



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

University Of South Australia
(AG2023/2121)

UNIVERSITY OF SOUTH AUSTRALIA ENTERPRISE AGREEMENT 2023

Educational services

COMMISSIONER PLATT

ADELAIDE, 12 JULY 2023

Application for approval of the University of South Australia Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *University of South Australia Enterprise Agreement 2023* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by University of South Australia (the Applicant). The agreement is a single enterprise agreement.

[2] The matter was determined on the papers.

[3] On 5 July 2023 the Applicant submitted an undertaking in the required form. The undertaking deals with the following topics:

- The definition of a shift worker in Clause 5.1 of the Agreement will also be for the purposes of the National Employment Standards (NES).
- Despite Clause 66.5 of the Agreement, Staff with 1 and 2 years completed service, the University will be entitled to 4 and 6 weeks' severance pay respectively

[4] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives did not express any view on the undertaking.

[5] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

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

[7] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 31 August 2025.



COMMISSIONER

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



University of
South Australia

ENTERPRISE AGREEMENT 2023



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SECTION 1: ABOUT THIS AGREEMENT

1. COVERAGE OF THE AGREEMENT

- 1.1 The Agreement has been negotiated between the University, National Tertiary Education Industry Union, and the Community and Public Sector Union - SPSF SA Branch ("the parties").
- 1.2 This Agreement will be binding according to its terms upon:
- a) The University of South Australia;
 - b) The Community and Public Sector Union – SPSF SA Branch (CPSU);
 - c) The National Tertiary Education Union (NTEU); and
 - d) All academic, professional, security and grounds staff employed by the University other than those outlined in clause 1.3 below.
- 1.3 This Agreement does not apply to:
- a) The Vice Chancellor; and
 - b) Senior staff employed by the University in the capacity of, or with equivalent level of responsibility to, staff employed as members of the Enterprise Leadership Team, Executive Deans, Deans of Programs, Deans of Research, Directors of Research Institutes, Executive Directors, Pro Vice Chancellors, Directors of central administrative support units.

2. OPERATION OF AGREEMENT

- 2.1 This Agreement will commence operation seven (7) days after the Agreement is approved by the Fair Work Commission and will nominally expire on 31 August 2025.
- 2.2 In the event of an amalgamation or merger between University of South Australia and University of Adelaide, then for the purposes of the Agreement, "University" will include any successor entity to the University of South Australia and the Agreement will continue to apply on its terms to staff members who were previously employed by the University of South Australia under the Agreement and who are then employed in the new entity, until a new enterprise agreement is negotiated with the relevant unions.

3. AGREEMENTS, AWARDS AND NATIONAL EMPLOYMENT STANDARDS

- 3.1 This Agreement is comprehensive, closed, and wholly displaces all agreements and Awards that are otherwise binding on the University and staff, excluding Awards and agreements that are specifically referred to in this Agreement.
- 3.2 The University undertakes that in the event this Agreement provides a benefit or entitlement which is less beneficial for the staff concerned than the National Employment Standards (NES), then the NES will prevail to the extent of any inconsistency.

4. RENEGOTIATION OF AGREEMENT

Negotiations for a new agreement will commence three (3) months prior to the nominal expiry date of this Agreement.

5. DEFINITIONS

- 5.1 **Casual employment** means employment of a staff member by the hour and paid at an hourly rate on an hourly basis. A casual staff member is paid a 25% casual loading for Award and Agreement based benefits for which a casual staff member is not eligible.

- 5.2 **Consultation** and **consult** means:
- a) With a single staff member and where they so choose, a representative; or
 - b) With a group of staff and where they so choose, representatives of that group.
- 5.3 **Continuing employment** (either full-time or part-time) means an appointment made for an indefinite period and where the nature of work is ongoing.
- 5.4 **Fixed-term employment** means full-time or part-time employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of employment will expire) and for which, during the term of employment, the contract is not terminable by the University, other than during or at the completion of a probationary period, or for cause based upon unacceptable performance or serious misconduct.
- 5.5 **Long term casual staff member** for the purpose of clause 44 (Parental Leave) means a staff member:
- a) Who has been employed by the University on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months; and
 - b) Who, but for the expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the University on a regular and systematic basis.
- 5.6 **National Employment Standards** means the minimum standards prescribed by Part 2-2 of the *Fair Work Act 2009* (Cth).
- 5.7 **Partner** for the purpose of clause 44 (Parental Leave) means a spouse including a current or former: spouse, de facto spouse or partner, regardless of gender identity or sexuality.
- 5.8 **Part-time employment** on a continuing or fixed-term basis means employment for a specified fraction of the ordinary hours of work of a full-time staff member, for which all entitlements are paid on a pro rata basis calculated by reference to the time worked.
- 5.9 **Representative** except in the case of a dispute pursuant to clauses 58.11, 58.12 and 58.13 of this Agreement, means a person of the staff member's choice, provided that the person is not a solicitor or barrister currently in practice. A staff member, should they so choose, may request a representative for any matter that affects them.
- 5.10 **Seven (7) day shift worker** means a staff member who is regularly rostered to work on Sundays and public holidays in which shifts are continuously rostered twenty four (24) hours a day seven (7) days a week.
- 5.11 **Staff** and **staff member** means staff employed by the University and covered by this Agreement pursuant to clause 1.2.
- 5.12 **The Act** means the *Fair Work Act 2009* (Cth).
- 5.13 **This Agreement** and **Agreement** means the *University of South Australia Enterprise Agreement 2023*.
- 5.14 **University** means the University of South Australia.
- 5.15 **Vice Chancellor's nominee** and **Vice Chancellor (or nominee)** means the Executive Director: People, Talent and Culture unless otherwise determined by the Vice Chancellor.

SECTION 2: STARTING AT UNISA

6. RECRUITMENT

- 6.1 Recruitment will be in accordance with the University's [Staff Recruitment and Selection Policy \(HR-27.1\)](#) and recruitment and selection procedures on the University website.
- 6.2 All positions advertised externally will also be simultaneously advertised internally and preference will be given, in selection, to internal applicants who are of equal merit to external applicants. However, the procedures relating to redeployees should be followed in the first instance.

7. REQUIREMENT TO STATE TERMS OF ENGAGEMENT

Upon engagement, the University will provide to a staff member an instrument of appointment that stipulates the type of employment and informs the staff member of the terms of engagement at the time of the appointment in relation to:

- a) For staff members other than casual staff members, the classification level and salary of the staff member on commencement of the employment, and the hours or the fraction of full-time hours to be worked;
- b) For a fixed-term staff member, the term of the employment, the length and terms of any period of probation, and the category of fixed term employment as referred to in clause 8 of this Agreement;
- c) For any staff member subject to probationary employment, the length and terms of the probation;
- d) For casual staff members, the duties required, the number of working hours, the rate(s) of pay stipulated and a statement that any additional duties required during the term will be paid in accordance with the provisions of clauses 9, 33 and Schedule 3;
- e) Other main conditions of employment including the documentary, or other recorded sources from which such conditions derive (for example policies, procedures, guidelines) and where these can be found on the University website; and
- f) The duties and reporting relationships that will apply upon appointment.

8. FIXED TERM EMPLOYMENT

Categories of Work

- 8.1 The use of fixed-term employment will be limited to the employment of a staff member engaged on work activity that comes within the description of one or more of the following circumstances:
- a) **Specific Task or Project**

A definable work activity which has a definable starting time and which is expected to be completed within an anticipated timeframe.

Without limiting the generality of the circumstance, it will also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
 - b) **Research**

Work activity by a person(s):

 - i) Engaged on research only functions; or

- ii) Directly supporting such a person(s) provided the funding of the support position(s) is not part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

The following conditions apply to staff members appointed under clause 8.1 b):

- iii) A staff member may be appointed for a contract period not exceeding five (5) years.
- iv) A staff member employed in relation to a specific research grant will be offered a contract for the whole period for which work of the type they have been contracted to provide will be required.
- v) A staff member will not be required to work prior to the signing of a contract for the services they are to provide. If funding for the research project is delayed the staff member will either not be required to begin work or their contract will be funded on an interim basis by the cost centre within which the research project will be located and subsequently reimbursed from the project funding.
- vi) Staff members engaged on successive research projects will be considered to have unbroken service with the University if the period between successive contracts is less than six (6) months, but the period between contracts will not count as service.

c) Replacement Staff Member

Work activity replacing a full-time or part-time staff member for the whole of the period for which the staff member is either on authorised leave of absence or is temporarily seconded away from their usual work area, for a period normally not in excess of two (2) years, or performing the duties of:

- i) A vacant position the University has made a definite decision to fill and for which the University has commenced recruitment; or
- ii) A position the substantive occupant of which is performing higher duties pending the outcome of recruitment being in progress for the substantively vacant higher duties position,

until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable. If the replacement contract is required to be extended for any valid reason, ordinarily the incumbent staff member will be offered the further fixed term employment.

d) Workforce Planning Contract

Where a full-time or a part-time continuing staff member declares their intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five (5) years. A superannuable salary loading will be applied for the duration of the fixed term contract.

e) Graduate or Traineeship

Employment under this category can be offered where:

- i) An appointment is made under a graduate development program, in which case a contract will not exceed two (2) years; or
- ii) A trainee is employed pursuant to a traineeship approved by the relevant state training authority.

f) Teaching Academic

- i) Employment under this category can be offered where the work activity to be undertaken is defined as a Teaching Academic in accordance with clause 35 (Academic Workload). Employment can be on a full-time or part-time basis.
- ii) Eligibility of employment to this category is restricted to persons who:

- a) Have had casual academic employment within twelve (12) months from the proposed start date of employment; or
 - b) Have not been employed as an academic staff member on a continuing basis at any university during the five (5) years immediately preceding the proposed start date of the Teaching Academic position; and
 - c) Have other relevant experience for the work activity to be undertaken.
- iii) A contract is to be no less than 0.4 FTE and for a duration no less than six (6) months and no more than two (2) years.
 - iv) A Teaching Academic staff member will be eligible for conversion to continuing employment upon completion of two (2) years' continuous service as a fixed term Teaching Academic in the same, or substantially similar, position provided the following conditions are met:
 - a) The staff member has been appointed as a Teaching Academic through a merit selection process;
 - b) The staff member has demonstrated satisfactory performance;
 - c) There is a requirement for the duties performed by the staff member in their current position to continue for an indefinite period where the nature of the work is ongoing;
 - d) Demonstrated evidence of scholarship commensurate with the staff member's academic level (in with appropriate consideration of achievement relative to opportunity); and
 - e) The position is not held on a substantive basis by another staff member.
 - v) Nothing in this clause precludes the University from converting a fixed-term Teaching Academic staff member to continuing employment at an earlier time than is set out in the provisions of this clause.

g) **HEO10 and above**

Employment under this category can be offered to professional staff employed at HEO10 or above. A contract will not exceed five (5) years.

h) **Any Other Circumstance Mutually Agreed**

In instances where the above categories do not address an operational need to appoint on a fixed-term basis, the University may offer a fixed-term contract subject to the agreement of the NTEU and/or CPSU (as relevant). An agreement will be recorded through an exchange of letters.

i) **Recent Professional Practice (Practitioners-in-Residence)**

- i) Where the University requires that professional, commercial, clinical or vocational education be undertaken by a person who has recent practical or commercial experience or is a current practising professional, a person may be engaged on a contract not exceeding two (2) years.
- ii) For the purpose of this paragraph, practical or commercial experience will generally be considered as "recent" only when it has occurred in the two (2) year period immediately prior to the appointment. In addition, where a person maintains professional accreditation, this may also be considered as "recent" for the purpose of this paragraph.
- iii) A person will usually be employed on a part-time basis and hours may be annualised over the year. Unless mutually agreed between the staff member and their supervisor, the requirement to allocate research or scholarship time in accordance with clause 35 (Academic Workload) does not apply to staff members employed under this category.

j) **Student Employment**

- i) Employment under this category can be offered to a person who is enrolled as a student at the University. This includes work activity that is generally related to a course/degree the student

is undertaking and/or directly supports their graduate learning outcomes as published by the University.

- ii) The 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 awaiting results.
- iii) A student employed under this category is not expected to undertake research or scholarship and the requirement of clause 35 (academic workload) to allocate these activities as part of workload is not applicable, unless otherwise determined by the supervisor.
- iv) An offer of employment will not be made on the condition that the person undertakes a course or study.

Entitlements and Calculation of Continuous Service

- 8.2 A fixed-term staff member will be entitled to the same terms and conditions as would apply to a continuing full-time or part-time staff member engaged in an equivalent classification and working an equivalent proportion of normal weekly ordinary hours for the classification.
- 8.3 For the purpose of this Agreement and for the purpose of determining which provisions under this Agreement apply to fixed-term staff members, 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. In addition, a break between fixed-term appointments over the summer period between study period five (5) in one year and study period two (2) in the following year will not constitute a break in continuous service.
- 8.4 Periods of approved unpaid leave will not count for service but will not constitute breaks in service for the purposes of this clause.

Notice

- 8.5 The University will provide to a fixed-term staff member a written notice of the University's intention to renew, or not to renew, employment with the University upon the expiry of the contract. Such notice will be the greater of:
 - a) Any entitlement to notice of the University's intention to renew, or not to renew, employment with the staff member upon the expiry of the contract; or
 - b) Notice as per the following table:

Period of Continuous Service	Period of Notice
Up to 3 years	At least 2 weeks
3 years but less than 5 years	At least 3 weeks
5 years or over	At least 4 weeks

In addition to this notice, a staff member over the age of forty-five (45) years at the time of the giving of notice and with not less than two (2) years' continuous service will be entitled to an additional one (1) weeks' notice.

- 8.6 Where, because of circumstances external to the University and beyond its control and those circumstances relate to the provision of specific funding to support employment, the University is not reasonably able to give the notice required by clause 8.5, it will be sufficient compliance with this clause if the University:
 - a) Advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and
 - b) Gives notice to the staff member at the earliest practicable date thereafter.

Severance Pay

- 8.7 A fixed-term staff member employed on a contract to do work required for the circumstances described in clause 8.1 a), 8.1 b) or 8.1 f), whose contract of employment is not renewed in circumstances where the staff member seeks to continue the employment, will be entitled to a severance payment in accordance with the entitlements in clause 8.8 in the following circumstances:
- a) The staff member is employed on a second or subsequent fixed-term contract and the same or substantially similar duties are no longer required by the University; or
 - b) The duties performed by the staff member continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties because the incumbent has not met the requirements specified in clause 8.15 a) below.
- 8.8 Where a staff member is entitled to a severance payment in accordance with clause 8.7 above, the following payments will apply:

Length of Continuous Service	Severance Pay
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 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
At least 10 years up to the completion of 15 years	17 weeks' pay
16 years and over	18 weeks' pay

- 8.9 Where a staff member employed under clause 8.1 f) is entitled to a severance payment, only service in employment from 18 July 2019 will count as continuous service for the purposes of clause 8.8.
- 8.10 Where the University advises a staff member in writing that further employment may be offered within six (6) weeks of the expiry of a period of fixed-term employment, then the University may defer payment of severance benefits for a maximum period of four (4) weeks from the expiry of the period of fixed-term employment.

Eligibility for Conversion to Continuing Employment

- 8.11 Except for a Teaching Academic staff member who has been assessed for conversion in accordance with clause 8.1 f) iv), the University will review the employment of a staff member who has been employed on a fixed term contract or series of fixed term contracts on a continuous basis for five (5) years with the University, to assess and consider whether to transition the staff member to continuing employment. For the purpose of this clause, service does not include employment at any other institution that the University recognises for other service-based entitlements.
- 8.12 Where a staff member meets the criteria in clause 8.11, a decision by the University to transition the staff member will be subject to the following:
- a) The staff member has been appointed to their current position through a merit selection process;
 - b) The staff member has performed satisfactorily in their current position and is not serving a period of probation; and

- c) There is a requirement for the duties performed by the staff member in their current position to continue for an indefinite period where the nature of the work is ongoing and requisite funding is available to support the position.

8.13 Where a decision is made to transition a staff member to continuing employment, the date of transition will be no earlier than the date that the University commenced a review under clause 8.11.

8.14 Where a staff member is not transitioned to continuing employment and their contract is not renewed at the conclusion of their current contract or any subsequent contract, the staff member will receive a severance payment based on the years of continuous service criteria outlined in clause 8.2 to 8.4 inclusive.

Right to Further Employment

8.15 At the time of giving notice to the staff member as required by clause 8.5, the University will also advise whether it intends to continue with the position or not. Where the duties and responsibilities of the position are no longer required, the University will advise the reason no further employment is being offered to the staff member. Where the decision is to continue with the position, the staff member has a right to further employment in accordance with the following criteria:

- a) Where the staff member is employed on a contract in the circumstances described in clause 8.1 a), 8.1 b) or 8.1 f), they will be offered further employment in the position provided they have been employed in the relevant position through a competitive merit selection process and have performed satisfactorily in the position;
- b) Where the staff member is employed on a contract in the circumstances described in clause 8.1 c), 8.1 d), 8.1 e), 8.1 g), 8.1 h), 8.1 i) and 8.1 j), no right to further employment exists. However, nothing in this provision precludes the University from offering further employment to the staff member in accordance with the provisions of this Agreement, or prevents the staff member from applying for other positions in the University in accordance with recruitment and selection policies and procedures.

Contracts Offered Prior to Commencement of Agreement

8.16 In relation to fixed-term contracts offered prior to the commencement date of this Agreement, those contracts will continue to operate as lawful and legitimate contracts under this Agreement.

9. CASUAL EMPLOYMENT

9.1 It is the intention of the University that casual employment will be complementary to and not a substitute for required responsibilities and duties that can be reasonably filled on a fixed-term or continuing basis.

9.2 Casual staff are eligible to apply for internal University positions advertised subject to working a minimum number of hours and period of time in accordance with the definition of internal applicant which can be found on the University's website.

Academic Staff

9.3 The University will not employ more than 25% of its total academic workforce as casual staff members.

9.4 To assist casual academic staff members to obtain more secure forms of employment, the University has committed to the employment of Teaching Academic positions (in accordance with the conditions of clause 8 of this Agreement) and to the establishment of additional continuing academic staff positions (in accordance with clause 10 of this Agreement).

9.5 Casual academic contracts will be of sufficient duration to cover the whole period of activity required. There may be periods without duties (and accordingly no payment) within the total contract period.

9.6 Casual academic staff members will not be required to undertake any duties outside the start and end dates of their contract.

- 9.7 The conditions, duties, and rates of pay for casual academic work are contained in this clause, clause 33 and Schedule 3, including arrangements relating to marking and assessment activities performed by a casual academic staff member.

Professional, Security and Grounds Staff

- 9.8 The hourly rate of pay for a casual professional staff member is calculated by obtaining the weekly rate of the annual salary for the appropriate classification in Schedule 2 and dividing that figure by 37.5, plus a 25% loading.

Minimum Engagement

- 9.9 Except as provided for in clause 9.10, a casual staff member will be engaged and paid the following minimum hours on each occasion they are required by the University to attend work on campus or other University premises:
- a) Two (2) hours for academic staff inclusive of delivery and additional hours, preparation and associated working time including agreed activities provided for in Schedule 3 (Casual Academic Staff Conditions); or
 - b) Three (3) hours for professional, security and grounds staff.
- 9.10 The following minimum hours will apply where a casual staff member:
- a) is a student (including postgraduate student) and is expected to attend the University campus or other University premises on that day in their capacity as a student, in which case they will have a minimum engagement period of one (1) hour. A student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than public holidays as applied at the University; or
 - b) has a primary occupation elsewhere (or with the University) in which case they will have a minimum period of engagement of one (1) hour.

10. CASUAL STAFF CONVERSION

Academic Staff

- 10.1 By 31 December 2025, the University will convert the equivalent of fifty (50) full time equivalent casual academic staff members to continuing employment through;
- a) Conversion of casual academic staff members to continuing employment in accordance with the National Employment Standards in the *Fair Work Act 2009 (Cth)* (as amended or replaced);
 - b) Merit selection through internal advertising; or
 - c) Other conversion to continuing employment processes.
- 10.2 Positions established under this clause will be either Teaching Academic or Teaching and Research Academic positions, at the discretion of the University. The teaching work required to be undertaken in these positions will primarily comprise specific activities previously undertaken by casual academic staff members.
- 10.3 External recruitment will only be considered if the University is unable to identify sufficient, appropriately qualified, casual academic staff members through internal advertising.
- 10.4 If equally meritorious applicants are identified through merit selection, priority will be given to applicants who have not previously held continuing employment as an academic staff member at another university.
- 10.5 The parties will be provided with the number and level of casual academic staff converted through the provisions in clause 10.1, as a percentage of the University's total academic workforce, on an annual basis.

Professional, Security and Grounds Staff

- 10.6 A casual professional staff member will be eligible to apply in writing to have their employment converted to a non-casual appointment if, at or after the date of approval of this Agreement, they have been employed on a regular and systematic basis in the same or a similar and identically classified position in the same academic or central professional administrative unit, either:
- a) Over the immediately preceding twelve (12) month period and in those immediately preceding twelve (12) months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or
 - b) Over the immediately preceding period of at least twenty four (24) months.
- 10.7 For purposes of this clause, occasional and short-term work performed by the casual professional staff member in another classification, position or unit (or equivalent) will not:
- a) Affect the casual professional staff member's eligibility for conversion; or
 - b) Be included in determining whether the casual professional staff member meets or does not meet the eligibility requirements.
- 10.8 Conversion may be to a full-time or a part-time fixed-term or continuing appointment.
- 10.9 The non-casual appointment will, subject to due consideration of the University's operational requirements and the desirability of offering the casual professional staff member work which is regular and continuous, be as consistent as is reasonably practicable with the pattern of work undertaken by the casual professional staff member during their casual appointment.
- 10.10 The University must not unreasonably refuse an application for conversion, however, it may refuse an application on reasonable grounds. Reasonable grounds include the following:
- a) The casual professional staff member is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
 - b) The casual professional staff member is a genuine retiree;
 - c) The casual professional staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within twenty-six (26) weeks (from the date of application);
 - d) The casual professional staff member has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person;
 - e) The casual professional staff member does not meet the essential requirements of the position; or
 - f) The work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 10.11 Whether there are reasonable grounds to refuse conversion will depend upon the entirety of the circumstances in the particular case and will be provided in writing to the casual professional staff member.
- 10.12 A casual professional staff member whose application for conversion is not approved is not entitled to apply again for conversion within twelve (12) months.

Other Conditions - Academic and Professional Staff

- 10.13 Casual staff members are eligible to apply for internally advertised positions.
- 10.14 Upon appointment, casual staff members will be allocated a supervisor.
- 10.15 The staff member's casual service will not count as service for the purpose of determining or calculating any entitlements except for the purpose of determining eligibility for long service leave in accordance with clause 40 and parental leave in accordance with clause 44 of this Agreement.

- 10.16 A casual staff member must not be engaged and re-engaged nor have their hours reduced, solely to avoid an obligation under this clause.
- 10.17 Excluding a decision on merit related to selection and promotion, a casual staff member whose application for conversion has not been approved may seek a review of the decision under the dispute resolution processes in clause 58 of this Agreement.

11. TRAINEESHIP AND YOUTH EMPLOYMENT – PROFESSIONAL, SECURITY AND GROUNDS STAFF

Trainees

- 11.1 The terms and conditions of employment contained in Clause 17.7 of the Higher Education Industry – General Staff – Award 2020 (as amended or replaced) prevail over this Agreement to the extent of any inconsistency.
- 11.2 Where the employment of a trainee is continued, by the University, following the completion of the traineeship, the trainee will be classified at the appropriate HEO Level according to the staff classification descriptors in Schedule 5 of this Agreement and the University Professional Staff Classification System.
- 11.3 The severance payments in clause 8 do not apply to trainees employed pursuant to this clause.

Staff Less Than 19 Years of Age

- 11.4 Staff less than 19 years of age and who have not achieved a post-secondary qualification or equivalent accreditation and standing will be paid a rate as follows:
- | | |
|-------------------|---|
| 16 to 18 years | HEO Level 1 – Step 1 |
| 19 years and over | Appropriate HEO Level in accordance with clause 34 Staff Classification |

12. LEVEL A ACADEMIC CONDITIONS OF EMPLOYMENT

In addition to other matters that affect Level A staff the following measures will be implemented:

- 12.1 Any Level A academic required to carry out full course co-ordination duties as part of their normal duties will be employed at a salary point no lower than the sixth increment of the Level A structure.
- 12.2 Any Level A academic who upon appointment holds or during appointment gains a relevant doctoral qualification will be employed at a salary point no lower than the sixth increment of the Level A structure.
- 12.3 These provisions do not of themselves affect the opportunity for academic staff in Level A to move beyond the relevant incremental points without a PhD or without a requirement to perform full course co-ordination. However, the establishment of the doctoral/course co-ordination point at the sixth point of the scales does not imply that accelerated promotion to Level B should be available to staff who, as a consequence of their doctoral qualifications or course co-ordination duties alone, have been appointed to this point.

13. PROBATION

- 13.1 The terms of engagement for staff other than casual staff may contain a reasonable probationary period of up to:
- a) Three (3) years for academic staff. The University, upon advice of the Executive Director: People, Talent and Culture, may negotiate a longer probationary period with a new academic staff member prior to the commencement of employment. The period of probation will have regard to the complexity of the position; or
 - b) Three (3) months for professional, security and grounds staff. A longer probationary period may be determined by the University prior to commencement of employment and will have regard to the complexity of the position.
- 13.2 Fixed-term employment for academic staff may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.

- 13.3 A fixed-term contract staff member who, while holding a fixed-term contract of employment in the University, is appointed to a continuing position at the same level and for similar work will have that period of previous employment at that level counted towards the probationary period.
- 13.4 During the probationary period, the staff member will be provided with feedback from their supervisor in accordance with the University's performance management processes as they apply to probationary staff, with respect to their capacity to discharge the responsibilities of the position and any other issues that arise during the probationary period.
- 13.5 If a staff member is deemed unsuitable for a position for reasons of performance (excluding misconduct/serious misconduct which is dealt with under clause 61) during their probationary period, the staff member's employment may be terminated by either the University or the staff member on the giving of notice:
- a) Academic staff – three (3) months; or
 - b) Professional, security and grounds staff:
 - i) Up to and including HEO6 (including security staff) - not less than two (2) weeks' notice;
 - ii) HEO7 and above – not less than four (4) weeks' notice.
- 13.6 Payment may be made in lieu of notice.
- 13.7 A staff member will be advised of, and given an opportunity to respond to, any adverse material about the staff member which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.
- 13.8 At the completion of the probationary period, the employment of a staff member not subject to clause 13.5 will be confirmed or an additional period of probation may be required as appropriate, subject to the approval of the Executive Director: People, Talent and Culture and the agreement of the staff member concerned.
- 13.9 University policies and processes that apply to staff expand upon these provisions.
- 13.10 Subsequent appointments to positions that require substantially different functions for continuing staff and second or subsequent contracts that require substantially different functions for fixed-term staff may contain a probationary period where determined by the University.

14. SECURITY LICENCE

Security staff must in accordance with current practice hold a current Security Licence at their own expense as required under the *Security and Investigation Industry Act 1995* (as amended from time to time).

15. RECOGNITION OF PRIOR EMPLOYMENT

The University will consider applications to recognise prior continuous service with other Australian universities or any other employer with which the University has a reciprocal arrangement.

16. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT ACTION PLAN

Commitment

- 16.1 The University is committed to reconciliation with Aboriginal and Torres Strait Islander Peoples. The University has a long standing aim to increase employment of Aboriginal and Torres Strait Islander Peoples across the institution and this is guided by the *Stretch Reconciliation Action Plan* and other employment strategies, including our Aboriginal and Torres Strait Islander Employment Action Plan, *Yaitya Warpulai Tappa*.

16.2 The University:

- a) Will provide appropriate support and development opportunities to Aboriginal and Torres Strait Islander staff members;
- b) As appropriate, will identify and designate vacant positions in any area of the University at any classification level to assist in the achievement of the principles stated in this clause;
- c) Recognises the importance of facilitating respectful relationships between Aboriginal and non-Aboriginal staff members and will support relevant cultural awareness training is available for all staff members; and
- d) Recognises Aboriginality as a genuine occupational requirement.

Employment Target

- 16.3 In accordance with the *Stretch Reconciliation Action Plan*, the University will demonstrably pursue an increase in Aboriginal and Torres Strait Islander employment across the University to 3% of the total staff population (i.e. 97 FTE staff members as at 31 March 2023) by 31 December 2025.
- 16.4 The University will provide the parties with data on the Aboriginal and Torres Strait Islander staff member workforce profile.
- 16.5 In the event at any stage during the life of the Agreement it becomes evident that the target set out in clause 16.3 will not be met, or is unlikely to be able to be met, the parties will discuss the approach through which required strategies and interventions will be identified. The implementation of any such strategies and/or interventions will be taken as compliance with clause 16.3.

Implementation and Monitoring

- 16.6 The University will maintain an implementation and monitoring group, the membership of which will comprise a majority of Aboriginal and Torres Strait Islander staff members, including one Aboriginal and Torres Strait Islander staff member representative nominated by the NTEU.
- 16.7 The implementation and monitoring group will meet a minimum three (3) times per year to review progress against the target identified in clause 16.3 and the commitments in the Aboriginal and Torres Strait Islander Employment Action Plan, *Yaitya Warpulai Tappa*, and other measures relating to the employment of Aboriginal and Torres Strait Islander staff members including cultural and ceremonial leave, professional development opportunities and attraction and retention of Aboriginal and Torres Strait Islander staff members.

SECTION 3: WORKING ENVIRONMENT

17. UNIVERSITY POLICIES, PROCEDURES AND GUIDELINES

University policies, procedures and guidelines, as varied from time to time, apply to all staff but do not form part of this Agreement. The University will consult with staff and the unions when developing or significantly varying University policies, procedures and guidelines, that pertain to employment.

18. EMPLOYMENT PRACTICES

Discrimination

18.1 The University is committed to employment practices that help prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, trade union membership and activity, national extraction or social origin.

Workplace Bullying

18.2 Workplace bullying occurs if an individual staff member, or group of staff members, repeatedly behaves unreasonably towards another staff member or group of staff members, and that behaviour creates a risk to health and safety.

18.3 Workplace bullying is a workplace hazard and will be managed by the University in accordance with duty of care obligations.

18.4 There is no place for workplace bullying at the University of South Australia.

18.5 The University will maintain procedures for dealing with complaints of workplace bullying in a timely and effective manner.

18.6 Workplace bullying does not include reasonable action(s) carried out in a reasonable manner.

Personal Records

18.7 The University will keep personal files for each staff member and a staff member will have access to their file for viewing at a reasonable time during working hours.

Transfer

18.8 In a situation where differences occur amongst staff which affect work performance, staff wellbeing or efficiency, it will be management prerogative to transfer staff (in consultation with the affected staff member(s) to be transferred and their representative) following reasonable attempts at resolution.

19. MEDICAL EXAMINATION

The Vice Chancellor's nominee may require staff members to undergo a medical examination to determine their fitness to carry out their duties. Such examination will be made by a qualified medical practitioner and its cost will be borne by the University. Nothing in this clause will preclude a staff member's right to provide a second medical opinion. Pre-employment medicals will not normally be required.

20. JOURNEY INSURANCE

20.1 The University will maintain its journey insurance currently provided to cover staff for death, disablement or loss of income arising from an accident solely and directly occurring whilst engaged in a direct journey between the bounds of their normal residence and place of employment for the purposes of starting or ending their day's work.

20.2 The University will implement this for the period of this Agreement. The University is not responsible for any costs associated with journeys to and from work other than the payment of the appropriate journey

insurance premiums. All benefits are subject to the schedule of loss, excesses and definitions in the terms and conditions of the policy. Journey insurance is in no way related to business travel insurance.

21. INDUSTRIAL RELATIONS

Role of Workplace Union Representatives

- 21.1 The parties recognise that many staff members have important representative and other roles in facilitating the effective operation of this Agreement.
- 21.2 Accredited representatives of the unions will be permitted appropriate time during ordinary working hours to undertake union activities.
- 21.3 An annual workload allocation equivalent to 0.4 FTE of a Level C Step 4 salary plus oncosts, will be provided by the University to be shared, as advised by the NTEU, across elected NTEU UniSA Branch Officer positions, namely the Branch President, Branch Vice President(s) and Branch Secretary. The time release will be provided to staff elected to these positions and agreed arrangements are to be documented through an exchange of letters between the University and NTEU, which will be facilitated through the Executive Director: People, Talent and Culture. The NTEU will provide reasonable advance notice of the proposed distribution and commencement of the time release between the elected officer positions, including any variations.
- 21.4 All union members will be able to participate in union meetings if they choose. Meetings will not unduly affect service delivery and the unions will endeavour to set meeting times that will cause the least disruption to the University's operations.
- 21.5 The University will enable union members to access accredited union officials during ordinary working hours.

Trade Union Training/Business Leave

- 21.6 Subject to any genuine operational requirements of a relevant work area, special leave with pay will be granted to union members for the following purposes and roles:
 - a) To attend short trade union training courses conducted by or with the support of the unions relevant to the business of the union/s or industrial relations in the workplace;
 - b) Union delegates will be permitted reasonable time to conduct official union business which requires the personal attendance of the staff member. Official union business includes Branch Committee meetings and meetings of State union bodies of which the staff member is a member, and in respect of union National Executive members or members of the union National Council, includes attendance at meetings of those bodies. All other costs related to attendance at a course or meeting are the responsibility of the union;
 - c) The University will be entitled to establish procedures to verify applications for special leave with pay under this clause; and
 - d) A maximum of ten (10) days' special leave with pay will be granted over any two (2) year period to any union member under this clause. Additional special leave with pay may be granted in special circumstances at the discretion of the Executive Director: People, Talent and Culture but in no case will the time exceed twenty (20) working days in two (2) years.

Payroll Deductions

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

Union Notices, Induction and Staff Lists

- 21.8 The University will recognise union notices as legitimate material for posting on appropriate notice boards as long as this material is clearly labelled with the union logo.
- 21.9 The University's general induction information will contain reference to the relevant unions including contact advice.
- 21.10 Arrangements in relation to the provision of new staff member lists will be dealt with through an exchange of letters between the University and relevant union.

22. INTELLECTUAL AND ACADEMIC FREEDOM

Introduction

- 22.1 The University and staff members covered by this Agreement are committed to act in a manner consistent with the protection and promotion of intellectual and academic freedom within the University.
- 22.2 The parties to this Agreement recognise that academic freedom is both a defining feature of, and fundamental to, the role of the University.

Definitions

- 22.3 For the purpose of this clause, and the Agreement,

academic freedom means:

- a) the freedom of academic staff members to teach, discuss, and research and to disseminate and publish the result of their research;
- b) the freedom of academic staff members to engage in scholarly inquiry, to express their opinions and beliefs (including whether those opinions are unconventional or unpopular), and to contribute to public debate, in relation to their subjects of study and research.

Intellectual freedom means:

- c) the freedom of all staff members to express their opinions in relation to the higher education provider in which they work;
 - d) the freedom of all staff members, in their personal capacity, to make lawful public comment on any issue without constraint imposed by reason of their employment by the University. However a staff member must not represent their personal views as being those of the University;
 - e) the freedom of all staff members to participate in representative, professional or academic bodies.
- 22.4 A staff member will not be taken to be exercising intellectual or academic freedom where they:
- a) fail to observe or recognise the responsibility to reflect scholarly norms, including that others may have differing opinions in the context of a robust exchange of views; or
 - b) deny or interfere with another person's exercise of intellectual and/or academic freedom; or
 - c) engage in bullying, harassment or vilification.

- 22.5 For the purpose of this clause:

- a) 'academic staff members' includes all those who teach and/or carry out research and extends to those academic staff members who provide teaching support services and/or research support at the university;
- b) 'scholarly norms' are those determined by the community of scholars or academics;

- c) 'staff members' are all academic and professional staff employed by the University whether full-time, part-time or casual.

Protection of Intellectual and Academic Freedom

- 22.6 All staff members are entitled to exercise intellectual and/or academic freedom as defined by this clause.
- 22.7 An exercise of intellectual and/or academic freedom is not misconduct or serious misconduct under the provisions of this Agreement or under any University policy, procedure or code of conduct.
- 22.8 The University must not take any action against a staff member which prejudices the staff member in their position in relation to the staff member's exercise (or proposal to exercise) intellectual and/or academic freedom.
- 22.9 For the purpose of Clause 22.8, action which prejudices a staff member in their position includes (without limitation) any disciplinary action, termination of employment, detrimental treatment in relation to the staff member's work, or loss of any benefits or privileges. This clause does not prevent the University from assessing the quality of the staff member's work as part of performance review processes or as required by investigation procedures.

23. INTELLECTUAL PROPERTY

The University acknowledges the concepts of intellectual property and moral rights, consistent with the [Intellectual Property: Ownership and Management Policy](#).

24. PRIVACY

The University respects the privacy of its staff and will ensure that it operates in accordance with relevant privacy legislation.

25. FLEXIBLE WORK ARRANGEMENTS

- 25.1 The University acknowledges the mutual benefit of flexible work arrangements to balance work and other (including family) commitments. Conditions associated with the flexible work arrangements will be in accordance with the University's [Flexible Work Arrangements](#) procedure. Eligible staff members (as set out in the [Flexible Work Arrangements](#) procedure) may apply to their supervisor in writing to participate in a flexible work arrangement option as set out in the procedure. Participation is voluntary and at the request of the staff member.
- 25.2 If a request is not approved, a written response including details of the reason/s why the request is not approved, will be provided in writing to the staff member within twenty-one (21) days of the date of application.
- 25.3 All leave entitlements that accrue during the term of a staff member's participation in a reduced employment fraction flexible work arrangement will be paid on a pro rata basis. The staff member will be advised, at the time of requesting a flexible work arrangement, of any financial implications and that it may mean a reduced payment for future periods of leave.
- 25.4 The University or staff member may initiate in writing the termination of a flexible work arrangement with no less than six (6) weeks' notice.

26. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 26.1 This clause constitutes the flexibility term required by section 202 of the Act. In addition to the flexible work arrangements in clause 25, individual flexibility arrangements may be made in accordance with the following criteria and items:
- 26.2 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 this Agreement on the following basis:

- a) The arrangement deals with one or more of the following matters:
 - i) Arrangements about when work is performed;
 - ii) Overtime rates;
 - iii) Penalty rates;
 - iv) Allowances;
 - v) The taking of additional leave without pay by a partner consequent upon the birth or adoption of a child, in addition to the partner leave entitlements provided for in clause 44.1;
- c) The arrangement meets the genuine needs of the University and staff member in relation to the matters mentioned in clause 26.2 a); and
- d) The arrangement is genuinely agreed to by the University and staff member.

26.3 The University must ensure that the terms of the individual flexibility arrangement:

- a) Are about permitted matters under section 172 of the Act; and
- b) Are not unlawful terms under section 194 of the Act; and
- c) Result in the staff member being better off overall than the staff member would be if no arrangement was made.

26.4 The University must ensure that the individual flexibility arrangement:

- a) Is in writing; and
- b) Includes the name of the University and staff member; and
- c) Is signed by the University and staff member, and if the staff member is under eighteen (18) years of age, signed by a parent or guardian of the staff member; and
- d) Includes details of:
 - e) The terms of the enterprise 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 their employment as a result of the arrangement;
- f) States the day on which the arrangement commences; and
- g) Does not require that anyone else approve the arrangement, other than the staff member and the University.

26.5 The University must give the staff member a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed.

26.6 The University or staff member may terminate the individual flexibility arrangement:

- a) By giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- b) At any time if the University and the staff member agree in writing.

SECTION 4: SALARIES, ALLOWANCES AND CLASSIFICATION

27. SALARIES

Salaries

27.1 The salaries for staff covered by this Agreement (excluding trainees) are set out in the following Schedules:

- a) Academic staff – Schedule 1;
- b) Professional, security and grounds staff – Schedule 2; and
- c) Casual academic staff – Schedule 3.

Annual Divisor

27.2 The effective fortnightly divisor for salaries that are expressed as an amount per annum is: annual salary/313 x 12.

Salary Increases

27.3 Except as provided for under clause 27.4, staff covered by the Agreement will be paid a salary increase of 14%, including administrative increases already paid, as follows:

- a) 3% from the first pay period commencing on or after 30 June 2022 (already paid);
- b) 2% from the first pay period commencing on or after 30 September 2023;
- c) 2% from the first pay period commencing on or after 23 December 2023;
- d) 3.5% from the first pay period commencing on or after 31 December 2024;
- e) 3.5% from the first pay period commencing on or after 31 August 2025.

27.4 The salary increases in clause 27.3 will not apply to trainees whose salary rates are determined in accordance with clause 17.7 of the Higher Education Industry – General Staff – Award 2020 (as amended or replaced).

Security Staff Only

27.5 The salaries for security staff as set out in Schedule 2 are determined on the following basis:

- a) Security staff employed on or before 26 September 2008 will be paid the grandparented salary rate in lieu of:
 - i) Shift work allowance prescribed in clause 37.9;
 - ii) First aid allowance prescribed in clause 31.14; and
 - iii) Fire Officers allowance.
- b) Security staff employed after 26 September 2008 will be paid the non grandparented salary rate.

28. INCREMENTAL PROGRESSION

At the conclusion of each twelve (12) month period on the anniversary date of commencing employment at the University, full-time and part-time staff members will progress to the next highest increment in the classification level of their appointed position, except as provided below:

- a) Where an increment has been withheld in accordance with the Disciplinary Procedures of this Agreement.

- b) Where a staff member has been promoted to a position at a higher classification level or their appointed position is reclassified, the appropriate date for the next increment will be the anniversary of the date of promotion or reclassification.
- c) Where a staff member has been appointed to another position at the same classification level but at a higher incremental step (new appointment), the appropriate date for the next increment will be the anniversary date of the new appointment.
- d) Where a staff member has been granted a period of leave without pay which does not count as service, the appropriate date for the increment will be deferred by the period of time equivalent to the period of leave without pay.

29. SUPERANNUATION

- 29.1 The University will make employer superannuation contributions in respect of a staff member, as follows:
- a) For continuing and fixed term staff, at the rate of 17% of salary prescribed in the Schedules to this Agreement; and
 - b) For casual staff, at the rate required to satisfy minimum contributions under the Superannuation Guarantee (Administration) Act 1992 (**SGA Act**).
- 29.2 All employer superannuation contributions must be made to a complying fund as required by the SGA Act and, unless otherwise required by law, will be made to UniSuper.
- 29.3 Where a staff member salary sacrifices items in accordance with clause 30, the employer superannuation contribution will be based on the staff member's pre-sacrificed salary.
- 29.4 Nothing in this clause, except the obligation to make employer superannuation contributions in accordance with clause 29.1, derogates from any flexibilities or exemptions available under UniSuper or the Deed of Covenant (or any successor agreement) between the University and UniSuper. Should the University seek to vary its Deed of Covenant (or any successor agreement) with UniSuper during the life of this Agreement, the University will agree the change/s with the unions prior to giving effect to any change/s.

30. SALARY SACRIFICE

- 30.1 Staff members may choose to sacrifice part of their salary from a list of items, subject to eligibility and conditions in the University's [Salary Sacrifice Guidelines and Conditions](#).
- 30.2 Where a staff member elects to salary sacrifice in accordance with 30.1 above, the staff member will enter into a salary sacrifice agreement (SSA). An SSA is the formal administrative instrument between the University and the staff member that enables salary packaging arrangements to be put in place.
- 30.3 Subject to any conditions in the University's [Salary Sacrifice Guidelines and Conditions](#), the salary payable to a staff member where the staff member elects to enter into a SSA pursuant to this Agreement, will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Agreement.

31. ALLOWANCES

Meal Allowance

- 31.1 Any staff member who by direction of the supervisor commences duty two (2) hours or more before the time prescribed for commencing duty or who remains on or returns to duty and works for two (2) hours or more after the time prescribed for ceasing duty may, where such additional duty necessitates taking a meal away from such staff member's place of residence, be paid an allowance for such meal at the rate of **\$14.40** for meals other than an evening meal, and at the rate of **\$20.60** for each evening meal.
- 31.2 For those staff members working on an approved flexible work arrangement (clause 25), individual flexibility arrangement (clause 26) or flexible ordinary hours (clause 37.11-37.15), which is different to the prescribed times, the agreed commencing and ceasing times for those staff members may be substituted

for the prescribed times. If there are no agreed times on a particular day when directed to commence early or remain or return to work then the prescribed times will apply.

- 31.3 Any staff member, who by direction of the supervisor is required to perform duties extending beyond a meal break on a Saturday, Sunday or public holiday on which a staff member would not normally be required to work and who is not entitled to payment for that meal break, may be paid an allowance for the cost of each meal necessarily taken away from such staff member's place of residence at the rate of **\$14.40** for each meal other than an evening meal, and at the rate of **\$20.60** for each evening meal; provided that a staff member will not be paid meal allowances for Saturday, Sunday or public holiday work that is a normal feature of the staff member's employment.
- 31.4 The meal allowances provided for above will not apply where an Academic/central administrative support Unit (or equivalent) supplies a meal (without charge) to a staff member.
- 31.5 The meal allowance payable to the staff member will not exceed the amount charged by the Academic/central administrative support Unit (or equivalent) for such meal.
- 31.6 The meal allowance prescribed in this clause will be adjusted in accordance with the annual percentage change in the Consumer Price Index for Adelaide, for the preceding twelve (12) months ending in the September quarter. Any adjustments will be rounded to the nearest five (5) cents and be operative from the first pay period commencing on or after 1 November in that year.

Motor Vehicle Allowance

- 31.7 No staff member is required under any circumstances to use their private vehicle for official purposes if they do not wish to do so.
- 31.8 The payment of the allowance for the use of a private motor vehicle for purposes related to employment will only occur where approval has been given by the supervisor prior to the actual use of the private motor vehicle by the staff member.
- 31.9 When the University's pool vehicles or provider for passenger transport services are available, that transport is to be the first requirement.
- 31.10 Where a staff member has been given approval to use the staff member's private vehicle for official purposes, such staff member will be paid an allowance per kilometre travelled in accordance with the rates published by the Australian Taxation Office.

First Aid Allowance

- 31.11 Where in the performance of their duties, a staff member is required to hold a current First Aid Certificate; the staff member will be given the opportunity to undertake an appropriate course to become qualified during ordinary working hours (where the course is available during ordinary working hours). The University will reimburse the staff member the cost of acquiring the qualification.
- 31.12 Where a First Aid Officer agrees to renew their First Aid qualification, that staff member will be given the opportunity to undertake the retraining during ordinary working hours, (where the course is available during ordinary working hours). The University will reimburse the staff member the cost of renewing the qualification.
- 31.13 Where, in the performance of their duties, a staff member is required to hold a current First Aid Certificate or equivalent, and where the qualification had already been attained prior to the requirement that the qualification be held, the cost incurred in gaining the qualification will not be reimbursed.
- 31.14 A First Aid Officer will be paid a First Aid Allowance of **\$33.30** per fortnight provided that the officer is required to be able to perform those duties on at least six (6) days a fortnight.
- 31.15 Staff members required to be able to perform the duties of a First Aid Officer for less than six (6) days a fortnight will be paid an allowance calculated on a pro rata basis using the rate expressed in clause 31.14. This payment will be paid per hour for each hour worked or part thereof.

- 31.16 The First Aid Allowance prescribed in this clause will be adjusted in accordance with the annual percentage change in the Consumer Price Index for Adelaide for the preceding twelve (12) months ending in the September quarter. Any adjustments will be rounded to the nearest five (5) cents and be operative from the first pay period commencing on or after 1 November in that year.

Aboriginal and Torres Strait Islander Language Allowance

- 31.17 In recognition of the increased effectiveness and productivity of staff proficient in Aboriginal languages, a staff member who is required by the University to use Aboriginal language in the course of their employment will be paid an allowance of:

- a) Level 1 - **\$2,793.00** per annum.

Level 1 is an elementary level. This level of accreditation is appropriate for staff members who are capable of using minimal knowledge of language for the purpose of simple communication.

- b) Level 2 - **\$4,660.10** per annum.

Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.

- 31.18 Aboriginal language will mean a recognised proficiency in any one of the Aboriginal languages.

- 31.19 The Aboriginal Language Allowance prescribed in this clause will be adjusted in accordance with the annual percentage change in the Consumer Price Index for Adelaide for the preceding twelve (12) months ending in the September quarter. Any adjustments will be rounded to the nearest five (5) cents and be operative from the first pay period commencing on or after 1 November in that year.

Higher Duties Allowance – Academic Staff

- 31.20 The payment of a higher duties allowance (HDA) for academic staff is limited to course or program coordination and Acting Executive Dean, Pro Vice Chancellor, Dean of Programs, Dean of Research or Director of Research Institutes or Centres (or with equivalent level of responsibility to such positions).

- 31.21 Academic staff required to act in positions of Executive Dean, Pro Vice Chancellor, Dean of Programs, Dean of Research or Director of Research Institutes or Centres (or with equivalent level of responsibility to such positions) will receive a higher duty allowance after a period of two (2) weeks in the higher classified position. The allowance will be 50% of the difference between their existing salary and the minimum salary for the higher classified position. After a period of four (4) weeks in the higher classified position, the allowance will be the difference between their existing salary and the minimum salary for the higher classified position.

- 31.22 Academic staff, at Level A Step 1–5, required to undertake full course coordination duties will receive a higher duties allowance at Level A Step 6–8.

- 31.23 Academic staff required to undertake full program coordination duties will receive a higher duties allowance at Level C Step 1–6. Annual incremental adjustments will apply.

Higher Duties Allowance – Professional, Security and Grounds Staff

- 31.24 A staff member may be directed to temporarily perform higher duties other than some or all of the duties on which their classification is based.

- 31.25 The relevant authorisation holder in accordance with the Vice Chancellor's Authorisations will authorise the payment of higher duty allowance to staff members who, for more than five (5) consecutive working days, perform duties which form the whole or part of a more highly classified position.

- 31.26 The higher duty allowance will be the difference, between the staff member's salary and the minimum salary paid in respect to the higher position. Where there is no difference, the staff member will receive a higher duty allowance equivalent to the next highest salary paid in the higher position.

31.27 A staff member required to undertake part of the duties of a higher classified position, will be entitled to a proportionate amount of higher duty allowance which is equivalent to the time required to undertake the higher duties.

31.28 Higher duties will normally be worked for a maximum period of six (6) months unless there is a definite end date already determined. Any extension of a period beyond six (6) months will be subject to review by the supervisor.

On-Call Allowance - Professional, Security and Grounds Staff

31.29 Staff who are rostered to be on-call will be paid an allowance in accordance with the following provisions:

- a) Staff who are rostered to be on-call outside of the ordinary hours as defined in clause 37, will be paid an allowance of **\$18.80** for each day.
- b) Staff who are rostered to be on-call during a full Saturday, Sunday or public holiday or any day that the staff member would normally be rostered off duty, will be paid an allowance of **\$37.95** per day.
- c) The on-call allowance prescribed in this clause will be adjusted in accordance with the annual percentage change in the Consumer Price Index for Adelaide for the preceding twelve (12) months ending in the September quarter. Any adjustments will be rounded to the nearest five (5) cents and be operative from the first pay period commencing on or after 1 November in that year.

31.30 No staff member should be rostered or required to be on-call more frequently than a total of seven (7) days every fourteen (14) days. Any arrangements that would require a staff member to be on-call more frequently than this must only be introduced where the staff member agrees.

31.31 The frequency, duration and other matters of being on-call is to be established through consultation with the staff members affected and, if requested by the staff members or their representatives, having particular regard to occupational health, safety and welfare considerations.

31.32 Staff members who are on-call must be contactable whilst on-call but will not be restricted to their personal residence.

31.33 Staff members classified below HEO9 will be entitled to payment for all time worked, with a minimum of three (3) hours paid, at overtime rates (or time off in lieu by agreement) when recalled to work necessitating their attendance at the workplace or other worksite.

31.34 Staff members classified below HEO9 will be entitled to payment at overtime rates (or time off in lieu by agreement) for all time worked for work performed from home when on-call, provided that the total time spent so working on any day and/or night is at least thirty (30) minutes.

31.35 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described above is the staff member's normal rate for overtime purposes.

31.36 The supervisor may determine special arrangements where the particular circumstance of any case requires a different approach.

31.37 Where the special arrangements are inconsistent with any of the provisions of this clause, they will prevail over the provisions of this clause to the extent of that inconsistency.

31.38 All staff members who travel to work as a result of receiving a recall to work will be:

- a) Reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees); or
- b) Permitted to use the University's provider for passenger transport services or a taxi at the employer's expense to travel to and from the workplace; or
- c) Permitted to use, when available, a University vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

32. RECOVERY OF MONIES OWED BY STAFF

32.1 The University may make salary deductions in order to recover monies owed by a staff member including but not limited to:

- a) Relocation expenditure incurred on behalf of a staff member and which the University is entitled to recover due to the staff member terminating their employment without completing the requisite period specified in the offer of appointment;
- b) Payment of leave in advance; and
- c) Overpayments of salary or allowances.

32.2 Before commencing to make a salary deduction, the University will provide the staff member with written details of the monies owing and the reasons and make a reasonable attempt to consult with the staff member on a reasonable method and timeline of repayment. The University will then provide the staff member with written details of the repayment arrangements and the date of commencement.

33. CASUAL ACADEMIC STAFF SALARY RATES

33.1 The minimum salaries paid to academic staff employed on a casual basis will be at the rates provided in this clause. Base rates applying to casual academic staff under Schedule 3 are calculated in accordance with the formulae in clauses 33.2, 33.3 and 33.4. Base rates applying to casual research academic staff are calculated in accordance with the formulae in clause 33.5.

Lecturing Rate and Higher Marking Rate

33.2 The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale, and calculated as follows:

$$\frac{\text{Level B Step 2/52} + 25\%}{37.5}$$

Full Subject Co-ordination, Possession of a Relevant Doctoral Qualification or Standard Marking

33.3 The base rate applicable where the duties include full course co-ordination, or standard marking, or the staff member possesses a relevant doctoral qualification, is determined by reference to the sixth step of the full-time Level A scale and calculated as follows:

$$\frac{\text{Level A Step 6/52} + 25\%}{37.5}$$

All Other Duties

33.4 The base rate applicable to all other duties including tutoring rates not covered by clause 33.2 and 33.3 is determined by reference to the second step of the full-time Level A scale and calculated as follows:

$$\frac{\text{Level A Step 2/52} + 25\%}{37.5}$$

Research Academic Staff

33.5 The base rate applicable to casual research academic staff will be calculated as follows:

$$\frac{\text{Appropriate Research Classification and Step/313} \times 6 + 25\%}{37.5}$$

34. STAFF CLASSIFICATION – PROFESSIONAL AND GROUNDS STAFF

34.1 All professional and grounds staff (excluding security officers) will be classified according to the professional staff classification descriptors in Schedule 5 of this Agreement. The classification process will also take into consideration the University's [Classifying Positions Procedure](#) (as amended or replaced).

Job Evaluation

34.2 All staff will receive a position description that clearly defines the role and responsibilities of their position.

34.3 Where a staff member or supervisor believes that the work required to be performed in the position has changed from that required of the position, a request will be made to review that classification level in accordance with the University's [Classifying Positions Procedure](#).

34.4 If the reclassification process results in a higher classification, the staff member will move to at least the next highest salary.

34.5 Where a staff member, with the agreement of their supervisor, has performed duties of a higher work value than their current classification, and the duties are not an ongoing requirement of the position, the staff member will be recognised in the form of a higher duties allowance for the time that such higher duties have been performed as specified in clause 31.24-31.28.

34.6 All positions will be reviewed at least once every five (5) years.

Classification Review

34.7 A review in relation to the classification of a position will be formally notified to the Executive Director: People, Talent and Culture in writing and in sufficient detail to enable for the nature of the review to be identified.

34.8 The review will be referred to a Classification Review Committee comprising:

- a) A nominee from the Vice Chancellor (from within the University);
- b) A nominee of the relevant union (from within the University); and
- c) A chairperson agreed between the Vice Chancellor and the relevant union.

34.9 Persons nominated to this Committee must have training in and/or understanding of classification matters.

34.10 The Committee will act in a way to ensure that fairness, natural justice and due process are observed and practiced. The Committee may take into account such further material as it believes appropriate to substantiate or otherwise the facts in dispute, and may interview any person it thinks fit to establish the merits or facts of the particular case.

34.11 The Committee will advise the Executive Director: People, Talent and Culture and the staff member of its recommendation in relation to the review.

34.12 If the classification review remains unresolved, this does not preclude a formal dispute being raised in accordance with clause 58 (Dispute Resolution Procedures) of this Agreement. In such cases steps that have already been undertaken in the various stages in the dispute resolution process do not need to be repeated again.

Linked Classification

The University acknowledges that the duties and responsibilities of a position may, in certain circumstances, extend beyond a single Higher Education Officer (HEO) classification level. The [Classification Linking Guidelines](#) provides local areas with the capacity to link classification levels for such positions.

SECTION 5: WORKLOAD AND HOURS OF WORK

35. WORKLOAD – ACADEMIC STAFF

- 35.1 This clause applies to part-time and full-time academic staff members employed on a continuing or fixed-term basis.
- 35.2 Academic workloads are a combination of self-directed and allocated activities. Allocation of workload must be consistent with the Minimum Standards for Academic Levels (Schedule 4), letter of appointment and position description.
- 35.3 Allocation of a staff member's workload and appointment to positions as Teaching & Research Academic, Research Academic, or Teaching Academic will be in accordance with the provisions of this Agreement and the *University of South Australia Academic Workload Guidelines*, which will be agreed between the University and NTEU and, once agreed, will apply for the life of this Agreement.

Academic Career Pathways

- 35.4 Academic work comprises a broad range of activities including teaching, supervision, research, scholarship, leadership in staff members' areas of academic and professional expertise (including external engagement), and the leadership and administration associated with these activities including research leadership, course coordination and program direction. While a staff member may at times focus more intensively on a particular category of academic activity, it is in the interests of both staff members and the University for workloads to include activities from a combination of the broad categories of teaching, research/scholarship and administration/engagement, as relevant to the academic career pathway.
- 35.5 The three (3) academic career pathways are:
- a) Teaching and Research Academic who undertakes teaching, research/scholarship and administrative/engagement activities with a respective percentage allocation of 40:40:20. However, it is recognised that a staff member may at times, by agreement, focus more intensively on a particular category of academic activity, in which case the respective allocation will be amended accordingly;
 - b) Research Academic who undertakes research and related activities and may also, by agreement, undertake activities related to teaching, administration/engagement and scholarship. Any teaching or teaching related activities will be recognised in a teaching workload allocation;
 - c) Teaching Academic who undertakes teaching, scholarship and administrative/engagement activities with a respective percentage allocation of 60:20:20. However, it is recognised that a staff member may at times, by agreement, focus more intensively on scholarship and/or administrative/engagement activities in which case the respective allocation will be amended accordingly.

- 35.6 Nothing in this clause restricts a staff member from seeking to change their career pathway or workload allocation in a way that is consistent with Clause 35.5 above as part of performance development discussions. The transition to an alternative career pathway, or revised workload allocation, will be by agreement and recorded.

- 35.7 Promotion of academic staff members will be in accordance with the University's academic promotion process. Where a staff member transitions from one academic career pathway to another, the transition will be taken into account as part of the academic promotion assessment. The performance development process will be utilised to support staff members where they wish to commit to a particular career pathway.

Hours of Work

- 35.8 Annual hours of work for a full-time academic staff member are 1725. Staff members will not be required to work more than 1725 hours per year. There will be a proportionate reduction in hours for part-time staff members.

35.9 1725 hours is derived from forty-six (46) weeks (Fifty-two (52) weeks less four (4) weeks recreation leave; two (2) weeks of public holidays); multiplied by 37.5 hours per week. There will be a reduction in workload allocation for any additional period of leave concomitant with the length of the leave.

Workload Allocation Principles

35.10 Allocation of workload will:

- a) Be equitable, transparent, reasonable, and compliant with the University's duty of care for staff members;
- b) Recognise an appropriate balance between work and other parts of life.

35.11 The provisions prescribed in this clause take precedence over budget considerations.

35.12 Each staff member is entitled to a reasonable workload that:

- a) Is consistent with the staff member's level of appointment and employment fraction;
- b) Takes into account their discipline expertise;
- c) Enables the needs of early career academics to establish a research and/or scholarship profile; and
- d) Provides allocations required to provide students with a quality educational experience.

35.13 Workload allocations for teaching-related activities will be based on hours-based units reflective of the time required to do the work. All academic staff members who teach will be provided with time required to undertake tasks including but not limited to:

- a) Preparation for delivery of teaching activities;
- b) Updating of existing course materials;
- c) Redevelopment of existing course materials;
- d) Developing new courses and course materials;
- e) Student consultation related to the delivery of teaching activities;
- f) Student consultation related to course coordination;
- g) Marking and associated administration;
- h) Scholarship consistent with the obligations set out in *the Higher Education Standards Framework (Threshold Standards) 2021* (as amended from time to time); and
- i) Teaching related administration.

35.14 Workload allocations for course coordination will be based on hours-based units reflective of the time required to do the work. All academic staff members who course coordinate will be provided with time required to undertake tasks including but not limited to:

- a) Reviewing, updating, and developing course learning materials, including assessment items and online assessment/feedback resources, to reflect advances in pedagogy, practices or changes in regulatory or accreditation requirements, and respond to student or peer review feedback;
- b) Updating the course learning management system site and course outline;
- c) Consultation with students related to the course;

- d) Online facilitation, including moderating discussion boards and responding to student queries;
 - e) Coordinating marking activities and grade moderation;
 - f) Overseeing the teaching activities of other staff members, including sessional staff members involved with teaching of the course; and
 - g) Adapting courses in response to changes in related online systems and processes.
- 35.15 Where an academic staff member is provided with a 20% allocation for administration/engagement as standard, and they are assigned additional activities, this administration/engagement component of workload will be increased as necessary, with a commensurate reduction in teaching workload allocation.
- 35.16 Research workload allocations will be sufficient for staff members to undertake all activities that may lead to research outcomes. The research component of workload allocation will be allocated as a percentage of total workload in accordance with sub-clause 35.5 (Academic Career Pathways). Academic workload models will not determine time or express allocations as hours-based units for research activities other than for research degree supervisions.
- 35.17 Each academic staff member's allocated workload will be set out in an agreed annual workload allocation. Any agreed training required will be recorded in the academic staff member's annual performance development plan.
- 35.18 Where an academic staff member raises concerns about the reasonableness of their workload allocation, they will not be required to undertake the specific activities they have raised concern about while their concern is under review in accordance with sub-clauses 35.32 to 35.35 (Workload Review). An academic staff member may refuse a workload allocation if they believe it is unreasonable.
- 35.19 Teaching and Research academic staff members who supervise research degree students will receive a research allocation proportionate to the number of students supervised. Where the requirement for Teaching and Research academic staff members to supervise research degree students limits the opportunity to undertake a balanced range of research activities, the staff member's workload profile will be adjusted through discussion between the staff member and supervisor to provide an increased allocation for research with a commensurate reduction in the time allocated to teaching and teaching-related activities.
- 35.20 Teaching academic staff members who are required to supervise research degree students will receive an increased scholarship workload allocation proportionate to the number of students supervised, with a commensurate reduction in the proportion of time allocated to teaching and teaching-related activities.
- 35.21 Workload allocations for all online teaching and teaching-related activities will reflect the work associated with the development and delivery of online learning and will take sufficient account of the requirements of development and delivery of hybrid and asynchronous delivery.
- 35.22 Consistent with the range of activities, academic staff members will undertake work in various locations. To ensure that the needs of the University's students and other stakeholders are met, academic staff members will spend most of their working time on campus or will make other arrangements to ensure that they are available to students, colleagues, and others for consultation.
- 35.23 Where academic staff members are required to travel between University campuses or to practicum placement locations, or for any other purpose in the course of their role, the travel time will be recognised in workload allocations.
- 35.24 Academic staff members will not be required to teach offshore but may do so by agreement.
- 35.25 Staff members will not normally be required to commence teaching within twelve (12) hours of the conclusion of a teaching session or other directed duties conducted on the previous day, except by agreement.
- 35.26 When staff members are seconded to another position, are on leave, or participate in a flexible work arrangement (FWA), any residual unallocated work that is required to be performed will not remain

unallocated or cause a consequential excess of workload for any staff member. For the avoidance of doubt, the unallocated work will not be assigned to a staff member who already has an agreed allocated workload of the maximum annual hours as set out in clause 35.8.

35.27 Staff members enrolled in higher degrees and making satisfactory progress will have this factored into their workload at no less than 20% of load unless otherwise agreed.

35.28 The University recognises that some Aboriginal and Torres Strait Islander academic staff members make a contribution to the University beyond the formal responsibilities and duties of their position or allocated roles. Should they so choose, an Aboriginal or Torres Strait Islander academic staff member will have this contribution recognised as part of their workload allocation.

Workload Allocation Models

35.29 Each Academic Unit (or equivalent) will develop and maintain a workload model consistent with the terms of this Agreement. Workload allocation models will:

- a) Be based on program and course requirements;
- b) Be developed in collaboration with all staff members whose workloads are determined in accordance with this clause;
- c) Set out a transparent correlation between clause 35.8 above and the hours of individual allocated workload;
- d) Include all activities of academic work;
- e) Accurately reflect the time required to do the work; and
- f) Be reviewed in collaboration with staff members on an annual basis.

35.30 Proposed academic workload models developed and/or reviewed in accordance with clause 35.29 above will be provided to those staff members whose workloads are to be determined by the model for approval. Once consensus of a majority of those staff members has been reached, the workload model will be implemented and staff members will be provided with access to the model.

35.31 Each Program team will establish and maintain collegial processes to determine the teaching activities required for course delivery to ensure equitable application of Academic Unit workload models and program and course-based workload allocations, including consultation on the development of new courses and closure of existing courses.

Workload Review

35.32 A staff member who believes that the workload assigned to them is:

- a) Inequitable – that is, given the staff member's academic classification level and fraction of employment, their workload is not appropriate in comparison to the workloads of other staff members in the Academic Unit; or
- b) Unreasonable – that is, could not be expected to be completed by a staff member with the required knowledge and abilities within the weekly 37.5 hours or annual 1725 hours limitation (pro-rata for part-time staff members); or
- c) Unbalanced – that is, it does not provide adequate opportunity to undertake a balanced range of workload elements, or to maintain an appropriate balance between work and other parts of life; or
- d) Unsafe – that is, may have an adverse impact on their wellbeing

will in the first instance discuss their concerns with their supervisor and/or Program Director to achieve resolution of their concern.

- 35.33 If a resolution of the staff member's concern is not achieved through discussion with the supervisor and/or Program Director, a workload reference group can be convened either at the request of the staff member or by the Academic Unit. A workload reference group may comprise the supervisor, Professorial Lead, Program Director, Dean of Programs, or Executive Dean as relevant. Should the staff member so choose, they may nominate up to two (2) additional academic staff member(s) for inclusion in the workload reference group.
- 35.34 Where a staff member's concern relates to confidential personal circumstances such that they are unable to deal with the matter themselves, should the staff member so choose they may nominate an academic staff member to resolve their concern on their behalf with relevant members of the Program team or Academic Unit, on a confidential basis.
- 35.35 In the event the workload reference group, or the nominated academic staff member, is unable to achieve a resolution the matter will be referred to the Provost & Chief Academic Officer.

36. WORKLOAD – PROFESSIONAL, SECURITY AND GROUNDS STAFF

Allocation of Workload

- 36.1 For the purpose of this clause, "workload" means the work required by the University to be performed by the staff member.
- 36.2 All professional staff members will be provided with a position description. The supervisor and staff member will review the position description as part of the annual performance development process to ensure the required duties and responsibilities of the position are included.
- 36.3 Supervisors are responsible for the allocation of work in consultation with staff members. The workload of a staff member will generally be comprised of the required duties and responsibilities set out in the staff member's position description, and these will be consistent with the staff member's position classification.
- 36.4 The University will ensure supervisors consult with their direct reports on the nature and scale of the work allocated to them, on at least an annual basis or when requested by a staff member.
- 36.5 A professional staff member's workload will be based on what can reasonably be achieved within the staff member's ordinary hours of duty and will not exceed what can be reasonably achieved without risks to health and safety.
- 36.6 The University recognises that some Aboriginal and Torres Strait Islander staff members make a contribution to the University beyond the formal responsibilities and duties of their position or allocated roles. Should they so choose, Aboriginal and Torres Strait Islander staff members will have this contribution recognised as part of their workload allocation.
- 36.7 Supervisors will monitor the accumulation of flexitime and time off in lieu and will facilitate timely scheduling of the agreed accumulated time. Where accumulation of either or both exceeds ten (10) working days, the staff member may elect to schedule the taking of the accumulated time from a date of their choosing with the provision of four (4) weeks' notice and the supervisor will make necessary adjustments to their workload.
- 36.8 When staff members are temporarily seconded to another position, are on leave, or participate in a flexible work arrangement (FWA), any residual unallocated work that is required to be performed will not cause a consequential excess of workload for any staff member. For the avoidance of doubt, the unallocated work cannot be assigned to a staff member who already has a full workload.
- 36.9 A staff member may refuse a workload allocation if they believe it is unreasonable. They will not be required to undertake the work they have raised concern about while their concern is under review in accordance with clause 36.13.
- 36.10 With sufficient notice for the staff member to plan accordingly, a staff member may be required to undertake duties at any of the University's metropolitan sites of operation and over the internet and other communication technologies as part of their normal workload.

36.11 Participation on University committees and where a role is required to be undertaken under legislation will be recognised as part of a staff member's workload.

Workload Review

36.12 Supervisors are responsible for the ongoing management of workloads. The University will require supervisors to monitor the workload of staff members to ensure that the allocation of work is equitable, reasonable, balanced and achievable within the staff member's ordinary hours of work, without risk to health and safety.

36.13 A staff member who believes the workload assigned to them is:

- a) Inequitable – that is, not appropriate in comparison to the workloads of other staff members in their work unit, or
- b) Unreasonable – that is, the workload could not be expected to be completed by a staff member with the required skills, knowledge and experience, within their ordinary working hours,
- c) Unbalanced – that is, it does not provide adequate opportunity to undertake the range of responsibilities in their position description, or to maintain an appropriate work/life balance, or
- d) Unsafe – that is, may have an adverse impact on their wellbeing

will in the first instance discuss the matter with their supervisor to achieve a resolution of their concerns.

36.14 Where a staff member's concern relates to confidential personal circumstances such that they are unable to deal with the matter themselves, should the staff member so choose they may nominate another staff member to resolve their concerns with their supervisor, on a confidential basis.

36.15 Every reasonable attempt will be made to resolve workload concerns informally with the supervisor(s) as soon as practicable.

36.16 If the matter cannot be resolved satisfactorily between the staff member and supervisor, the staff member may refer the matter to the next level supervisor (or agreed alternative), and the following process will apply:

- a) The staff member will set out the impact and implications of their workload concerns and suggested ways to resolve the matter where possible.
- b) The next level supervisor will review the staff member's workload and, normally within two (2) weeks of the matter being referred to them, will provide to the staff member and supervisor a report determining whether the staff member's workload is consistent with the provisions in clause 36.12.

36.17 If the staff member's workload is found to be inconsistent with clause 36.12, then appropriate adjustments will be made.

36.18 If the matter cannot be resolved satisfactorily between the staff member and next level supervisor, the matter will be referred to the Head of the Academic or central administrative Unit (or agreed alternative) for review. If the staff member's workload is found to be inconsistent with clause 36.12, then appropriate adjustments will be made.

36.19 The staff member can seek the support of the relevant union at any stage of the process.

37. HOURS OF WORK – PROFESSIONAL, SECURITY AND GROUNDS STAFF

Ordinary Hours – Professional Staff (excluding Security and Grounds Staff)

37.1 The ordinary hours of work for full-time professional staff are 36.75 hours per week. For part-time staff the ordinary hours of work are less than 36.75 hours per week. Ordinary hours are to be worked within a span

of 7.00am - 7.00pm Monday to Friday, excluding those staff working shift work in accordance with clause 37.16 and 37.17 (Shift Work—Library) of this Agreement.

- 37.2 The customary hours of work are 8.30am to 5.15pm. This does not impede a staff member and their supervisor coming to an alternative arrangement to work ordinary hours of work in accordance with the span as outlined in clause 37.1. An alternative arrangement will be based on:
- a) A staff member's request to adjust the ordinary hours of work within the span for personal reasons; or
 - b) An identified organisational need for adjusted hours, with accompanying rationale.
- 37.3 A supervisor's plan to vary the customary hours of work and accompanying rationale must be provided in writing to the staff member concerned.
- 37.4 Where such an organisational need exists and there is a proposed adjustment to the customary hours of work, the supervisor will consult with all affected staff and provide at least four (4) weeks' notice of the change or less if mutually agreed with affected staff.
- 37.5 Where a supervisor is satisfied that there is an appropriate and substantive reason as to why a staff member cannot work the changed hours then the staff member will not be required to work the changed hours. Appropriate and substantive reasons may include (but are not limited to) the personal or family or carer's commitments of the staff member.
- 37.6 Where an unforeseen situation arises requiring a temporary change to the customary hours of work, the supervisor will endeavour to give a minimum of forty-eight (48) hours' notice to the staff member.
- 37.7 Where a staff member has confidential reasons for not being able to work outside the customary hours of work, these reasons will be accepted as valid without disclosure to the supervisor, provided that the staff member can demonstrate an appropriate and substantive reason to the relevant local area Strategic People Partner, such that it would not be appropriate to require the staff member to work outside of the customary hours of work.

Ordinary Hours – Security and Grounds Staff

- 37.8 The ordinary hours of work for full-time security staff will be 36.75 hours per week to be worked within a span of 7.00am – 11.00pm Monday to Friday.
- 37.9 Security staff (excluding grand parented security staff) who finish their ordinary hours between 6.00pm and 11.00pm will be deemed to be working an afternoon shift and will be paid a shift loading of 15%, in addition to the ordinary rate of pay.
- 37.10 The ordinary hours of work for full-time grounds staff will be 36.75 hours per week to be worked within a span of 6.00am – 6.00pm Monday to Friday.

Flexible Ordinary Hours

- 37.11 A staff member may work ordinary hours outside the spread of ordinary hours specified in clauses 37.1, 37.8 and 37.10 on a temporary or ongoing basis where:
- a) The University requests a change based on operational requirements and the change is agreed in writing between the staff member and the University; or
 - b) It is requested at the staff member's initiative and agreed in writing by the University solely to accommodate flexible working requests of the staff member, including to better meet their personal circumstances.
- 37.12 Prior to initiating a discussion with a staff member under clause 37.11 a), or assessing a request from a staff member under clause 37.11 b), the University will consider the implications of working flexible ordinary hours at the times proposed, including workplace health and safety and the cost to the University. This includes consideration of working alone or with others, the availability of transport and/or alternative

methods, personal safety and the impact (if any) that the flexible ordinary hours arrangement may have on other staff in the work area concerned.

- 37.13 A staff member who works ordinary hours in accordance with clause 37.11 a), will be paid a 15% flexibility loading for every hour worked outside the spread of ordinary hours specified in clauses 37.1, 37.8 and 37.10, except for ordinary hours worked on:
- a) Saturday - 50% flexibility loading per hour;
 - b) Sunday - 100% flexibility loading per hour;
 - c) Public Holiday - 150% flexibility loading per hour.
- 37.14 Except for clause 37.15, a staff member may revert to their previous hours of work, by giving no less than six (6) weeks' written notice to the University, or as otherwise agreed.
- 37.15 Where the University introduces a flexible ordinary hours span appointment by advertisement, the terms of appointment will specify how the flexible ordinary hours may be varied and the flexibility loading requirements will apply in accordance with clause 37.13.

Shift Work - Library

- 37.16 The provisions in clauses 37.16 and 37.17 will apply where a staff member in the Library regularly works their ordinary hours on a rostered shift arrangement where the shift finishes outside of the span of hours as defined in clause 37.1. The provisions in clauses 37.11-37.15 (Flexible Ordinary Hours) do not apply to Library staff where there is a rostered shift arrangement in place established in accordance with this sub-clause.
- 37.17 In addition to the ordinary rate of pay, the following loadings are paid for all time worked on shifts:
- a) Finishing outside of the span of hours Monday to Friday – 15%;
 - b) On Saturday – 50%;
 - c) On Sunday – 100%;
 - d) On a Public Holiday – 150%.

Paid Days Off for Working 37.5 Hour Week

- 37.18 All full-time professional, security and grounds staff subject to clause 37 will work 37.5 hours per week in order to take four (4) paid days off (PDO) during the Christmas/New Year period, on days which are not public holidays. For security and grounds staff, other alternative times may be made for the taking of the PDO's by agreement between the staff member and Director: Facilities Management (or nominee). Each year, the University determines the Christmas/New Year period and the designated dates on which the PDO's are to be taken.
- 37.19 Part-time staff are entitled to PDO's during the Christmas/New Year period provided:
- a) That their fractional time hours of duty are based on the 37.5 hour week;
 - b) The time off to be taken will be the PDO's determined by the University under clause 37.18, which fall on the normal working days of the part-time staff member concerned.
- 37.20 Volunteers will be sought where the University identifies an organisational need to provide services in any area over the Christmas/New Year period.
- 37.21 The PDO's in clauses 37.18 and 37.19 are not cumulative and will be taken at an alternative time by agreement between a staff member and their supervisor no later than 30 April of the following year.
- 37.22 If a supervisor and staff member are unable to agree dates for a staff member to take any remaining PDO's not taken prior to 30 April, the remaining PDO's will be paid to the staff member at ordinary rates of pay.

- 37.23 Staff members who commence part way through a year will receive the full benefit of the PDO's specified in clauses 37.18 and 37.19.
- 37.24 Staff members who cease employment prior to 31 December in any year will be paid their PDO's for that year specified in clauses 37.18 and 37.19 less any time taken.
- 37.25 Other conditions associated with PDO's will be in accordance with the University's [Managing Paid Time Off Procedure](#).

Meal Breaks

- 37.26 An unpaid meal break of a minimum of thirty (30) minutes will be taken daily by a staff member to commence no later than five (5) hours following the commencement of ordinary hours of work for the day.

38. OVERTIME – PROFESSIONAL, SECURITY AND GROUNDS STAFF

Conditions

- 38.1 Overtime will only be worked if approved in advance by the supervisor.
- 38.2 In relation to a full-time continuing or fixed term staff member, or a casual staff member, overtime occurs when the staff member is required to work:
- a) In excess of 7.5 hours per day or 37.5 hours per week; or
 - b) Outside of the span of hours as defined in clauses 37.1, 37.8 and 37.10, excluding those staff working flexible ordinary hours or shift work in accordance with clauses 37.11-37.15 and 37.16-37.17.
- 38.3 The 25% loading prescribed in clause 9 (casual employment) is not included for the purpose of calculating payment for overtime to a casual staff member.
- 38.4 Overtime will not extend to any staff member:
- a) Paid an allowance in lieu of overtime;
 - b) Whose salary (or salary and allowances in the nature of salary) exceeds the maximum salary of the HE07 classification as applying from time to time; and
 - c) If the additional hours worked are in accordance with a flexible work arrangement or flexi-time scheme agreed between the supervisor and the staff member.
- 38.5 In relation to clause 38.4 a) and c), a staff member will receive at least the rate of pay they would have received in accordance with the provisions of this Enterprise Agreement if no arrangement was made.

Overtime Rates

- 38.6 Staff members who qualify for overtime will be paid on the following basis for overtime worked:
- a) On Monday to Friday inclusive at the rate of time and a half for the first three (3) hours and double time thereafter;
 - b) On a Saturday at a rate of time and a half for the first three (3) hours and double time thereafter except that all time worked after noon will be at the rate of double time with a minimum payment as for three (3) hours work. See example below:

Staff member commences overtime on Saturday morning at 11:00 a.m. and completes duties at 12:00 noon. Overtime payment will be one (1) hour at the rate of time and a half and two (2) hours at the rate of double time - a minimum payment as for three (3) hours work;
 - c) On a Sunday at the rate of double time for all time worked with a minimum payment as for three (3) hours work at such rate; and

- d) On a public holiday at the rate of double time and a half for all time worked with a minimum payment as for four (4) hours work at such rate.

38.7 A staff member who works for more than two (2) hours after normal finishing time on weekdays will be allowed an unpaid break of at least thirty (30) minutes. For the purposes of this sub-clause, the normal finishing time will be recorded as the time a staff member with the agreement of their supervisor normally finishes work for the day.

38.8 The hourly rate for overtime payment will be ascertained by using the following formula:

Fortnightly salary/ordinary hours of duty per fortnight x 3/2, provided that:

- a) For double time the multiplier will be 2/1 instead of 3/2.
- b) For double time and a half the multiplier will be 5/2 instead of 3/2.

Time Off In Lieu Of Overtime (other than Public Holidays)

38.9 Staff members may request and, with the agreement of their supervisor, take time off in lieu (TOIL) of receiving overtime payment. TOIL will accrue at the overtime rate applicable to the overtime when worked (i.e. one (1) hour of overtime worked where the overtime rate applying is time and a half means the corresponding time off in lieu is 1.5 hours).

38.10 In these circumstances TOIL should be taken as soon as practicable after the overtime is worked at a time agreed between the supervisor and staff member. Supervisors may permit TOIL to accumulate up to five (5) working days.

38.11 Where agreement is reached for TOIL to be taken and the staff member does not take the time off, the supervisor may then direct the staff member to take the time off.

38.12 Any remaining TOIL not taken by the staff member by the end of the financial year in which it was worked, will be paid at the overtime rate appropriate to the overtime when worked.

Rest Period After Overtime

38.13 Overtime will be arranged that staff members have at least ten (10) consecutive hours off duty between the work of successive days unless they agree otherwise.

38.14 A staff member who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not at least ten (10) consecutive hours off duty between those times will, subject to this clause, be released after completion of overtime until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during this absence.

38.15 If a staff member agrees to resume or continue work without having had ten (10) consecutive hours off duty, they will be paid at double time until they are released from duty and they will then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during this absence.

Part-time Staff Members

38.16 These provisions will apply to part-time continuing and fixed term staff members. However, the requirement to work overtime must be made with the agreement of the part-time staff member.

38.17 Overtime will only be payable where the hours are worked outside of the established or agreed ordinary hours of the part-time staff member for the day concerned. Part-time staff members will be paid at the appropriate overtime rates in accordance with clauses 38.6 and 38.8.

Recall to Duty

- 38.18 Except as provided in clauses 38.19 and 38.20, a staff member, including those whose salary (as salary and allowances in the nature of salary), exceeds the maximum salary of the HEO7 classification as applying from time-to-time, recalled to work overtime after leaving the place of employment will be paid for a minimum of three (3) hours work, even if the work is completed within a shorter period.
- 38.19 A staff member recalled to work within three (3) hours of starting work on a previous recall is not entitled to any additional payment for the time worked within that initial period of three (3) hours.
- 38.20 These recall provisions do not apply where it is customary for a staff member to return to work to perform specific work outside ordinary working hours, or where the overtime is continuous with the completion or commencement of ordinary working hours.
- 38.21 Payment for these recall provisions is to be in accordance with the overtime rates specified in clauses 38.6-38.8.

SECTION 6: LEAVE AND PUBLIC HOLIDAYS

39. RECREATION LEAVE

- 39.1 Full-time staff members will be entitled to twenty (20) working days recreation leave for each completed year of service. A full-time staff member who is a seven (7) day shift worker will receive twenty five (25) working days recreation leave for each completed year of service. Part-time staff members will accrue recreation leave on a pro rata basis with the calculation of leave based on their employment (FTE) fraction. Recreation leave will accrue progressively during a year of service according to the staff member's ordinary hours of work, and accumulates from year to year.
- 39.2 Recreation leave for academic staff will be in addition to the non-public holidays occurring between Christmas and New Year's Day.
- 39.3 A minimum period of four (4) weeks free of teaching will be available to be taken as recreation leave for academic staff.
- 39.4 Other conditions associated with the taking, payment and management of recreation leave will be in accordance with the University's [Recreation Leave Procedure](#).

Excess Recreation Leave

- 39.5 The University will implement leave management plans to encourage staff to take their recreation leave as soon as possible in the twelve (12) months following its accrual. Recreation leave will normally be taken under mutually agreed arrangements.
- 39.6 If a staff member has an accrual equal to, or in excess of, thirty (30) working days recreation leave, the University will notify the staff member in writing and within fourteen (14) calendar days of receiving the notification, the staff member is required to submit an application or plan to their supervisor to take their leave.
- 39.7 An application or plan to take leave in accordance with clause 39.6 will reduce the leave balance to twenty (20) working days or less and the staff member and supervisor will discuss the amount and timing of leave at times that are mutually agreeable. A supervisor may agree for the staff member to maintain a reasonable leave balance above thirty (30) working days to accommodate personal circumstances and timing, provided there is an agreed plan in place with the staff member to reduce the leave balance to twenty (20) working days or less within twelve (12) months.
- 39.8 Where no agreement is achieved to take leave in accordance with clause 39.7, the supervisor, may, on not less than a further four (4) weeks' notice, direct the staff member to take recreation leave at times determined by the University, to reduce the outstanding balance to twenty (20) working days.
- 39.9 If a staff member does not submit an application or plan to their supervisor to take their leave within fourteen (14) calendar days of receiving written notification from the University in accordance with clause 39.6, the supervisor may, on not less than four (4) weeks' notice, direct the staff member to take recreation leave at times determined by the University, to reduce the outstanding balance to twenty (20) working days. In the absence of a direction, leave will be deemed to commence for the staff member from the first University working day of the calendar year following the notification under clause 39.6 and conclude when the balance is reduced to twenty (20) working days.

Recreation Leave Loading

- 39.10 All continuing and fixed-term contract staff members, subject to this Agreement, will be entitled on the pay day preceding 1 January, to a recreation leave loading payment equal to 17.5 percent of salary for the period of leave accrued, with a maximum payment equal to the Australian Bureau of Statistics average weekly total earnings for all males – (Australia) as at May each year preceding the date of accrual.

Substitution of Recreation Leave Loading for Extra Recreation Leave

- 39.11 Staff may elect to receive four (4) days leave in addition to recreation leave in lieu of payment of recreation leave loading in clause 39.10. The conditions relating to substitution of recreation leave loading will be in accordance with the University's [Recreation Leave Procedure](#).

40. LONG SERVICE LEAVE

The University will provide long service leave for all staff in accordance with the following provisions.

Qualifying Service

- 40.1 Service carrying an entitlement to long service leave will comprise continuous service in the employment of the University, including periods of paid leave. For casual staff employed on a regular and systematic basis, reference should be made to the [Long Service Leave for Casuals Guidelines](#) with respect to the calculation of continuous service in the employment of the University.
- 40.2 All prior continuous paid service within other Australian universities, or any other employer with which the University has a reciprocal arrangement, in accordance with the requirements of clause 40.4.
- 40.3 Any period of leave without pay while in the service of the University which the University may approve as service carrying entitlement. For this purpose, where a member of staff has been granted leave without pay aggregating to more than twenty-two (22) working days in any service year on personal rather than academic or professional grounds, such period of leave will not normally carry entitlement to long service leave, except in circumstances specified in clauses 44 (Parental Leave) and 45.5 (Special Leave Without Pay).

Transferability of Service

- 40.4 For the purpose of determining a long service leave entitlement, except for those staff that are paid a salary by the University from external research funds, the University will recognise all prior continuous paid service at other Australian universities, or any other employer with which the University has a reciprocal arrangement, in the following circumstances:
- a) Recognition of prior continuous service is confined to the immediate past university or other employer (including continuous prior service that may be recognised by that university or other employer); and
 - b) Where a staff member has not received payment from the immediate past university or other employer for accrued long service leave or no such leave has been taken, the University will recognise up to a maximum of five (5) years' service for the purpose of calculating long service leave entitlements.
- 40.5 If a staff member has been paid in lieu of long service leave, or has taken long service leave, prior to accepting appointment at the University, the entitlement in respect of such long service leave taken or paid in lieu will not be transferred, although the staff member's date of commencement at the immediate past university will be recognised up to a maximum of five (5) years for the purpose of accessing a long service leave entitlement pursuant to this clause.
- 40.6 Recognition of prior service with the immediate past university or immediate other employer with which the University has a reciprocal arrangement will be recognised by the University provided that:
- a) For academic staff, the period between service at the previous appointment to taking up employment at the University is no more than two (2) months, or longer period approved by the Executive Director: People, Talent and Culture at the request of the staff member; or
 - b) For professional, security and grounds staff, the period between service at the previous appointment to taking up employment at the University is no more than three (3) months.

Long Service Leave Entitlement

- 40.7 A staff member who has ten (10) years or more full-time service has qualified for long service leave and is entitled to:
- Sixty-five (65) working days leave in respect of the first ten (10) years of service, calculated as 6.5 working days per completed year of service; and
 - 6.5 working days leave in respect of each subsequent year of service.
 - Members of the professional staff and ex-SACAE staff will be entitled to 10.7 working days of long service leave in respect of the 16th year and each subsequent year of effective service.
- 40.8 Staff members who have undertaken periods of part-time service will accrue long service leave credits on a pro rata basis in respect of that service and this will be calculated and expressed as full-time equivalent working days.
- 40.9 Staff members who have undertaken periods of casual service (including staff members who are employed as a casual on a regular and systematic basis) will also accrue long service leave credits on a pro rata basis in respect of that service, calculated by averaging the weekly hours of work over the period of the casual service. Such credits will also be expressed as full-time equivalent working days. Procedures for the calculation and payment of long service leave for casuals will be in accordance with the [Long Service Leave for Casuals Guidelines](#).
- 40.10 An entitlement under this clause arises in respect of completed years and months of service. Long service leave accrued prior to the commencement of this Agreement will be taken to have accrued in working days consistent with the provisions of this clause.
- 40.11 Subject to clauses 40.10 and 40.12, a staff member who has completed seven (7) years' service is, on termination of service, entitled to a payment equal to the monetary equivalent of the staff member's balance of long service leave entitlement at the time of termination.
- 40.12 A staff member who has completed seven (7) years' service (but less than ten (10) years) is not entitled to a payment under clauses 40.7-40.11 if:
- The staff member's contract of service is terminated on the ground of serious misconduct on the part of the staff member; or
 - The contract of service is unlawfully terminated by the staff member.

Ordinary Rate of Pay

- 40.13 A reference in these provisions to a staff member's ordinary rate of pay is a reference to the staff member's rate of pay as at the relevant date (date of commencement of a period of long service leave) exclusive of overtime, shift premiums and penalty rates but this definition is subject to the following qualification:

For casual staff the ordinary rate of pay will be ascertained by averaging the number of hours worked per week in a period not greater than three (3) years preceding the relevant date and multiplying that result by the staff member's rate of pay per hour as at the relevant date, exclusive of overtime, shift premiums and penalty rates. For the purposes of this paragraph a person who is employed on a casual basis is not to be regarded as being paid at a penalty rate.

Taking of Leave

- 40.14 Long service leave will be granted by the University to a staff member as soon as practicable (taking into consideration the needs of the University) after the staff member becomes entitled to the leave.
- 40.15 Except as provided for in clause 40.17, long service leave will be taken at times and for periods agreed upon by the staff member and their supervisor.
- 40.16 Long service leave should be taken in one continuous period.

4O.17 Subject to clause 4O.18, a member of staff who has qualified for long service leave will be entitled to take long service leave at a time of their choosing, provided that at least six (6) months written notice of such leave is given and, in the absence of such notice, the Vice Chancellor (or nominee) consents.

4O.18 Where a member of staff has accumulated a long service leave entitlement in excess of ninety-five (95) working days, the Vice Chancellor (or nominee) may give the staff member written notice to take up to sixty-five (65) working days of leave, at a time convenient to the needs of the University, provided that:

- a) The Vice Chancellor (or nominee) will give the staff member written notice of at least twelve (12) months of the date on which leave must commence;
- b) The staff member will not be required to take long service leave within twenty-four (24) months of the intended date of retirement of the staff member;
- c) The minimum period of leave the University can require a staff member to take will be six (6) weeks;
- d) In any case where a staff member has taken leave pursuant to this sub-clause the Vice Chancellor (or nominee) will not require the staff member to take a further period of long service leave for a period of two (2) years after the end of that period of leave.

4O.19 The Vice Chancellor (or nominee) may permit a staff member who has not less than seven (7) years effective service to take pro rata long service leave in respect of that effective service.

4O.20 Despite the preceding provisions of this section, the supervisor and a staff member may agree on:

- a) The deferral of long service leave;
- b) The taking of long service leave in separate periods and, where agreed, the use of other forms of leave between such periods of long service leave;
- c) The granting and taking of long service leave on less than the prescribed notice period;
- d) The taking of long service leave in anticipation of the entitlement to the leave accruing to the staff member.

4O.21 The University may deduct from any remuneration payable to the staff member on the termination of service the difference between the amount paid to the staff member in respect of the long service leave taken and the amount of payment in lieu of long service leave (if any) to which the staff member would have been entitled on the termination of service if the staff member had not taken leave in anticipation of the entitlement accruing where:

- a) A staff member takes long service leave in anticipation of the entitlement to that leave accruing to the staff member; and
- b) Before the entitlement to that leave accrues, the service of the staff member is terminated (for any reason).

Minimum Period of Long Service Leave

4O.22 The minimum period of long service leave which can be taken is one (1) working day.

Payment in Respect of Long Service Leave

4O.23 A staff member who holds a substantive part-time appointment may elect to either receive payment for a period of long service leave at a full-time equivalent rate or their part-time rate. In either case the corresponding equivalent number of working days will be deducted from the staff member's entitlement.

4O.24 Payment for a period of long service leave will be made in one of the following ways:

- a) In advance for the whole period of leave; or

- b) On the same days as payment of salary would have been made if the staff member remained at work; or
- c) In some other way agreed between the University and the staff member.

40.25 A staff member with approval of their supervisor, may take long service leave on half pay, and in that event the period of leave will be twice the period to which the staff member would otherwise have been entitled and payment will be made for the full period of the absence at half of the staff member's normal rate of pay. For determining the effect on other leave entitlements only:

- a) The first half of the leave will be on full pay; and
- b) The second half of the leave will be deemed to be leave without pay.

40.26 If a variation in a staff member's rate of pay occurs while the staff member is on leave, that variation will be reflected in the payment for the leave and if payment has been made in advance, the University will, on the staff member's return to work, make any adjustment necessary to give effect to the variation.

40.27 A staff member, once qualified for long service leave in accordance with clause 40.7, may apply at the time of qualification, or in any subsequent year of service, to receive a payment in lieu of their long service leave entitlement (i.e. cashing in). A payment in lieu of long service leave made under these provisions is by agreement with a staff member (i.e. cashing in) and will be calculated at the staff member's ordinary rate of pay applicable immediately before the payment is made.

Payment in Lieu on Termination of Employment

40.28 A payment in lieu of long service leave made on the termination of a staff member's service:

- a) Will be calculated at the staff member's ordinary rate of pay applicable immediately before the termination; and
- b) Will be made to the staff member as soon as practicable following the termination or, if the staff member has died, to the personal representative of the staff member on request.

41. PERSONAL LEAVE

41.1 In the case of personal illness or injury, full-time continuing and fixed term staff members will be entitled to leave of absence with full pay at the rate of twelve (12) working days per year and this leave will be cumulative without limit. Part-time staff members will be entitled to twelve (12) working days per year paid on a pro rata basis.

41.2 Personal leave will accrue progressively during a year of service according to the staff member's ordinary hours of work, and accumulates from year to year.

41.3 A staff member who is unable to attend work due to personal illness or injury must:

- a) Notify their supervisor of their intended absence and its estimated duration as early as practicable on the first day of their absence (or as soon as practicable thereafter where due to exceptional circumstances notification cannot be provided on the first day of the staff member's absence); and
- b) Provide a medical certificate from a registered health practitioner, or a statutory declaration or other documentation that is acceptable to the University:
 - i) For any single period of absence of five (5) working days or more; or
 - ii) Where a supervisor is concerned regarding a staff member's personal leave pattern, where that pattern relates to the staff member's personal illness or injury, a medical certificate from a registered health practitioner may be required in lieu of a statutory declaration or other documentation for each day of personal leave taken by the staff member for personal illness or injury.

41.4 Other conditions associated with the taking, payment and management of personal leave will be in accordance with the University's [Personal, Family Responsibility, Carer's and Compassionate Leave Procedure](#).

42. FAMILY RESPONSIBILITY LEAVE

42.1 A staff member (excluding a casual staff member) will be entitled to nine (9) working days family responsibility leave with pay for each completed year of service, for the mixed purpose of providing for:

- a) Carer responsibilities;
- b) Compassionate/bereavement; and
- c) Other special personal circumstances.

42.2 This leave is available where a staff member (other than a casual staff member) is unable to attend work because of the above responsibilities for one or more of the following:

- a) Child (including an adult child, adopted child or step child);
- b) Spouse or partner (including a same-sex partner, de facto spouse or a former spouse);
- c) Parent, parent-in-law, foster parent, or person standing in that place;
- d) Grandparent, grandchild;
- e) A relative;
- f) A member of the household;
- g) Member of a kinship group.

42.3 The staff member will not be entitled to take family responsibility leave where another person has family responsibility leave to care for the same person.

42.4 Where a staff member (other than a casual staff member) exhausts their entitlement in clause 42.1 above, the staff member is entitled to a period of two (2) days of compassionate leave with pay for each occasion when a person as defined in clause 42.2 of this Agreement:

- a) Contracts or develops a personal illness that poses a serious threat to their life; or
- b) Sustains a personal injury that poses a serious threat to their life; or
- c) Dies.

42.5 Compassionate leave in clause 42.4 may be taken as:

- a) A single continuous two (2) day period; or
- b) Two (2) separate periods of one (1) day each; or
- c) Any separate periods to which the staff member and the supervisor agree.

42.6 Casual staff are entitled to compassionate leave without pay in the circumstances and periods described in clauses 42.4 and 42.5 above.

42.7 Other conditions associated with the taking, payment and management of family responsibility leave will be in accordance with the University's [Personal, Family Responsibility, Carer's and Compassionate Leave Procedure](#).

43. CARERS LEAVE

Paid Carers Leave

43.1 A staff member (excluding a casual staff member) is entitled to access their accrued personal leave entitlement for absences to provide care or support to persons as defined in clause 42.2 of this Agreement.

Unpaid Carers Leave

43.2 A staff member (including a casual staff member) is entitled to a period of up to two (2) days unpaid carer's leave for each occasion when a person as defined in clause 42.2 of this Agreement, requires care or support during such a period because of:

- a) A personal illness, or injury, affecting the person; or
- b) An unexpected emergency affecting the person.

43.3 Unpaid carer's leave in clause 43.2 a) may be taken as:

- a) A single continuous period of up to two (2) days; or
- b) Any separate periods to which the staff member and the supervisor agree.

43.4 A staff member (excluding a casual staff member) is entitled to unpaid carer's leave in clause 43.2 if the staff member cannot take an amount of the following paid leave during the period:

- a) Paid carer's leave in accordance with clause 43.1; and
- b) Family responsibility leave in accordance with clause 42 of this Agreement.

43.5 Other conditions associated with the taking, payment and management of carer's leave (paid and unpaid) will be in accordance with the University's [Personal, Family Responsibility, Carer's and Compassionate Leave Procedure](#).

44. PARENTAL LEAVE

Definitions

44.1 For the purpose of this clause:

- a) **Partner** means spouse including a current or former: spouse, de facto spouse, or partner, regardless of gender identity or sexuality;
- b) **Primary Carer** means the staff member who will assume the principal role for the care or attention of a child or children.

Paid Leave Entitlements

44.2 A continuing or fixed term staff member is entitled to the following paid parental leave entitlements:

Leave Type	Entitlements and Conditions
Paid Pre Natal-Leave	A continuing or fixed term staff member who is pregnant, is entitled to take a maximum of six (6) days over the course of the pregnancy, up to the commencement of parental leave (paid or unpaid), to attend appointments associated with the pregnancy.
Paid Parental Leave	A continuing or fixed term staff member is entitled to paid parental leave when it is associated with: <ul style="list-style-type: none">• the birth of a child and the staff member is the primary carer; or

Leave Type	Entitlements and Conditions
	<ul style="list-style-type: none"> the placement of a child with the staff member for adoption, the child is under sixteen (16) years of age, and the staff member is the primary carer, <p>An entitlement to paid parental leave is provided on the following basis:</p> <p><u>A staff member with twelve (12) months or more continuous service: twenty-two (22) weeks at 100% of the staff member's ordinary weekly rate of pay.</u></p> <p><u>A staff member with less than twelve (12) months continuous service: 1.5 weeks at 100% of the staff member's ordinary weekly rate of pay for each completed month of service.</u></p> <p>An entitlement based on continuous service is determined up to the expected date of the birth or adoption of the child.</p> <p>A staff member may elect to take the paid parental leave at 50% of their ordinary rate of pay.</p> <p>A staff member who has changed their employment fraction to full-time or part-time in the twelve (12) months immediately preceding the date of parental leave, will be paid their leave on a pro rata basis according to the average number of contracted hours per week over this twelve (12) month period.</p> <p>Employer contributions to superannuation will continue during any period of paid parental leave. Except that all leave accruals and superannuation contributions during the period of paid parental leave at 50% of the ordinary rate of pay will be on a pro rata basis.</p> <p>Any proportion of paid parental leave may be paid as a lump sum if requested by a staff member.</p> <p>Appropriate certification relating to the birth or adoption of the child is be produced if required by the University.</p> <p>If the staff member's partner is employed by the University on a continuing or fixed term basis, paid parental leave may be shared up to the total eligible entitlement provided:</p> <ul style="list-style-type: none"> the staff member consents to their partner taking paid parental leave and the amount of leave to be taken; and the partner's supervisor may approve an application for leave by the partner having regard to urgent pressing business needs. <p>The staff member and partner may take leave concurrently.</p>
Paid Partner Leave	<p>A continuing or fixed term staff member is entitled to up to fifteen (15) working days paid leave to support their partner where the leave is associated with:</p> <ul style="list-style-type: none"> the birth of a child by the staff member's partner; or the placement of a child with the staff member for adoption where the child is under sixteen (16) years of age.

Leave Type	Entitlements and Conditions
	<p>Appropriate certification relating to the birth or adoption of the child is be produced if required by the University.</p> <p>Leave is non-cumulative and must be taken within twelve (12) months following the birth or placement of a child for adoption, after which an entitlement to access this leave expires.</p>
Special Paid Parental Leave	<p>If parental leave (paid or unpaid) has commenced, or has been applied for but not commenced and:</p> <ul style="list-style-type: none"> • In the case of birth related leave, the pregnancy of the staff member terminates other than by the birth of a living child, or the staff member's child dies during the period that the staff member is on leave; or • In the case of adoption leave, the child dies during the period that the staff member is on leave; <p>a continuing or fixed term staff member will be entitled to 16 weeks paid leave at 100% of the ordinary weekly rate of pay applicable to the staff member (less any paid parental leave already taken or paid) and a further period of unpaid leave as set out in clause 44.3 (Unpaid Parental Leave).</p> <p>Further leave may be granted as special leave without pay on a case by case basis subject to the determination of the relevant authorisation holder in accordance with the Vice Chancellor's Authorisations.</p>
Paid Foster Parent Leave	<p>A continuing or fixed term staff member is entitled to paid foster parent leave up to:</p> <p>Six (6) weeks paid leave at 100% of their ordinary weekly rate of pay (where the child is younger than five (5) years of age); or</p> <p>Three (3) weeks paid leave at 100% of their ordinary weekly rate of pay (where the child is older than five (5) years of age or over).</p> <p>If requested by the University, a staff member will provide appropriate documentation confirming they are acting as the primary carer of the child.</p>

Unpaid Leave Entitlements

44.3 A continuing, fixed term, long term casual and casual staff member (where referred to in the following table) is entitled to the following unpaid parental leave:

Leave Type	Entitlements and Conditions
Unpaid Parental Leave	<p>A continuing, fixed term or long-term casual staff member is entitled to unpaid leave where the leave is associated with:</p> <p><u>Birth</u></p> <p>The birth of a child whether the staff member is the primary carer, or the primary carer's partner;</p> <p><u>Adoption</u></p> <p>The placement of a child with the staff member for adoption where the child is under sixteen (16) years of age and the staff member is the primary carer;</p>

Leave Type	Entitlements and Conditions
	<p><u>Child Rearing</u></p> <p>The care of a child of the staff member where the child is not of school age and the staff member is or will be the child's primary carer.</p> <p>An entitlement to unpaid leave is provided on the following basis:</p> <p>Fifty-two (52) weeks unpaid parental leave (first period), or less at the staff member's discretion, which may be extended on application by a further period of up to fifty-two (52) weeks unpaid leave (second period). The second period application may only be refused on reasonable business grounds, and written details of the reasons for refusal will be provided. The request must not be refused before the staff member has been given a reasonable opportunity to discuss it.</p> <p>A staff member may apply for an extension of unpaid parental leave beyond the second period to the Vice Chancellor's nominee, which will be considered and only granted in special circumstances.</p> <p>The maximum period of unpaid parental leave available to a staff member in respect of the same child is a total of one hundred and four (104) weeks, except where application is granted in special circumstances beyond the second period of leave.</p> <p>Unpaid parental leave is available to partners who are both staff members in respect to the same child, but not at the same time (except in relation to a concurrent period of up to eight (8) weeks) and ensuring that the aggregate periods of leave granted to both staff members in relation to the same child does not exceed one hundred and four (104) weeks.</p> <p>Unpaid parental leave for adoption purposes may be taken by either partner, but not by both concurrently, except during the sixteen (16) week period immediately following the placement of the child.</p> <p>Where a pregnancy does not result in the birth of a living child, or where the child dies during a period of unpaid parental leave following the birth of the child, the staff member remains entitled to access unpaid parental leave up to a maximum of fifty-two (52) weeks, including any period of leave which has commenced. Any period of leave which has commenced will continue without alteration, except where the staff member seeks to return to work earlier following discussion with their supervisor.</p> <p>The unpaid parental leave period is inclusive of the paid parental leave period.</p> <p>Appropriate certification relating to the birth or adoption of the child is to be produced if required by the University.</p>
<p>Special Unpaid Parental Leave</p>	<p>Where a continuing or fixed term staff member is on paid partner leave under clause 44.2 and the child dies during the period that the staff member is on leave, the staff member will be entitled to up to fourteen (14) weeks unpaid leave or such longer period as may be certified by a medical practitioner up to a maximum of fifty-two (52) weeks, in addition to any period of compassionate leave.</p> <p>Where unpaid parental leave for child rearing purposes has commenced and the child dies during the period the staff member is on leave, the staff member will be entitled to up to fourteen (14) weeks unpaid leave or such</p>

Leave Type	Entitlements and Conditions
	longer period as may be certified by a medical practitioner up to a maximum of fifty-two (52) weeks , in addition to any period of compassionate leave.
Unpaid Pre-Adoption Leave	A continuing, fixed term long-term casual and casual staff member is entitled to two (2) days unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the staff member's adoption of a child.

Phased In Return to Work

- 44.4 Upon return to work after parental leave (paid or unpaid) the staff member may work a reduced fraction, (0.6 for a full-time staff member) and be paid the full-time salary for a period of eight (8) weeks. A part-time staff member may also work a reduced fraction (0.6 of their employment fraction) and be paid at the salary applicable for their employment fraction for eight (8) weeks.
- 44.5 Phased in return to work entitlements are only available once per child (for the purposes of this sub-clause, "child" includes children of a multiple birth/adoption, or a birth/adoption where the staff member does not return to work following a previous period of parental leave).

Post-Natal Arrangements

- 44.6 A continuing, fixed term or long-term casual staff member will be entitled to reasonable breaks in paid time for breastfeeding and lactation and a clean, private space will be provided for this purpose.

Resumption of Duty

- 44.7 A continuing or fixed term staff member who returns to work after parental leave (paid or unpaid) will:
- a) Unless agreed otherwise with the staff member, return to the position which they occupied immediately prior to such an absence. The staff member may negotiate a return to work on a fractional time basis by agreement with their supervisor in accordance with the provisions of clause 25 (Flexible Work Arrangements); or
 - b) In the event that the position they occupied immediately prior to such absence is not available due to reorganisation of the work unit, they will be appointed to a position equivalent in status and salary scale to the position formerly occupied. The location of that position will be one which is mutually agreed between the staff member and the University.
- 44.8 A long-term casual staff member who returns to work after unpaid parental leave is entitled to return to the position which they held immediately prior to such absence. If the position no longer exists and the staff member is qualified and able to work in another position, the staff member is entitled to return to that position.

Continuity of Service

- 44.9 Prior service at other Australian higher education institutions will be counted in any calculation of eligibility for parental leave.
- 44.10 Any period of paid parental leave will count as service with the University for all purposes.
- 44.11 Any period of unpaid parental leave will be deemed not to have broken the staff member's continuity of service.
- 44.12 Only the first year of any continuous parental leave will count for long service leave purposes.
- 44.13 Any period of unpaid parental leave, other than under clause 44.12, will not count as service with the University for the purpose of accrual of entitlement to recreation leave, personal leave or long service leave or for any other benefit.

General Conditions

- 44.14 The entitlements for fixed-term contract staff under this clause cease from the date of termination of the fixed-term contract unless the staff member is re-employed on a continuing basis or further fixed-term contract.
- 44.15 The taking of parental leave does not reduce a staff member's entitlements to annual leave, long service leave, time off in lieu (TOIL) or rostered days off (RDO), except in relation to clause 44.13.
- 44.16 A staff member may elect, subject to normal notice requirement for the taking of leave, to cover any of the period of unpaid parental leave with recreation and/or long service leave, and/or TOIL, and/or RDOs. Any leave, TOIL or RDOs taken does not extend the period of unpaid parental leave.
- 44.17 Staff may also access their personal leave entitlements during a period of unpaid parental leave upon satisfaction of the normal requirements for the taking of such leave specified elsewhere in this Agreement.
- 44.18 Where the University can accommodate a request without additional expense, a staff member may negotiate a return to work from a period of parental leave earlier than the date originally approved.
- 44.19 Other conditions associated with the taking, payment and management of parental leave will be in accordance with the University's [Parental Leave Procedure](#).
- 44.20 This Agreement will be taken to not limit or preclude the application of the Federal Government PPL Scheme in accordance with its terms.

45. SPECIAL LEAVE

Special Leave with Pay

- 45.1 The following categories of special leave with pay may be approved by a supervisor (or the Executive Director: People, Talent and Culture in the case of family and domestic violence leave approved in accordance with clause 47.10):

Description	Maximum periods which may be granted to a staff member in a financial year.
Emergency Service Calls	As required by emergency service organisation
Jury Service	As required by the Sheriff
Training Courses for Emergency Service Activities	10 working days
Blood Donation	Reasonable attendance and travel time on each occasion
Participation in Sporting Events	National: 5 working days over a 2-year period International: 15 working days over a 2year period
Urgent Pressing Necessity	3 working days
Moving House	1 working day every 3 years
Military Leave	See Special Leave Procedure
Family and Domestic Violence Leave	Refer clause 47. See also Special Leave Procedure.

Description	Maximum periods which may be granted to a staff member in a financial year.
Gender Affirmation Leave	Refer clause 48. See also Special Leave Procedure.

45.2 Special leave with pay can only be granted to a full-time or part-time staff member (except in the case of clause 47 – family and domestic violence leave, where special leave with pay can also be granted to a casual staff member), where the staff member makes a formal application and the supervisor determines that the circumstances of any particular application warrant granting special leave with pay. If appropriate, the supervisor may seek additional information before deciding on an application.

45.3 Special leave with pay will be granted in periods of one (1) hour or greater.

45.4 Time off with pay is to be granted in all cases where the authenticated reason for absence was an emergency service call or jury service.

Special Leave without Pay

45.5 Special leave without pay may only be granted subject to the determination of the relevant authorisation holder in accordance with the Vice Chancellor’s Authorisations, where a staff member makes a formal application.

Other

45.6 Other conditions associated with special leave with or without pay will be in accordance with the University’s [Special Leave Procedure](#).

46. CULTURAL LEAVE

46.1 A staff member may be eligible to access up to two (2) working days per calendar year of recreation, long service leave or leave without pay for cultural leave purposes in accordance with the University’s [Cultural Leave Procedure](#).

46.2 In addition to clause 46.1, a staff member who has formally identified with the University as being Aboriginal or Torres Strait Islander, is entitled to up to ten (10) working days paid leave per calendar year for the purpose of fulfilling cultural requirements and obligations that are recognised as part of the staff member’s culture. Part-time staff will be entitled to up to ten (10) working days leave paid on a pro-rata basis.

46.3 A staff member is required to submit an application for leave under clause 46.2 to their supervisor that is inclusive of the travel time required, as well as the nature of the obligation, in order to support a fair and reasonable determination by the supervisor. The supervisor may take into consideration the requirements of the University in considering the application. Where the staff member and supervisor are unable to agree on the period of leave to be granted, the application will be referred to the Executive Director: People, Talent and Culture, who will review and make a determination on the matter.

46.4 Cultural leave must be taken in a minimum of one (1) hour periods and is not cumulative year to year.

46.5 If requested by the University, a staff member who has applied for cultural leave will be required to provide reasonable evidence as to the nature of the activity/ceremony the staff member wishes to attend.

47. FAMILY AND DOMESTIC VIOLENCE LEAVE

47.1 The University is committed to providing all staff members who have experienced or are experiencing family and domestic violence with the appropriate support and a safe working environment. The University acknowledges the personal and sensitive nature of family and domestic violence and will keep this information confidential in accordance with the University’s [Workplace Confidentiality Guidelines](#) and [Privacy Policy](#).

47.2 The University may have an obligation to share personal and/or sensitive information with relevant authorities (for example, the police) where an unacceptable risk to a staff member or children in their care is identified. Where required and/or relevant, any sharing of personal and/or sensitive information will be communicated to the staff member.

Definitions

47.3 For the purpose of this clause:

- a) **Family and domestic violence** is violent, threatening or other abusive behaviour by a close relative of the staff member, a member of a staff member's household, or a current or former intimate partner of the staff member that seeks to coerce or control the staff member and causes the staff member harm or to be fearful;
- b) A **close relative** of the staff member is a person who is a member of the staff member's immediate family, or is related to the staff member according to Aboriginal or Torres Strait Islander kinship rules;
- c) **Immediate family** is a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the staff member or their spouse; and
- d) Family and domestic violence leave can be taken for purposes including:
 - i) Arranging for the safety of the staff member or a close relative of the staff member;
 - ii) Attending medical or counselling appointments;
 - iii) Organising alternative accommodation;
 - iv) Organising care or education arrangements;
 - v) Attending court hearings;
 - vi) Attending police appointments; and
 - vii) Attending appointments with legal or financial professionals.
- e) A staff member may be required to provide evidence in support of an application for the ten (10) days paid leave entitlement that would satisfy a reasonable person of the staff member's need to access paid family and domestic violence leave. If requested by a supervisor, information that can be provided in support of an application includes, but is not limited to, documents issued by police or the court, a family violence support service, or a statutory declaration.

10 Days Paid Leave Per Annum

47.4 A staff member (including a casual staff member) who have experienced or are experiencing family and domestic violence, will be entitled to access ten (10) days as special leave with pay in a twelve (12) month period. A staff member may be required by their supervisor to provide documentation in support of an application based on, but not limited to the examples in clause 47.3 e).

47.5 Access to the ten (10) days paid leave is available from the start of each twelve (12) month period of a staff member's employment.

47.6 A casual staff member will be paid for family and domestic violence leave taken as if the staff member had worked the hours in the period for which the staff member was rostered. A casual staff member is taken to have been rostered to work hours in a period if the staff member has accepted an offer of work for those hours.

47.7 Family and Domestic Violence Leave does not accumulate from year to year and any untaken leave is not paid out on termination of employment.

47.8 Family and Domestic Violence Leave can be taken in periods as part days or multiple days.

Additional Family and Domestic Violence Leave by Application

- 47.9 If a staff member (including a casual staff member) exhausts their ten (10) days paid leave provided under clause 47.4 in any twelve (12) month period and prior to the entitlement resetting on their employment anniversary, the staff member may apply to the Executive Director: People, Talent and Culture for approval of special leave with or without pay.
- 47.10 The Executive Director: People, Talent and Culture will consider the staff member's individual circumstances in determining whether additional special leave with or without pay will be approved. The staff member, if requested, is required to provide documentation in support of an application based on, but not limited to the examples in clause 47.3 e). The Executive Director: People, Talent and Culture will determine any amount of additional leave they deem reasonable and appropriate.
- 47.11 Where special leave with pay is granted to a casual staff member under clause 47.10, they will be paid for hours on the same basis as that outlined in clause 47.6.
- 47.12 A staff member experiencing domestic violence may also access family responsibility, personal, carer's, recreation and/or long service leave, as applicable.
- 47.13 The Executive Director: People, Talent and Culture, will also consider requests to implement or change flexible working arrangements, and/or change a staff member's work location, phone number and/or email address.

Confidential Support

- 47.14 A staff member can contact the Strategic People Partner (SPP) for their work area and the SPP can provide confidential support to the staff member, and request access to paid or unpaid family and domestic violence leave. The SPP can also facilitate arrangements within the staff member's work area through liaison with the relevant supervisor and/or timesheet approver.

48. GENDER AFFIRMATION

Purpose

- 48.1 The University values the diversity of its staff members and respects the contribution of all staff members irrespective of their gender identity or gender expression. The University recognises that staff members progressing through gender affirmation (the process of exploring one's gender identity) may require additional periods of time away from work as part of the process of affirming (also known as transitioning and/or defining) a person's gender, including:
- a) Social affirmation (the changing of one's name and/or pronouns);
 - b) Medical affirmation (the undertaking of any medical or surgical procedures, illnesses from hormone therapy, medical or counselling appointments, and/or rest and recovery from any medical or surgical procedures); and
 - c) Legal affirmation (legally changing one's name and/or gender marker on personal identification documents including a passport, birth certificate or driver's licence).
- 48.2 The University acknowledges the personal and sensitive nature of gender affirmation and will keep this information confidential in accordance with the University's [Workplace Confidentiality Guidelines](#) and [Privacy Policy](#). Information regarding the staff member's gender affirmation will remain strictly private and confidential and will only be available to those who have a legitimate need to know (for example, for the purpose of granting a staff member's entitlements under this clause).

Special Leave with Pay

- 48.3 A full-time staff continuing or fixed term staff member who is progressing through gender affirmation can access up to twenty (20) days special leave with pay per year, to be used to support activities related to the staff member's gender affirmation in the circumstances outlined in clause 48.1.

- 48.4 A part-time continuing or fixed term staff member can access special leave with pay in clause 48.3 on a pro rata basis based on their employment fraction.
- 48.5 This special leave with pay can be taken in periods of individual days or multiple day periods.
- 48.6 Staff members seeking to access this special leave with pay will be required to provide to the University:
- a) Notice of the staff member's intention to take gender affirmation leave and the period of leave proposed to be taken; and
 - b) Evidence that would satisfy a reasonable person that the leave is being taken for gender affirmation purposes. Such evidence may include a medical certificate from the staff member's treating medical practitioner, legal representative or a statutory declaration from the staff member.
- 48.7 This special leave with pay does not accumulate from year to year and is not paid out on termination of employment.

Access to Other Leave

- 48.8 If a staff member exhausts all twenty (20) days special leave with pay provided under this clause in any one (1) year, they may access any available recreational and/or long service leave, or any other leave to which they are entitled.
- 48.9 The staff member may also apply for special leave without pay if all of their other paid leave entitlements have been exhausted. Applications for special leave without pay are required to be made to the Executive Director: People, Talent and Culture who will consider the staff member's individual circumstances in determining whether special leave without pay will be granted and if so, the amount of the leave they deem reasonable and appropriate.

Confidential Support

- 48.10 A staff member can contact the Strategic People Partner (SPP) for their work area and the SPP can provide confidential support to the staff member, and request access to the paid or unpaid leave prescribed in this clause. The SPP can also facilitate arrangements within the staff member's work area through liaison with the relevant supervisor and/or approver.

49. PUBLIC HOLIDAYS

- 49.1 South Australian based staff members (excluding casual staff) will be granted on full pay, public holidays and days gazetted as such by the State Government of South Australia. Non-South Australian based staff members (excluding casual staff) will be granted on full pay, public holidays gazetted or proclaimed as such by the relevant Australian State or Territory Government.
- 49.2 A staff member who agrees to work on a public holiday will be paid at the rate of double-time and a half of the ordinary rate of pay with a minimum payment of four (4) hours.
- 49.3 The supervisor and staff member may agree to have time off in lieu of paid overtime for time worked on a public holiday. The staff member will receive a minimum of four (4) hours' time off in lieu for each public holiday, on which work is performed, regardless of hours worked.
- 49.4 This clause does not apply to public holidays falling on a Saturday or Sunday.

SECTION 7: DEVELOPMENT AND PERFORMANCE

50. STAFF DEVELOPMENT AND PERFORMANCE

- 50.1 Staff development is an essential and necessary part of performance management.
- 50.2 Staff development is a shared responsibility between the staff member and the University. Each staff member will have a nominated supervisor. Academic staff may request the nomination of an alternative supervisor. An alternative supervisor should be a staff member and play a leadership role in the discipline area of the staff member concerned.
- 50.3 The University is committed to:
- a) Fostering lifelong learning;
 - b) Providing opportunities for staff to maintain and develop their professional knowledge, skills and expertise;
 - c) Establishing staff development mechanisms that assist staff to achieve professional satisfaction by undertaking work consistent with the University's present and future goals, including secondment opportunities;
 - d) Developing individual capabilities to expand the University's capacity and assist in the attainment of strategic goals; and
 - e) The provision of training and career development opportunities for all University staff.
- 50.4 The University will maintain a [Performance Management Policy](#) that will be guided by the following principles:
- a) All supervisors responsible for conducting performance management will be appropriately trained;
 - b) Performance management will be based on a fair and objective assessment of staff achievements and a positive commitment to staff development that does not emphasise punitive measures; and
 - c) Performance management must consider a staff member's career goals and aspirations, to enable staff to maximise their contribution to the achievement of the University's goals and, in turn, gain the maximum benefit from the University's programs supporting enhanced staff performance.
- 50.5 An essential condition for any successful performance management process is a clear, mutual understanding of the level, quantity and quality of the work required. To achieve this will require:
- a) Expectations of staff performance that are consistent, structured and clear;
 - b) The workload requirements being reflected in an annual workplan;
 - c) An established position description for all staff members prior to performance assessment;
 - d) That the staff member and their supervisor agree on performance goals and outcomes and, consequently, on a performance development and management plan.
- 50.6 While the direct supervisor will retain responsibility for implementing the performance development and management process, access to performance management plans and outcomes will be extended to the relevant Executive Dean/Director (or equivalent), where that supervisor is not the direct supervisor and to the relevant Enterprise Leadership Team member (or equivalent).
- 50.7 The Performance Development and Management framework will be applied to staff covered by this Agreement, the details of which will be readily accessible to all staff members.
- 50.8 In addition to the professional development provisions set out in clause 52 of this Agreement, a one-off allocation calculated as 20% of a new Aboriginal and Torres Strait Islander staff member's salary plus on-

costs at the time of appointment will be provided to support professional development activities for up to three (3) years (or longer by agreement with the supervisor). This fund assists those staff members to acquire and refine skills and knowledge that will enable them in their career progression.

51. WHYALLA AND MOUNT GAMBIER

- 51.1 Staff located on the Whyalla or Mount Gambier Campuses will be supported to access professional development consistent with opportunities available to staff located in Adelaide.
- 51.2 Staff whose participation in professional development in Adelaide cannot be accommodated by travel associated with attendance at meetings or other University obligations can seek approval from the relevant supervisor for up to:
- a) Three (3) return airfares from Whyalla or Mount Gambier to Adelaide for academic staff; and
 - b) One (1) return airfare from Whyalla or Mount Gambier to Adelaide for professional staff.
- 51.3 The timing of the travel will be negotiated with the relevant supervisor whose agreement will not be unreasonably withheld.

52. PROFESSIONAL DEVELOPMENT PROGRAMS

Professional development opportunities are available for academic staff in the University. This may include, but is not limited to:

Professional Experience Program (PEP) – Academic Staff

- 52.1 This program is available for academic staff and is provided under the terms and conditions contained in the relevant policy and/or procedures.
- 52.2 The University will recognise prior continuous paid full-time service with other Australian higher education institutions as qualifying service when considering applications for PEP, provided that there are not more than two (2) months between the cessation of employment with the releasing institution and commencement with the University.
- 52.3 In such circumstances, the following will not be taken into consideration when determining length of service for the purposes of this clause:
- a) Time on PEP at the prior institution; and/or
 - b) The time between cessation of employment with the releasing institution and commencement with the University.
- 52.4 All academic staff are encouraged to take PEP when eligible and Academic/central administrative support Unit (or equivalent) management plans should include forward planning for staff development leave.
- 52.5 Time since the last developmental leave experience will be a primary criterion in any PEP selection process.

Study Release

- 52.6 Study release is available under the terms and conditions contained in the [Staff Study Support Guidelines](#).
- 52.7 For professional, security and grounds staff, a maximum of six (6) hours paid leave for staff to attend approved education activities during work hours may be granted each week. Alternatively, a maximum of ten (10) working days per calendar year of leave with pay may be granted to undertake approved courses of study.

Financial Support for Approved Study

- 52.8 Financial support for approved study may be available for staff under the terms and conditions contained in the [Staff Study Support Guidelines](#).

SECTION 8: CONSULTATION, STAFF GRIEVANCES AND DISPUTE RESOLUTION

53. CONSULTATION WITH STAFF

- 53.1 The University will consult with staff and where they so choose, their representative, to ensure that they are informed about workplace matters affecting them. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker. Consultation is not perfunctory advice on what is about to happen. Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals. Matters raised in writing by staff members during consultation will be properly considered, and an appropriate written response to each matter or feedback theme will be provided by the University.
- 53.2 Key mechanisms for communication and consultation include but are not limited to meetings and email, or other forms of appropriate communication as determined by the University.

54. CONSULTATION WITH UNIONS

The University will consult with the unions on all matters pertaining to this Agreement and related policies, procedures and guidelines. It is accepted that the regular sharing of information and exchange of views will assist in promoting a positive industrial relations environment.

55. CHANGES TO REGULAR ROSTERS OR HOURS OF WORK

- 55.1 Where the University proposes to change the regular ordinary hours of work or roster of a staff member, the University will consult with the staff member and where the staff member chooses, a representative, and:
- a) Provide information about the proposed change and the anticipated impact on the staff member; and
 - b) Invite the staff member to give their views about the anticipated impact of the change (including any impact in relation to their family or caring responsibilities).
- 55.2 The University will take staff views about the anticipated impact of the change into account prior to a decision to change the regular ordinary hours of work or roster of the staff member concerned and will extend reasonable endeavours to accommodate the staff member's circumstances.

56. MAJOR WORKPLACE CHANGE

- 56.1 During the nominal term of this Agreement, a staff member will not be subject to more than one (1) major workplace change that may result in the termination of their employment on the grounds of redundancy, subject to any exceptional circumstances that may arise (including substantial adverse changes in Government funding or major negative economic disruption). This limitation will not apply to any form of voluntary redundancy, voluntary separation, or where a staff member elects to move from a position in one part of the University to a position in a different part.

Consultation

- 56.2 The University will consult with staff and the relevant union(s) (in the union's role as a party to the Agreement, and where a staff member chooses, as their representative as defined) where the University proposes to implement changes that are likely to have significant effects on staff.

Significant Effects

- 56.3 For the purpose of clause 56.2, significant effects include but are not limited to:
- a) Redundancy; or
 - b) Major changes in the composition, operation or size of the University's workforce or in the skills required; or

- c) Loss of, or reduction in, positions or promotion opportunities; or
- d) Loss of, or reduction in, position tenure; or
- e) Alteration of hours of work; or
- f) The need for staff to be retrained or transferred to other work or locations excluding where a metropolitan based staff member is transferred to another metropolitan location, including campus; or
- g) The restructuring of positions.

Change Proposal

56.4 When the University initiates a consultation process, it will include issuing a change proposal paper to all staff who may be directly affected by the proposals under consideration. The change proposal paper will include:

- a) A description of the proposed change sufficient for affected staff to fully understand the implications;
- b) A transparent and detailed workload analysis where any changes to staffing, work operations, or modes or scheduling of teaching delivery are proposed;
- c) Where a position is proposed to be made redundant, how required remaining work will be accommodated;
- d) A rationale where significant changes to academic programs or modes of teaching delivery are proposed;
- e) The effect(s) that the proposed changes are likely to have on staff;
- f) Measures to avoid or reduce any adverse effects on staff;
- g) Proposed timeframes for consultation; and
- h) Proposed timeframes for implementation.

56.5 The University will provide the change proposal paper to affected staff and the relevant union(s) at least ten (10) working days prior to the date by which feedback is sought. The consultation process will include a management initiated meeting to discuss the change proposal, to seek feedback on the proposal and at other stages of the process as appropriate. Affected staff will be provided with reasonable opportunity to attend a management initiated meeting and may be represented by a representative as defined if they so choose. Staff present at the meeting will have the opportunity to raise issues and have them identified and acknowledged. At any stage in the process staff members can request individual or work group meetings to discuss the change.

Final Plan

56.6 If the University decides to proceed with the proposed change it will give detailed written notice of the changes in the form of a final plan to all staff members who may be affected and the relevant unions including:

- a) A record of how staff feedback providing during consultation was taken into account and responded to;
- b) The rationale and plan in accordance with clauses 56.4 b) to d) inclusive;
- c) The likely effect(s) on staff;
- d) Measures to avoid or minimise the adverse effects of the changes on staff; and
- e) An implementation plan including a timeline for the introduction of the changes.

Placement of Continuing Staff

- 56.7 Where a new organisational structure is introduced the review of a position description may include an assessment of the classification.
- 56.8 Existing continuing staff will be placed in either:
- a) New and/or vacant continuing positions in the new organisational structure at the same classification level as the staff member's previously held substantive position, where the supervisor, with advice of the Executive Director: People, Talent and Culture, determines that there is a minimum 75% match between the skill and experience base required for a new position and the skill and experience base of a staff member, or that the staff member would meet this requirement with no more than six (6) months retraining as determined by the Executive Director: People, Talent and Culture; or
 - b) Where placement is not possible in accordance with clause 56.8 a), any other vacant continuing position in the University at the same level as the staff member's previously held substantive position, where the Executive Director: People, Talent and Culture, determines that there is a minimum 75% match between the skill and experience base required for a new position and the skill and experience base of a staff member, or that the staff member would meet this requirement with no more than six (6) months retraining as determined by the Executive Director: People, Talent and Culture.
- 56.9 Where a staff member is placed into a continuing position in accordance with clause 56.8, that is at the same level as the staff member's previously held substantive position, and there is a minimum of a 75% skills and experience match, there is no entitlement to redeployment or redundancy payments in relation to the previously held substantive position.
- 56.10 A staff member may only be placed in a lower level position by agreement and the position will be no greater than one (1) classification level lower than the staff member's previously held substantive position. The staff member's salary will be maintained at the previous level for two (2) years, after which it will be paid at the highest increment of the lower classification level.
- 56.11 Where a greater number of staff meet the requirements for placement in the structure than there are positions available, the University will call for expressions of interest in a voluntary redundancy benefit from affected staff. Approval of a voluntary redundancy will be at the discretion of the University. If after the completion of this process, there remains a greater number of staff than positions available, a simplified merit selection process will be conducted between the staff concerned.
- 56.12 Any staff not placed into a position at the conclusion of the process in clauses 56.8 or 56.11, will be declared to be occupying positions which are redundant and will be offered a voluntary redundancy, or redeployment, in accordance with the relevant provisions of this Agreement.
- 56.13 The anticipated date on which a position is redundant and takes effect will be specified in the final plan.
- 56.14 If a staff member considers their placement to be inappropriate, they will be referred to clause 58 of this Agreement.

57. STAFF GRIEVANCES

- 57.1 A staff member may notify a grievance under this clause seeking a review of an action or decision that directly affects the staff member's terms or conditions of employment, which they consider is unfair or unreasonable.
- 57.2 A staff member may be represented in this process by a representative as defined in this Agreement.

Informal Grievance Resolution

- 57.3 In the first instance, staff are encouraged to discuss and resolve work-related concerns through informal measures and at the local level with their immediate supervisor. If the grievance involves the immediate supervisor, discussions will include the supervisor's line manager.

- 57.4 Informal measures may include exploration of reasonable and practical options to resolve the grievance and further assisted/facilitated discussions with the staff member.

Formal Grievance Process

- 57.5 If the matter cannot be resolved informally, the staff member may lodge a formal grievance in writing to the Executive Director: People, Talent and Culture. The grievance will outline the staff member's concerns, the outcomes sought and attach any documentary evidence that the staff member considers will support an understanding of their grievance.
- 57.6 If the Executive Director: People, Talent and Culture determines that they have a perceived or actual conflict of interest, they will appoint another senior representative within the People, Talent and Culture Unit, who will assume the responsibility for management of the grievance for the purposes of this process.
- 57.7 The Executive Director: People, Talent and Culture will engage an Independent Reviewer to investigate the grievance and will provide the Independent Reviewer with the grievance and any supporting documentation. The Independent Reviewer is to be chosen from a pool of Independent Reviewers agreed between the University and the unions party to this Agreement.
- 57.8 The Independent Reviewer will consider the material provided by the staff member and may seek further information as necessary, including University policies, procedures and/or guidelines that may be relevant to the grievance. This may include meeting with the staff member, their immediate supervisor and/or their supervisor's line manager and seeking further information or documentation as appropriate. The role of the Independent Reviewer is to assess the merits of the grievance and to identify reasonable and practical options to resolve the grievance (as appropriate). The Independent Reviewer will provide a written report to the Executive Director: People Talent and Culture. The report will be provided within twenty (20) working days of receipt of the grievance by the Independent Reviewer, unless delayed on reasonable grounds, in which case the report will be provided as soon as practicable. The staff member will be kept informed of the progress of the matter.
- 57.9 The Executive Director: People, Talent and Culture will consider the written report of the Independent Reviewer and will make a decision regarding the grievance. The decision and any action(s) will be communicated to the staff member(s) and other relevant parties to the grievance in writing.

End or Dismissal of Grievance

- 57.10 A grievance will end if:
- a) It is withdrawn in writing by the staff member at any stage in this process;
 - b) A resolution is reached in accordance with clauses 57.3 and 57.4;
 - c) A decision is made by the Executive Director: People, Talent and Culture in accordance with clause 57.9;
 - d) It is dismissed by the Executive Director: People, Talent and Culture, in accordance with clause 57.11.
- 57.11 The Executive Director: People, Talent and Culture may dismiss a grievance at any time where:
- a) Alternative internal avenues of review in University policies and/or procedures exist;
 - b) The decision has been made in relation to the matter under another clause in this Agreement or under University policies, procedures and/or guidelines;
 - c) The same matter is being or has been dealt with under the dispute resolution procedures in clause 58;
 - d) The matter relates to decisions on merit selection or promotion of staff.

58. DISPUTE RESOLUTION PROCEDURES

Application

- 58.1 It is agreed that the University, its staff and the relevant unions have an interest in the proper application of this Agreement. This dispute clause applies where:
- a) A dispute arises out of a matter dealt with by this Agreement; and/or
 - b) A dispute arises in relation to the National Employment Standards.
- 58.2 This clause does not apply to:
- a) Decisions on merit related to selection and promotion. The exclusion of promotion does not include staff classification in accordance with clause 34 of this Agreement; or
 - b) Matters that have been notified under clause 57 (Staff Grievances).

Notification of Dispute

- 58.3 These procedures may be activated by a staff member (or their representative) and/or unions party to this Agreement by notifying the University, or by the University notifying the unions party to this Agreement and any affected staff members. Such notification of the matter must be made in writing.
- 58.4 All disputes will be formally notified to the Executive Director: People, Talent and Culture in writing and in sufficient detail for the nature of the dispute and any potential options for resolution to be identified.
- 58.5 For the purposes of this clause, the term “parties to the dispute” will mean and include the University and any staff member(s) and/or union(s) party to this Agreement who have notified the University of the existence of the dispute.
- 58.6 In order to maintain the integrity of this Agreement, where a dispute is notified by a staff member, the University will notify the unions covered by this Agreement, in writing, that a dispute exists, the nature of the dispute and that the dispute resolution procedures have been activated.

Representation

- 58.7 A staff member may be represented in these procedures by a union or by another representative as defined.
- 58.8 At Stages 1 and 2, no party to the dispute will be represented by a practising solicitor or barrister.

Stage 1

- 58.9 Reasonable attempts will be made to resolve the matter at the local level by those involved and/or any representatives within ten (10) working days. Where the dispute is in relation to the staff member's immediate supervisor, the matter will be handled by the next level of management.

Stage 2

- 58.10 If the dispute remains unresolved, the parties to the dispute, or their representatives, will discuss the matter with appropriate representative(s) nominated by the Executive Director: People, Talent and Culture within ten (10) working days of the matter being referred to Stage 2 and attempt to reach written agreement. Such agreement will be subject to ratification between the University and the parties to the dispute.

Stage 3

- 58.11 If the dispute remains unresolved, the University, the union and/or the staff member who has notified the dispute may refer the matter to the Fair Work Commission (FWC). Where the matter is referred by a staff member, the University will provide details of the parties to the dispute to the relevant unions.

- 58.12 During the process before the FWC, the University, the union and staff member may be represented by a person or organisation of their choice.
- 58.13 A staff member may also submit the same dispute to any other external agency that is competent to handle such matter. 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.

Role of the FWC

- 58.14 Where the dispute has been referred to the FWC in accordance with clause 58.11, the FWC may resolve the dispute by conciliation and/or arbitration and may exercise the procedural and other powers conferred to it under the Act.
- 58.15 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 Act, a decision of the FWC is binding on the parties to the dispute.
- 58.16 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.
- 58.17 The University will not, at any stage of the dispute resolution procedures, including referral of the matter to the FWC, move to restrict the employment continuity of the staff member in question or terminate, or allow to expire, the employment of a staff member who is the subject of the dispute. In the case of a fixed-term contract, the staff member will have their contract period extended with no break in service to cover the entire period of the dispute resolution process and will be deemed to be on leave without pay for the extended contract period. This clause does not apply to a decision by the University to terminate the employment of a staff member on probation, provided all probationary procedures have been properly followed.
- 58.18 Until a dispute has been resolved in accordance with clauses 58.9 to 58.16, the University will not move to change those elements of work, staffing or the organisation of work which are the subject of the matter, if, or to the extent that, the proposed change would deny the staff member(s) concerned an appropriate remedy to the matter, or in the case of the University and the staff member, take other action likely to exacerbate the matter, except where, by agreement of the parties to the dispute, an identifiable occupational health, safety and welfare risk requires otherwise.
- 58.19 A dispute or personal grievance notified in accordance with clause 57 of the *University of South Australia Enterprise Agreement 2019*, will continue under that clause.

SECTION 9: DISCIPLINARY PROCEDURES

59. DISCIPLINARY PROCEDURES

- 59.1 The procedures in clauses 60 and 61 apply to all staff covered by this Agreement except:
- a) Casual staff members (clause 60 and 61); and
 - b) Staff members serving a probationary period (clause 60 only).
- 59.2 The Vice Chancellor may delegate their role and decision making under this section, and the delegate will be a member of the Enterprise Leadership Team (or equivalent) as determined by the Vice Chancellor. Disciplinary action may only be taken by the Vice Chancellor (or delegate) and in accordance with the provisions of this Agreement.
- 59.3 The University and staff member may agree to undertake an alternative process from those in clauses 60 and 61. Any agreement will be in writing.
- 59.4 A disciplinary process commenced under clause 59 or 60 of the *University of South Australia Enterprise Agreement 2019*, will continue and follow the processes in accordance with those clauses.

60. UNACCEPTABLE PERFORMANCE

- 60.1 A staff member's performance may be considered by their supervisor to be unacceptable when:
- a) Their performance remains unsatisfactory following the completion of a reasonable period of performance improvement that includes counselling and guidance in accordance with the University's performance management processes (as amended or replaced); or
 - b) The performance of their duties is so deficient as to constitute an unacceptable risk to the staff member or other staff members or students or other members of the University, or to the reputation of the University.
- 60.2 Where a supervisor considers that a staff member's performance is unacceptable, the supervisor will make a formal report to the Vice Chancellor's nominee that will state clearly the aspects of performance seen as unacceptable and the record of attempts to remedy the problem. The supervisor will provide the staff member with a copy of the report at the time it is submitted. The staff member will be entitled to ten (10) working days to submit to the Vice Chancellor's nominee a written response to the supervisor's report.
- 60.3 Upon receipt of the supervisor's report and any written response from the staff member, the Vice Chancellor's nominee may then decide to:
- a) Take no further action;
 - b) Seek clarification and/or additional information from the supervisor and/or staff member, or refer the matter back to the supervisor to address any concern with the staff member's unacceptable performance or process undertaken as identified by the Vice Chancellor's nominee;
 - c) Refer the matter to the Vice Chancellor (or delegate) with a recommendation to take disciplinary action, as defined in clause 61.16.
- 60.4 Where the matter is referred to the Vice Chancellor (or delegate) in accordance with clause 60.3 c), the Vice Chancellor (or delegate) will consider the recommendation of the Vice Chancellor's nominee to take disciplinary action and may seek further information prior to making a decision.
- 60.5 The Vice Chancellor (or delegate) will advise the staff member in writing of their decision as to whether:
- a) The staff member has engaged in unacceptable performance;
 - b) What (if any) disciplinary action will be taken; and

- c) The operative date of any disciplinary action.
- 60.6 The decision of the Vice-Chancellor (or delegate) will take effect five (5) working days after the date the staff member is notified of the decision in writing unless a staff member requests a review of the decision under clause 61.
- 60.7 Except for a review under clause 62, the decision of the Vice Chancellor (or delegate) is final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.
- 60.8 Nothing in this clause prevents the Vice Chancellor (or delegate) or Vice Chancellor's nominee on their own motion referring a question of possible unacceptable performance to a supervisor for appropriate action.

61. MISCONDUCT/SERIOUS MISCONDUCT

Misconduct

- 61.1 For the purposes of this clause, misconduct occurs when a staff member breaches their obligations under their contract of employment. Examples of misconduct include but are not limited to:
 - a) Significant breaches of policies, codes of conduct and other reasonable instructions;
 - b) Breach of the Research Code;
 - c) Unauthorised absence from duty; and
 - d) Inappropriate use of University property and facilities.

Serious Misconduct

- 61.2 Serious misconduct means:
 - a) Serious misbehaviour of a kind that constitutes a serious impediment to the staff member, or the staff member's colleagues, carrying out their duties; and/or
 - b) Serious dereliction of the duties required of the staff member in their position; and/or
 - c) Conviction by a court for an offence that constitutes a serious impediment of the kind referred to in clause 61.2 a) above.
- 61.3 Examples of serious misconduct include but are not limited to:
 - a) Threatened or actual assault of another staff member, student or member of the public;
 - b) Serious conflict of interest;
 - c) Acts of dishonesty in relation to University property and facilities i.e. misappropriation or repeated damage or misuse of University property or facilities;
 - d) Serious or repeated bullying, abuse or sexual harassment of another staff member, student or member of the public;
 - e) Continuing or repeated instances of misconduct;
 - f) Research misconduct;
 - g) Serious failure to observe occupational, health, safety and welfare policies, instructions and requirements; and/or
 - h) Refusal to carry out a lawful and reasonable instruction that is consistent with the staff member's contract of employment.

Code for the Responsible Conduct of Research

- 61.4 The University and staff have specific responsibilities under the *Australian Code for the Responsible Conduct of Research*, associated guides or successor documents (**Research Code**).
- 61.5 For the purpose of clause 61.1, **breach of the Research Code** means a failure to meet the principles of responsible research conduct and responsibilities of researchers under the Research Code and may refer to a single breach or multiple breaches. Examples of breaches of the Research Code include but are not limited to:
- a) Not meeting required research standards;
 - b) Fabrication, falsification, misrepresentation of data, source material or to obtain funding;
 - c) Plagiarism of someone else's work;
 - d) Duplicate publication without disclosure and/or acknowledgement of the source;
 - e) Failure to appropriately maintain research records; or
 - f) Inappropriate disclosure or destruction of research records, research data and/or source material.
- 61.6 For the purpose of clause 61.2 and 61.3, **research misconduct** means a serious breach of the Research Code which is also intentional or reckless or negligent, having regard to but not limited to:
- a) The extent of the departure from accepted practice;
 - b) The extent to which research participants, the wider community, animals and the environment are, or may have been, affected by the breach;
 - c) The extent to which it affects the trustworthiness of the research;
 - d) The level of experience of the researcher;
 - e) Whether there are repeated breaches by the researcher;
 - f) Whether institutional failures have contributed to the breach; or
 - g) Any other mitigating or aggravating circumstances.

Investigations and Allegations

- 61.7 Concerns about the conduct or behaviour of a staff member may be referred to the Vice Chancellor's nominee to consider in accordance with this clause. The Vice Chancellor's nominee may determine to undertake an investigation or other enquiries as they consider appropriate to determine a course of action to deal with the matter.
- 61.8 Before the Vice Chancellor (or delegate) takes disciplinary action against a staff member for reasons amounting to misconduct or serious misconduct, the Vice Chancellor's nominee must take steps in this clause, except that where a matter which may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unacceptable performance under clause 6O, the procedures of this clause are not required, but the provisions of clause 6O will be followed.
- 61.9 If the Vice Chancellor's nominee considers that such allegation/s of misconduct or serious misconduct warrant further investigation, they:
- a) Will notify the staff member in writing of the allegations in sufficient detail to enable the staff member to understand the precise nature of the allegations and to properly consider and respond to them, and require the staff member to submit a written response within ten (10) working days; or

- b) In the case of allegations of research misconduct, an investigation will be conducted in accordance with this clause and consistent with the provisions of the Research Code, associated guides or successor documents. The investigation will be conducted by a Research Misconduct Investigation Panel convened under the Research Code.
- 61.10 Prior to a Research Misconduct Investigation Panel being convened under clause 61.9 b), the Vice Chancellor's nominee will confer with the NTEU on the selection of the Chair and composition of the members of the Panel.
- 61.11 Where the Vice Chancellor's nominee considers that allegations of research misconduct may involve action in concert across other institutions, the University and other institutions may agree in writing that a joint investigation be held. The procedures for a joint investigation will be agreed with the NTEU and will apply in substitution of the procedures otherwise set out in this clause.
- 61.12 At any stage during a process conducted under this clause, the Vice Chancellor's nominee may suspend the staff member on full pay or, may suspend the staff member without pay if the Vice Chancellor's nominee is of the view that the alleged conduct amounts to conduct of a kind envisaged in clause 61.2 and 61.3. Provided that:
- a) 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 leave of absence;
 - b) 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, so long as the paid employment does not conflict with any obligation the staff member owes to the University;
 - c) The Vice Chancellor's nominee may at any time direct that salary be paid on the ground of hardship; and
 - d) During any period of suspension, the staff member may be excluded from the University, provided that they are permitted reasonable access to the University to prepare their case and to collect personal property.
- 61.13 The Vice Chancellor's nominee will review and consider the investigation or other enquiries where conducted in accordance with clause 61.7, or the report of a Research Misconduct Investigation Panel convened for allegations of research misconduct in accordance with clause 61.9 b), the allegations and staff member's response. As part of this process, the Vice Chancellor's nominee may seek additional information and/or clarify with the staff member about their response to the allegations.
- 61.14 In the absence of a response to the allegations by a staff member, the Vice Chancellor's nominee will review and consider the available material.
- 61.15 Where the Vice Chancellor's nominee determines:
- a) There has been no misconduct or serious misconduct, no further action under clause 61 will be taken and the Vice Chancellor's nominee will advise the staff member in writing of their decision; or
 - b) The staff member has engaged in misconduct or serious misconduct, the Vice Chancellor's nominee will refer the matter to the Vice Chancellor (or delegate) with a recommendation to take disciplinary action, as defined in clause 61.16.

Disciplinary Action

- 61.16 Action to discipline a staff member may only be taken by the Vice Chancellor (or delegate) in accordance with the provisions of this Agreement. Disciplinary action is limited to:
- a) Formal censure or counselling; and/or
 - b) Suspension with or without pay for a reasonable period; and/or
 - c) Assignment to another position and/or location; and/or

- d) Extension of probation for a reasonable period beyond the expiry of the current term (where a staff member is serving a probationary period); and/or
- e) Withholding of an increment; or
- f) Demotion by one or more increments; or
- g) Demotion by one or more classification levels; or
- h) Termination of employment (for unacceptable performance or serious misconduct only).

Decision by the Vice Chancellor (or Delegate)

- 61.17 Where a matter is referred to the Vice Chancellor (or delegate) under clause 61.15 b), the Vice Chancellor (or delegate) will consider the recommendation of the Vice Chancellor's nominee to take disciplinary action and may seek further information prior to making a decision.
- 61.18 The Vice Chancellor (or delegate) will advise the staff member in writing of their decision as to whether:
- a) The staff member has engaged in misconduct or serious misconduct;
 - b) What (if any) disciplinary action will be taken; and
 - c) The operative date of any disciplinary action.
- 61.19 If the Vice Chancellor (or delegate) determines there has been no serious misconduct and the staff member has been suspended without pay under clause 61.12, any lost income and accrual-based entitlements will be reinstated to the staff member as if there was no serious misconduct.
- 61.20 Except for a review under clause 62, the decision of the Vice Chancellor (or delegate) is final and not reviewable under this Agreement, subject to the jurisdiction of any court or tribunal which, but for clause 62, would have jurisdiction to deal with the matter.
- 61.21 The decision of the Vice-Chancellor (or delegate) will take effect five (5) working days after the date the staff member is notified of the decision in writing.

62. INDEPENDENT REVIEW OF DECISION

- 62.1 A staff member may seek a review of the decision of the Vice Chancellor (or delegate) to impose disciplinary action under clauses 60.5 or 61.18 within five (5) working days of the staff member receiving notice of the decision, on the basis that:
- a) The procedures outlined in clauses 60 or 61 as appropriate have not been followed; and/or
 - b) The decision of the Vice-Chancellor (or delegate) was not reasonable.
- 62.2 The staff member must advise the Executive Director: People, Talent and Culture in writing of a request in accordance with clause 62.1 and the reasons for requesting the review.
- 62.3 The staff member must provide the Executive Director: People, Talent and Culture with the following within ten (10) working days of their request for review:
- a) Any written submissions supporting the request for review;
 - b) Any documentary evidence that the staff member relies on based on the reasons for review; and
 - c) Whether the staff member requests to be heard in person or not by the Independent Reviewer.

Independent Review

- 62.4 The Executive Director: People, Talent and Culture, will engage an Independent Reviewer within ten (10) working days of the staff member submitting the request for review. The Independent Reviewer is to be agreed by the University and unions from a pool of Independent Reviewers agreed between the University and the unions, who are external to the University and who have extensive experience in employee relations matters.
- 62.5 The Executive Director: People, Talent and Culture will provide the Independent Reviewer with the staff member's and University submissions and any supporting materials within fifteen (15) working days of the request for review. The University's submission and any supporting materials will be provided to the staff member at the same time as the Independent Reviewer.
- 62.6 In carrying out their role, the Independent Reviewer:
- a) Will act quickly, fairly, impartially, and maintain confidentiality at all times;
 - b) Will afford procedural fairness to the staff member and University. For this purpose, procedural fairness is defined as the requirement for giving all parties to a controversy a fair opportunity for correcting or contradicting any relevant statement that is prejudicial to their view.
 - c) Will consider the submissions and materials provided in accordance with this clause;
 - d) May request additional information if the Independent Reviewer considers this necessary; and
 - e) Will allow an opportunity for the staff member to be heard in person upon request, in which case the University will be notified and will be given the opportunity to attend the hearing. For this purpose, the staff member and the University may be assisted or represented by a representative of their choice who is a staff member of the University (but not if such a person is a practising solicitor or barrister), or by an officer or staff member of the relevant union or the Australian Higher Education Industrial Association.
- 62.7 The Independent Reviewer will report their findings based on the facts to the staff member and the Vice-Chancellor (or delegate) in writing outlining whether:
- a) The procedures outlined in clauses 60 or 61 as appropriate have been followed; and
 - b) The decision of the Vice Chancellor (or delegate) was reasonable.
- 62.8 Where a staff member has been suspended without pay, the Independent Reviewer will consider whether this should continue or not and make recommendations as part of their report on their findings in accordance with clause 62.7, unless they are of the view this should be considered earlier, in which case they will provide an interim report on the suspension only to the Vice Chancellor (or delegate) to consider and determine in accordance with clauses 62.11-62.13. The Independent Reviewer will continue to review the matter and report on their findings in accordance with the timelines outlined in this clause.
- 62.9 The Independent Reviewer will provide their report within ten (10) working days of receiving the submissions or, if there is a hearing requested by the staff member, within a further five (5) working days of that hearing.
- 62.10 The Executive Director: People, Talent and Culture, will not unreasonably refuse a request from the Independent Reviewer for an extension of time of up to ten (10) working days.

Further Consideration

- 62.11 The Vice-Chancellor (or delegate), having considered the Independent Reviewer's report based on the facts, may confirm the original decision or may reconsider and determine what, if any, different disciplinary action should be taken. The Vice-Chancellor (or delegate) may seek additional information if they consider appropriate.
- 62.12 The Vice Chancellor (or delegate) will advise the outcome of their further consideration in writing to the staff member. Where the original decision was to terminate the staff member's employment and this is

confirmed, the notice period (if any) (or payment in lieu) will then apply from the date of the written notification to the staff member in accordance with this clause.

- 62.13 The decision of the Vice-Chancellor (or delegate), will be final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

SECTION 10: LEAVING UNISA

63. REDUNDANCY

Definitions

- 63.1 *Redundancy* and *Redundant* mean a situation where the position occupied by a continuing staff member is identified as surplus to the University's requirements, normally, as a result of a major workplace change.
- 63.2 *Voluntary Redundancy* occurs when a staff member occupying a position on a substantive basis that has been declared redundant separates from the University on a voluntary basis.
- 63.3 *Compulsory Redundancy* occurs when a staff member occupying a position on a substantive basis that has been declared redundant is unable to be placed in a suitable continuing position in the University by the conclusion of their redeployment period and has not accepted a voluntary redundancy benefit.
- 63.4 *Years of Service* is expressed as completed years of service and calculated from commencement of employment with the University, or its recognised predecessor institutions, until separation, less any unpaid leave of absence, expressed as completed years of service.
- 63.5 *Salary* for the purpose of calculating a redundancy benefit is the staff member's salary at the date of cessation of employment, for their substantive position or a higher salary paid for a current internal secondment. Where a staff member has varied their fraction of employment during their service with the University their final salary will be calculated at the average fraction of their employment over the period of their service.

Redundancy

Mitigating effects of redundancy

- 63.6 The University will prioritise security of employment in order to function effectively and achieve its strategic goals. Should circumstances warrant a reduction in positions in accordance with the terms of this Agreement, the University will implement all reasonable and relevant measures to minimise and mitigate the need for compulsory redundancy including natural attrition, reduction in casual and/or fixed term contract positions, inviting applications for voluntary redundancy in relevant areas, job swap opportunities in accordance with the relevant University policy or procedure and redeployment in accordance with the provisions of this Agreement.
- 63.7 The University will advance all reasonable measures to avoid redundancies. A redundancy will only proceed if all reasonable measures have been exhausted, other than in the case of a staff member requesting a voluntary redundancy in accordance with clause 63.8.

Voluntary redundancy outside of major workplace change process

- 63.8 A staff member may submit an application for voluntary redundancy and have it considered at any stage. Approval of a voluntary redundancy will be at the discretion of the University.

Voluntary redundancy prior to Final Plan

- 63.9 At any stage prior to the commencement of a final plan in accordance with clause 56 (Major Workplace Change) of this Agreement, the University may call for expressions of interest in a voluntary redundancy benefit (refer clause 64) from those continuing staff members whose positions are to be made redundant and will give consideration to all such expressions of interest. Approval of any voluntary redundancies will be at the discretion of the University.

Voluntary redundancy or option of redeployment on Final Plan

- 63.10 Where as a consequence of a major workplace change process, one (1) or more positions are declared redundant and a continuing staff member is not placed into a position in accordance with clauses 56.8, 56.10 or 56.11 (Major Workplace Change) of this Agreement, the staff member will be declared to be

occupying a position which is redundant and will be offered a voluntary redundancy benefit in accordance with clause 64 or the staff member may elect the option of redeployment (refer clause 65).

Voluntary redundancy during redeployment

- 63.11 A staff member may submit an application for voluntary redundancy and have it considered at any stage during redeployment. Approval of a voluntary redundancy during redeployment will be at the discretion of the University.
- 63.12 If a staff member has not been appointed to a suitable continuing position by the conclusion of their redeployment period, or the University has determined that there is no position into which the staff member can be redeployed in accordance with clause 65, the staff member will be offered a voluntary redundancy benefit in accordance with clause 64. If the staff member rejects an offer of a voluntary redundancy benefit, they will be given notice by the Executive Director: People, Talent and Culture that they will be made compulsorily redundant according to the compulsory redundancy benefits as set out in clause 66.
- 63.13 Staff who have been informed that they will be made compulsorily redundant will be advised to seek advice from the Executive Director: People, Talent and Culture to identify further measures which might be taken to avert termination of their employment.

Job Swap Opportunities

- 63.14 Job swap opportunities will be considered in accordance with the relevant University policy or procedure.

Retention of Staff Members During Notice Period

- 63.15 The University may retain a staff member for the period of notice referred to in the voluntary and compulsory redundancy benefit clauses in this Agreement. If the staff member chooses to cease duty before the expiration of the notice period, they will be entitled to receive payment for the remainder of the period of notice not worked.

Payment of Redundancy Benefits

- 63.16 Where, as a result of major workplace change, a position occupied by a staff member is made redundant, there is no entitlement to a voluntary or compulsory redundancy benefit related to that particular redundant position when:
- a) A staff member is placed in a continuing position in accordance with clauses 56.8, 56.10 or 56.11 (Major Workplace Change) of this Agreement; or
 - b) Through the intervention of the University a reasonable offer of alternative employment is made by another employer and is accepted by the staff member.

64. VOLUNTARY REDUNDANCY BENEFITS

Academic Staff

- 64.1 Notice period of five (5) weeks (or payment in lieu).
- 64.2 Payment composed of:
- a) Twenty-six (26) weeks' salary; plus
 - b) Two (2) weeks' salary per completed year of service, with the aggregate of a) and b) a maximum of seventy-eight (78) weeks' pay; plus
 - c) A redundancy benefit based on service:

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

64.3 In addition to the above payments, staff members will receive payment in lieu of any accrued recreation leave, leave loading and long service leave entitlements.

Professional Staff

64.4 The following voluntary redundancy benefits apply to professional staff:

Completed Years of Service	Redundancy Payment
Less than 1 year	27 weeks' salary
1 completed year of service	29 weeks' salary
2 completed years of service	31 weeks' salary
3 completed years of service	33 weeks' salary
4 completed years up to and including 12 completed years of service	35 weeks' salary
13 completed years of service	36 weeks' salary
14 completed years of service and over	36 weeks' salary (based on 13 years' service) plus 2 weeks' salary for each additional completed year up to a maximum of 88 weeks' salary

64.5 The abovementioned redundancy payments include a payment in lieu of five (5) weeks' notice. If, by agreement, a staff member works during the notice period, the redundancy payment will be reduced by the number of weeks worked.

64.6 In addition to the above payments staff members will receive payment in lieu of any accrued recreation leave and long service leave entitlements.

Security and Grounds Staff

64.7 Staff Employed Prior to 9 June 2014

Security and grounds staff employed prior to 9 June 2014 will receive the greater benefit (total weeks) of:

- a) The voluntary redundancy benefits that apply to professional staff (clauses 64.4 and 64.5); or
- b) The following voluntary redundancy benefits:
 - i) Notice period of four (4) weeks (or payment in lieu) or if over forty-five (45) years old five (5) weeks; plus
 - ii) A transition payment of eight (8) weeks; plus
 - iii) A redundancy payment based on:

Period of Service	Redundancy Payment
1 year or less	7 weeks' salary
Over 1 year and up to and including 2 years	9 weeks' salary
Over 2 years and up to and including 3 years	13 weeks' salary
Over 3 years and up to and including 4 years	17 weeks' salary
Over 4 years and up to and including 5 years	21 weeks' salary
Over 5 years and up to and including 10 years	25 weeks' salary
Over 10 years	2 weeks' salary for each year of service, plus a sum of 5 weeks' salary, to a maximum of 83 weeks' salary.

64.8 Staff Employed on or After 9 June 2014

Security and grounds staff employed on or after 9 June 2014 will receive the voluntary redundancy benefits that apply to professional staff (clauses 64.4 and 64.5).

64.9 General

- a) Where a security or grounds staff member employed prior to 9 June 2014 has not been appointed to a suitable continuing position at the conclusion of a redeployment period, the voluntary redundancy calculation under clause 64.7 b) will exclude the transition payment of 8 weeks.
- b) In addition to the above payments staff members will receive payment in lieu of any accrued recreation leave, leave loading and long service leave entitlements (calculated on completed years of service).

65. REDEPLOYMENT

Eligibility

65.1 This clause applies to all staff who occupy a continuing position on a substantive basis and are covered by this Agreement. It does not apply to casual, fixed-term contract or probationary staff.

65.2 A staff member occupying a continuing position on a substantive basis is eligible for a reasonable period of redeployment where, as a consequence of major workplace change, one or more positions are declared redundant and the continuing staff member is not placed into a position in accordance with clauses 56.8, 56.10 or 56.11 (Major Workplace Change) of this Agreement.

Redeployment Period

65.3 A reasonable period of redeployment for a staff member will be determined by the Executive Director: People, Talent and Culture up to a maximum period of six (6) months and the length of the period will have regard to:

- a) The reasonable circumstances of the staff member having regard to their existing skills, experience and qualifications; and
- b) The genuine prospect that reasonably appropriate and suitable alternative employment could be provided to the staff member given their existing skills and experience, or skills and experience they can develop with no more than six (6) months training.

65.4 Where determined by the Executive Director: People, Talent and Culture at the commencement of the redeployment period, the length of the period may be subject to a review after a minimum period nominated at that time.

65.5 The redeployment period will commence from the date that the position occupied by the staff member is declared redundant and takes effect.

Redeployment Principles

65.6 All vacant positions will be assessed by the Executive Director: People, Talent and Culture or nominee, against the list of redeployees prior to advertisement.

65.7 Where possible, the staff member will be placed in a suitable position that is compatible with their substantive salary level and their existing skills, or skills they can develop with no more than the time remaining in the redeployment period.

65.8 A decision about the suitability of a position for a staff member is to be made having regard to, and attempting to match as far as practicable, matters including but not restricted to, the classification level of the position, hours of work, skills required, and whether required skills and experience can be developed with no more than six (6) months training.

65.9 Staff are expected to participate fully in the redeployment process by maintaining a proactive search for positions including short-term appointments, by making themselves available to be considered for redeployment to a vacancy, by attending interviews and by participating in appropriate training.

65.10 A staff member may be redeployed to a suitable position at a lower classification than their substantive classification with their agreement, but not to a position that is more than one (1) classification level below that of their substantive classification, unless the staff member requests consideration for appointment below this level.

65.11 Where a staff member has been redeployed to a position at a lower classification (only by agreement with the staff member), their salary will be maintained at the previous level for two (2) years, after which the salary will be paid at the lower classification level but at the highest increment, with the possibility of identifying this position as linked according to the University's [Classification Linking Guidelines](#).

65.12 A staff member will normally be redeployed to a vacant continuing position. However, an appointment may be made to a suitable fixed-term position(s) of not less than six (6) months and no greater than twenty-four (24) months in total, inclusive of the redeployment period. If a staff member accepts an appointment to a fixed-term position or a series of fixed-term positions that in total exceed(s) a period of twenty-four (24) months, the staff member will not be entitled to the voluntary or compulsory redundancy benefits that apply to continuing staff in this Agreement. In this case the staff member will be entitled to the conditions and benefits that apply to fixed-term employment.

65.13 Where more than one (1) staff member seeking redeployment may be suitable for a vacant position, selection to the position will be made on merit according to the position criteria.

65.14 Staff members appointed to a fixed-term position during the redeployment period will remain on the redeployment program for the remainder of the period. Notwithstanding clause 65.3, the redeployment period may be greater than six (6) months but no greater than twenty-four (24) months and during this period the University will continue to seek a suitable alternative continuing position into which the staff member can be redeployed.

65.15 A staff member will not unreasonably refuse to accept redeployment to a suitable alternative continuing position where the skills and experience required in the position align with the skills and experience of the staff member and their substantive classification level.

65.16 The University will offer the staff member appropriate counselling through the employment assistance program. The staff member may choose to have a representative attend any such counselling.

65.17 Other than by agreement of the staff member, the identification of a suitable alternative position will be restricted to the South Australian metropolitan or country area in which the staff member currently resides.

65.18 If at the conclusion of the redeployment period, or in the case of a fixed-term contract or a series of fixed term contracts that conclude prior to a period of twenty-four (24) months in accordance with clauses 65.12 and 65.14, a staff member has not been appointed to a suitable alternative continuing position, the staff

member's employment will be terminated in accordance with clause 63.12 with appropriate voluntary or compulsory redundancy benefits as appropriate and as contained in this Agreement.

Cost Centre Responsibility for Redeployees

- 65.19 Staff whose positions have been declared redundant and elect to become redeployees will remain the responsibility of their substantive cost centre (including funding) until such time as an ongoing redeployment placement occurs or a redundancy benefit is paid.

Career Transition/Job Search Support

- 65.20 In addition to the redeployment obligations set out in this Agreement, redeployees may apply for any continuing vacancy available for merit selection within the University and if successfully appointed will receive the appropriate salary for that position from the date of appointment and will cease to be a redeployee. If the appointment is to a lower classification, the staff member's salary will be maintained at the previous classification for the remainder of the two (2) year period in accordance with the conditions in clause 65.11.
- 65.21 The University may contract an external organisation to provide redeployees with a career transition program.
- 65.22 Career transition programs may be made available to all redeployees within the University on either an individual or group basis (depending on the number/s of redeployees and their individual needs, and the associated costs).

Support for Redeployed Staff

- 65.23 Where a staff member has received notice that their position has been declared redundant and they elect to become a redeployee, reasonable leave (as determined by the Vice Chancellor or nominee) will be provided on full pay for the staff member to attend employment interviews.
- 65.24 Where expenses to attend such interviews are not met by the prospective employer, the staff member will be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice Chancellor (or nominee).
- 65.25 If a staff member is redeployed to a continuing position elsewhere in the University (i.e. involving a geographic relocation) and it is not reasonably practicable for the staff member to remain in their existing residence, the staff member will be entitled to all reasonable expenses associated with moving household to a new locality.
- 65.26 Any reasonable costs and charges as determined by the Vice Chancellor (or nominee) associated with a program of retraining will be reimbursed to the staff member.

66. COMPULSORY REDUNDANCY BENEFITS

Academic Staff

- 66.1 Notice period of five (5) weeks (or payment in lieu).
- 66.2 Payment of a sum calculated at the date of advice by the Vice Chancellor:
- a) Twenty-eight (28) weeks plus two (2) weeks for each completed year of service; or
 - b) Fifty-two (52) weeks plus two (2) weeks for each completed year of service if the staff member is forty-five (45) years of age or older.
- 66.3 The payment of a sum in clause 66.2 is up to a maximum of sixty (60) weeks.
- 66.4 Continuing academic staff employed by the University as at 17 July 2019, that would have received a more beneficial compulsory redundancy entitlement under clause 68 of the *University of South Australia Enterprise Agreement 2014* if that clause had applied to the staff member, will receive entitlements calculated in accordance with that clause in lieu of the provisions outlined in this clause.

Professional, Security and Grounds Staff

66.5 Notice period of four (4) weeks (or payment in lieu) or if over forty-five (45) years old, five (5) weeks, plus:

Period of Service	Redundancy Payment
1 year or less	2 weeks' salary
Over 1 year and up to and including 2 years	4 weeks' salary
Over 2 years and up to and including 3 years	8 weeks' salary
Over 3 years and up to and including 4 years	12 weeks' salary
Over 4 years and up to and including 5 years	16 weeks' salary
Over 5 years and up to and including 10 years	20 weeks' salary
Over 10 years	2 weeks' salary for each year of service, to a maximum of 78 weeks' salary.

66.6 In addition to the above payments staff members will receive payment in lieu of any accrued recreation leave, leave loading and long service leave entitlements.

66.7 Where a staff member will work out their notice period, any periods of personal leave, supported by a medical certificate, taken during this notice period, will extend the date of redundancy by a maximum of five (5) working days.

67. TERMINATION OF EMPLOYMENT

67.1 All decisions to discipline and terminate the employment of a staff member must be in accordance with the provisions of this Agreement.

67.2 The Procedures for disciplining a staff member or terminating employment as set out in this Agreement will exhaustively cover the subject matter concerned.

67.3 The termination of employment will be subject to and will not affect the provisions of:

- a) Any law empowering a competent Commonwealth industrial tribunal to order reinstatement of or compensation to a staff member or to otherwise deal with the dismissal of that staff member;
- b) Any other law empowering any competent court or tribunal external to an employer which has jurisdiction to deal with any causes of action or claims arising from actions taken by an employer pursuant to the specified provisions and the provisions of the relevant Act.

67.4 The University must not terminate the employment of a staff member unless the staff member has been given notice and/or payment in lieu as required by section 117 of the Act, provided that the University may terminate without notice the employment of a staff member found to have engaged in conduct of a kind envisaged in section 123(1)(b) of the Act such that it would be unreasonable to require the University to continue employment during a period of notice; and that greater notice and/or payment in lieu specified in the staff member's contract of employment or in this Agreement will prevail over the terms of section 117 of the Act.

67.5 Within seven (7) days of a staff member's employment being terminated, the University will pay to the staff member amounts owed to the staff member in relation to:

- a) Salary for any complete or incomplete pay period up to the date of termination; and
- b) All other amounts that are due to the staff member on termination of employment under this Agreement or the National Employment Standards.

68. FAILURE TO ATTEND FOR DUTIES

- 68.1 Failure to attend for duties occurs when a staff member fails to attend their place of employment on an ongoing basis without receiving authorisation for the absence or providing a satisfactory explanation for their non-attendance.
- 68.2 Where a staff member is absent from duty without prior approval, the staff member or nominee will make reasonable attempts to advise the University at the earliest possible time.
- 68.3 Where the staff member is absent from duty without providing notice to their supervisor, or with no approval for their absence; or no apparent reasonable basis for the absence, the supervisor will take initial steps to contact the staff member by telephone, email or other appropriate means.
- 68.4 Where the absence from duty is for a continuous period of seven (7) calendar days and the staff member has failed to contact the supervisor and initial steps by the supervisor to contact the staff member have failed, the University will send a letter to the staff member's last known address by registered mail requesting that the staff member provide reasons for the unauthorised absence. The University will also advise the staff member that they will be placed on paid leave in accordance with clause 68.5 from the commencement of their absence up to a maximum period of thirty-five (35) calendar days, or until the staff member returns to work, whichever occurs first.
- 68.5 Payment during absence:
- a) For the purposes of 'paid leave' in clause 68.4, the staff member's recreation leave entitlement will be used in the first instance.
 - b) Where the staff member has no recreation leave entitlement or the entitlement is exhausted during the thirty-five (35) calendar day period, the staff member's long service leave entitlement will be used.
 - c) The staff member will be placed on leave without pay where they have no entitlement to recreation or long service leave or such entitlements are exhausted during the thirty-five (35) calendar day period.
- 68.6 If the staff member fails to contact the University either to provide appropriate reasons for the unauthorised absence from duty or return to duty within thirty-five (35) calendar days from the commencement of the absence, the University may determine that the staff member has failed to attend for their duties with the University and their employment will cease.

69. TERMINATION ON THE GROUNDS OF ILL HEALTH

- 69.1 The Vice Chancellor's nominee may require staff members to undergo a medical examination to determine their fitness to carry out their duties and will provide written notice of not less than four (4) weeks that a medical examination is required. Such examination will be made by a qualified medical practitioner and its cost will be borne by the University. Where agreement cannot be achieved on a medical practitioner, a nomination by the President of the State Branch of the Australian Medical Association will be used. Nothing in this clause will preclude a staff member's right to furnish a second medical opinion.
- 69.2 Where a staff member accesses a disability pension under an appropriate superannuation scheme, the University agrees that this process will cease.
- 69.3 The Vice Chancellor may construe a failure by a staff member to undergo a medical examination in accordance with these procedures, within a reasonable timeframe, as prima facie evidence that such a medical examination would have found that the staff member is unable to perform their duties and is unlikely to be able to resume them within twelve (12) months, and may act accordingly, provided that such 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.
- 69.4 In making an assessment as to whether or not a staff member is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner appointed pursuant to this clause will, as far as possible, apply the same standards used by the staff member's superannuation

scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.

- 69.5 A copy of the medical report made by the medical practitioner pursuant to clause 69.1 will be made available to the Vice Chancellor and to the staff member.
- 69.6 Where the staff member elects to apply to the staff member's superannuation fund for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under clause 69.1 will lapse forthwith and no further action will, subject to clause 69.7, be taken by the Vice Chancellor under this clause.
- 69.7 Where the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice Chancellor elects to dispute this decision, the Vice Chancellor may proceed in accordance with this clause.
- 69.8 If the medical examination reveals that the staff member is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the Vice Chancellor may, subject to this sub-clause, terminate the employment of the staff member in accordance with the notice required by the staff member's contract of employment (up to and including HEO6 (including security staff) – two (2) weeks, HEO7 and above – four (4) weeks' notice for professional, security and grounds staff and three (3) months for academic staff), or where no notice is specified a period of six (6) months. Prior to taking action to terminate the employment of a staff member, the Vice Chancellor may offer the staff member the opportunity to submit a resignation and, if such a resignation is offered, will accept it forthwith and not proceed with action to terminate employment.
- 69.9 Where a staff member is terminated on the grounds of ill health, all accrued sick leave (at the date of termination) will be paid in full.
- 69.10 These provisions will not displace or override any existing worker's compensation schemes or awards whether State or Federal, or the provisions contained in any workers compensation legislation that may be enacted.
- 69.11 Nothing in this clause prevents access to the dispute resolution procedures outlined in this Agreement.

70. RESIGNATION

Academic Staff

- 70.1 Academic staff wishing to resign will give three (3) months' notice, which notice will expire at the end of a study period (except with the permission of the relevant Enterprise Leadership Team member or nominee). A lesser period of notice may be negotiated upon agreement with the Executive Dean (or equivalent).
- 70.2 Fixed-term contract academic staff who resign from their employment with the University, will give one (1) months' notice for each year or part thereof of the fixed period of time of the contract, to a maximum of three (3) months. Such notice will expire at the end of a semester or teaching term (except with the permission of the relevant Enterprise Leadership Team member). A lesser period of notice may be negotiated upon agreement with the Executive Dean (or equivalent).

Professional, Security and Grounds Staff

- 70.3 Staff, whether fixed-term or continuing, may resign from their employment at any time in writing to their supervisor by service of the following notice periods (except with the permission of the relevant Enterprise Leadership Team member):
- a) Up to and including HEO 6 (including security staff) – not less than two (2) weeks' notice;
 - b) HEO 7 and above – not less than four (4) weeks' notice.

SCHEDULE 1: ACADEMIC STAFF SALARY SCALES

Academic Staff Salary Scales

	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2022 3% increase	30 September 2023 2% increase	23 December 2023 2% increase	31 December 2024 3.5% increase	31 August 2025 3.5% increase
Level A						
1	\$72,218	\$74,385	\$75,873	\$77,390	\$80,099	\$82,902
2	\$76,164	\$78,449	\$80,018	\$81,618	\$84,475	\$87,432
3	\$80,102	\$82,505	\$84,155	\$85,838	\$88,842	\$91,951
4	\$84,044	\$86,565	\$88,296	\$90,062	\$93,214	\$96,476
5	\$87,246	\$89,863	\$91,660	\$93,493	\$96,765	\$100,152
6	\$90,451	\$93,165	\$95,028	\$96,929	\$100,322	\$103,833
7	\$93,656	\$96,466	\$98,395	\$100,363	\$103,876	\$107,512
8	\$96,853	\$99,759	\$101,754	\$103,789	\$107,422	\$111,182
Level B						
1	\$101,784	\$104,838	\$106,935	\$109,074	\$112,892	\$116,843
2	\$105,484	\$108,649	\$110,822	\$113,038	\$116,994	\$121,089
3	\$109,174	\$112,449	\$114,698	\$116,992	\$121,087	\$125,325
4	\$112,872	\$116,258	\$118,583	\$120,955	\$125,188	\$129,570
5	\$116,569	\$120,066	\$122,467	\$124,916	\$129,288	\$133,813
6	\$120,265	\$123,873	\$126,350	\$128,877	\$133,388	\$138,057
Level C						
1	\$123,961	\$127,680	\$130,234	\$132,839	\$137,488	\$142,300
2	\$127,656	\$131,486	\$134,116	\$136,798	\$141,586	\$146,542
3	\$131,351	\$135,292	\$137,998	\$140,758	\$145,685	\$150,784
4	\$135,050	\$139,102	\$141,884	\$144,722	\$149,787	\$155,030
5	\$138,736	\$142,898	\$145,756	\$148,671	\$153,874	\$159,260
6	\$142,443	\$146,716	\$149,650	\$152,643	\$157,986	\$163,516
Level D						
1	\$148,600	\$153,058	\$156,119	\$159,241	\$164,814	\$170,582
2	\$153,523	\$158,129	\$161,292	\$164,518	\$170,276	\$176,236
3	\$158,451	\$163,205	\$166,469	\$169,798	\$175,741	\$181,892
4	\$163,378	\$168,279	\$171,645	\$175,078	\$181,206	\$187,548
Level E						
	\$190,486	\$196,201	\$200,125	\$204,128	\$211,272	\$218,667

Research Staff Salary Scales

	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2022 3% increase	30 September 2023 2% increase	23 December 2023 2% increase	31 December 2024 3.5% increase	31 August 2025 3.5% increase
Research Assistant (ARA)						
1	\$72,218	\$74,385	\$75,873	\$77,390	\$80,099	\$82,902
2	\$76,164	\$78,449	\$80,018	\$81,618	\$84,475	\$87,432
3	\$80,102	\$82,505	\$84,155	\$85,838	\$88,842	\$91,951
4	\$84,044	\$86,565	\$88,296	\$90,062	\$93,214	\$96,476
5	\$87,246	\$89,863	\$91,660	\$93,493	\$96,765	\$100,152
6	\$90,451	\$93,165	\$95,028	\$96,929	\$100,322	\$103,833
7	\$93,656	\$96,466	\$98,395	\$100,363	\$103,876	\$107,512
8	\$96,853	\$99,759	\$101,754	\$103,789	\$107,422	\$111,182
Research Associate (ARAS)						
1	\$90,451	\$93,165	\$95,028	\$96,929	\$100,322	\$103,833
2	\$93,656	\$96,466	\$98,395	\$100,363	\$103,876	\$107,512
3	\$96,853	\$99,759	\$101,754	\$103,789	\$107,422	\$111,182
Research Fellow (BRF)						
1	\$101,784	\$104,838	\$106,935	\$109,074	\$112,892	\$116,843
2	\$105,484	\$108,649	\$110,822	\$113,038	\$116,994	\$121,089
3	\$109,174	\$112,449	\$114,698	\$116,992	\$121,087	\$125,325
4	\$112,872	\$116,258	\$118,583	\$120,955	\$125,188	\$129,570
5	\$116,569	\$120,066	\$122,467	\$124,916	\$129,288	\$133,813
6	\$120,265	\$123,873	\$126,350	\$128,877	\$133,388	\$138,057
Senior Research Fellow (CSRF)						
1	\$123,961	\$127,680	\$130,234	\$132,839	\$137,488	\$142,300
2	\$127,656	\$131,486	\$134,116	\$136,798	\$141,586	\$146,542
3	\$131,351	\$135,292	\$137,998	\$140,758	\$145,685	\$150,784
4	\$135,050	\$139,102	\$141,884	\$144,722	\$149,787	\$155,030
5	\$138,736	\$142,898	\$145,756	\$148,671	\$153,874	\$159,260
6	\$142,443	\$146,716	\$149,650	\$152,643	\$157,986	\$163,516
Associate Research Professor (DARP)						
1	\$148,600	\$153,058	\$156,119	\$159,241	\$164,814	\$170,582
2	\$153,523	\$158,129	\$161,292	\$164,518	\$170,276	\$176,236
3	\$158,451	\$163,205	\$166,469	\$169,798	\$175,741	\$181,892
4	\$163,378	\$168,279	\$171,645	\$175,078	\$181,206	\$187,548
Research Professor (ERP)						
	\$190,486	\$196,201	\$200,125	\$204,128	\$211,272	\$218,667

SCHEDULE 2: PROFESSIONAL, SECURITY AND GROUNDS STAFF SALARY SCALES

Professional Staff Salary Scales

	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2022 3% increase	30 September 2023 2% increase	23 December 2023 2% increase	31 December 2024 3.5% increase	31 August 2025 3.5% increase
HEO 1						
1	\$51,084	\$52,617	\$53,669	\$54,742	\$56,658	\$58,641
2	\$52,169	\$53,734	\$54,809	\$55,905	\$57,862	\$59,887
3	\$53,254	\$54,852	\$55,949	\$57,068	\$59,065	\$61,132
HEO 2						
1	\$54,888	\$56,535	\$57,666	\$58,819	\$60,878	\$63,009
2	\$56,248	\$57,935	\$59,094	\$60,276	\$62,386	\$64,570
3	\$57,610	\$59,338	\$60,525	\$61,736	\$63,897	\$66,133
4	\$58,557	\$60,314	\$61,520	\$62,750	\$64,946	\$67,219
HEO 3						
1	\$57,610	\$59,338	\$60,525	\$61,736	\$63,897	\$66,133
2	\$59,643	\$61,432	\$62,661	\$63,914	\$66,151	\$68,466
3	\$61,685	\$63,536	\$64,807	\$66,103	\$68,417	\$70,812
4	\$63,729	\$65,641	\$66,954	\$68,293	\$70,683	\$73,157
5	\$65,766	\$67,739	\$69,094	\$70,476	\$72,943	\$75,496
6	\$67,123	\$69,137	\$70,520	\$71,930	\$74,448	\$77,054
HEO 4						
1	\$65,766	\$67,739	\$69,094	\$70,476	\$72,943	\$75,496
2	\$67,123	\$69,137	\$70,520	\$71,930	\$74,448	\$77,054
3	\$68,482	\$70,536	\$71,947	\$73,386	\$75,955	\$78,613
4	\$69,843	\$71,938	\$73,377	\$74,845	\$77,465	\$80,176
5	\$71,205	\$73,341	\$74,808	\$76,304	\$78,975	\$81,739
6	\$73,921	\$76,139	\$77,662	\$79,215	\$81,988	\$84,858
HEO 5						
1	\$71,205	\$73,341	\$74,808	\$76,304	\$78,975	\$81,739
2	\$73,921	\$76,139	\$77,662	\$79,215	\$81,988	\$84,858
3	\$76,641	\$78,940	\$80,519	\$82,129	\$85,004	\$87,979
4	\$79,356	\$81,737	\$83,372	\$85,039	\$88,015	\$91,096
5	\$82,077	\$84,539	\$86,230	\$87,955	\$91,033	\$94,219
6	\$84,118	\$86,642	\$88,375	\$90,143	\$93,298	\$96,563
HEO 6						
1	\$82,077	\$84,539	\$86,230	\$87,955	\$91,033	\$94,219
2	\$84,118	\$86,642	\$88,375	\$90,143	\$93,298	\$96,563
3	\$86,159	\$88,744	\$90,519	\$92,329	\$95,561	\$98,906
4	\$88,198	\$90,844	\$92,661	\$94,514	\$97,822	\$101,246
5	\$90,234	\$92,941	\$94,800	\$96,696	\$100,080	\$103,583

	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2022 3% increase	30 September 2023 2% increase	23 December 2023 2% increase	31 December 2024 3.5% increase	31 August 2025 3.5% increase
HEO 7						
1	\$90,234	\$92,941	\$94,800	\$96,696	\$100,080	\$103,583
2	\$92,955	\$95,744	\$97,659	\$99,612	\$103,098	\$106,706
3	\$95,670	\$98,540	\$100,511	\$102,521	\$106,109	\$109,823
4	\$98,392	\$101,344	\$103,371	\$105,438	\$109,128	\$112,947
5	\$101,110	\$104,143	\$106,226	\$108,351	\$112,143	\$116,068
HEO 8						
1	\$101,110	\$104,143	\$106,226	\$108,351	\$112,143	\$116,068
2	\$105,190	\$108,346	\$110,513	\$112,723	\$116,668	\$120,751
3	\$109,270	\$112,548	\$114,799	\$117,095	\$121,193	\$125,435
4	\$113,890	\$117,307	\$119,653	\$122,046	\$126,318	\$130,739
HEO 9						
1	\$119,598	\$123,186	\$125,650	\$128,163	\$132,649	\$137,292
2	\$121,774	\$125,427	\$127,936	\$130,495	\$135,062	\$139,789
3	\$123,672	\$127,382	\$129,930	\$132,529	\$137,168	\$141,969
HEO 10						
1	\$123,899	\$127,616	\$130,168	\$132,771	\$137,418	\$142,228

Grandparented

	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2022 3% increase	30 September 2023 2% increase	23 December 2023 2% increase	31 December 2024 3.5% increase	31 August 2025 3.5% increase
Level 4GP						
7	\$76,643	\$78,942	\$80,521	\$82,131	\$85,006	\$87,981
Level 8GP						
6	\$121,773	\$125,426	\$127,935	\$130,494	\$135,061	\$139,788

Security Staff Non-Grandparented

	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2022 3% increase	30 September 2023 2% increase	23 December 2023 2% increase	31 December 2024 3.5% increase	31 August 2025 3.5% increase
HEO 4						
1	\$65,766	\$67,739	\$69,094	\$70,476	\$72,943	\$75,496
2	\$67,123	\$69,137	\$70,520	\$71,930	\$74,448	\$77,054
3	\$68,482	\$70,536	\$71,947	\$73,386	\$75,955	\$78,613
4	\$69,843	\$71,938	\$73,377	\$74,845	\$77,465	\$80,176
5	\$71,205	\$73,341	\$74,808	\$76,304	\$78,975	\$81,739
6	\$73,921	\$76,139	\$77,662	\$79,215	\$81,988	\$84,858

Security Staff Grandparented

	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2022 3% increase	30 September 2023 2% increase	23 December 2023 2% increase	31 December 2024 3.5% increase	31 August 2025 3.5% increase
	\$82,313	\$84,782	\$86,478	\$88,208	\$91,295	\$94,490

Youth Employment

	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2022 3% increase	30 September 2023 2% increase	23 December 2023 2% increase	31 December 2024 3.5% increase	31 August 2025 3.5% increase
16-18 years	\$51,084	\$52,617	\$53,669	\$54,742	\$56,658	\$58,641

SCHEDULE 3: CASUAL ACADEMIC STAFF CONDITIONS

Casual Hourly Paid Contracts

- 3.1 Casual contracts will be of sufficient duration to cover the whole period of activity required, in accordance with clause 7 d). There may be periods without duties (and accordingly no payment) within the total contract period.
- 3.2 Casual academic staff will be paid at the applicable rate for every hour required to be worked and will not be required to undertake any duties outside the start and end dates of their contract.
- 3.3 Casual staff will be contracted to deliver specific services, such as (but not limited to) a specified number of activities (lectures, tutorials, studio classes, online teaching, marking, supervision of research degree students and clinical supervision).
- 3.4 Casual staff may be contracted to deliver services at various levels of complexity.
- 3.5 The services that casual staff are contracted to deliver will be set out in the contract and described in hourly periods. The hourly rate of pay for contracted teaching hours includes a ratio of hours that need to be worked to deliver the contracted service as prescribed in clause 3.9 of this Schedule.
- 3.6 Casual academic staff will not undertake the role of Program Director and will not normally undertake course coordination.
- 3.7 Appropriate payment will be made for:
- a) Any required additional duties or time not initially specified in a casual staff member's contract; and/or
 - b) Any duty specified in the contract where the quantum of the required task exceeds that articulated in the contract.

Casual Academic Contract Arrangements

- 3.8 The minimum payments to academic staff employed on a casual basis for specific services at the various levels of complexity are set out in clauses 3.27, 3.28 and 3.29 of this Schedule.
- 3.9 Where a staff member is contracted on a casual basis to deliver the specific services set out in the table below, the rate of pay for each of the services includes payment for the associated preparation and student consultation they are required to undertake to deliver the contracted service. For the purposes of this section, preparation does not include developing a course for online delivery. All development work will be paid separately by the hour for casual academic staff who undertake course coordination (as defined in clause 3.13) and other academic activity (as defined in clause 3.16) for all other casual academic staff. The following table identifies the number of hours associated with one hour of delivery time for the various categories of work:

Service	Delivery Hours	Additional Hours	Total Hours Worked
Specialised lecture	1	4	5
Developed lecture	1	3	4
Normal lecture	1	2	3
Repeat lecture	1	1	2
First tutorial	1	2	3
Repeat tutorial	1	1	2
Normal clinical teaching	1	1	2
Clinical teaching with little preparation	1	0.5	1.5
Studio teaching – art, architecture & design	1	0.5	1.5

- 3.10 A casual academic staff member will be paid by the hour for all required activities to be undertaken separate from those set out in clause 3.9 at the appropriate rate as specified in this Agreement. These activities will be individually set out in the contract and include but are not limited to:
- a) University policy familiarisation and induction;
 - b) Scholarship and pedagogical development required for compliance with the *Higher Education Standards Framework (Threshold Standards) 2021* (as amended from time to time);
 - c) Attendance at all meetings required for the delivery of contracted activities;
 - d) Familiarisation with lectures and related material required for the delivery of contracted activities;
 - e) Development of material for online delivery;
 - f) All marking except that completed entirely within a teaching session; and
 - g) All required work associated with marking including academic integrity checks, marking administration and moderation, in addition to the assessment rates set out in this Agreement.

Resources for Casual Academic Staff

- 3.11 Casual staff will be provided with adequate resources to undertake the work they are employed to do, including:
- a) Reasonable access to communication technology, computers and work space;
 - b) Library cards;
 - c) Out of hours access where required; and
 - d) Individual email accounts, network and intranet access.

Casual Academic Activities

3.12 Clinical teaching

Clinical teaching involves delivering professionally oriented teaching in a clinical setting.

3.13 Course coordination

Course coordination is the oversight of delivery of a course. This involves standard reviewing and updating course learning materials and activities and the course LMS site, undertaking student consultation regarding the course, conducting moderation, and overseeing the contributions of teaching staff involved with the course.

3.14 Lecture

A lecture is a class (however described) in which the main ideas of a course are provided to the students, and normally involves the delivery of learning content aimed at comprehensively describing and explaining course concepts, body of knowledge, ideas, or skills. The content may be delivered synchronously or asynchronously, and may involve formal presentations, or the delivery of learning material in topics or modules. Lectures may be delivered on-campus, in a virtual classroom, or accessed as online videos or modules.

3.15 Musical accompanying with special educational services

For the purposes of this section, the term musical accompanying with special educational service means the provision of musical accompaniment to one or more students or staff in the course of teaching by another member of the academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

3.16 Other academic activity

For the purposes of this section, other academic activity will include work of the following nature:

- a) The conduct of practical classes, demonstrations, workshops, student field excursions;
- b) The conduct of clinical sessions other than clinical nurse education;
- c) The conduct of performance sessions;
- d) Musical coaching, vocal coaching, and musical accompanying other than with special educational service;
- e) Development of teaching and subject materials such as the preparation of subject guides and reading lists;
- f) Basic activities associated with course coordination;
- g) Consultation with students;
- h) Supervision;
- i) Attendance at meetings as required;
- j) Attendance at lectures, labs and seminars that form part of the relevant course; and
- k) Course co-ordination.

The above list is not intended to be exhaustive, but is provided by way of example and guidance.

3.17 Practical

A practical is a learning activity with the primary purpose of demonstrating and practicing skills in a supportive environment. Practicals are critical in developing skills through the application of theory and acquired knowledge to tasks performed in a practical setting. Teaching staff will facilitate conversations with and between students and provide feedback in a practical. Practicals may be delivered on-campus, in a virtual classroom, or in a field or industry setting.

3.18 Preparation for delivery of teaching activities

Ahead of delivering teaching activities, academic staff need to become familiar with the content to be delivered (for example reviewing lecture material), and plan for the teaching activity (for example assembling materials, equipment or resources).

3.19 Seminar

Seminars typically involve delivery of learning content and group learning activities by an academic staff member or external guests. Students are expected to prepare for and participate actively in seminars by giving a paper, asking and answering questions, or presenting and discussing subject matter in small groups. Seminars may be delivered on-campus or online in a virtual classroom.

3.20 Student assessment

For the purposes of clause 3.28 and 3.29 of this Schedule, student assessment means all required activities for which a student will receive formal feedback and/or a grade. Assessment may be simple, standard or complex, as follows:

- a) Assessment is **complex** when the marker is required to give detailed feedback to the students explaining how their work might have been improved, such that a student who understood and learned from this feedback would be able to improve their mark in any similar future assignment.
- b) Assessment is **simple** when the marker is able to determine the correct answer by application of a marking template, and is required to do no more than record which answers are correct and determine the marks for each and the overall mark for the assessment.

- c) Other assessment is **standard** marking. Effective from 1 January 2024, assessment is **standard** when the marker is required to determine the result by application of a marking template including the provision of minimal feedback.

3.21 Student consultation

Supporting students with their learning in a course, including the content, learning materials, and assessment. Student consultation may relate to general course requirements and to the content of specific learning activities. Course related student consultation is generally a component of course coordination, while teaching and content-related consultation is a part of teaching.

3.22 Studio

A studio is a learning activity where students undertake hands-on, project-based activities to develop and practice skills, discuss and test ideas. Teaching staff will provide students with continuous, individual and/or group feedback on their work. Studios are typically delivered on-campus and may also be delivered in the field, in industry settings, or online.

3.23 Tutorial

A tutorial is a learning activity in which students discuss the key topics, concepts and ideas of a course with their tutors. Tutorials often involve small group discussions, problem-solving, presentations, and group work. Tutorials may be delivered on-campus or online in a virtual classroom.

3.24 Undergraduate clinical nurse education

For the purposes of this section, the term undergraduate clinical nurse education means the conduct of undergraduate education in a clinical setting.

3.25 Updating existing courses

Standard updating of existing courses to review and revise teaching content, learning materials and activities, the course learning management system site, study guide, assessments and marking templates and rubrics, and generating and publishing the course outline. Course updating occurs regularly (usually annually) and is part of course coordination responsibilities.

3.26 Workshop

Workshops involve students working in groups to collaboratively investigate, analyse and formulate a solution to a problem. Typically, students will present and discuss the findings of their group work with the class. Workshops may be delivered on-campus or online in a virtual classroom.

Casual Academic Rates of Pay

3.27 Schedule of salary rates

(See clause 33 of this Agreement for calculation of casual salaries)

Description	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2022 3% increase	30 September 2023 2% increase	23 December 2023 2% increase	31 December 2024 3.5% increase	31 August 2025 3.5% increase
Lecturing						
Normal Lecture	\$202.86	\$208.94	\$213.12	\$217.38	\$225.00	\$232.86
Developed Lecture	\$270.48	\$278.59	\$284.16	\$289.84	\$300.00	\$310.48
Specialised Lecture	\$338.10	\$348.23	\$355.20	\$362.30	\$375.00	\$388.10
Repeat Lecture	\$135.24	\$139.29	\$142.08	\$144.92	\$150.00	\$155.24

- a) Normal lecture rate is paid where delivery of one (1) hour of lectures requires an additional two (2) hours of work.
- b) Developed lecture rate is paid where the lecturer assumes significant responsibility for planning and developing a course as well as lecturing, or where special expertise is required, or where delivery of one (1) hour of lectures requires an additional three (3) hours of work.
- c) Specialised lecture is paid to a distinguished person for a single lecture, or where delivery of one (1) hour of lectures requires an additional four (4) hours of work.
- d) Repeat Lecture is paid covering the subject matter of a lecture given within a period of fourteen (14) calendar days to another group of students.

Description	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2022 3% increase	30 September 2023 2% increase	23 December 2023 2% increase	31 December 2024 3.5% increase	31 August 2025 3.5% increase
Tutoring						
Tutorial	\$146.46	\$150.86	\$153.87	\$156.96	\$162.45	\$168.15
Tutorial with possession of relevant doctorate or requiring full course coordination	\$173.94	\$179.16	\$182.76	\$186.39	\$192.93	\$199.68
Repeat Tutorial	\$97.64	\$100.58	\$102.58	\$104.64	\$108.30	\$112.10
Repeat Tutorial with possession of relevant doctorate or requiring full course coordination	\$115.96	\$119.44	\$121.84	\$124.26	\$128.62	\$133.12
Other Academic Activity						
Other Academic Activity	\$48.82	\$50.29	\$51.29	\$52.32	\$54.15	\$56.05
Other Academic Activity with possession of relevant doctorate or requiring full course coordination	\$57.98	\$59.72	\$60.92	\$62.13	\$64.31	\$66.56
Under Graduate Clinical Nurse Education						
Little preparation required (1 hour delivery and 0.5 hour agreed duties)	\$73.23	\$75.43	\$76.94	\$78.48	\$81.23	\$84.08
Little preparation required with relevant doctorate or full course coordination (1 hour plus 0.5 hour agreed duties)	\$86.97	\$89.58	\$91.38	\$93.20	\$96.47	\$99.84
Normal Preparation required (1 hour delivery plus 1 hour agreed duties)	\$97.64	\$100.58	\$102.58	\$104.64	\$108.30	\$112.10
Normal Preparation with relevant doctorate or full course coordination (1 hour plus 1 hour agreed duties)	\$115.96	\$119.44	\$121.84	\$124.26	\$128.62	\$133.12

Description	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2022 3% increase	30 September 2023 2% increase	23 December 2023 2% increase	31 December 2024 3.5% increase	31 August 2025 3.5% increase
Studio Teaching – Art, Architecture & Design						
Studio teaching (1 hour delivery and 0.5 hour agreed duties)	\$73.23	\$75.43	\$76.94	\$78.48	\$81.23	\$84.08
Studio teaching with relevant doctorate or full course coordination (1 hour plus 0.5 hour agreed duties)	\$86.97	\$89.58	\$91.38	\$93.20	\$96.47	\$99.84

3.28 **Schedule of rates of pay per item for student assessment and time factor associated with various types of activities up to and including 31 December 2024**

Description	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2022 3% increase	30 September 2023 2% increase	23 December 2023 2% increase	31 December 2024 3.5% increase	31 August 2025 3.5% increase
Simple Assessment						
up to 1,500 words or equivalent (5 minutes per item)	\$4.07	\$4.19	\$4.27	\$4.36	Pay per item for simple assessment ceases on 31 December 2024. Refer to clause 3.29 of Schedule 3 for hourly rates to apply for simple assessment effective from 1 January 2025	
1,500 to 3,500 words or equivalent (10 minutes per item)	\$8.14	\$8.38	\$8.55	\$8.72		
3,500 to 5,000 words or equivalent (20 minutes per item)	\$16.27	\$16.76	\$17.10	\$17.44		
Standard Assessment						
up to 1,500 words or equivalent (10 minutes per item)	\$9.66	\$9.95	\$10.15	\$10.36	Pay per item for standard assessment ceases on 31 December 2024. Refer to clause 3.29 of Schedule 3 for hourly rates to apply for standard assessment effective from 1 January 2025	
1,500 to 3,500 words or equivalent (20 minutes per item)	\$19.33	\$19.91	\$20.31	\$20.71		
3,500 to 5,000 words or equivalent (30 minutes per item)	\$28.99	\$29.86	\$30.46	\$31.07		
Complex Assessment						
up to 1,500 words or equivalent (20 minutes per item)	\$22.54	\$23.22	\$23.68	\$24.15	Pay per item for complex assessment ceases on 31 December 2024. Refer to clause 3.29 of Schedule 3 for hourly rates to apply for complex assessment	
1,500 to 3,500 words or equivalent (30 minutes per item)	\$33.81	\$34.82	\$35.52	\$36.23		

Description	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2022 3% increase	30 September 2023 2% increase	23 December 2023 2% increase	31 December 2024 3.5% increase	31 August 2025 3.5% increase
3,500 to 5,000 words or equivalent (40 minutes per item)	\$45.08	\$46.43	\$47.36	\$48.31	effective from 1 January 2025	

3.29 Hourly rate of pay for student assessment effective from 1 January 2025

Except for student assessment completed entirely within a teaching session, student assessment will be paid based on the hourly rates in the following table for all required activities for which a student will receive formal feedback and/or a grade. Casual staff are required to obtain prior approval for any assessment in excess of their contracted hours. Approved assessment work in excess of the contracted hours will be paid for at the prescribed hourly rate based on the assessment activity undertaken.

Description	Current Rate	Rate from the First Full Pay Period Commencing on or After				
		30 June 2022 3% increase	30 September 2023 2% increase	23 December 2023 2% increase	31 December 2024 3.5% increase	31 August 2025 3.5% increase
Student Assessment						
Simple Assessment	Not applicable. Refer to clause 3.28 of Schedule 3 for pay per item rates applicable prior to 1 January 2025				\$54.15	\$56.05
Standard Assessment					\$64.31	\$66.56
Complex Assessment					\$75.00	\$77.62

SCHEDULE 4: MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSAL)

INTRODUCTION

Minimum standards for levels of academic staff, other than a casual, are set out in this schedule - Minimum Standards for Academic Levels (MSAL). 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.

MSAL may be supplemented by more detailed descriptors in each Division of the University to facilitate performance management.

TEACHING AND RESEARCH ACADEMIC STAFF

Level A

A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four (4) 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 their profession or discipline, and undertake administration primarily relating to their activities at the institution. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

Level B

A Level B academic will undertake independent teaching and research in their 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 their profession or discipline. A Level B academic will normally undertake administration primarily relating to their 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.

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 a Level C academic will make original contributions, which expand knowledge or practice in their 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. A Level C academic 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.

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 their discipline. A Level D academic will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.

Level E

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

A Level E academic will have attained recognition as an eminent authority in their 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 their discipline. A Level E academic will make a commensurate contribution to the work of the institution.

RESEARCH ACADEMIC STAFF (INCLUSIVE OF CREATIVE DISCIPLINES)

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. A Level A research academic will undertake administration primarily relating to their activities at the institution.

Level B

A Level B research academic will normally have experience in research or 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.

Level C

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

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of their 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.

Level D

A Level D research academic will make major original and innovative contributions to their field of study or research, which are recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within their institution, discipline and/or profession in fostering the research activities of others and in research training.

Level E

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

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

SCHEDULE 5: PROFESSIONAL STAFF POSITION CLASSIFICATION DESCRIPTORS (DWM DESCRIPTORS)

Note: The University of South Australia uses the term Higher Education Officer (HEO) that is directly comparable with the Higher Education Worker (HEW) provisions set out in this clause.

Definition 1: Supervision	
Close supervision	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
Routine supervision:	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General direction:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad direction:	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives.
Definition 2: Qualifications	
Within the Australian Qualifications Framework	
Year 12:	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trade certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.
Post-trade certificate:	A course of study over and above a trade certificate and less than a Certificate IV.
Certificates I and II:	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III:	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Certificate IV:	A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part time post-Year 12 or post-trade certificate course.
Diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study.
Advanced diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study.
Degree:	A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a 1 year diploma.
Postgraduate degree:	A recognised postgraduate degree, over and above a degree as defined above.

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

Definition 3:	Classification Dimensions
Training level:	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Occupational equivalent:	Examples of occupations typically falling within each classification level.
Level of supervision:	This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.
Task level:	The type, complexity and responsibility of tasks typically performed by staff within each classification level.
Organisational knowledge:	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.
Judgement, independence and problem solving:	Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.
Typical activities:	Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

Higher Education Worker Level 1

Training level or qualifications

Staff members at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Staff members engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which will provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational equivalent

Cleaner, labourer, trainee for level 2 duties.

Level of supervision

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

Task level

Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

Higher Education Worker Level 2

Training level or qualifications

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

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

Occupational equivalent

Administrative assistant; security patrol officer.

Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

Task level

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

Organisational knowledge

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

Judgement, independence and problem solving

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Typical activities

Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

Higher Education Worker Level 3

Training level or qualifications

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

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

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

Occupational equivalent

Tradesperson, technical assistant/technical trainee, administrative assistant.

Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.

Task level

Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

Organisational knowledge

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

Judgement, independence and problem solving

Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

Typical activities

In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In technical assistant positions:

- Assist a technical officer in operating a laboratory, including ordering supplies.
- Assist in setting up routine experiments.
- Monitor experiments for report to a technical officer.
- Assist with the preparation of specimens.
- Assist with the feeding and care of animals.

Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In administrative positions, perform a range of administrative support tasks including:

- Standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- Provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel;
- Process accounts for payment.

Higher Education Worker Level 4

Training level or qualifications

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

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

Occupational equivalent

Technical officer or technician, administrative above Level 3, advanced tradespersons.

Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.

Task level

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

Organisational knowledge

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

Judgement, independence and problem solving

In trades positions, extensive diagnostic skills.

In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Typical activities

In trades positions:

- Work on complex engineering or interconnected electrical circuits;
- Exercise high precision trades skills using various materials and/or specialised techniques.

In technical positions:

- Develop new equipment to criteria developed and specified by others;
- Under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- Demonstrate the use of equipment and prepare reports of a technical nature as directed.

In library technician positions:

- Undertake copy cataloguing;
- Use a range of bibliographic databases;
- Undertake acquisitions;
- Respond to reference inquiries.

In administrative positions:

- May use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
- Plan and set up spreadsheets or data base applications;
- Be responsible for providing a full range of secretarial services, e.g. in a faculty;
- Provide advice to students on enrolment procedures and requirements;
- Administer enrolment and course progression records.

Higher Education Worker Level 5

Training level or qualifications

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

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

Occupational equivalent

Graduate (i.e., degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

Level of supervision

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

In technical positions:

- Develop new equipment to general specifications;
- Under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- Under broad direction, set up, monitor and demonstrate standard experiments and equipment use;
- Prepare reports of a technical nature.

In library technician positions, perform at a higher level than Level 4, including:

- Assist with reader education programs and more complex bibliographic and acquisition services;
- Operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an out-posted service.

In administrative positions:

- Responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under professional supervision:

- Work as part of a research team in a support role;

- Provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services;
- Provide counselling services.

Higher Education Worker Level 6

Training level or qualifications

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

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

Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line supervisor; experienced technical specialist and/or technical supervisor.

Level of supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional staff.

Task level

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

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

Judgement, independence and problem solving

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

Typical activities

In technical positions:

- Manage a teaching or research laboratory or a field station;
- Provide highly specialised technical services;
- Set up complex experiments;
- Design and construct complex or unusual equipment to general specifications;
- Assist honours and postgraduate students with their laboratory requirements;

- Install, repair, provide and demonstrate computer services in laboratories.

In administrative positions:

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

In professional positions:

- Work as part of a research team;
- Provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- Provide counselling services;
- Undertake a range of computer programming tasks;
- Provide documentation and assistance to computer users;
- Analyse less complex user and system requirements.

Higher Education Worker Level 7

Training level or qualifications

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

- A degree with at least 4 years subsequent relevant experience; or
- Extensive experience and management expertise in technical or administrative fields; or
- An equivalent combination of relevant experience and/or education/training.

Occupational equivalent

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

Level of supervision

Broad direction. May manage other staff including administrative, technical and/or professional staff.

Task level

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

Judgement, independence and problem solving

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

Typical activities

In a library, combine specialist expertise and responsibilities for managing a library function.

In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.

In technical manager positions, the management of teaching and research facilities for a department or school.

In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

Higher Education Worker Level 8

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.

Task level

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

Organisational knowledge

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

Judgement, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice (e.g., to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

Typical activities

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

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.

Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

Higher Education Worker Level 9

Training level or qualifications

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

- Postgraduate qualifications and extensive relevant experience; or
- Extensive management experience and proven management expertise; or
- An equivalent combination of relevant experience and/or education/training.

Occupational equivalent

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

Level of supervision

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.

Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

Organisational knowledge

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

Judgement, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g., to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

Typical activities

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

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.

Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

Higher Education Worker Level 10

Training level or qualifications

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

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

Occupational equivalent

Senior program, research or administrative manager.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

Manage a large functional unit with a diverse or complex set of functions and significant resources.



Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

SIGNATORIES



Signed for and on the behalf of

THE UNIVERSITY OF SOUTH AUSTRALIA

Signature: 
Print Full Name: Professor David G. Lloyd
Position Title: Vice Chancellor and President
Address: City West Campus, 55 North Terrace, ADELAIDE SA 5000
In the presence of
Signature: 
Date: 16 June 2023


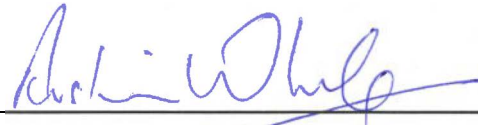
Signed for and on the behalf of

NATIONAL TERTIARY EDUCATION UNION

Signature: 
Print Full Name: Dr Damien Cahill
Position Title: General Secretary
Address: 1/120 Clarendon Street, SOUTHBANK VIC 3006
In the presence of
Signature: 
Date: 19 June 2023

Signed for and on the behalf of

COMMUNITY AND PUBLIC SECTOR UNION – STATE PUBLIC SERVICE FEDERATION SA BRANCH

Signature: 
Print Full Name: Natasha Brown
Position Title: Branch Secretary
Address: 122 Pirie Street, ADELAIDE SA 5000
In the presence of
Signature: 
Date: 23 June 2023 AUSTIN WHITE



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Information correct at time of printing (May 2023)

CRICOS provider number 00121B / Australian University provider number PRV12107



Acknowledgment of Country

We respectfully acknowledge the Kaurna, Boandik and Barngarla First Nations Peoples and their Elders past and present, who are the First Nations' Traditional Owners of the lands that are now home to the University of South Australia's campuses in Adelaide, Mount Gambier and Whyalla. We are honoured to recognise our connection to the Kaurna, the Boandik and the Barngarla lands, and their history, culture and spirituality through these locations, and we strive to ensure that we operate in a manner which respects their Elders and ancestors. We also acknowledge the other First Nations of lands across Australia with which we conduct business, their Elders, ancestors, cultures and heritage.

Artist: Ngupulya Pumani



THE FAIR WORK COMMISSION

Matter No.: AG2023/2121

Matter: Application for approval of the University of South Australia Enterprise Agreement 2023

Applicant: University of South Australia

Undertaking – Section 190

I, Mark Gladigau, of the University of South Australia, give the following undertakings with respect to the *University of South Australia Enterprise Agreement 2023* ("the Agreement"):

1. A shift worker to whom clause 5.10 of the Agreement applies is a shift worker for the purpose of the National Employment Standards.
2. In applying the severance pay scale at clause 66.5 of the Agreement, for staff with 1 and 2 years completed service, the University will provide 4 and 6 weeks' severance pay respectively.

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

Yours sincerely

Mark Gladigau
Deputy Director: IR Projects