping Allowance I]** Payable to a staff member who is required to camp on a field trip or trips where a cook is not provided.

**B7.5.2 [Camping Allowance II]** Payable to a staff member who is required to camp out for more than two (2) consecutive days or nights and moves from place to place (payable in addition to Camping Allowance I).

**B7.5.3 [Paid Accommodation]** Payable to a staff member who 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.

**B7.6 [Diving Allowance]** Payable to a staff member who is required to undertake diving duties.

### **B7.7 [Duty at Sea]**

**B7.7.1 [Duty at Sea Allowance]** Payable to a staff member who is required, as part of her/his duties, to undertake duty at sea on a vessel exceeding 120 hp. The allowance will be paid from the time the vessel leaves the wharf until it returns.

- B7.7.2 [Coxswain's Allowance]** Payable to a staff member who is required to act as a coxswain when at sea and who holds the appropriate certification.
- B7.8 [Language Allowance]** Payable to a staff member who is fluent in English and who 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:
- B7.8.1 [Language Allowance I]**
- at least one year post matriculation higher education in the language; and/or
  - National Accreditation Authority for Translators & Interpreters (NAATI) Level One accreditation and certificate.
- B7.8.2 [Language Allowance II]**
- a University major in the relevant language to second year or higher; or
  - accreditation at NAATI Level 2 or higher; or
  - demonstrated equivalent multi-language skills.
- B7.8.3 [Part-time staff]** A part-time staff member will be paid the language allowance on a pro rata basis.
- B7.9 [Industry Allowance]**
- B7.9.1 [Eligibility]** An Industry Allowance will be paid to a staff member within the Maintenance Section where the position requires the staff member:
- to hold and use a trade qualification; and
  - to operate in an autonomous and multi-skilled manner within the work area; and
  - to work in hot, dirty and cramped conditions and to use equipment and/or chemicals from time to time.
- B7.9.2 [Payment of Allowance]** Payable when 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).
- B7.10 [Plumber's Allowance]** Payable to a staff member who is a plumber and who is required to act on a Master Plumber's Certificate during the course of employment.
- B7.11 [First-Aid Coordinator's Allowance]** Payable to a staff member who is nominated as the First-Aid Coordinator for a Faculty / Portfolio. The allowance will not be payable during periods of approved leave in excess of four (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 Faculty / Portfolio.
- B7.12 [Travel Allowances]**
- B7.12.1 [Accommodation/Meals/Incidentals]** 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 in accordance with the prevailing rates published by the Australian Taxation Office .
- B7.12.2 [Mileage]** 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 her or his car at the rate per business kilometre as determined by the Australian Taxation Office from time to time.
- B7.13 [Allowance in lieu of overtime (HEO8)]**
- B7.13.1** Payable to a staff member at HEO8 level who is directed to work a significant number of hours outside the normal span of hours as defined in B9.2.

**B7.13.2 [Allowance]** The allowance will be paid as a percentage of the HEO8 Step 3 annual salary and reviewed on an annual basis.

**B7.14 [Rates]** The rates for the allowances specified in B7.5 to B7.11 are set out in Schedule 4 of this Agreement. These rates will be adjusted in accordance with the salary increases set out in A14.

**B7.15 [Annualised Salaries]** An allowance, including any resulting overtime (where relevant), will not be payable to a staff member where that staff member's salary has been annualised to include such allowance.

## **B8 PROFESSIONAL STAFF WORKING OFF-SHORE**

**B8.1 [Scope]** This clause applies to professional staff who are required to undertake duties off-shore.

**B8.2** Wherever practicable, there will be consistent treatment of professional staff across the University which also allows flexibility to suit the operational needs of the work area and specific circumstances.

**B8.3** Mechanisms to acknowledge and mitigate the disruption inherent in working off-shore may take monetary and/or non-monetary forms.

**B8.4 [Daily allowance]** The Australian Taxation Office 'reasonable' overseas travel expenses rates will be payable as a per diem without the need for acquittal.

### **B8.5 [Treatment of travel and work days]**

**B8.5.1 [Agreed in advance]** Travel, work and rest/recovery days will be agreed and recorded in advance with the staff member's supervisor.

**B8.5.2 [Standard daily hours]** For each day travelling or working off-shore, staff will not be considered to have worked more than 7.35 hours on any one (1) day.

**B8.5.3 [Weekends and public holidays]** Work off-shore or associated travel which fall on a Saturday, Sunday or Public Holiday as defined in Clause A22, will be recovered as time off in lieu at ordinary time.

**B8.5.4 [Rest/recovery days]** While working off-shore, staff members are expected to take one (1) rest day for every five (5) consecutive days' work (excluding travel days).

### **B8.6 [Additional support]**

**B8.6.1 [Reasonable expenses]** All reasonable expenses incurred by staff working off-shore will be met by the University.

**B8.6.2 [Frequent travel]** Where a staff member is regularly required to undertake two (2) or more trips off-shore each year, the University will contribute to the replacement costs of luggage and other travel equipment and to cultural development costs.

### **B8.7 [Relationship to other provisions in the Agreement]**

The provisions in this clause will prevail over any other clause in this Agreement which may otherwise apply to the extent of any inconsistency.

## **B9 HOURS OF DUTY – PROFESSIONAL STAFF**

**B9.1 [Weekly hours]** The ordinary hours of work for full-time staff members will be 36.75 hours per week.

**B9.2 [Span of hours]** The ordinary hours of duty (exclusive of unpaid meal breaks) for full-time staff members (other than shift workers and staff identified in B9.3) will be between 6.00 am and 6.00 pm, Monday to Friday.

**B9.3** Notwithstanding any other provision in this Agreement:

- B9.3.1** 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.
- B9.3.2** 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, 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.
- B9.3.3** 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.
- B9.4** The hours of duty of a part-time staff member will be those specified in that staff member's contract of employment.
- B9.5** A staff member will accurately record the actual times of commencing and ceasing work on each day, provided that this clause will not apply to any staff member as defined in B12.3 who is not entitled to payment for overtime duty.
- B9.6** **[Flexible working hours]** As part of the University's commitment to employment flexibility, professional staff may apply to participate in flexible working arrangements in accordance with the University's Flexible Working Hours Guidelines.

## **B10 BREAKS – PROFESSIONAL STAFF**

A staff member is entitled to short paid breaks during the working day, taken at a time convenient to the work area. Notwithstanding, a staff member will not be required to work for longer than five (5) hours without an unpaid meal break of not less than thirty (30) minutes.

## **B11 ANNUALISED SALARIES FOR PROFESSIONAL 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 members for annualising the salaries of those staff members.

## **B12 OVERTIME – PROFESSIONAL STAFF**

- B12.1** **[Reasonable overtime]** The University may require an eligible staff member to work reasonable overtime and to be paid in accordance with the rates specified in this clause. Notwithstanding, no employee will be required to work excessive overtime on a regular basis as part of operational requirements.
- B12.2** **[Notice of requirement to work overtime]** Wherever practicable, at least 24 hours' notice will be given to a staff member of the requirement to work overtime.
- B12.3** **[Eligibility]** A staff member who is in a position classified at Higher Education Officer Level 8 or above will not be eligible to be paid for overtime duty.
- B12.4** **[Casual Staff]** 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.

**B12.5 [Overtime - staff eligible to participate in flexitime]** Subject to B12.3, 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:

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

**B12.5.1 [Additional hours worked within span of hours]** Additional hours worked within the nominated span of hours will be recognised under the University's flexitime arrangements.

**B12.6 [Overtime - staff working fixed hours]** Subject to B12.3, a staff member who, with the approval of the Director, Human Resources, works a fixed pattern of hours (Monday to Friday) to suit the operational requirements of the work area (i.e. does not participate in flexitime), will be entitled to paid overtime where that staff member is directed to work:

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

**B12.6.1 [Additional hours worked within span of hours]** Subject to B12.6.2, any hours worked in excess of the ordinary agreed daily hours of work but within the nominated span of hours will be paid at the staff member's ordinary hourly rate of pay. An exception will be made where such staff are directed to work additional hours within the nominated span of hours to cover an unforeseen maintenance emergency in which case such staff will be paid overtime for the additional hours worked, at the rate of 150 percent.

**B12.6.2 [Work on programmed day off]** Where a staff member is required to work on a programmed day off agreed as part of the fixed work pattern, 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.

**B12.7 [Payment for overtime]** Payment for overtime worked in accordance with this clause will be made at the following rates:

**B12.7.1 [Rates based on the staff member's ordinary rate of pay]:**

Days worked	Overtime Rate
Monday – Friday (outside span of hours)	150%
Saturday (where not a public holiday)	180%
Sunday	200%
Public Holiday (Monday – Saturday)	250%

**B12.7.2 [Minimum payment]** A minimum payment as for three (3) hours worked will apply to all overtime worked on a Saturday, Sunday or Public Holiday, except for overtime worked in accordance with B7.4.3 of this Agreement.

**B12.8 [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.

**B12.9 [Time off in lieu of overtime worked]** Overtime worked in accordance with this clause may, where there is agreement between the staff member and the responsible officer, be taken as time off in lieu within three (3) months of the working of overtime. Such time off in lieu will be calculated in the manner prescribed by B12.7. If an individual is unable to take time off in lieu the University will ensure appropriate payment is made using the rates set out in B12.7.

**B12.10 [Meal break]** A staff member, other than a shift worker, who is required to continue working for two (2) hours or more after the time prescribed for ceasing ordinary hours of work, will be paid a meal allowance, as specified in Schedule 4 of this Agreement.



## **B13 PROFESSIONAL STAFF WORKLOADS**

### **B13.1 [Principles]**

**B13.1.1** A professional staff position should contain a range of responsibilities appropriate to the classification level, the resultant workload of which can be fitted normally into the ordinary hours of duty.

**B13.1.2** Workloads may fluctuate according to seasonal demand.

**B13.1.3** Staff will be consulted where new responsibilities are to be allocated.

**B13.2 [Work/life balance]** A staff member may request adjustment to workload to address work/life balance. Such requests will be subject to operational requirements of the work area.

**B13.3 [Review of Workload]** Supervisors have a responsibility to manage workload in their areas.

**B13.3.1** A supervisor may initiate a review of the workload of a staff member.

**B13.3.2** A staff member may request a review of her/his workload should she/he consider that she/he is being unreasonably expected to carry out additional duties, or over an extended period of time, the volume of duties is too great to be completed in normal working hours.

**B13.3.3** Working of excessive hours and/or the inability to clear accrued leave may indicate a need to review workload.

## **B14 PERFORMANCE REVIEW AND DEVELOPMENT – PROFESSIONAL STAFF**

**B14.1 [Framework]** The performance review and development framework for professional staff will provide the basis for assessing and developing a staff member's performance to achieve individual, work area and/or organisational goals. A key component of this framework is a formal review of a staff member's performance and any associated training and development needs.

**B14.2 [Scope]** All professional staff, other than casual staff, employed on a continuing basis or employed on a fixed-term appointment which exceeds 12 months will be required to participate in a formal review of performance.

**B14.3 [Performance review]** The formal review of performance will be conducted by the staff member's supervisor, normally on an annual basis.

**B14.4 [Performance review objectives]** will be:

- to enable the supervisor to provide feedback on performance;
- to determine work priorities, workload and performance expectations over the next review period;
- to enable the supervisor to assess performance for the purposes of incremental progression, moving to a higher classification in any linked position and recognition for outstanding performance;
- to agree on plans for taking of recreation, long service leave and any other leave;
- to identify professional training and development needs and to assess the value of training undertaken in the reporting period; and
- to review the staff member's position description/statement of duties for currency and relevance.

**B14.5 [Conduct of the review]** The formal review will be conducted in accordance with the University's Performance Review and Development procedures.

**B14.6 [Performance improvement: structured counselling]** Concerns about a staff member's performance and/or conduct should be addressed by the supervisor as soon as possible and not necessarily held over for the formal review. In the first instance, such concerns will be managed through a process of structured counselling, initiated by the supervisor. Structured counselling provides an opportunity for the staff member to attempt to resolve the concerns, within an agreed timeframe, by processes including cooperation, regular feedback and specific training/skill development. Where the concerns are resolved to the satisfaction of the supervisor, the staff member will be advised in writing.

Where structured counselling does not result in the staff member achieving sustained improvement in performance or conduct to the satisfaction of the supervisor, or where a pattern of unsatisfactory performance or conduct is evident despite related matters being addressed satisfactorily under this clause, the supervisor may proceed to apply the Disciplinary provisions of this Agreement.

**B14.7 [Casual staff]** The management of performance of casual staff will be in accordance with the University's Performance Management Guidelines for casual professional staff.

## **B15 PROFESSIONAL STAFF DEVELOPMENT FUND**

**B15.1** The University will make available a Professional Staff Development Fund of \$350,000 per annum over the life of the agreement. The amount is not cumulative from year to year.

**B15.2** The University's current Performance Review and Development Framework provides the opportunity for employees, in collaboration with their supervisor, to identify development needs and activities in relation to their immediate role and their future career with the University.

**B15.3** Access to the Professional Staff Development Fund will be based on the following criteria:

**B15.3.1** approval by the employee's immediate supervisor and the appropriate manager of the School/Division;

**B15.3.2** employment on a continuing or fixed term basis with twelve (12) months or more continuous service (not including casual service); and

**B15.3.3** relevance to the employee's current role and/or career advancement within the University.

## **B16 DISCIPLINE - PROFESSIONAL STAFF**

**B16.1 [Scope]** This clause applies to all professional staff other than those serving a probationary period and staff employed on a casual basis.

**B16.2 [Prior opportunity to remedy concerns]** Action under this clause will not normally be taken unless a staff member has been given prior opportunity to remedy concerns about performance and/or conduct under clause B14.6.

**B16.3 [Unsatisfactory work performance]** means incompetence, negligence or failure to achieve the expected standard of performance in the specified position description or statement of duties for the position held.

**B16.4 [Unsatisfactory conduct]** means:

**B16.4.1** conduct which constitutes an impediment to the satisfactory performance of the work of the staff member or other staff members in the work area;

**B16.4.2** 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;

**B16.4.3** conduct which is detrimental to the University, students, members of the public or users of the area;

**B16.4.4** action which is prejudicial to the health, welfare or safety of other staff, students or members of the public.

- B16.5 [Disciplinary action]** means action by the University to discipline a staff member for unsatisfactory work performance or unsatisfactory conduct, and may include, but is not limited to, one (1) or more of the following: formal censure, withholding of an increment, demotion and termination of employment.
- B16.6 [Written warning/s]** A staff member will normally be provided with three (3) written warnings before disciplinary action is taken. Notwithstanding, a final warning may be issued at an earlier stage, where the nature of the unsatisfactory work performance or conduct has a potential, or actual, serious and detrimental impact on the University. This may be particularly relevant, but is not restricted to, instances involving unsatisfactory conduct.
- B16.7 [Written advice]** If matters are satisfactorily resolved at any stage under B16.6, the staff member will be so advised in writing.
- B16.8 [Review by Director, Human Resources]** Where work performance or conduct concerns have not been resolved under B16.7, the supervisor will make a report to the Director, Human Resources. The Director, Human Resources will satisfy herself/himself that the appropriate procedures have been followed and determine whether to:
- B16.8.1** dismiss the matter; or
  - B16.8.2** take no further action; or
  - B16.8.3** take disciplinary action.
- B16.9 [Decision to terminate employment]** Where the Director, Human Resources determines disciplinary action in the form of termination of the staff member's employment, approval will be sought from the Vice-President (Strategic Finance and Resources) prior to the action being taken.
- B16.10 [Summary action]** 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. Termination without notice may be provided where conditions exist that are of a sufficiently serious nature with respect to unsatisfactory conduct.
- B16.11 [Termination of employment]** The University will only terminate the employment of a staff member under the relevant clauses of this Agreement.
- B16.12 [Grievance]** A grievance in relation to any decision taken under this clause may be lodged where a staff member believes there has been a serious error in the procedure followed leading to disciplinary action taken and where such disciplinary action changes the staff member's employment conditions or changes significantly the staff member's responsibilities. Where a Grievance Committee is established, it will be established under Clause A33 of this Agreement.
- B16.13 [Natural justice principles]** Action taken under this clause will be in accordance with the principles of natural justice.
- B16.14 [Procedures]** Action taken under this clause will be guided by the University's Disciplinary Procedures for Professional staff.
- B16.15 [Matters not able to be challenged]** Other than the circumstances described in B16.12 [Grievance], all intermediate steps and decisions taken in accordance with this clause or related provisions may not be challenged via any other review, appeal or dispute provision of this Agreement other than in an external court or tribunal that would be competent to deal with the matter.

## **B17 STAND DOWN OF PROFESSIONAL STAFF MEMBERS**

- B17.1** The University 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.

- B17.2** The University will only approve stand down where the University has made every reasonable effort to find alternative duties for the staff member during the period of stand down but has been unable to identify such duties.
- B17.3** During the period of stand down, the employment relationship will be deemed to be continuous.

## PART C – ACADEMIC STAFF

### C1 ACADEMIC FREEDOM

See Clause A43

### C2 EMPLOYMENT – ACADEMIC STAFF

**C2.1 [Mix of employment]** Nothing in this Agreement limits the number or proportion of staff the University may employ in a particular type of employment.

**C2.2 [Employment Types]** Types of academic staff employment may include:

**C2.2.1 [Continuing employment]** Offered for an indefinite period.

**C2.2.2 [Convertible employment]** Offered for a period of up to three years, with an option for conversion to continuing where applicable.

**C2.2.3 [Continuing contingent-funded employment]** means employment with limited term funding provided from external sources, but not funding that is part of the operating grant from government or funding comprised of payments of fees made by or on behalf of students. Such employment may be offered in accordance with Schedule 8.

**C2.2.4 [Fixed-term employment]** Offered for a specified term or ascertainable period in accordance with Schedule 9.

**C2.2.5 [Casual employment]** Offered where a person is engaged by the hour and paid on an hourly basis.

**C2.3 [Appointment fraction]** Academic appointments, other than casual, will be on a full-time or part-time basis.

**C2.4 [Part-time appointment]** is an appointment at less than full-time for which all entitlements in accordance with this Agreement are paid on a pro rata basis calculated by reference to the time-fraction defined in the contract of employment.

**C2.5 [Contract of employment]**

**C2.5.1 [All appointments other than casual]** The University will provide to each staff member (other than a casual staff member) a contract of employment which specifies the terms and conditions applying to that appointment including the classification level, commencement salary, appointment fraction, reporting relationship, length and terms of any probationary period and the broad responsibilities of the appointment. The broad responsibilities will be reflected in a relevant and current position description.

**C2.5.2 [Continuing contingent-funded appointments]** In the case of continuing contingent-funded appointments, the contract of employment will also specify the contingency upon the occurrence of which the term of the employment will expire.

**C2.5.3 [Fixed-term appointments]** In addition to C2.5.1, the contract of employment will also specify:

- the period of the appointment, with specific starting and finishing dates of employment (or in lieu of a finishing date, the circumstance(s) or contingency relating to a specific task or project upon the occurrence of which the term of the employment shall expire); and
- the circumstances of the fixed-term appointment as referred to in Schedule 9 of this Agreement.

**C2.5.4 [Casual appointments]** In the case of casual appointments, the terms and conditions of employment including start and expected end date, duties, anticipated 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 and signed by both parties prior to the staff member commencing duties.

**C2.6 [Probation]** A probationary period will normally apply to all academic appointments, excluding casual appointments, as per clause C6.

## **C2.7 [Resignation]**

**C2.7.1 [Continuing Staff]** will be required to provide the University with six (6) months' notice of intention to resign or as otherwise agreed.

**C2.7.2 [Staff on Convertible, Fixed-term and Continuing contingent-funded appointments]** will be required to provide the University with four (4) week's notice of intention to resign or as otherwise agreed.

**C2.7.3 [Insufficient notice]** Where a staff member fails to give notice in accordance with C2.7.1 and C2.7.2, the University may withhold monies owing to the staff member with the maximum amount equal to the period of notice not given.

**C2.8 [Termination]** A decision to terminate the employment of an academic staff member must be in accordance with the provisions of this Agreement.

## **C3 CONVERTIBLE APPOINTMENTS – ACADEMIC STAFF**

**C3.1 [Rationale for engagement]** The University may offer a convertible appointment where the longer-term need and/or funding for the position is uncertain because:

- an academic area of the University is undergoing or about to undergo a review or organisational change; and/or
- a new course/program/topic is being developed and implemented; or
- an existing course/program/topic is being discontinued.

**C3.2 [Duration]** The term of such an appointment will normally not exceed three (3) years.

**C3.3 [Principles for conversion]** A convertible post will be converted to a continuing appointment if there is an on-going need and secure funding for the post.

**C3.4 [Decision not to convert post]** If a post is not converted, the appointment will terminate at the end of the contract.

**C3.5 [Decision to convert post]** Where a post is converted, the incumbent of the post will be offered a continuing appointment if her/his performance is judged to be satisfactory.

**C3.6 [Procedures for assessing performance]** The probationary review process as set out in C6 will be used in assessing performance. All service in the convertible appointment will count as relevant service.

**C3.7 [Incumbent's performance is not satisfactory]** 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.

## **C4 FIXED-TERM APPOINTMENTS FOR ACADEMIC STAFF – ADDITIONAL CONDITIONS**

Additional conditions are set out in Schedule 9 of this Agreement.

## **C5 CASUAL ACADEMIC APPOINTMENTS**

**C5.1 [Rationale for engagement]** 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.

**C5.2 [Descriptors and Rates of Pay]** The rate of pay includes a loading in lieu of benefits not provided to casual staff including all leave entitlements (with the exception of long service

leave). Rates applicable to casual academic work and the relevant descriptors are set out in Schedule 7 of this Agreement.

**C5.3 [Casual work undertaken by non-casual employees]** An employee in a fixed-term, convertible or continuing appointment (whether full- or part-time) may engage in additional work as a casual employee subject to:

**C5.3.1** the work being unrelated to, or identifiably separate from, the employee's normal duties; and

**C5.3.2** the employee not being eligible for payment for that portion of their total work which exceeds the equivalent of a full-time appointment.

**C5.4 [Superannuation]** The employer superannuation contribution as specified in the Superannuation Guarantee Legislation will be paid for all ordinary time casual earnings, regardless of any legislated monthly income threshold, for employees engaged in accordance with, and covered by the terms of, this Agreement.

## **C6 PROBATION FOR ACADEMIC STAFF**

**C6.1 [Probationary Period]** A staff member, other than a casual, will normally be required to serve a probationary period at the commencement of employment.

**[Length]** The length of the probationary period will differ according to the type and duration of academic appointment and to the nature of the position and, subject to the grant of any extension pursuant to clause C6.6, will not exceed the following:

<b>Type and duration of appointment</b>	<b>Probationary Period</b>
Fixed-term appointments up to and including 12 months	Up to 3 months
Fixed-term appointments more than 12 months	Up to 6 months
Scholarly Fellow Academic Appointment	Up to 24 Months
Convertible appointments	Up to 24 months
Continuing appointments	Up to 24 months

**C6.2 [Second or subsequent appointment]** A probationary period will not normally apply to a second or subsequent appointment to the University unless the second or subsequent appointment is significantly different in duties and/or classification level from the original appointment.

**C6.3 [Authorising Officer]** For the purposes of this clause, the authorising officer will be as follows:

- Staff in fixed-term positions: the staff member's supervisor;
- Staff in convertible and continuing appointments: the relevant Executive Dean.

**C6.4 [Supervisor support]** During a probationary period, the University will ensure, through the designated supervisor, that appropriate feedback, support and training opportunities are provided to the staff member.

**C6.5 [Confirmation of employment]** Confirmation of employment at the end of the probationary period will be subject to the authorising officer being satisfied, as of the time of consideration of the matter, that the staff member:

- has met the qualification base of, and has demonstrated satisfactory performance relative to the Academic Profile for the staff member's level of appointment, taking into account what may be expected, given her/his years of service; and
- has completed relevant orientation and induction training within the probationary period, unless agreed otherwise.

Poor performance in teaching or research may provide grounds for not confirming employment, notwithstanding satisfactory performance in other areas. Before determining

that an appointment not be confirmed, the authorising officer will provide the staff member a reasonable opportunity to respond to concerns about her/his performance and/or conduct.

- C6.6 [Extension of probationary period]** There will be no extension to a probationary period for fixed-term appointments. In the case of convertible appointments and continuing appointments, if the authorising officer is of the opinion both that the requirements for confirmation of employment have not been satisfied but that they are capable of being satisfied within a further period of up to 12 months from the initial date of expiry of the probationary period, the authorising officer may, once only, extend the probationary period of the staff member concerned by a maximum of 12 months from the initial date of expiry. Notwithstanding the preceding, the probationary period of a staff member in a convertible post will not be extended beyond the expiry of the period of the convertible post to which she or he was appointed.
- C6.7 [Effect of promotion on probation]** A staff member who is promoted during a period of probation in a continuing appointment will have her/his continuing appointment confirmed from the date of effect of the promotion. A staff member who is promoted during a period of probation in a convertible post, and whose post is subsequently assessed by the Faculty / Portfolio to be continuing will have the continuing appointment confirmed from the date the convertible post was deemed by the Faculty / Portfolio to be continuing or from the date of promotion, whichever is the later.
- C6.8 [Non-confirmation of employment – review]**
- C6.8.1 [Right of review for staff in convertible and continuing posts]** A staff member in a convertible or continuing post, whose employment has not been confirmed has a right to seek a review, if and only if the authorising officer has not confirmed the employment in accordance with C6.5 and has not extended the probationary period in accordance with C6.6, or, having extended the probationary period, has not confirmed the appointment at the end of the extended probationary period.
- C6.8.2 [Timeline for application for review]** No review in accordance with C6.8.1 will be undertaken unless the staff member:
- C6.8.2.1** within five (5) working days of being formally notified of the determination giving rise to the right of review, gives written notice of the intention to seek such a review; and
- C6.8.2.2** within 10 working days of being formally notified of that determination, lodges her/his written case for review;
- in both instances with the Director, Human Resources.
- C6.8.3 [Review Committee]** The review will be undertaken by a Review Committee constituted in accordance with clause A33 which will make a recommendation to the Vice-Chancellor within the following terms of reference:
- (a) to consider (i) the material that was before the authorising officer and (ii) the staff member's representations, if any, concerning the circumstances surrounding the decision-making process;
- (b) to report to the Vice-Chancellor on whether or not the decision of the authorising officer (i) is substantiated or (ii) substantially miscarried as a result of serious defect in the decision-making process or evidence that the staff member was discriminated against (being discrimination as defined under the University's Equal Opportunity Policy); and
- (c) to make one of the following recommendations to the Vice-Chancellor:
- C6.8.3.1** that the employment of the staff member be not confirmed; or
- C6.8.3.2** that the probationary period of the staff member be extended by up to 12 months (but in the case of a convertible post, not extending beyond the expiry of the period of the post), provided the staff member concerned has not previously had her or his probationary period extended, and the Review



Committee is of the opinion that that the requirements for confirmation of employment are capable of being met within such further period; or

**C6.8.3.3** that the employment of the staff member be confirmed.

**C6.8.4 [Determination by the Vice-Chancellor]** The Vice-Chancellor will consider the report of the Review Committee and, on its basis together with the relevant criteria for confirmation of appointment, make a written determination which, if adverse to the staff member, will contain written reasons. The Vice-Chancellor's decision will be final.

**C6.9 [Termination of employment during the probationary period]** Subject only to C6.10.2 and C6.10.3, nothing in this clause prevents the University:

**C6.9.1** terminating the employment of a staff member on probation in a fixed-term appointment.

**C6.9.2** terminating the employment of a staff member in a convertible or continuing appointment during the first six (6) months of a probationary period.

**C6.10 [Notice]**

**C6.10.1** In the case of non-confirmation of employment, the University will provide four (4) weeks' notice for staff in either fixed-term or convertible appointments, and 17 weeks' notice for staff in continuing appointments. The notice period will commence from the date the staff member is formally notified of the authorising officer's determination not to confirm the employment, but time will be suspended pending the determination of any review initiated in accordance with C6.8.

**C6.10.2** In the case of termination of employment pursuant to C6.9, the University will provide four (4) weeks' notice for staff in either fixed-term or convertible appointments, and 13 weeks' notice for staff in continuing appointments.

**C6.10.3** In all instances where notice is required under this clause, the University reserves the right to provide payment in lieu of such notice.

**C7 OUTSIDE STUDIES SCHEME**

**C7.1 [Purpose of scheme]** In line with its strategic plan, the University is committed to providing staff with opportunities to carry out sustained scholarly activity or gain professional experience outside the University, in order to maintain and enhance the quality of its teaching and research, and the international profile of the University.

**C7.2 Eligibility**

**C7.2.1** All members of the University's academic staff occupying posts with an appointment fraction of 0.4 and above (excluding casual staff) are eligible to accrue qualifying service for an Outside Studies Program (OSP), provided that:

**C7.2.1.1** staff on probationary periods (including those occupying convertible appointments) will not normally be eligible to take an initial program until their appointments have been confirmed on a continuing basis;

**C7.2.1.2** staff on fixed-term contracts must normally serve three (3) continuous years with the University before being eligible to take an initial program;

**C7.2.1.3** notwithstanding C7.2.1.1 and C7.2.1.2, a staff member must also have an appointment of sufficient length to allow her/him to return to the University for a period equal to twice the length of the approved program or a period of six (6) months, whichever is the lesser;

**C7.2.1.4** an OSP will not normally be granted to a staff member in the year in which s/he is due to retire, or for the period between notice of resignation being

given and the effective date of resignation, unless the requirements of C7.2.1.3 can be met and substantial benefits to the Faculty / Portfolio / University can be demonstrated.

**C7.2.1.5** Research-only staff are not eligible for OSP under this clause.

**C7.2.2** Although a staff member may be eligible to apply to undertake an OSP, no applicant has a right to take a program, and the University has no obligation to grant the application.

**C7.3** **[Basis of approval]** The essential, but not exclusive, conditions for approval of a program are that it will bring significant benefits to the Faculty / Portfolio /University, and that appropriate arrangements have been made to maintain teaching, examining and administrative responsibilities.

**C7.4** **[Transferability of Service]** Prior continuous paid service with other Australian higher education institutions will continue to be recognised as qualifying service for the purposes of the University's Outside Studies Scheme, in accordance with the rules of that Scheme.

**C7.5** **[All other matters]** relating to OSP will be as set out in the applicable University policies as they exist from time to time.

## **C8 OFF-SHORE TEACHING**

**C8.1** Off-shore activities will usually be considered to be within normal academic workloads.

**C8.2** Wherever practicable there will be consistent treatment of staff across the University which also allows flexibility to suit individual circumstances and operational needs.

**C8.3** Inability to participate in off-shore programs should not affect a staff member's position at the University, unless participation in such programs is part of the agreed job specification.

**C8.4** **[Remuneration]** All staff undertaking approved off-shore teaching activities will receive an allowance for each day worked in addition to normal salary, subject to clause C8.6. This daily allowance will be paid at a rate per day equivalent to the L2 rate applicable to casual academic staff as prescribed in this Agreement.

**C8.5** The University will approve payment additional to that specified in clause C8.4 in exceptional cases where a full campus-based workload is maintained in addition to undertaking off-shore activities, subject to clause C8.6.

**C8.6** Travel days will not attract any additional remuneration under clauses C8.4 and C8.5.

**C8.7** The Australian Taxation Office 'reasonable' overseas travel expenses rates will be payable as a per diem without the need for acquittal.

**C8.8** Additional expenses related to a staff member's travel overseas for the purpose of course delivery will be reimbursed where established and agreed by the Executive Dean prior to departure.

**C8.9** The University's expectation is that off-shore teaching will, in the majority of cases, be undertaken by staff in continuing/convertible/fixed-term appointments. Where a casual academic staff member undertakes off-shore teaching, notwithstanding C8.6, the casual academic staff member will be remunerated for seven (7) hours per travel day at the OD1 rate as prescribed by this Agreement.

## **C9 CLINICAL LOADINGS**

**C9.1** **[Criteria]** Salary loadings for clinical responsibilities are payable to medically qualified members of the academic staff in the School of Medicine in accordance with this clause.

**C9.2** **[Exclusion]** A medically qualified staff member whose qualifications are not registered in the State/Territory of employment will not be eligible for a clinical loading.

**C9.3 [Amounts of Clinical Loadings]** Schedule 6 of this Agreement sets out the relevant criteria and rates for clinical loadings. Clinical loadings are superannuable.

## **C10 ACADEMIC WORKLOADS**

**C10.1 [General principles]** The University and its staff recognise the importance of a balance between working life and family/social responsibilities. Academic staff members and their supervisors will use their best endeavours to ensure that academic workloads are equitable, transparent and manageable.

**C10.1.1** The workload distribution of an individual academic will be determined in accordance with the workload measurement and allocation scheme developed by the relevant School, in consultation with staff, consistent with the Academic Workload Equalisation Principles.

**C10.1.2** In general terms, there is an expectation that a full-time academic would be able to undertake her or his workload in 1725 hours per year (this figure incorporates an adjustment for four (4) weeks' annual leave and 10 public holidays).

**C10.1.3** If, during the life of this Agreement, the average workload increases for a particular School, as indicated in the formula for that School, the Dean of the School, in consultation with the Executive Dean and staff of the School will:

- analyse the reasons for the increase in workload; and
- implement suitable amelioration strategies such as examining staffing levels, teaching practices and/or programs.

**C10.1.4** 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 commitment to quality in teaching and research.

## **C10.2 [Academic Workload Equalisation Principles]**

**C10.2.1** There is a generic approach in the University to academic workloads which requires schools to develop workload measurement and allocation schemes that are inclusive of all workload associated with the Academic Profiles, transparent to staff and efficient to administer.

**C10.2.2** Aggregated measures of workload will be used in each of the four categories identified in the Academic Profiles: teaching, research and creative activity, administration (including service to the University) and professional performance (including service to the community). These categories are to be recognised as the basic components of the measured workload of academic staff. It is intended that an academic staff member's workload will comprise an appropriate mix of these components, taking account of the diversity of academic roles.

**C10.2.3** Workload relative weightings for these components will take account of the priorities for each School and the way in which the School is funded or generates income.

To provide clarity, it is recognised that:

- Workload allocations for research and creative activity will have regard to the diversity of academic roles, the University's strategic priorities, a School's operational requirements and performance standards for research and creative activity. The workload model will take into account previous research performance, and will provide appropriate opportunity for research and creative activity. Research and creative activity outputs may be benchmarked to those in comparable discipline areas in other universities. Expected outputs will be reasonable and appropriate for the level of academic appointment and role.

- As teaching activities may vary across schools and academic groups, the aggregated measure of activities should encompass but not be limited to:
  - Preparation of teaching materials for all modes of delivery;
  - Delivery of teaching materials in all modes for undergraduate, honours and postgraduate coursework programs;
  - Supervision of undergraduate, honours and postgraduate coursework projects;
  - Preparing, marking and moderation of student assessment;
  - Student consultation related to learning.
- For the purpose of the administration of workload schemes, certain activities may be considered to be either of two areas of activity:
  - Topic and course co-ordination and administration, including the supervision of casual academic staff, may be considered either as teaching or as administration/service to the University.
  - Research Higher Degree supervision and coordination may be considered either as research/creative activity or teaching.

A School workload model may in the first instance determine in which area such activities are placed. This determination will not have any consequential impact on the appropriate mix of other workload components, which will be consonant with each individual staff member's academic role. If a School model stipulates that an activity may be placed in either area, the determination will be agreed between the staff member and his or her supervisor.

- C10.2.4** The operation of the agreed workload formula within each School will be consistently applied across all academic levels (A-E).
- C10.2.5** In order to calculate the total workload of each individual, each School will decide on a single basic unit of measurement or some other method of measuring staff members' activities across the areas.
- C10.2.6** Staff within each School, irrespective of level, are expected to have approximately the same overall total workload (quantitatively) while allowing for the distribution of total workload across the academic areas to vary between individuals.
- C10.2.7** In determining each annual workload, some account should be taken of individuals' workloads in previous and possibly future years.
- C10.2.8** Where individuals have the capacity to earn additional external income from academic-related activities (e.g. consultancy), there should be provision for a potential transfer of such income from these individuals to the School to compensate for teaching (or other activities) not being performed by them, subject to the approval of the Dean of the School.
- C10.2.9** The target workload expected of an academic staff member in any given year should be reduced on a pro rata basis to take account of approved periods of leave taken in that year. In this context, the University's working year should be taken as consisting of 46 weeks (this figure incorporates an adjustment for 4 weeks' annual leave and 10 public holidays).
- C10.2.10** The workload scheme within each School will be developed and applied by the Dean of the School in consultation with all staff and each of the schemes will be approved by the Executive Dean as being consistent with the above principles.
- C10.2.11** Deans of Schools will distribute each year to all academic members of their School a document setting out the details of the scheme referred to in clause C10.2.10 and the workload allocations for all of the academic staff within the School.
- C10.2.12** Deans of Schools will forward each year to their Executive Dean and the Deputy Vice-Chancellor (Academic) a document setting out the details of the scheme

referred to in clause C10.2.10, details of the consultation process and the workload allocations for all of the staff within the School.

**C10.2.13** Where a staff member feels aggrieved about the application of the workload allocation scheme in respect of her or his own workload, the staff member should raise her or his concern with the Dean of the School in the first instance. If the matter is not resolved following consultation with the Dean of the School, the staff member should refer the matter to the Executive Dean.

## **C11 ACADEMIC STAFF PERFORMANCE REVIEW**

**C11.1** All academic staff (other than casual staff) will be required to undertake a performance review, normally on an annual basis, in accordance with the Academic Staff Performance Review Scheme.

**C11.2** The Academic Staff Performance Review Scheme is designed to review regularly the performance and the professional development of staff. There are separate procedures for reviewing and investigating in a formal manner unsatisfactory performance and misconduct, and these procedures are set out elsewhere in this Agreement.

The objectives of the Scheme are to:

- assist staff to develop academically and professionally and to provide them with reliable information on the University's expectation of performance;
- assist the University and staff jointly to plan the work of staff to achieve desired goals; and
- assist supervisors in monitoring and assessing a staff member's performance.

**C11.3** Documentation completed in the course of performance reviews will be collected and held in a manner consistent with the confidentiality and reporting provisions of the Scheme as at the time of certification of this Agreement.

**C11.4** The performance of casual staff will be reviewed in accordance with the Performance Management Guidelines for Casual Academic Staff (Part-Time Teachers).

## **C12 ACADEMIC PROFILES**

**C12.1** There is an Academic Profile for each of the five (5) defined levels of academic appointment – Levels A to E. There are Academic Profiles for appointments in Yunggoorendi at Levels A to D.

**C12.2** Each Academic Profile includes the range of activities in which a staff member could be expected to be involved and the qualifications normally required of a staff member.

**C12.3** Academic Profiles provide the basis for the management of performance of academic staff including performance reviews, incremental progression, probation, promotion and recognition of exceptional performance.

**C12.4** The Academic Profiles were developed from the Position Classification Standards, which were then replaced by the Minimum Standards for Academic Levels (MSALs). The MSALs are set out in Schedule 11 to this Agreement.

## **C13 ACADEMIC PROMOTION**

**C13.1** **[Applications for promotion]** will be determined objectively on the basis of academic merit. Evaluation of academic merit in this context involves the deliberative input of academic judgement as a significant element, the primary vehicle for which will be an appropriately constituted committee which is independent of the academic supervision of those applying for promotion. Further, evaluation of academic merit will take account of clause C12 and, in particular, the expectations specified in the Academic Profiles for the level to which promotion is sought, giving due consideration to achievements demonstrated within the areas covered by the Profiles.

- C13.2 [Eligibility to apply for promotion]** All academic staff, other than casual staff, are eligible to apply for promotion except that for staff employed on a fixed-term basis, the cumulative term of appointment must be at least three (3) years.
- C13.3 [Appeals]** A member of the academic staff whose application for promotion is unsuccessful has a right to appeal the decision on grounds limited to alleging that the decision substantially miscarried as a result either of serious defect in the decision-making process or evidence that the applicant was discriminated against (being discrimination as defined under the University's Equal Opportunity policy). Any appeal will be to an Appeal Committee constituted in accordance with clause A33.
- C13.4 [Promotions committees]** The composition of the promotions committees for applications to levels B to E and the composition of the Promotions and Academic Appointment Review Committee will provide for the President of the Flinders Branch of the NTEU (or nominee) to be a non-voting member.
- C13.5 [All other matters]** relating to the promotion of academic staff, will be as set out in the applicable University policies as they exist from time to time.

**C14 ACADEMIC DISCIPLINE: UNSATISFACTORY PERFORMANCE AND MISCONDUCT / SERIOUS MISCONDUCT**

- C14.1 [Scope]** This clause applies to all academic staff except those serving a probationary period and staff employed on a casual basis.
- C14.2 [Prior opportunity to remedy concerns]** The supervisor will normally deal with a case of less than satisfactory performance or conduct in the first instance. Action under this clause will not normally be undertaken unless:
- C14.2.1** in the case of performance, the staff member has been provided with a reasonable opportunity to understand the University's expectation of performance as described in the relevant Academic Profile; and
  - C14.2.2** the staff member has been afforded reasonable opportunity and support to respond to and remedy concerns about performance and/or conduct; and
  - C14.2.3** the supervisor determines that despite reasonable efforts to remedy concerns, the staff member's performance and/or conduct continues to be unsatisfactory; and
  - C14.2.4** the supervisor makes a formal report to the Executive Dean; and
  - C14.2.5** the Executive Dean, having given due consideration to the report and any response from the staff member, determines that disciplinary action is warranted.
- C14.3** Notwithstanding C14.2, the Executive Dean may deal with an allegation of misconduct or serious misconduct in the first instance under this clause should special circumstances warrant. The staff member will be afforded reasonable opportunity to respond to the allegation prior to any action under C14.7.
- C14.4** Disciplinary action should be used as a last resort and may only be taken in accordance with this clause.
- C14.5 [Definitions]**
- ['Misconduct']** means:
- 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 her or his duties;
  - conduct or behaviour which is inconsistent with an employee's obligations to the employer, as specified in A8 of this Agreement; or
  - dereliction of the duties required of an academic office.

**['Serious misconduct']** means:

- 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;
- serious dereliction of the duties required of an academic office, or
- conviction by a court of an offence which constitutes a serious impediment of the kind referred to above.

**['Level 1 disciplinary action']** means:

- censuring the staff member; and/or
- 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.

**['Level 2 disciplinary action']** means disciplinary action including:

- demoting the staff member by one (1) or more salary steps and/or by one (1) classification level;
- suspending the staff member with pay;
- withholding of an increment;
- removing certain administrative duties and responsibilities which involve the payment of an allowance; or
- terminating the staff member's employment.

**C14.6 [Disciplinary action in accordance with clause]** Subject to C14.1, disciplinary action may only be taken in accordance with the provisions of this clause.

**C14.7 [Action by Executive Dean following determination]**

Where, in accordance with C14.2 or C14.3, the Executive Dean has determined that disciplinary action be undertaken, she/he may:

**C14.7.1 ['Level 1' disciplinary action]** determine that 'Level 1' disciplinary action be taken, as provided for in clause C14.5. This determination is final. The staff member will have an opportunity to provide a written statement, for placing on file with the University's formal advice about the disciplinary action.

**C14.7.2 ['Level 2' disciplinary action]** recommend to the Deputy Vice-Chancellor (Academic) that she/he take 'Level 2' disciplinary action, as provided for in clause C14.5.

**C14.8 [Opportunity for staff member to respond to 'Level 2' disciplinary action recommendation to Deputy Vice-Chancellor (Academic)]** The staff member will be entitled to provide a written response to the Executive Dean's report within 10 working days.

**C14.9 [Investigative Officer]** Where a matter has been referred to the Deputy Vice-Chancellor (Academic), she/he will appoint an Investigative Officer to investigate the matter, prior to making a determination under C14.10. The Investigative Officer will make a written report of the investigation.

**C14.10 [Deputy Vice-Chancellor (Academic)'s determination]** will have regard to the Investigative Officer's report, the Executive Dean's report and recommendation, and any written or verbal response from the staff member. The Deputy Vice-Chancellor (Academic) may:

**C14.10.1** 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 Deputy Vice-Chancellor (Academic) may publish the advice in an appropriate manner; or

**C14.10.2** take a 'Level 1' disciplinary action (in which case the decision will be final); or

**C14.10.3** take a 'Level 2' disciplinary action.

**C14.11 [Date of effect of ‘Level 2’ disciplinary action]** The decision will take effect no earlier than five (5) working days from the date of written advice from the Deputy Vice-Chancellor (Academic).

**C14.12 [Termination of employment]** may occur:

- on the grounds of unsatisfactory performance, where the staff member has previously received a written warning that further unsatisfactory performance may lead to termination of employment; or
- on the grounds of unsatisfactory conduct, where the Deputy Vice-Chancellor (Academic) determines that the conduct of the staff member amounts to serious misconduct.

**C14.13 [Review of Decision]** A staff member may seek a review of a decision by the Deputy Vice-Chancellor (Academic) to take ‘Level 2’ disciplinary action, in which case the matter will be referred to a Discipline Review Committee.

**C14.14 [Disciplinary action suspended for duration of review]** A ‘Level 2’ disciplinary action will not take effect prior to the conclusion of the review proceedings. However, in cases of alleged misconduct/serious misconduct, the Deputy Vice-Chancellor (Academic) may suspend the staff member for the duration of the review proceedings, in accordance with clause C15.

**C14.15 [Discipline Review Committee composition]** will be in accordance with clause A33 of this Agreement.

**C14.16 [Terms of Reference]** are to report to the Vice-Chancellor on whether:

- the allegation of unsatisfactory performance, misconduct or serious misconduct has been substantiated;
- the procedures in this clause have been followed;
- there are any mitigating circumstances not already raised for consideration by the Deputy Vice-Chancellor (Academic); and
- whether, having regard to the above, the proposed disciplinary action is commensurate with the level of unsatisfactory performance, misconduct or serious misconduct.

**C14.17 [Vice-Chancellor’s determination]** The Vice-Chancellor will consider any matters raised by the report of the Discipline 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. The Vice-Chancellor will provide her/his decision in writing.

**C14.18 [No further action]** The steps and decisions taken under this clause (subject to consideration by the Discipline Review Committee) may not be challenged via any one or more of the disputes, grievance or review processes of the University.

**C14.19 [Research Misconduct]** Where an allegation of Research Misconduct has been made, the following additional provisions apply:

**C14.19.1** For the purposes of this clause Research Misconduct means:

- fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research;
- failure to declare or manage a serious conflict of interest;
- avoidable failure to follow research proposals as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment;
- the willful concealment or facilitation of research misconduct by others.

A complaint or allegation relates to research misconduct if it involves both intent and deliberation, recklessness or gross and persistent negligence; and serious consequences, such as false information on the public record, or adverse effects on research participants, animals or the environment.



**C14.19.2** The Vice-Chancellor may determine, at her/his absolute discretion, that an investigation and/or review concerning allegations of research misconduct requires specialised knowledge about the area of research and expertise in the conduct of research. This means that

- (a) a matter for investigation under clause C14.9 may be referred to a small panel of investigative officers of no more than three (3) persons, as determined by the Deputy Vice-Chancellor (Academic) in place of an “Investigative Officer”.
- (b) the composition of a Discipline Review Committee under clause C14.15 may be augmented by up to two (2) persons (so there may be a maximum of five (5) members). Where additional members are required, these will be agreed with the Flinders President of the NTEU.
- (c) a Chair who has expertise in the conduct of a research investigation, or in the conduct of tribunals of fact, and/or is a subject expert in relation to the matter under investigation may be appointed in place of the Chair appointment under clause C14.15. Such a Chair may be appointed by the Vice-Chancellor or delegate, having conferred with the Flinders Branch President of the NTEU and agreed on an acceptable Chair.

**C14.19.3** Research Misconduct shall be dealt with in accordance with this Clause as either misconduct or serious misconduct except for variations provided for under clause C14.19.

**C14.19.4** Where the allegations of research misconduct appear to involve action in concert between employees of more than one employer, the Vice-Chancellor, the NTEU and the CEOs of the other employers may agree to the conduct of a joint independent investigation and review process, governed by provisions which are to be agreed in writing. Should this occur, the provisions as agreed in writing shall apply in substitution for the provisions set out in this Agreement.

**C14.19.5** If in the future the University is required to further comply with the procedures for dealing with allegations of misconduct or serious misconduct in research as set out in Part B of the Australian Code for the Responsible Conduct of Research, then the University will discuss this requirement with the NTEU.

## **C15 SUSPENSION IN THE CASE OF ALLEGED MISCONDUCT OR SERIOUS MISCONDUCT – ACADEMIC STAFF**

**C15.1** 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.

**C15.2** 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 *Fair Work Act* such that it would be unreasonable to require the University to continue the employment during a period of notice.

**C15.3** The following conditions will apply to a suspension:

**C15.3.1** 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;

**C15.3.2** 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;

**C15.3.3** the Executive Dean may at any time direct that salary be paid on the grounds of hardship; and

**C15.3.4** 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.

**C15.4** During any period of suspension, the staff member may be excluded from the University, provided that she or he will be permitted reasonable access to the University for the preparation of her or his case and to collect personal property.

**C15.5** 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, Deputy Vice-Chancellor (Academic) or Vice-Chancellor) in her or his discretion not to dismiss or impose another penalty will not be construed as an admission that there was no conduct justifying suspension without pay.

## **C16 CONVERSION FROM ACADEMIC CASUAL TO SESSIONAL FIXED-TERM EMPLOYMENT**

**C16.1 [Rationale for engagement]** The University may convert the employment of an eligible casual academic staff member to a Sessional Fixed-Term Appointment where, for a defined period, there is both a need and secure funding for the Sessional Fixed-Term post.

**C16.2 [Eligibility]** An eligible casual academic staff member will:

- have been employed as a casual staff member, normally in the same area, for at least one (1) semester in each of the preceding two (2) years; and
- have been assessed as at least satisfactory against the University's *Performance Management Guidelines for Casual Academic Staff (Part-Time Teachers)*; and
- have demonstrated the ability to meet the requirements of the fixed-term position.

**C16.3 [Duties, fraction and level of appointment]** The appointment fraction and academic level of the Sessional Fixed-Term position will reflect the requirements of that position. It is expected that in most cases, the fraction will be similar to the hours worked in the previous casual employment, and will include work such as educational delivery, marking, administration, class contact and associated work. Conversion will not normally be to a classification higher than Academic Level B.

**C16.4 [Duration]** Each Sessional Fixed-Term Appointment, and any subsequent Sessional Fixed-Term Appointment, will be for not less than six (6) months and will not exceed two (2) years.

## **C17 OVERSEAS CONFERENCE SCHEME**

**C17.1 [Purpose of scheme]** The purpose of the Overseas Conference Scheme (OCS) is to assist members of staff who are invited to make substantial contributions to overseas conferences of significant importance.

**C17.2 [Eligibility]** All members of the University's academic staff appointed for one (1) year or more with an appointment fraction of 0.4 and above are eligible to apply for financial support in the form of a contribution to travel expenses.

**C17.3 [All other matters]** relating to OCS will be as set out in the applicable University policies as they exist from time to time.

## **C18 SCHOLARLY FELLOW ACADEMIC APPOINTMENT**

**C18.1 [Rationale for engagement]** A Scholarly Fellow academic appointment is a new category of employment that provides academic career development opportunities and increased job security for eligible applicants. It is intended that the role will encompass elements of teaching and teaching related duties that would otherwise have been performed by casual staff. This clause enables the University to offer a Scholarly Fellow academic appointment where there is an opportunity to provide an academic pathway for the incumbent, longer term funding and a need within the school.

- C18.2 [Eligibility]** An applicant for a Scholarly Fellow academic appointment must have at least one year's academic employment experience in an Australian university (excluding a person who has held a continuing academic appointment).
- C18.3 [Recruitment]** Appointments will be made on an open, merit-based selection basis.
- C18.4 [Level of appointment]** Appointments will be at Level A or B, depending on qualifications and academic track record, in accordance with the relevant academic profile.
- C18.5 [Academic role]** Appointments may be either education-focused or balanced academic role, depending on the needs of the school/faculty or area/portfolio.
- C18.6 [Probation]** will be normally for a period of up to 24 months, as provided for in clause C6.
- C18.7 [Appointment type and duration]** Scholarly Fellow academic appointments may be offered on a convertible basis, subject to the terms of this clause.
- C18.8 [Convertible appointment]** Over the life of the Agreement the University will offer at least 10 Scholarly Fellow academic appointments as convertible appointments. Such appointments will not normally exceed three (3) years and will be converted to continuing at the University's discretion, having regard to:
- there being an ongoing need and secure funding that would justify the post being made continuing; and
  - the incumbent's performance being judged to be satisfactory. The procedures for assessing performance will be the probationary review process.

If the staff member's appointment is converted, he/she will no longer be a Scholarly Fellow.

- C18.9 [Promotion]** A Scholarly Fellow may apply for promotion in accordance with the relevant promotion policy following successful completion of his/her probationary period.

## SIGNATORIES

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Signed: \_\_\_\_\_ Professor Michael N Barber  
Vice-Chancellor and President

In the presence of: \_\_\_\_\_ Flinders University  
Bedford Park  
SA 5042

Dated: \_\_\_\_\_

*The authority of the Vice-Chancellor to sign a workplace agreement arises from the Flinders University of South Australia Act 1966, 16 (1a): The Vice-Chancellor is the principal academic and chief executive officer of the University and is responsible to the Council for the academic standards, management and administration of the University.*

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Signed: \_\_\_\_\_ Mr Peter Bauer  
Regional Secretary

In the presence of: \_\_\_\_\_ Automotive, Food, Metals,  
Engineering, Printing and Kindred  
Industries Union  
Level 1  
229 Greenhill Road  
Dulwich SA 5065

Dated: \_\_\_\_\_

*The authority of the Regional Secretary to sign a workplace agreement arises from AMWU Rule 26 Powers of the State Council and as outlined in AMWU Rule 52.13 Duties of State Officials.*

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Signed: \_\_\_\_\_ Ms Jan McMahon  
Branch Secretary

In the presence of: \_\_\_\_\_ Community and Public Sector Union  
(SPSF) SA Branch  
122 Pirie Street  
Adelaide SA 5000

Dated: \_\_\_\_\_

*The authority of the Branch Secretary to sign a workplace agreement arises from the registered rules of the CPSU (SPSF), specifically Rule 23 a (x)*

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Signed: \_\_\_\_\_

Mr Grahame McCulloch  
General Secretary

In the presence of: \_\_\_\_\_

National Tertiary Education Industry  
Union  
PO Box 1323  
South Melbourne Vic 3205

Dated: \_\_\_\_\_

*The authority of the General Secretary to sign a workplace agreement arises from the registered rules of the NTEU, specifically Rule 21.*

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**SCHEDULE 1 SALARY RATES FOR FULL-TIME PROFESSIONAL STAFF**

Level	Step	12-Jul-14 Salary pa (\$) 3.0% increase	11-Jul-15 Salary pa (\$) 3.0% increase	09-Jul-16 Salary pa (\$) 3.0% increase	08-Jul-17 Salary pa (\$) 3.0% increase
HEO1	01	41,999	43,259	44,557	45,894
	02	42,954	44,243	45,570	46,937
	03	43,908	45,225	46,582	47,979
HEO2	01	45,132	46,486	47,881	49,317
	02	46,081	47,463	48,887	50,354
	03	47,503	48,928	50,396	51,908
	04	48,455	49,909	51,406	52,948
HEO3	01	49,657	51,147	52,681	54,261
	02	51,080	52,612	54,190	55,816
	03	52,499	54,074	55,696	57,367
	04	53,914	55,531	57,197	58,913
HEO4	01	55,126	56,780	58,483	60,237
	02	56,071	57,753	59,486	61,271
	03	57,012	58,722	60,484	62,299
	04	57,953	59,692	61,483	63,327
	05	59,602	61,390	63,232	65,129
HEO5	01	61,458	63,302	65,201	67,157
	02	63,102	64,995	66,945	68,953
	03	64,745	66,678	68,688	70,749
	04	66,386	68,378	70,429	72,542
	05	68,023	70,064	72,166	74,331
HEO6	01	68,840	70,905	73,032	75,223
	02	70,011	72,111	74,274	76,502
	03	71,182	73,317	75,517	77,783
	04	72,352	74,523	76,759	79,062
	05	73,522	75,728	78,000	80,340
HEO7	01	74,930	77,178	79,493	81,878
	02	76,800	79,104	81,477	83,921
	03	78,674	81,034	83,465	85,969
	04	80,551	82,968	85,457	88,021
	05	83,146	85,640	88,209	90,855
HEO8	01	85,233	87,790	90,424	93,137
	02	88,744	91,406	94,148	96,972
	03	92,254	95,022	97,873	100,809
	04	94,561	97,398	100,320	103,330
HEO9	01	98,346	101,296	104,335	107,465
	02	101,856	104,912	108,059	111,301
	03	105,369	108,530	111,786	115,140
HEO10	01	108,677	111,937	115,295	118,754
	02	111,938	115,296	118,755	122,318
	03	115,295	118,754	122,317	125,987

**SCHEDULE 2 SALARY RATES FOR FULL-TIME JUNIOR AND APPRENTICE STAFF**

Level	Step	12-Jul-14 Salary pa (\$) 3.0% increase	11-Jul-15 Salary pa (\$) 3.0% increase	09-Jul-16 Salary pa (\$) 3.0% increase	08-Jul-17 Salary pa (\$) 3.0% increase
<b>Junior Rates</b>					
HEO1	01	41,999	43,259	44,557	45,894
	J16	21,000	21,630	22,279	22,947
	J17	25,199	25,955	26,734	27,536
	J18	29,399	30,281	31,190	32,126
	J19	34,019	35,040	36,091	37,174
	J20	38,219	39,366	40,547	41,764
HEO2	01	45,132	46,486	47,881	49,317
	J16	22,566	23,243	23,941	24,659
	J17	27,079	27,892	28,729	29,590
	J18	31,592	32,540	33,517	34,522
	J19	36,557	37,654	38,784	39,947
	J20	41,070	42,302	43,572	44,879
HEO3	01	49,657	51,147	52,681	54,261
	J16	24,829	25,574	26,341	27,131
	J17	29,794	30,688	31,609	32,557
	J18	34,760	35,803	36,877	37,983
	J19	40,222	41,429	42,672	43,951
	J20	45,188	46,544	47,940	49,378
<b>Apprentice Rates</b>					
HEO3P	01	23,835	24,551	25,287	26,045
	02	27,311	28,131	28,975	29,844
	03	37,243	38,360	39,511	40,696
	04	43,698	45,009	46,359	47,750
	05	46,678	48,078	49,520	51,005

- 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 first step of the HEO3 salary scale as follows:  
Step 1: 48%; Step 2: 55%; Step 3: 75%; Step 4: 88%; Step 5 (adult): 94%.

**SCHEDULE 3 CASUAL PROFESSIONAL STAFF – RATES**

Level	12-Jul-14 Rate/hr (\$) 3.0% increase	11-Jul-15 Rate/hr (\$) 3.0% increase	09-Jul-16 Rate/hr (\$) 3.0% increase	08-Jul-17 Rate/hr (\$) 3.0% increase
HEO1**	26.48	27.27	28.09	28.93
HEO2**	28.46	29.31	30.19	31.10
HEO3**	31.31	32.25	33.22	34.22
HEO4	34.76	35.80	36.87	37.98
HEO5	38.76	39.92	41.12	42.35
HEO6	43.41	44.71	46.05	47.43
HEO7	47.27	48.69	50.15	51.65
HEO8	53.75	55.36	57.02	58.73
HEO9	62.02	63.88	65.80	67.77
HEO10	68.51	70.57	72.69	74.87

Notes:

\* All rates include a loading of 25%

\*\* The rate of pay for a junior casual professional staff member will be based on the relevant age-related step (refer Schedule 2)



#### SCHEDULE 4 ALLOWANCES

<b>Type</b>	<b>12-Jul-14 3.0% increase</b>	<b>11-Jul-15 3.0% increase</b>	<b>09-Jul-16 3.0% increase</b>	<b>08-Jul-17 3.0% increase</b>
Camping Allowance I <sup>(a)</sup>	\$42.90	\$44.20	\$45.55	\$46.90
Camping Allowance II <sup>(a)</sup>	\$8.30	\$8.55	\$8.80	\$9.05
Diving Allowance <sup>(a)</sup>	\$34.10	\$35.10	\$36.15	\$37.25
Duty at Sea Allowance <sup>(b)</sup>	\$2.72	\$2.80	\$2.88	\$2.97
Minimum payable for any one period at sea	\$27.23	\$28.05	\$28.89	\$29.76
Coxswain Allowance <sup>(b)</sup>	\$5.46	\$5.62	\$5.79	\$5.96
Minimum payable for any one period at sea	\$54.60	\$56.24	\$57.93	\$59.67
Language Allowance I <sup>(c)</sup>	\$749	\$771	\$794	\$818
Language Allowance II <sup>(c)</sup>	\$1,498	\$1,543	\$1,589	\$1637
Industry Allowance <sup>(c)</sup>				
First Component	\$849	\$874	\$900	\$927
Second Component: With relevant trade Qualification <sup>(c)</sup>	\$849	\$874	\$900	\$927
Without relevant trade qualification <sup>(c)</sup>	\$424	\$437	\$450	\$464
Plumbers Allowance <sup>(b)</sup>	\$0.72	\$0.74	\$0.76	\$0.78
First Aid Coordinator Allowance <sup>(c)</sup>	\$567	\$584	\$602	\$620
Overtime Meal Allowance*	\$14.77	\$15.21	\$15.67	\$16.14
Indigenous Language Allowance I <sup>(c)</sup>	\$749	\$771	\$794	\$818
Indigenous Language Allowance II <sup>(c)</sup>	\$1,498	\$1,543	\$1,589	\$1637

Notes:

<sup>(a)</sup> Per day

<sup>(b)</sup> Per hour

<sup>(c)</sup> Per annum

\* to be updated in accordance with clause B7.14

**SCHEDULE 5 SALARY RATES FOR FULL-TIME ACADEMIC STAFF**

Level	Step	12-Jul-14 Salary pa (\$) 3.0% increase	11-Jul-15 Salary pa (\$) 3.0% increase	09-Jul-16 Salary pa (\$) 3.0% increase	08-Jul-17 Salary pa (\$) 3.0% increase
Level A	01	66,200	68,186	70,232	72,339
RESA	02	69,596	71,684	73,835	76,050
	03	72,352	74,523	76,759	79,062
	04 *	75,111	77,364	79,685	82,076
	05	77,870	80,206	82,612	85,090
	06	80,626	83,045	85,536	88,102
Level B	01	84,876	87,422	90,045	92,746
RESB	02	88,058	90,700	93,421	96,224
	03	91,235	93,972	96,791	99,695
	04	94,421	97,254	100,172	103,177
	05	97,602	100,530	103,546	106,652
	06	100,788	103,812	106,926	110,134
Level C	01	103,969	107,088	110,301	113,610
RESC	02	107,154	110,369	113,680	117,090
	03	110,337	113,647	117,056	120,568
	04	113,519	116,925	120,433	124,046
	05	116,697	120,198	123,804	127,518
	06	119,882	123,478	127,182	130,997
Level D	01	125,188	128,944	132,812	136,796
RESD	02	129,427	133,310	137,309	141,428
	03	133,674	137,684	141,815	146,069
	04	137,917	142,055	146,317	150,707
Level D Plus	01	149,587	154,075	158,697	163,458
Level E	01	161,258	166,096	171,079	176,211

**Notes:**

\* Any level A academic whom, upon appointment holds, or during appointment gains, a relevant PhD qualification will be paid a salary no lower than step 4.

**CRITERIA AND RATES FOR TOPIC AND COURSE COORDINATION**

<b>Full Topic Coordination by Level A Academic Staff</b>	
<b>Criteria</b>	<ul style="list-style-type: none"> <li>- responsibility for, in consultation with more senior staff, planning and coordinating a topic of at least 4.5 units in weight and for ensuring its appropriate assessment</li> <li>- may include arranging for the use of physical facilities and resources and obtaining input from other staff, but does not necessarily require involvement in the initial development of the topic</li> <li>- no more than one (1) topic coordination role per semester or other teaching period</li> </ul>
<b>Rate</b>	<ul style="list-style-type: none"> <li>- an allowance equal to the difference between the staff member's salary and 4th increment of the Level A salary scale, if duration five (5) days or more</li> <li>- where required to perform full topic coordination duties for a whole topic and thereafter to do so again, progression to the 4<sup>th</sup> increment of the Level A salary scale</li> </ul>
<b>Most Complex Level of topic coordination by Level A Academic Staff</b>	
<b>Criteria</b>	<ul style="list-style-type: none"> <li>- responsibility for the initiation and development of the topic curriculum, in addition to carrying out full topic coordination duties</li> </ul>
<b>Rate</b>	<ul style="list-style-type: none"> <li>- an allowance equal to the difference between the staff member's salary and the 1<sup>st</sup> increment of the Level B salary scale</li> </ul>
<b>Program Coordination by Level A and Level B Academic Staff</b>	
<b>Criteria</b>	<ul style="list-style-type: none"> <li>- responsibility for the complex planning and coordination of a course, including content and curriculum, managing student matters, coordination of staff, arranging for the use of physical facilities and resources, and ensuring its appropriate assessment, provided the total enrolment in the course is greater than 100 EFTSLs, and provided she or he has been designated in writing by the Executive Dean as the coordinator of the course</li> <li>- will not normally continue for more than one (1) year</li> </ul>
<b>Rate</b>	<ul style="list-style-type: none"> <li>- an allowance equal to the difference between the staff member's salary and the 1<sup>st</sup> increment of the Level C salary scale, if duration exceeds 20 working days</li> </ul>

## SCHEDULE 6 CLINICAL LOADINGS

### 6.1 RATES

<b>Code</b>	<b>12-Jul-14 Salary pa (\$)  3.0% increase</b>	<b>11-Jul-15 Salary pa (\$)  3.0% increase</b>	<b>09-Jul-16 Salary pa (\$)  3.0% increase</b>	<b>08-Jul-17 Salary pa (\$)  3.0% increase</b>
Clinical Appointment I	13,959	14,378	14,809	15,253
Clinical Appointment II	18,631	19,190	19,766	20,359
Clinical Appointment III	27,916	28,753	29,616	30,504

### 6.2 CRITERIA

**[Clinical Appointment I – 1/2 Loading]** paid to each medically qualified staff member 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 and whose name appears on the Register of Medical Practitioners of the Medical Board in the State/Territory of employment.

**[Clinical Appointment II – 3/4 Loading]** paid to each medically qualified staff member who has significant responsibility for patient care or diagnostic services and whose name appears on the Register of Medical Practitioners of the Medical Board in the State/Territory of employment.

**[Clinical Appointment III – Full Loading]** paid to each medically qualified staff member who has significant responsibility for patient care and diagnostic services and whose name appears on the appropriate Register of Specialists of the Medical Board in the State/Territory of employment of South Australia, or who has Fellowship of the Royal Australian College of General Practitioners or equivalent.

## SCHEDULE 7 CASUAL ACADEMIC STAFF – RATES AND DESCRIPTORS

### 7.1 RATES

Code	12-Jul-14 Rate \$ 3.0% increase	11-Jul-15 Rate \$ 3.0% increase	09-Jul-16 Rate \$ 3.0% increase	08-Jul-17 Rate \$ 3.0% increase
L4	280.28	288.69	297.35	306.27
L3	224.22	230.95	237.88	245.02
L2	168.16	173.20	178.40	183.75
L1	112.09	115.45	118.91	122.48
T1	120.07	123.67	127.38	131.20
T2	116.66	120.16	123.76	127.47
TR1	79.93	82.33	84.80	87.34
T3	79.93	82.33	84.80	87.34
TR3	59.95	61.75	63.60	65.51
D1	40.01	41.21	42.45	43.72
M1	56.04	57.72	59.45	61.23
M2	40.01	41.21	42.45	43.72
MUS1	77.73	80.06	82.46	84.93
CN1	77.73	80.06	82.46	84.93
CN2	58.33	60.08	61.88	63.74
SPCS	58.33	60.08	61.88	63.74
TPS	40.01	41.21	42.45	43.72
R1	66.65	68.65	70.71	72.83
TC	46.67	48.07	49.51	51.00
OD1	38.89	40.06	41.26	42.50

Notes: \*All rates include a loading of 25%.

In certain categories, the hourly rate assumes both delivery and associated work – see Descriptors below. Rates for Lecturing (L1 to L4) and Tutoring (T1, T2 and TR1) may be fractionalised, by increments of 0.5, for any tutorial or lecture that is scheduled for more than one hour duration.

### 7.2 DESCRIPTORS

All marking, with the exception of 'contemporaneous marking', attracts a separate payment in accordance with the relevant rate M1 or M2.

For the purposes of this Schedule, the term 'contemporaneous marking' means any marking that is:

- undertaken during a lecture or tutorial or while undertaking demonstrating, or during teaching practice supervision; and/or
- undertaken during the delivery component of 'clinical nurse education' or 'speech pathology' clinical session; and/or
- assigned to be undertaken during the above periods.

Contemporaneous marking attracts no additional payment.

For clarification, where marking was assigned to be undertaken during the above periods, but was subsequently performed outside the period without the prior agreement of the staff member's supervisor, it will not attract additional payment.

## **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 one (1) hour delivery and four (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 one (1) hour delivery and three (3) hours' associated work).
- L2** is the standard rate paid for a lecture (rate assumes one (1) hour delivery and two (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 one (1) hour delivery and one (1) hour associated work).

## **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 one (1) hour delivery and two (2) hours' associated work).
- T2** is the standard rate paid for a tutorial (rate assumes one (1) hour delivery and two (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 7 days of the first presentation of the same topic (rate assumes one (1) hour delivery and one (1) hour associated work).
- T3** is paid for a tutorial where the script is predetermined and delivered under close direction of the topic coordinator (rate assumes one (1) hour delivery and one (1) hour associated work).
- TR3** is paid for a repeat tutorial, the original of which was paid for at the rate of T3, where the original tutorial script was predetermined and delivered under close direction of the topic coordinator (rate assumes one (1) hour delivery and 30 minutes' associated work).

## **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

## **Marking**

For the purpose of this Schedule, the term 'marking' means checking, reviewing and evaluating work submitted by students assigning and recording 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.

## **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 (1) 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.

### **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 one (1) hour delivery and one (1) hour associated work).

**CN2** is the rate paid for basic preparation (rate assumes one (1) hour delivery and 30 minutes' associated work).

### **Speech Pathology**

**SPCS** is the rate paid for a clinical session.

### **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.

### **Research**

For the purpose of this Schedule, the rate assumes experience and previous track record operating at Level C or above with significant expertise in the research area and the ability to lead research and/or a research team.

**R1** is paid for each hour of research that is undertaken.

### **Topic Coordination**

For the purpose of this Schedule, the term 'topic coordination' means the duties described for 'full topic coordination' in this agreement. The University's expectation is that topic coordination will, in the majority of cases, be undertaken by staff in continuing/convertible/fixed-term appointments. In circumstances where topic coordination is undertaken by a casual academic staff member, the relevant school will ensure that appropriate payment, using the topic coordination rate, is made for all aspects related to topic coordination.

**TC** is the rate paid for each hour of topic coordination duties.

### **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 (i.e. subject guides and reading lists), consultation with students, supervision, attendance at School and/or Faculty meetings as required, and attendance at lectures given by another academic staff member, where this is directed.

### **Resources**

Where relevant, casual academic staff will be given appropriate access to University resources including hot-desk, email, internet, library and photocopying facilities where these resources are necessary for the efficient performance of duties.

## SCHEDULE 8 CONTINUING CONTINGENT-FUNDED APPOINTMENTS

- 1 **[Definition]** A continuing contingent-funded appointment is an appointment that has limited term funding provided from external sources, but not funding that is part of the operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- 2 **[Eligibility]** A fixed-term staff member may apply for conversion to a continuing contingent-funded appointment where:
- 2.1 s/he has been employed continuously by the University for a period of at least three (3) years; and
  - 2.2 s/he has performed at a satisfactory level; and
  - 2.3 s/he is, or is about to be, employed on a second or subsequent consecutive fixed-term contract of employment; and
  - 2.4 her/his employment has been and will continue to be for the circumstance(s) of "research" and/ or "non-recurrent funding" as described in Schedule 9 (parts 2.2 and 2.3).

Notwithstanding the above, the University may, in its absolute discretion, offer a continuing contingent-funded appointment to a fixed-term staff member whether or not eligibility criteria 2.1 and 2.3 are met.

- 3 The following clauses in this Agreement will not apply to continuing contingent-funded appointments:
- A30 [Managing Change] when the funding that supports the position either ceases or becomes insufficient, causing termination of the contract as in Clause 5 of this Schedule;
  - A35 [Redundancy];
  - Schedule 9 [Fixed-Term Employment].

### 4 **[Superannuation]**

- 4.1 Staff members who are offered continuing contingent-funded appointments will be eligible for employer superannuation contributions on the same basis as staff on continuing appointments subject to the University being satisfied that full and adequate provision is included in the funding arrangements for the position such that the full employer contribution can be met from other than recurrent funds of the University.
- 4.2 It is intended that any increase in employer superannuation contributions is planned and therefore it is not the intention of this clause to require a change in superannuation arrangements part way through an externally funded contract.
- 4.2.1 The University will encourage applicants for funding to use their best endeavours to accommodate in future applications for funding the higher level of employer superannuation contribution referred to in Clause 4.1 and where successful, to pass this benefit on to the staff member on the continuing contingent-funded appointment.

- 5 **[Termination of a continuing contingent-funded appointment]** A continuing contingent-funded appointment may be terminated when:

- 5.1 the funding that supports the position ceases or is insufficient; or
- 5.2 the inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable her/him to complete the requirements of the position; or
- 5.3 termination is under the relevant probation or disciplinary provisions of this Agreement.

- 6 [Notice period]** Where a staff member's employment is terminated under 5.1 or 5.2, the staff member will be provided with at least four (4) weeks' notice of termination, or such notice as is provided for in the *Fair Work Act*, or in accordance with the staff member's contract of employment, whichever is the greater.

The University may provide payment in lieu of all or part of the notice period.

- 7 [Severance pay entitlement]** Where a staff member's employment is terminated under 5.1 or 5.2, severance will be payable unless the staff member has:

- resigned or declined further employment, or
- obtained further employment within the University.

- 7.1 [Severance pay rate]** Where severance is payable, it will be calculated in accordance with the following table:

<b>Period of Continuous Service<sup>#</sup></b>	<b>Severance Pay Rate</b>
at least 4 years but less than 5 years	8 weeks' pay
at least 5 years but less than 6 years	10 weeks' pay
at least 6 years but less than 7 years	11 weeks' pay
at least 7 years but less than 10 years*	12 weeks' pay
10 years or more*	13 weeks' pay
<i>* note that the staff member becomes entitled to a pro-rata payment for long service leave at 7 or more years' continuous service in accordance with the long service leave provisions of this agreement.</i>	

<sup>#</sup>*inclusive of the staff member's service in her/his preceding fixed-term appointment(s), subject to Clause 8 Breaks in Service*

- 7.2 [Timing of severance payment]** Where a staff member may be offered further employment in the University within six (6) weeks of the termination of the appointment, the severance payment may be delayed until after that six (6) week period has expired.
- 8 [Breaks in service]** For the purposes of this Schedule only (i.e. for severance and notice periods), breaks between fixed-term appointments of up to two (2) times per year and of up to six (6) weeks will not constitute breaks in continuous service.
- 9 [Effect of unpaid leave]** Periods of approved unpaid leave will not count for service, but will not constitute breaks in continuous service for the purposes of this Schedule.
- 10 [Right of Refusal]** The University will not unreasonably refuse a staff member's application to convert to a continuing contingent-funded appointment.



## SCHEDULE 9 FIXED-TERM EMPLOYMENT

- 1 **[Fixed-term employment]** means employment for a specified term or ascertainable period.
- 2 **[Circumstances where fixed-term appointments may be made]** Fixed-term appointments will be used only where one or more of the following circumstances apply:
- 2.1 **[Specific task or project]** Where an appointment is necessary to undertake a definable work activity which is expected to be completed within an anticipated timeframe.
- 2.2 **[Research]** Where an appointment is made to undertake research-only functions. An initial appointment under this clause will not exceed five (5) years. Subsequent fixed-term appointments under this clause may be made but will not exceed five (5) years in each case.
- 2.3 **[Non-recurrent funding]** 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
- 2.4 **[Uncertainty over future requirements]**
- 2.4.1 **New area**  
Where the practicality or ongoing need for the position is not known, a professional staff appointment for up to 12 months may be made.
- 2.4.2 **Disestablishment of an area**  
Staff may be employed on a fixed-term contract equivalent to the length of the phase-out of the unit.
- 2.5 **[Dean of School]** Where an external appointment is made to the position of Dean of School. An initial appointment under this clause will not exceed five (5) years. Subsequent fixed-term appointments under this clause may be made but will not exceed five (5) years in each case.
- 2.6 **[Sessional fixed-term staff]** Where an appointment is made in accordance with clause C16 [Conversion from Academic Casual to Sessional Fixed-term Employment].
- 2.7 **[Replacement employee]** Where it is necessary to replace (directly or indirectly) a staff member who:
- is either on authorised leave of absence, acting in a higher position or on a temporary secondment, or
  - has resigned or retired and where recruitment action to the vacant position has commenced.
- 2.8 **[Recent professional practice]** Where a curriculum in professional or vocational education requires that work be undertaken by a person who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding two (2) years.

- 2.9 [Pre-retirement / resignation]** Where an employee declares her or his intention to convert to a fixed-term contract prior to retirement/resignation in accordance with University provisions. Such an appointment will not exceed five (5) years.
- 2.10 [Student employment]** Where an enrolled student is employed for work activity which is not described in the circumstances elsewhere in this schedule. 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 contract employment:
- will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
  - will not be made on the condition that the person offered the employment undertake the studentship.
- 2.11 [Traineeships/employment schemes]** Where an appointment is made in accordance with a specific government-supported employment strategy, or in conjunction with a prescribed course of study, that is approved by the relevant Federal, State or Territory Authority.
- 2.12 [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 (5) years.
- 2.13 [Distinguished scholar- Academic staff only]** Where the University wishes to appoint a distinguished scholar for a short period.
- 2.14 [Exclusions]** Professional staff employed at HEO10 or above are excluded from the provisions of this sub-clause.

### **3 [Notice periods: fixed-term appointments]**

- 3.1 [Notice periods]** With the exceptions described in 2.7, 2.8, 2.9 and 2.13, the University will provide the staff member with written notice of whether it intends to continue or discontinue the position and whether the incumbent will be offered further employment. Such notice will be given at least four (4) weeks prior to the end of the appointment or such period as may be prescribed by the *Fair Work Act* or the contract of employment, whichever is the greater.
- 3.2 [External funding]** Where the funding of the position is external to the University and beyond its control, such notice as prescribed in 3.1 may not be able to be given. In these circumstances, the University may give notice to the staff member at the earliest practicable date thereafter.
- 3.3 [Payment in lieu of notice]** The University may provide payment in lieu of all or part of the notice period.

**4 [Severance pay entitlement]** A fixed-term employee whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment will be entitled to a severance payment in accordance with Table S9.1 where:

**4.1** a staff member is on a second or subsequent fixed-term contract to do work required for the circumstances described in 2.1, 2.2 and 2.3 and the same or substantially similar duties are no longer required by the employer; or

**4.2** a staff member is employed on a fixed-term contract to do work required for the circumstances described in 2.1, 2.2 and 2.3 and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

**TABLE S9.1:** *Severance payment rates.*

<b>Period of Continuous Service</b>	<b>Severance Pay Rate</b>
less than one year	0
at least 1 year but less than 2 years	4 weeks' pay
at least 2 years but less than 3 years	6 weeks' pay
at least 3 years but less than 4 years	7 weeks' pay
at least 4 years but less than 5 years	8 weeks' pay
at least 5 years but less than 6 years	10 weeks' pay
at least 6 years but less than 7 years	11 weeks' pay
at least 7 years but less than 10 years*	12 weeks' pay
10 years or more*	13 weeks' pay
<i>*note that the staff member becomes entitled to a pro-rata payment for long service leave at seven (7) or more years' continuous service in accordance with the long service leave provisions of this Agreement.</i>	

**4.3 [Timing of severance payment]** Where a staff member may be offered further employment in the University within six (6) weeks of the termination of the appointment, the severance payment may be delayed until after that six (6) week period has expired.

**5 [Other conditions and entitlements]** Other conditions and entitlements for fixed-term staff members will be as specified in the employee's contract of employment and University policies.

**6 [Breaks in service]** For the purposes of this clause only (i.e. for severance and notice periods), breaks between fixed-term appointments of up to two (2) times per year and of up to six (6) weeks on each occasion will not constitute breaks in continuous service.

**7 [Effect of unpaid leave]** Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

**8 [Appointments under the Graduate Development Program – consequences of withdrawal from study]** Such appointments may be terminated earlier than the date specified 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.

**9 [Appointments of 12 months or less]** may be terminated for reasons of serious misconduct but not for reasons of unsatisfactory performance.

## SCHEDULE 10 PROFESSIONAL STAFF CLASSIFICATION DESCRIPTORS

The Professional staff Classification Descriptors, which were developed by the University and representatives of the four unions who are party to the Agreement, came into operation in July 2006. They identify the appropriate qualification and/or experience requirement for each Higher Education Officer Level 1 to 10 and summarise the operating levels for each of the seven position domains that are relevant to every professional staff position.

Information about the *Qualifications Requirements* and matrices for each of the position domains – *Supervision Received; Supervision Provided to others; Knowledge; Work Complexity; Judgement and Problem Solving; Written Communication; and Oral Communication and Interpersonal Skills* – are also provided below.

It is recognised that some professional staff positions will feature all of the domains to a similar extent. By contrast and depending on their nature and purpose, some jobs will strongly feature only some of the domains while the other domains will be less strongly emphasised. In assessing the classification of a position, Human Resources will take into consideration issues involving specialisation or diversity of functions.

### CLASSIFICATION DESCRIPTORS

#### HIGHER EDUCATION OFFICER LEVEL 1

DOMAIN	LEVEL
<i>Qualifications and/or experience</i>	Staff employed at HEO 1 would not be required to have formal qualifications or work experience upon engagement. Staff engaged at this level will be provided with structured on-the-job training.
<i>Supervision Received</i>	Close
<i>Supervision Provided to others</i>	None
<i>Knowledge</i>	Basic
<i>Work Complexity</i>	Straightforward
<i>Judgement and Problem Solving</i>	Limited
<i>Written Communication</i>	Sound
<i>Oral Communication and Interpersonal Skills</i>	Sound

#### HIGHER EDUCATION OFFICER LEVEL 2

DOMAIN	LEVEL
<i>Qualifications and/or experience</i>	Level 2 duties typically require a skill level that assumes and requires knowledge, training or experience relevant to the duties to be performed, or <ul style="list-style-type: none"><li>- Completion of Year 12 without work experience; or</li><li>- Completion of Certificates I or II with related work experience; or</li><li>- An equivalent combination of experience and training.</li></ul>
<i>Supervision Received</i>	Close to routine
<i>Supervision Provided to others</i>	None
<i>Knowledge</i>	Basic to routine
<i>Work Complexity</i>	Straightforward to routine
<i>Judgement and Problem Solving</i>	Limited to routine
<i>Written Communication</i>	Sound
<i>Oral Communication and Interpersonal Skills</i>	Sound to Effective

### HIGHER EDUCATION OFFICER LEVEL 3

<b>DOMAIN</b>	<b>LEVEL</b>
<i>Qualifications and/or experience</i>	Level 3 duties typically require a skill level that assumes and requires knowledge or training in administrative, trades or technical functions equivalent to: <ul style="list-style-type: none"><li>- Completion of a trades certificate or Certificate III; or</li><li>- Completion of Year 12 or Certificate II with relevant work experience; or</li><li>- An equivalent combination of experience and education/training.</li></ul>
<i>Supervision Received</i>	Routine
<i>Supervision Provided to others</i>	Functional supervision
<i>Knowledge</i>	Routine
<i>Work Complexity</i>	Routine
<i>Judgement and Problem Solving</i>	Routine
<i>Written Communication</i>	Sound to effective
<i>Oral Communication and Interpersonal Skills</i>	Effective

### HIGHER EDUCATION OFFICER LEVEL 4

<b>DOMAIN</b>	<b>LEVEL</b>
<i>Qualifications and/or experience</i>	Level 4 duties typically require a skill level that assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"><li>- Completion of a diploma level qualification with relevant work related experience; or</li><li>- Completion of a Certificate IV with relevant work experience; or</li><li>- Completion of a post-trades certificate and extensive relevant experience and on-the-job training; or</li><li>- Completion of a Certificate III with extensive relevant work experience, or</li><li>- An equivalent combination of relevant experience and/or education/training.</li></ul>
<i>Supervision Received</i>	Routine to general
<i>Supervision Provided to others</i>	Functional supervision
<i>Knowledge</i>	Routine to general
<i>Work Complexity</i>	Routine to some complexity
<i>Judgement and Problem Solving</i>	Routine to informed
<i>Written Communication</i>	Effective
<i>Oral Communication and Interpersonal Skills</i>	Effective

## HIGHER EDUCATION OFFICER LEVEL 5

<b>DOMAIN</b>	<b>LEVEL</b>
<i>Qualifications and/or experience</i>	Level 5 duties typically require a skill level that assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"><li>- Completion of a degree without subsequent relevant work experience; or</li><li>- Completion of an advanced diploma qualification and at least one year of subsequent relevant work experience; or</li><li>- Completion of a diploma qualification and at least two years' subsequent relevant work experience; or</li><li>- Completion of a Certificate IV and extensive relevant work experience; or</li><li>- Completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or</li><li>- An equivalent combination of experience and/or education and/or training.</li></ul>
<i>Supervision Received</i>	General
<i>Supervision Provided to others</i>	Functional supervision
<i>Knowledge</i>	Routine to general
<i>Work Complexity</i>	Some complexity
<i>Judgement and Problem Solving</i>	Informed
<i>Written Communication</i>	Effective to well developed
<i>Oral Communication and Interpersonal Skills</i>	Effective to well developed

## HIGHER EDUCATION OFFICER LEVEL 6

<b>DOMAIN</b>	<b>LEVEL</b>
<i>Qualifications and/or experience</i>	Level 6 duties typically require a skill level that assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"><li>- Completion of a degree with subsequent relevant experience; or</li><li>- Extensive experience and/or specialist expertise or broad knowledge in technical or administrative fields; or</li><li>- An equivalent combination of experience and/or education and/or training.</li></ul>
<i>Supervision Received</i>	General to broad
<i>Supervision Provided to others</i>	Functional supervision and some elements of line management
<i>Knowledge</i>	General
<i>Work Complexity</i>	Complex
<i>Judgement and Problem Solving</i>	Significant
<i>Written Communication</i>	Well developed
<i>Oral Communication and Interpersonal Skills</i>	Well developed

## HIGHER EDUCATION OFFICER LEVEL 7

<b>DOMAIN</b>	<b>LEVEL</b>
<i>Qualifications and/or experience</i>	Level 7 duties typically require a skill level that assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"><li>- Completion of a degree with at least four (4) years' subsequent relevant experience; or</li><li>- Extensive experience and management expertise in technical or administrative fields; or</li><li>- An equivalent combination of experience and/or education and/or training.</li></ul>
<i>Supervision Received</i>	Broad
<i>Supervision Provided to others</i>	Functional supervision and line management
<i>Knowledge</i>	General to broad
<i>Work Complexity</i>	Complex to complex and innovative
<i>Judgement and Problem Solving</i>	Significant to high level
<i>Written Communication</i>	Well developed to high level
<i>Oral Communication and Interpersonal Skills</i>	Well developed to high level

## HIGHER EDUCATION OFFICER LEVEL 8

<b>DOMAIN</b>	<b>LEVEL</b>
<i>Qualifications and/or experience</i>	Level 8 duties typically require a skill level that assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"><li>- Progress towards postgraduate qualifications and extensive relevant experience; or</li><li>- Extensive experience and management expertise; or</li><li>- An equivalent combination of experience and/or education and/or training.</li></ul>
<i>Supervision Received</i>	Broad
<i>Supervision Provided to others</i>	Functional supervision and line management
<i>Knowledge</i>	Broad
<i>Work Complexity</i>	Complex and innovative
<i>Judgement and Problem Solving</i>	High level
<i>Written Communication</i>	High level
<i>Oral Communication and Interpersonal Skills</i>	High level

## HIGHER EDUCATION OFFICER LEVEL 9

<b>DOMAIN</b>	<b>LEVEL</b>
<i>Qualifications and/or experience</i>	Level 9 duties typically require a skill level that assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"><li>- Postgraduate qualifications and relevant experience; or</li><li>- Extensive management experience and proven management expertise; or</li><li>- An equivalent combination of experience and/or education and/or training.</li></ul>
<i>Supervision Received</i>	Broad to generally unguided
<i>Supervision Provided to others</i>	Functional supervision and line management
<i>Knowledge</i>	Broad to extensive
<i>Work Complexity</i>	Complex and innovative to advanced
<i>Judgement and Problem Solving</i>	High Level to advanced
<i>Written Communication</i>	High level
<i>Oral Communication and Interpersonal Skills</i>	High level

## HIGHER EDUCATION OFFICER LEVEL 10

DOMAIN	LEVEL
<i>Qualifications and/or experience</i>	Level 10 duties typically require a skill level that assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"><li>- Postgraduate qualifications and extensive relevant experience and/or</li><li>- Proven expertise in the management of significant human, financial and physical resources.</li></ul>
<i>Supervision Received</i>	Generally unguided
<i>Supervision provided to others</i>	Functional supervision and line management
<i>Knowledge</i>	Extensive
<i>Work complexity</i>	Advanced
<i>Judgement and Problem Solving</i>	Advanced
<i>Written Communication</i>	High level
<i>Oral Communication and Interpersonal Skills</i>	High level

### QUALIFICATIONS REQUIREMENTS

(Within the Australian Qualifications Framework)

**Year 12** – Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.

**Trades certificate** – Completion of an apprenticeship, normally of four (4) years' duration, or equivalent recognition, e.g. Certificate III.

**Post-trades certificate** – A course of study over and above a trade certificate and less than a Certificate IV.

**Certificates I and II** – Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

**Certificate III** – A course that provides a range of well-developed skills and which is comparable to a trade certificate.

**Certificate IV** – A course that provides greater breadth and depth of skill and knowledge and which is comparable to a two year part-time post-Year 12 or post-trade certificate course.

**Diploma** – A course at a higher education or vocational and technical education institution, typically equivalent to two years' full time post-Year 12 study.

**Advanced diploma** – A course at a higher education or vocational and technical education institution, typically equivalent to three (3) years' full time post-Year 12 study.

**Degree** – A course at a higher education or vocational and technical education institution, often completed in three (3) or four (4) years, and sometimes combined with a one (1) year diploma.

**Postgraduate Qualification** – A recognised postgraduate qualification, over and above a degree as defined above. Examples include a Graduate Certificate, Graduate Diploma, Masters, Doctoral thesis.

**Note 1:** The University may prescribe a mandatory qualification where such a qualification is required for professional accreditation purposes, or where an appropriate case, based on the requirements of the position, can be made (e.g. Research Assistant positions, Graduate Trainees).

**Note 2:** Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.



## POSITION DOMAINS

### DOMAIN MATRIX 1: SUPERVISION RECEIVED

	DIRECT OR CLOSE	ROUTINE	GENERAL	BROAD	GENERALLY UNGUIDED
Instructions received	The incumbent is told in specific detail: - What tasks to do - How to do them - When to do them by	The incumbent is told in broad outline: - What tasks to do - How to do them - When to do them by	The incumbent is told in some detail: - What outcomes the individual is to achieve - When to achieve them by	The incumbent is told in broad outline: - What outcomes need to be achieved by the work area - When to achieve them by - Who needs to be involved in achieving them	The incumbent contributes to determining: - What outcomes need to be achieved by the unit - When to achieve them by - Who needs to achieve them
Independence or level of autonomy	The incumbent has very limited if any – required to closely follow detailed work instructions. No variations permitted unless specifically authorised.	The incumbent determines specific steps and/or priorities; operates within the framework of established procedures/ work routines. Some scope to rearrange work routines.	The incumbent determines priorities and specific work methods (for self and staff supervised) and has some scope to vary/choose from established procedures; operates within the framework of established policies and work systems.	The incumbent takes part in policy and workplace decision making; operates within the framework of broad organisational policies and/or government policies /legislation.	The incumbent determines plans, policies and courses of action (for unit, work area and self) and makes proposals on these in the wider organisational context; operates within the framework of broad organisational goals and/or government policies /legislation.
Level of supervision	Daily supervision Work is checked step by step	Regular supervision – every few days The quantity and quality of work output is routinely monitored	Regular supervision – weekly or fortnightly Specific outcomes are reviewed	Supervisory review -, monthly Broad outcomes are reviewed	Performance against strategies/targets is reviewed

### DOMAIN MATRIX 2: SUPERVISION PROVIDED TO OTHERS

'Functional supervision' means supervision related to the task requirements of the job, such as what work is to be performed (delegating), how it is to be done (instruction, training and monitoring) and when it is to be performed (prioritising and organising).

'Line management' means supervision in its broader sense. It involves higher level functions relating to managing attendances, performance, interpersonal issues and the provision of strategic direction.

	Element	HEO LEVEL									
		1	2	3	4	5	6	7	8	9	10
Functional supervision	Responsible for inductions of new staff	–	–	✓**	✓	✓	✓	✓	✓	✓	✓
	Responsible for on-the-job training or instruction	–	–	✓**	✓	✓	✓	✓	✓	✓	✓
	Prioritise, coordinate and monitor work.	–	–	✓**	✓	✓	✓	✓	✓	✓	✓
	Provide informal (day-to-day) feedback	–	–	✓**	✓	✓	✓	✓	✓	✓	✓
Line management	Responsible for approving leave and managing staff absences	–	–	–	✓**	✓	✓	✓	✓	✓	✓
	Responsible for undertaking annual performance reviews	–	–	–	–	✓**	✓	✓	✓	✓	✓
	Manage issues relating to diminished performance or unsatisfactory conduct.	–	–	–	–	✓**	✓	✓	✓	✓	✓
	Set direction and goals and motivate staff to achieve them.	–	–	–	–	✓**	✓	✓	✓	✓	✓
	Facilitate resolution of grievances and other workplace relations issues (eg conflict)	–	–	–	–	–	✓**	✓	✓	✓	✓

✓\*\* These responsibilities may commence at these levels provided that there is guidance and direction from a more senior member of staff within the area.

### DOMAIN MATRIX 3: KNOWLEDGE

	BASIC	ROUTINE	GENERAL	BROAD	EXTENSIVE
Professional knowledge.	<p>Basic principles required to undertake majority of normal day-to-day requirements of the role.</p> <p>May require some knowledge of materials (eg cleaning materials), equipment (eg hand tools) processes (eg computer software) or procedures.</p>	<p>Sound to developed skills, experience and knowledge of materials, equipment, processes or procedures applicable to the work area.</p> <p>At the higher level, may require an awareness of the relevant theoretical or policy context.</p>	<p>Degree-level theoretical knowledge.</p> <p>Knowledge of up-to-date professional standards and precedent.</p> <p>Specialist expertise will increase over time.</p>	<p>Substantial theoretical, policy or technical knowledge. May require knowledge of external environment, such as relevant legislation and/or government policies.</p> <p>May be a recognised 'expert' in relevant area, in which case will require significant depth of knowledge.</p> <p>A high level of reliability exists.</p>	<p>Ability to generate and use high level theoretical and applied knowledge.</p> <p>Applies a multi-perspective understanding of the development, marketing and implementation of new policies.</p> <p>Will often require knowledge of external environment, such as relevant legislation and/or government policies.</p>
Organisational knowledge	<p>Knowledge of work area, including knowledge of functions carried out and location and availability of particular personnel and services.</p>	<p>Sound knowledge of work area processes and understanding of how they interact with other related areas and processes.</p>	<p>Sound to developed knowledge of the work area's policies, systems and processes and how they interact with other related areas, processes and/or functions.</p>	<p>Detailed knowledge of a range of policies, organisational systems and frameworks and the interrelationships between various policies and activities.</p> <p>May require knowledge of the core activities within the work area including research and teaching activities.</p>	<p>Extensive knowledge of the whole area, and the relationships of parts.</p> <p>Will often provide professional or specialist services with recognised standing across or outside of the University.</p>
How knowledge is used	<p>Perform straightforward work.</p> <p>Provide straightforward information to others.</p>	<p>Perform more detailed work.</p> <p>Apply knowledge to perform tasks or assignments.</p>	<p>Perform complex processes.</p> <p>At the lower level, apply theoretical knowledge in a straightforward way.</p> <p>Provide advice, interpretation, and decisions on policies, procedures and entitlements.</p> <p>May liaise with other work units to solve problems across units.</p> <p>May adapt policies, systems and processes to achieve objectives with an understanding of how this might impact on other areas.</p> <p>Development of standard procedures, rules, manuals, protocols, instructions.</p>	<p>Perform highly specialised processes.</p> <p>Provide subject matter or policy advice on a range of University activities or programs.</p> <p>Manage a program or service, including formulating plans, objectives and policies specific to the area.</p> <p>Provide highly specialised service or advice in relation to a specific activity or function.</p> <p>Perform high level project work and development of policies and procedures, which may impact on other areas of the University.</p>	<p>Develop and implement policy or operational or cultural or systems change across the University.</p> <p>Undertake significant and high level creative planning, program and managerial functions.</p> <p>Manage a number of programs or services.</p> <p>At the higher levels, devise new ways to adapt the University's strategies to new, including externally generated, demands.</p>

#### DOMAIN MATRIX 4: WORK COMPLEXITY

	STRAIGHT FORWARD	ROUTINE	SOME COMPLEXITY	COMPLEX	COMPLEX AND INNOVATIVE	ADVANCED
Work complexity	<p>Work presents few difficulties to the reasonably experienced person.</p> <p>Work is generally repetitious and requires a methodical approach.</p>	<p>The nature of the work requires a repetition of duties or actions following a standard method or format, although the details of each occurrence may vary.</p> <p>Work involves the application of established principles, practices and procedures. Actions and responses can be readily identified and repeated from experience.</p>	<p>Involves a number of variables, which complicate issues in the conventional application of established guidelines and precedents.</p> <p>Must consider the job as a series of interactive elements (the 'total job') rather than focussing on any single element in isolation.</p>	<p>Apply a comprehensive and broad knowledge of established practices and procedures as they affect all aspects of the range of operations.</p> <p>Alternatively, apply an in-depth specialised knowledge of the operation.</p> <p>Analyses and/or evaluates feasibility and/or effectiveness of internal and/or external programs or projects.</p>	<p>Work is of a developmental or strategic nature. Particular difficulties may arise from a combination of factors such as:</p> <ul style="list-style-type: none"> <li>- uncertainties and options which have a critical bearing on original plans or objectives;</li> <li>- the scale and coverage of operations which introduces considerable additional complexities;</li> <li>- critical and involved industrial and/or legal issues;</li> <li>- the application of 'state of the art' knowledge, techniques and technologies to new situations and environments.</li> <li>- Analyses and/or evaluates feasibility and/or effectiveness of major internal and/or external programs or projects.</li> </ul>	<p>Advanced or original application of contemporary technologies, techniques and/or knowledge;</p> <p>Original exploration and development of new paths for achieving goals (eg seeking competitive edge through original application of new concepts or technologies).</p>

#### DOMAIN MATRIX 5: JUDGEMENT AND PROBLEM SOLVING

	LIMITED	ROUTINE	INFORMED	SIGNIFICANT	HIGH LEVEL	ADVANCED
Judgement and Problem Solving	<p>Required actions are clear. Limited options means that very little judgement is required.</p> <p>Access to specific advice or instruction is available if problems are encountered.</p>	<p>Simple problem solving with reference to established techniques or practices, precedence or clearly defined policies.</p> <p>Solutions are unlikely to have significant consequences elsewhere.</p> <p>May exercise judgement on work methods or task sequences within specified timelines.</p>	<p>Apply judgement and initiative based either on theoretical knowledge or a relevant set of policies, procedures, rules, activities or techniques.</p> <p>May make regular decisions on the provision, availability or deployment of resources and services which impact outside the immediate work unit or on clients.</p>	<p>Range of genuine options exists. May solve diverse and unusual problems by applying high level analytical skills.</p> <p>May need to rethink the way a specific body of knowledge is applied in order to solve problems.</p> <p>Considerable interpretation of existing policies or procedures or systems is required.</p>	<p>Originality and ingenuity are required for devising practical and economical solutions to problems.</p> <p>Operates with a high degree of independent judgement and initiative within broad guidelines.</p> <p>Outcomes will generally have a significant impact within the area or program of work.</p>	<p>Originality and ingenuity are frequent and ongoing requirements for devising practical and economical solutions to problems.</p> <p>Operates with a high degree of independent judgement and initiative within broad guidelines across a wide range of activities.</p> <p>Outcomes will generally have a significant impact on organisational objectives or programs.</p>

## DOMAIN MATRIX 6: WRITTEN COMMUNICATION

	SOUND	EFFECTIVE	WELL DEVELOPED	HIGH LEVEL
Written	<p>Completes straightforward records and forms.</p> <p>Prepares routine correspondence or other documents from instructions or examples. Undertakes basic recording and entering of data.</p>	<p>Integrates and presents information provided by others into letters, memo and reports and other documents and writes correspondence related to recurring issues and procedural routines.</p> <p>Drafts more complex memos/letters.</p> <p>Records committee/working party processes and outcomes.</p>	<p>Composes correspondence, memos, briefs, and other documents which convey specialised concepts in order to influence outcomes or decisions.</p> <p>Creates reports and documentation on technical procedures, administrative procedures, University publications, publicity and marketing materials.</p> <p>Prepares agendas, minutes, papers, abstracts, scientific posters, reports, documentation for election processes.</p> <p>Prepares project outlines that others work to.</p>	<p>Originates comprehensive reports or other documents to communicate ideas or concepts related to complex or sensitive issues. This may involve policies and guidelines, implications for legal and/or financial and/or University systems; submissions to government, complex quotations or project outlines, consultancy contracts, business plans.</p> <p>Prepares speeches, articles, papers, reports or other materials with wide application as a principal author, seeking to influence an audience of critical importance to the University, profession or discipline (eg conference presentation).</p>

## DOMAIN MATRIX 7: ORAL COMMUNICATION AND INTERPERSONAL SKILLS

Communication takes into account social, cultural and linguistic diversity

	SOUND	EFFECTIVE	WELL DEVELOPED	HIGH LEVEL
Oral and Interpersonal	<p>Primarily in contact with supervisor, co-workers and peers within the work group and is expected to communicate information effectively and courteously.</p> <p>Is in contact with people within and outside the work group in order to provide or obtain information and/or services. Contact is with students, staff and visitors personally and by phone.</p> <p>Provides routine instruction on the use of equipment.</p>	<p>May impact on work related opinions and attitudes of others, either inside the University or outside it.</p> <p>Works as part of a team which has to coordinate its own work-flow. Each member communicates effectively and resolves conflict in order for the team to construct solutions for achieving objectives.</p> <p>Demonstrates work practices and/or techniques in the use of specialised equipment.</p>	<p>Negotiates contractual/other arrangements with internal or external suppliers, including offshore, departments or agencies on matters that may impact on the work area or Faculty / Portfolio or University.</p> <p>Coordinates or assists in the development and implementation of policies or systems or plans within the University.</p> <p>Guides and supports others to resolve workplace difficulties.</p> <p>Provides case management of sensitive matters in accordance with relevant policies and procedures.</p> <p>Works as part of a team to actively encourage and support team members to participate in decision making processes, assume responsibility and authority. Provides appropriate feedback and maintains team commitment.</p> <p>Provides instruction to groups. Facilitates workshops or information seminars.</p>	<p>Negotiates and takes responsibility for contractual/other arrangements with internal or external suppliers, including offshore, departments or agencies on matters that will impact on the work area or Faculty / Portfolio or University.</p> <p>Manages and negotiates the implementation of policies or systems or plans within the University</p> <p>Manage negotiations in complex or sensitive situations to achieve results acceptable to participants in accordance with University and legislative requirements.</p> <p>Works as part of a team to manage and develop team performance and identify opportunities for continuous improvement.</p> <p>Creates relevant learning opportunities, facilitate and promote learning, monitor effectiveness.</p> <p>Use a variety of methods (coaching, presentations, mentoring, training) to motivate/direct others and obtain co-operation or commitment to work adaptability and/or organisational change.</p>

## **SCHEDULE 11 MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSAL)**

### **1 Introduction**

Minimum standards for levels of academic staff, other than a casual, are set out below. The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual staff development.

An academic appointed to a particular level may be assigned and may be expected to undertake responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an academic may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of an institution's promotion processes.

MSAL will not be used as a basis for claims for reclassification.

### **2 Teaching and research academic staff**

#### **2.1 Level A**

A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop his or her expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to his or her profession or discipline, and undertake administration primarily relating to his or her activities at the institution. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

#### **2.2 Level B**

A Level B academic will undertake independent teaching and research in his or her discipline or related area. In research and/or scholarship and/or teaching a Level B academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other staff, as appropriate to the discipline.

A Level B academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in independent scholarship and/or research and/or professional activities appropriate to his or her profession or discipline. He or she will normally undertake administration primarily relating to his or her activities at the institution and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the institution.

#### **2.3 Level C**

A Level C academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching he or she will make original contributions, which expand knowledge or practice in his or her discipline.

A Level C academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. He or she will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of the institution.

#### **2.4 Level D**

A Level D academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in his or her discipline. He or she will make original and innovative contributions to the advancement of scholarship, research and teaching in his or her discipline.

### **2.5 Level E**

A Level E academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the community, professional, commercial or industrial sectors.

A Level E academic will have attained recognition as an eminent authority in his or her discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in his or her discipline. He or she will make a commensurate contribution to the work of the institution.

## **3 Research academic staff (inclusive of creative disciplines)**

### **3.1 Level A**

A Level A research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.

A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. He or she will undertake administration primarily relating to his or her activities at the institution.

### **3.2 Level B**

A Level B research academic will normally have experience in research of scholarly activities, which have resulted in publications in refereed journals or other demonstrated scholarly activities.

A Level B research academic will carry out independent and/or team research. A level B research academic may supervise postgraduate research students or projects and be involved in research training.

### **3.3 Level C**

A Level C research academic will make independent and original contributions to research which have a significant impact on his or her field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of his or her discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities. A Level C research academic will provide leadership in research, including research training and supervision.

### **3.4 Level D**

A Level D research academic will make major original and innovative contributions to his or her field of study or research, which are recognised as outstanding nationally or internationally. A Level D research academic will play an outstanding role within his or her institution, discipline and/or profession in fostering the research activities of others and in research training.

### **3.5 Level E**

A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to his or her field of research, which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in his or her field of research, within his or her institution, discipline and/or profession and within the scholarly and/or general community. He or she will foster excellence in research, research policy and research training.