



University of South Australia

**UNIVERSITY OF SOUTH  
AUSTRALIA**

**SENIOR STAFF**

**COLLECTIVE AGREEMENT**

**2006**

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## Section One – Operation of the Agreement

### 1. TITLE

This Agreement will be known as the University of South Australia Senior Staff Collective Agreement 2006.

### 2. COVERAGE AND PERSONS BOUND

- 2.1 This Agreement applies to all senior staff employed by the University of South Australia pursuant to clause 2.2 but does not apply to senior staff who have entered or enter into an Australian Workplace Agreement before, on, or after the date of commencement of this Agreement.
- 2.2 The parties to this Agreement are:
- a) University of South Australia, and
  - b) All senior staff employed by the University who receive a remuneration package in accordance with clause 10 of this Agreement.
- 2.3 Where an academic senior staff member holds a substantive ongoing appointment at classification levels A to E in the relevant collective agreement applying to academic staff for that substantive classification and during the life of this agreement reverts to that substantive ongoing appointment, the terms of the relevant collective agreement applying to academic staff for that substantive classification will apply.

### 3. DEFINITIONS

- 3.1 “**Act**” refers to the Workplace Relations Act 1996.
- 3.2 “**This Agreement**” refers to the *University of South Australia Senior Staff Collective Agreement 2006*.
- 3.3 “**Party**” or “**Parties**” refers to the University of South Australia and the senior staff member subject to this Agreement pursuant to clause 2.
- 3.4 “**Representative**” shall mean a person of the senior staff member’s choice, provided that the person is not a solicitor or barrister currently in practice. A senior staff member, should they so choose, may request a representative for any matter that affects them.
- 3.5 “**Senior Staff**” and “**Senior Staff Member**” shall mean all senior staff employed by the University in the capacity as members of the Senior Management Group, Heads of Schools, Deans, Directors of Research Institutes, Division Managers, Division Directors, Directors of Central Administrative Units and any other senior staff employed in an equivalent position or equivalent level of responsibility and who receive a remuneration package in accordance with clause 10 and are covered by this Agreement pursuant to clause 2.

3.6 "University" refers to the University of South Australia.

#### 4. OPERATION OF AGREEMENT

This Agreement will commence on the date the Agreement is lodged with the Employment Advocate and will nominally expire three (3) years after this date.

#### 5. STATUS OF AGREEMENT

5.1 The status of this Agreement in relation to other industrial instruments and conditions of employment is as follows:

- a) Nothing in this Agreement shall be taken as incorporating as a term or condition of this Agreement, any policy referred to in this Agreement.
- b) This Agreement replaces and operates to the exclusion of all state and federal awards that would otherwise apply to those senior staff whose employment is regulated by the Agreement.

5.2 This Agreement expressly excludes all protected award conditions including:

- a) rest breaks;
- b) incentive-based payments and bonuses;
- c) annual leave loadings;
- d) observance of days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by senior staff who work in that State, Territory or region, and entitlements of employees to payment in respect of those days;
- e) days to be substituted for, or a procedure for substituting, days referred to in paragraph d);
- f) monetary allowances for:
  - i) expenses incurred in the course of employment; or
  - ii) responsibilities or skills that are not taken into account in rates of pay for employees; or
  - iii) disabilities associated with the performance of particular tasks or work in particular conditions or locations;
- g) loadings for working overtime or for shift work;
- h) penalty rates;
- i) outworker conditions;
- j) any other matter specified in the *Workplace Relations Regulations* (Commonwealth) as varied from time to time.

#### 6. AGREEMENT TO BE AVAILABLE

A copy of this Agreement will be kept in the Human Resources Unit and will be available for inspection upon request by any senior staff member

covered by the Agreement. This Agreement will also be made available on the University's electronic information system.

## **7. UNIVERSITY POLICIES, PROCEDURES AND GUIDELINES**

University policies, procedures and guidelines (whether referred to in this Agreement or not) do not form part of this Agreement. Where the University is proposing to introduce new policies, procedures and guidelines or make amendments to existing ones that have a significant impact on matters pertaining to the employment of senior staff under this Agreement, the University will consult with senior staff through email and other forms of communication such as meetings of representative groups (e.g. Heads of Schools group, Directors' group).

## **8. DISPUTE RESOLUTION PROCEDURE**

8.1 In the case of a dispute about the application or interpretation of this Agreement, or a personal grievance, the following steps will be taken:

- a) The senior staff member shall notify their direct line manager in writing and in sufficient detail of the nature of the dispute. Should the senior staff member so request, they may be represented by another person of their choice (excluding a currently practicing barrister or solicitor) during the stages of the dispute as detailed in sub clauses 8.1 b) and 8.1 c) below.

### Stage 1

- b) As soon as practicable after the dispute has arisen, it will be considered jointly by the senior staff member and the direct line manager.

### Stage 2

- c) If the dispute is not resolved within five (5) working days of the matter being jointly considered under sub clause 8.1 b), either party to the dispute may submit the issue to the Vice Chancellor (or nominee) to consider and attempt to resolve the dispute. If the dispute is between the Vice Chancellor and his/her direct report, stage 2 of the dispute resolution procedure will not apply and stage 1 will be followed by stage 3 (clause 8.1 (d)).

### Stage 3

- d) If the dispute is not resolved within five (5) working days of the matter being considered under sub clause 8.1 c), either party to the dispute may refer the matter to the Australian Industrial Relations Commission (AIRC) for private conciliation, or by agreement to an agreed third party for mediation.
- e) During the process before the AIRC, either party to the dispute may be represented, where requested, by a person or organisation of their choice.

- f) Where a senior staff member submits the same dispute to any other external agency that is competent to handle such dispute, all action under this clause will cease and the matter will no longer be a dispute under this Agreement.

## 8.2 Role of AIRC

Where a dispute has been referred to the AIRC in accordance with sub clause 8.1 d), the AIRC shall follow the process and exercise the powers conferred to it in accordance with the following:

- a) Before the process commences the AIRC may confer with the parties to the dispute informally about matters of procedure, such as:
- the presentation of each side's position (whether oral or in writing);
  - confidentiality requirements;
  - representation at the private conciliation;
  - timing, location and duration of the conciliation;
  - whether a telephone conference is all that is needed in the first instance; and
  - any further particulars about the AIRC's role in relation to establishing procedures.
- b) Subject to sub clause 8.2 a), it is agreed that the AIRC will observe confidentiality about all aspects of the dispute, and, consistent with its expected role to this point, may do such things as:
- help the parties to the dispute identify and define the matters in dispute;
  - help the parties to the dispute to develop a procedure which is aimed at achieving resolution of the dispute quickly, fairly and cost-effectively;
  - where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matters in dispute quickly, fairly and cost-effectively;
  - act as the facilitator of direct negotiations between the parties to the dispute.
- c) The parties to the dispute further agree that during the conciliation, the AIRC may, at its discretion, discuss the matter(s) in dispute privately with any of the parties to the dispute or their representatives. The AIRC shall keep confidential the content of any such discussion, and shall not expressly or impliedly convey the content of such discussion (or part thereof) unless specifically authorised to do so.
- d) If the AIRC is of the view that having completed the above process the matter(s) in dispute remains unresolved, it may:
- make suggestions for resolution of the dispute;
  - express opinions as to what would constitute a reasonable resolution of the dispute, or any part thereof; or

- if the matter in dispute is not resolved, it may within seven (7) days of notice of termination provide a written report to the parties to the dispute expressing the AIRC's opinion of what would constitute a reasonable resolution of the dispute, or any part thereof.
- e) Any function performed by the AIRC in this regard is advisory only, and is not binding upon the parties to the dispute.
- 8.3 In the case of a dispute involving unlawful discrimination, sexual harassment and workplace bullying, such a dispute shall be dealt with in accordance with the University's Discrimination and Harassment Procedures (Academic and Professional Staff).

**9. NO EXTRA CLAIMS**

Senior Staff agree not to pursue any further claims prior to the nominal expiry date of this Agreement.

## Section Two – Remuneration

### 10. REMUNERATION

- 10.1 All senior staff shall receive a remuneration package based on the requirements of their position description and in accordance with the Senior Staff Framework and Remuneration Guidelines.
- 10.2 At the conclusion of this Senior Staff Agreement, all positions will be evaluated and an individual remuneration range will be established in accordance with the guidelines in sub clause 10.1.
- 10.3 The Senior Remuneration Committee (SRC) will review remuneration annually in June and may determine an annual across the board increase based on market remuneration movements in accordance with the guidelines in sub clause 10.1. Where a remuneration increase is determined the increase will be paid effective from 30<sup>th</sup> June of the relevant year.
- 10.4 Senior staff are eligible to negotiate their positioning within their individual salary range during the life of the Agreement, in accordance with the guidelines in sub clause 10.1.
- 10.5 Position descriptions may be reviewed and re-evaluated either at the request of the senior staff member or the senior staff member's line manager when there is perceived to be significant growth within the role.
- 10.6 Any decision arising out of the application of this clause is final and is not subject to a dispute in accordance with clause 8 of this Agreement.
- 10.7 The Senior Remuneration Committee is a subcommittee of University Council and comprises of the Chancellor, Vice Chancellor, two members of University Council and the Director: Human Resources.
- 10.8 Transitional Arrangement

30th June 2006      Senior Staff under the remit of the SRC prior to approval of this Agreement – The SRC will review remuneration based on general market movements. Where an increase is determined by the SRC, the increase will apply proportionately for the six months January to June 2006 (e.g. should the market show a 12 month movement of 4%, Senior Staff will receive 2%). Any increases will be backdated effective from 30th June 2006.

All Other Senior Staff – Will receive a 5% increase in accordance with the Academic and Professional Staff Collective Agreement effective from 30 June 2006.

30th June 2007      All Senior Staff – A review of remuneration for senior staff positions will be undertaken by the SRC in accordance with sub clause 10.3.



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|----------------|--|
| 30th June 2008 | All Senior Staff – A review of remuneration for senior staff positions will be undertaken by the SRC in accordance with sub clause 10.3.   |
| 30th June 2009 | A full market review including position re-evaluation will be conducted in accordance with sub clause 10.2. Where a remuneration increase is determined the increase will be paid effective from 30th June 2009. |

## **11. PERFORMANCE PAY**

- 11.1 A performance payment of up to 10% of total employment cost can be earned. Performance pay is offered under the conditions outlined in the University's Performance Pay for Senior Managers Scheme. Annual performance payments do not attract senior staff member superannuation contributions.
- 11.2 For the purposes of Performance Pay "total employment cost" includes base salary, recreation leave loading, employer superannuation and any applicable allowances.
- 11.3 The option to salary sacrifice performance payments may be available. As salary sacrifice arrangements must be prospective, a Salary Sacrifice Agreement (SSA) must be completed prior to the period for which an entitlement exists.

### **11.4 Transitional Arrangement**

Senior staff not under the remit of the SRC prior to approval of this Agreement, will be eligible to participate in the 2006 performance pay round in accordance with the University's Performance Pay for Senior Managers Scheme. Assessment will be based on the period 1 July 2006 to 31 December 2006 and any annual payment determined will be pro rata for this six (6) month period.

## **12. RECOVERY OF MONEY OWED BY A SENIOR STAFF MEMBER**

- 12.1 The University shall be entitled to make salary deductions in order to recover moneys owed by senior staff members including but not limited to:
- a) Relocation expenditure incurred on behalf of a senior staff member and which the University is entitled to recover due to the senior staff member terminating his or her employment without completing the requisite period specified in the offer of appointment;
  - b) Payment of leave in advance;
  - c) Overpayments of salary or allowances.
- 12.2 Before commencing to make a salary deduction, the Director: Human Resources will provide the senior staff member with written details of the moneys owing and the reasons and make a reasonable attempt to consult with the senior staff member on a suitable method and timeline of repayment. The University shall then provide the senior staff member with written details of the repayment arrangements and date of commencement.

**13. SALARY SACRIFICE**

- 13.1 Participation in salary sacrifice is voluntary and at the initiation of a senior staff member. This clause applies for the period a senior staff member enters into a Salary Sacrifice Agreement.
- 13.2 A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the University and the senior staff member that enables salary-packaging arrangements to be put in place.
- 13.3 Subject to this clause, the salary payable to a senior staff member or applicable to a position where the occupant 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.
- 13.4 Any entitlement to payment of leave loading will be based on the salary that would have been payable had the senior staff member not entered into a SSA.
- 13.5 Where, on cessation of employment, the University makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements, the payment thereof shall be based on the salary that would have been payable had the senior staff member not entered into a SSA.
- 13.6 The portion of remuneration that can be taken as salary sacrifice items must be no greater than 50% of the senior staff member's superannuable salary unless otherwise approved by the Vice Chancellor or nominee.
- 13.7 Salary sacrifice will not extend to senior staff members employed on a fixed term contract of less than twelve (12) months unless otherwise determined by the Vice Chancellor.
- 13.8 Salary Sacrifice will be applied in accordance with University's Salary Sacrifice Guidelines and Conditions.

**14. SUPERANNUATION**

- 14.1 The University agrees that for the life of this Agreement, it will maintain arrangements for superannuation in respect of access to superannuation schemes and contributions rates that are in effect as of the commencement of operation of this Agreement.
- 14.2 The University agrees that, should there be any changes to the superannuation arrangements in effect as at the date of certification of this Agreement, the University will consult with senior staff prior to implementing any changes.

**15. HIGHER DUTIES**

A senior staff member temporarily performing the duties of a designated higher classified position for ten (10) working days or more, will be paid an allowance from the date that the senior staff member commences the

higher duties, equivalent to the difference between their base salary and the minimum base salary of the higher classified position, unless otherwise approved by the Vice Chancellor (or nominee). Where a senior staff member is not performing the full range of duties of the higher classified position, a percentage of higher duties may be paid on a pro rata basis.

## **Section Three – Appointment, Probation, Performance Management and Development and Termination**

### **16. APPOINTMENT**

- 16.1 The Vice Chancellor (or nominee) is authorised to make appointments and renew fixed term appointments for senior staff positions.
- 16.2 Unless determined by the Vice Chancellor (or nominee), new appointments to senior positions will be made on a fixed term basis.
- 16.3 A senior staff appointment may provide for reversion to a substantive position at the conclusion of the senior staff appointment. The senior staff member's employment agreement will specify if reversionary arrangements are to apply and the classification level applicable.
- 16.4 On appointment a senior staff member may negotiate recognition of prior employment and will be considered at the discretion of the University on a case by case basis.

### **17. CONTRACT RENEWAL**

Fixed term appointments may be renewed at the discretion of the University. The process for renewal/non renewal of fixed term appointments will be as follows:

- 17.1 At least six (6) months prior to the expiration of the period of appointment, the line manager will confer with the senior staff member on the issue of re-appointment for a further period.
- 17.2 Where the senior staff member advises that they seek reappointment, the line manager will make a recommendation to the Vice Chancellor (or nominee) on the renewal/non renewal of the fixed term appointment. This decision will have regard to the needs of the University and the senior staff member's performance as demonstrated in the University's *Performance Management Scheme* including the *Performance Management Guidelines*.
- 17.3 The Vice Chancellor (or nominee) will make the final decision regarding any offer of a further fixed term appointment. A decision is not reviewable by the senior staff member under Clause 8 – Dispute Resolution Procedure.
- 17.4 The line manager will advise the senior staff member of the University's intention to renew or not to renew the appointment at least four (4) months prior to the expiration of the period of appointment.

## 18. PROBATION

### 18.1 Continuing Appointments

a) Application

The provisions of this clause apply to new senior staff members employed from the commencement date of this Agreement on an ongoing appointment.

b) Period of Probation

The period of probation shall be twelve (12) months for all senior staff members. At the time of making an appointment, the Vice-Chancellor (or nominee) may waive or vary the period of probation, having regard to prior service, qualifications, experience of the appointee, or other relevant considerations.

### 18.2 Fixed Term Appointments

a) Application

The provisions of this clause apply to new senior staff members appointed to fixed term appointments from the commencement date of this Agreement.

b) Period of Probation

i) The probation period will be determined at the time of appointment and will be at the discretion of the Vice Chancellor (or nominee), giving consideration to the level and complexity of the position, period of the appointment, or other relevant considerations.

ii) The Vice-Chancellor (or nominee) may decide to waive the probationary period for a senior staff member.

### 18.3 Appointment to Subsequent Positions

a) Where an existing continuing or fixed term senior staff member is appointed to a subsequent position, a 'trial' period up to a maximum of twelve (12) months may be determined by the Vice Chancellor (or nominee) at the time of making the appointment.

b) Where a 'trial' period is determined by the Vice Chancellor (or nominee), it will be treated as probation for the purpose of performance management in accordance with sub clause 18.4 of this Agreement.

### 18.4 Probation Process – Continuing and Fixed Term Appointments

a) Probation will be managed in accordance with the University's performance management process for senior staff.

- b) Following a period of probation a senior staff member's employment may be confirmed or terminated, or an additional period of probation may apply by agreement between the Vice Chancellor (or nominee) and the senior staff member. If a senior staff member is deemed unsuitable and employment is to be terminated, the senior staff member will be given four (4) weeks notice by the University. Payment may be made in lieu of notice.
- c) If a senior staff member has negotiated a fall back position in accordance with sub clause 16.3 and is deemed unsuitable during their probationary period, the Vice Chancellor (or nominee) may consider reverting the senior staff member to their fall back position.

## **19. PERFORMANCE MANAGEMENT AND DEVELOPMENT**

Performance management (including unsatisfactory performance) and development will be in accordance with the University's *Performance Management Scheme* including the *Performance Management Guidelines*.

## **20. NOTICE OF TERMINATION**

### **20.1 Termination of Employment by Senior Staff**

- a) A senior staff member may terminate their employment with the University upon the giving of at least three (3) months notice in writing to the Vice Chancellor (or nominee). This does not prevent the Vice Chancellor (or nominee) and senior staff member agreeing to a shorter period of notice.
- b) If a senior staff member fails to give notice or work out the notice period determined in accordance with sub clause 20.1 a) above, the University shall be entitled to recover an amount equal to the salary which would have been earned to the end of the period of notice. The University shall be entitled to recover the amount from termination payments, including leave entitlements.
- c) Where a senior staff member has an entitlement to a substantive position in the University and the senior staff member elects to fallback to that position, the senior staff member shall provide at least three (3) months notice in writing to the Vice Chancellor (or nominee). This does not prevent the Vice Chancellor (or nominee) and senior staff member agreeing to a shorter period of notice.

### **20.2 Termination of Employment by University**

- a) The University may terminate the employment of a senior staff member for reasons including:
  - i) Absence from duty;
  - ii) Unsatisfactory Probation;
  - iii) Non renewal of fixed term appointments;
  - iv) Redundancy;
  - v) Unacceptable performance;
  - vi) Misconduct; and

- vii) Medical grounds.
- b) Except in the case of unsatisfactory probation, non renewal of fixed term appointments, redundancy, unacceptable performance, misconduct, medical grounds and contract renewal (Clause 17), the University may terminate the employment of a senior staff member by making a payment equivalent to a period of notice of six (6) months, or by paying out the remaining period of the contract, whichever is the lesser amount.

## 21. ABSENCE FROM DUTY

- 21.1 Senior Staff must advise their line manager of all absences from duty. Prior notice of absence should be provided, however, where such notice cannot be provided, senior staff should notify their line manager within 24 hours of normal commencement of duty, stating the incapacity and likely length of absence.
- 21.2 Senior staff are required to promptly complete and submit a leave application form in respect of any absence. Where a leave application is not provided by a senior staff member, the Vice Chancellor (or nominee) may arrange for the appropriate leave record to be adjusted and for the senior staff member to be notified of that adjustment.
- 21.3 Failure by a senior staff member to advise their line manager of an absence in excess of ten (10) consecutive working days must be brought to the attention of the Vice Chancellor (or nominee) by the line manager. The Vice Chancellor (or nominee) may deem the absence to be abandonment of employment and the senior staff member's employment will be terminated.
- 21.4 Where a senior staff member's employment is terminated in accordance with sub clause 21.3 above and the senior staff member can provide reasonable justification for an absence, the Vice Chancellor (or nominee) may reinstate the senior staff member's employment.

## 22. REDUNDANCY

- 22.1 This clause only applies to senior staff who hold a continuing appointment in the University.
- 22.2 *Redundancy* and *Redundant* for the purpose of this clause means a situation where the position occupied by a continuing senior staff member is identified as surplus to the University's requirements for reasons including, but not limited to, an economic, technological, structural or similar nature.
- 22.3 Where the University has decided to make redundant the positions of one or more senior staff, it will:
  - a) consult with affected staff;
  - b) provide affected staff with relevant information including:
    - i) the reasons for redundancy;
    - ii) the numbers and categories of staff likely to be affected; and

- iii) the period over which the redundancy is intended to be carried out.

22.4 In the event that the position occupied by a continuing senior staff member is made redundant, redeployment to another position will be considered by the University where the Director: Human Resources determines that:

- a) there is a suitable vacant position available at the time that the position is made redundant; and
- b) the vacant position is compatible with the senior staff member's substantive classification level and their existing skills and experience; or
- c) reversion to a substantive position provided the senior staff member's appointment provides for reversion pursuant to clause 16.3.

22.5 In the event that redeployment to another position is not appropriate after consideration of the requirements in sub clause 22.4, the senior staff member's employment with the University will be terminated and the senior staff member will receive the following redundancy benefits:

a) Senior Academic Staff

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

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

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



b) Senior Professional Staff

- i) The following redundancy benefits will apply to senior professional staff:

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

- ii) The abovementioned redundancy payments include a payment in lieu of five (5) weeks notice. If, by agreement, a senior staff member works during the notice period, the redundancy payment will be reduced by the number of weeks worked.
- iii) In addition to the above payments senior staff members will receive payment in lieu of any accrued recreation leave and long service leave entitlements.

**23. UNACCEPTABLE PERFORMANCE****23.1 Application**

- a) This clause applies to all senior staff covered by this Agreement excluding those subject to probation in Clause 18.
- b) Line managers will provide guidance and counselling and, where appropriate, staff development, to address performance issues when these are first identified.
- c) Prior to taking disciplinary action against a senior staff member for unacceptable performance, the Vice Chancellor will ensure the steps outlined in this clause are followed.

**23.2 Definition**

**'Disciplinary action'** means action by the University to discipline a senior staff member for unacceptable performance or misconduct in accordance

with the provisions of this Agreement and includes but is not limited to one or more of the following:

- a) withholding of performance-related remuneration;
- b) demotion to a lower salary within a classification level;
- c) demotion by one or more classification levels;
- d) reversion to substantive position (applicable to fallback appointments only);
- e) suspension with or without pay;
- f) termination of employment.

### 23.3 Steps

- a) Where a line manager forms a view that the performance of a senior staff member is unacceptable, the line manager will:
  - i) inform the senior staff member that action is being taken in accordance with this clause;
  - ii) counsel the senior staff member on the nature of the improvement required and the time within which reasonable improvement is expected, and
  - iii) make a record of the counselling given and provide a copy to the senior staff member.
- b) A senior staff member may choose to be accompanied by a staff representative at any counselling or meeting convened in accordance with this clause.
- c) Where a line manager believes that the processes referred to in sub clause 23.3 a) have not produced the desired improvements in performance, the line manager will make a report to the Vice Chancellor and, at the same time, provide a copy to the senior staff member.
- d) The senior staff member will be invited to make a written response to the Vice Chancellor within ten (10) working days of receipt of the report by the line manager. The Vice Chancellor will review the report and any response provided by the senior staff member. The report will state clearly the aspects of performance viewed as unacceptable and the record of attempts to remedy the problem/s.
- e) The Vice-Chancellor may then decide to:
  - i) take no further action;
  - ii) refer the matter back to the line manager to ensure that all appropriate steps have been taken in a manner appropriate to the circumstances;
  - iii) revert the senior staff member to their substantive level (in the case of sub clause 23.2 d), or
  - iv) take other disciplinary action in sub clause 23.2.

23.4 The Vice Chancellor will advise the senior staff member in writing of the decision and the date of effect of the decision.

### 23.5 Other matters

- a) The decision of the Vice Chancellor regarding disciplinary action under this clause will be final.
- b) Where, in accordance with subclause 23.4, the Vice-Chancellor has confirmed a decision to terminate the employment of a senior staff member, notice or payment in lieu will be as provided in subclause 23.5 c).
- c) The senior staff member will receive the following minimum period of notice:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 23.6 Where the performance of a senior staff member who directly reports to the Vice Chancellor is unacceptable, the role of the line manager identified in clause 23 will relate to the Vice Chancellor and the final decision will be made by the Vice Chancellor.

## 24. MISCONDUCT

### 24.1 Application

This clause applies to all senior staff covered by this Agreement.

### 24.2 Definitions

- a) **'Misconduct'** means:
  - i) serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a senior staff member's duties or to a senior staff member's colleagues carrying out their duties; or
  - ii) conviction by a Court of competent jurisdiction of an offence of a kind that may be reasonably regarded as constituting a serious impediment to the discharge by the senior staff member of his or her functions or duties, or to the senior staff member's colleagues carrying out their functions or duties; and/or
  - iii) serious dereliction of duties.
- b) **'Disciplinary action'** means any action by the University to discipline a senior staff member for unacceptable performance or misconduct and includes but is not limited to one or more of the following:
  - i) withholding of performance-related remuneration;
  - ii) formal censure;
  - iii) demotion to a lower salary within a classification level;
  - iv) demotion by one or more classification levels;

- v) reversion to substantive position (applicable to reversionary appointments only);
- vi) suspension with or without pay;
- vii) termination of employment.

### 24.3 Steps

- a) Prior to taking disciplinary action against a senior staff member for misconduct, the Vice Chancellor will ensure the steps outlined in this clause are followed.
- b) The Vice Chancellor will consider any allegation/s of misconduct. If the Vice Chancellor believes the allegation/s warrant further investigation then the Vice Chancellor will:
  - i) notify the senior staff member in writing and in sufficient detail to enable the senior staff member to understand the precise nature of the allegation/s, and to properly consider and respond to them; and
  - ii) require the senior staff member to submit a written response within ten working days.
- c) If the senior staff member denies in part or full the allegation/s, or fails to submit a written response to any allegations, the Vice Chancellor will:
  - i) arrange for the matter to be investigated; or
  - ii) counsel and/or censure the senior staff member for unsatisfactory behaviour and
  - iii) take no other action; or
  - iv) take no further action.
- d) If the senior staff member admits in full the allegation/s, and the Vice Chancellor is of the view that the conduct amounts to misconduct, then the Vice Chancellor may take disciplinary action, subject to following the procedure described in sub clause 24.3 e).
- e) Before deciding to take disciplinary action, the Vice Chancellor will:
  - i) invite the senior staff member to advise within five (5) working days, in writing, any matters that he or she may wish the Vice Chancellor to take into account at the time a decision as to disciplinary action is considered;
  - ii) have regard to any such matters brought to attention by the senior staff member when deciding whether any disciplinary action should be taken; and
  - iii) advise the senior staff member of that decision and of the operative date of any disciplinary action to be taken.
- f) Where the Vice-Chancellor is of the view that there has been no misconduct and decides to take no further action under sub clause 24.3 c), the Vice-Chancellor will immediately advise the senior staff member in writing.

- g) The decision of the Vice Chancellor regarding disciplinary action under this clause will be final.

#### 24.4 Investigation of Misconduct

- a) Where a matter is referred for investigation in accordance with sub clause 24.3 c) i), an investigator will be appointed by the Vice Chancellor within twenty (20) working days.
- b) The investigator will investigate the facts relating to the alleged misconduct, including whether any mitigating circumstances are evident.
- c) The investigator will:
  - i) meet with the Vice-Chancellor and senior staff member and if the senior staff member so chooses, be represented by a representative as defined in clause 3;
  - ii) interview any person the investigator thinks fit to establish the merits or facts of the particular case;
  - iii) take into account other material the investigator believes appropriate to the case; and
  - iv) conduct the investigation normally within one month of the appointment of the investigator unless otherwise determined by the Vice Chancellor.
- d) Within ten (10) working days (or longer period as determined by the Vice-Chancellor) of completing the process under sub clause 24.4 c), the investigator will provide a report to the Vice Chancellor and the senior staff member.
- e) On receipt of the report of the investigator, and having considered its findings on the facts related to the alleged misconduct, including any findings as to whether any mitigating circumstances are evident, the Vice Chancellor may take disciplinary action.
- f) If, having considered the investigator's findings on the facts, the Vice Chancellor is of the view that there has been no misconduct the Vice Chancellor will immediately advise the senior staff member in writing.

#### 24.5 Suspension

- a) The Vice Chancellor may suspend a senior staff member with pay or without pay if the Vice Chancellor is of the view that the alleged conduct amounts to misconduct of such a nature that it would be unreasonable to continue the senior staff member's attendance at work pending further investigation.
- b) During any period of suspension the senior staff member may be excluded from the University, however, he/she will be permitted reasonable access to the University for the preparation of his/her case and to collect personal property.

- c) Where a senior staff member has been suspended without pay pending the decision of the Vice-Chancellor, then any pay withheld will be reimbursed if it is determined that there was no misconduct.
- d) A decision taken by the Vice Chancellor's discretion not to dismiss or impose another penalty will not be construed as an admission that there was no conduct justifying suspension without pay.

#### 24.6 Notice periods

- a) Where, in accordance with sub clause 24.3 d) or 24.4 e), the Vice Chancellor has confirmed a decision to terminate the employment of a senior staff member, notice or payment in lieu will be as provided in sub clause 24.6 b).
- b) The senior staff member will receive the following minimum period of notice:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- c) In instances of termination as a result of misconduct involving suspension without pay, there will be no requirement for the notice prescribed in this sub clause.

### 25. MEDICAL EXAMINATION AND ILL HEALTH

- 25.1 The Vice Chancellor (or nominee) may require senior staff members to undergo a medical examination to determine their fitness to carry out their duties. Such examination shall be made by a qualified medical practitioner and its cost shall be borne by the University. Nothing in this clause shall preclude a senior staff member's right to furnish a second medical opinion.
- 25.2 If the medical examination reveals that the senior staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than six (6) months, the Vice Chancellor may, subject to this clause, terminate the employment of the senior staff member in accordance with the notice required by the senior staff member's contract of employment, or where no notice is specified a period of six (6) months. Prior to taking action to terminate the employment of a senior staff member, the Vice Chancellor may offer the senior staff member the opportunity to submit a resignation and, if such a resignation is offered, shall accept it forthwith and not proceed with action to terminate employment.
- 25.3 The conditions associated with requiring a senior staff member undertaking a medical examination and termination of employment on the grounds of ill health shall be in accordance with the University's Medical Examination and Termination of Employment on the Grounds of Ill Health Procedures. This procedure includes the provision to pay the senior staff member in full for all accrued sick leave at the date of termination on the grounds of ill health.

## Section Four – Leave

### 26. PUBLIC HOLIDAYS

Senior staff members shall be entitled without loss of pay, to the public holidays and days gazetted as such by the State Government of South Australia and days that are proclaimed by the State Government of South Australia.

### 27. RECREATION LEAVE

- 27.1 Full-time senior staff members shall be entitled to twenty (20) working days recreation leave per annum. Part time senior staff members will be entitled to twenty (20) days on pro rata salary. Recreation leave will accrue and be credited to senior staff members on a monthly basis.
- 27.2 Recreation leave is to be taken at times approved by the Vice Chancellor (or Pro Vice Chancellor, Executive Director or direct line manager) and as soon as possible in the year following its accrual. If a senior staff member has an accrual equal to, or in excess of, forty (40) working days recreation leave, the Vice Chancellor (or Pro Vice Chancellor, Executive Director or direct line manager) may, on not less than fourteen (14) days notice, direct the senior staff member to take recreation leave up to a maximum period of one quarter of their total leave entitlement.
- 27.3 The senior staff member shall be entitled on the pay day preceding 1 January, to a recreation leave loading payment equal to 17.5 per cent of salary for the period of leave accrued, with a maximum payment equal to the Statistician's average weekly total earnings for all males - (Australia) for the September quarter preceding the date of accrual.
- 27.4 Recreation leave loading payment may be salary sacrificed into the senior staff member's superannuation fund, providing a SSA is completed prior to accruing the leave.
- 27.5 Senior staff may make an application to receive four (4) days leave, (Extra recreation Leave – ERL) in lieu of payment of recreation leave loading in clause 27.3. The conditions relating to substitution of recreation leave loading will be in accordance with the following:
- a) Approval from the line manager;
  - b) Demonstration of succession planning;
  - c) Leave to be taken at a suitable time to meet the University's needs; and
  - d) The University's extra recreation leave in lieu of recreation leave loading procedures.
- 27.6 Sub clause 27.5 of this Agreement only applies to senior staff covered by this Agreement, in accordance with clause 2, at the date when this Agreement comes into operation, pursuant to clause 4. This sub clause does not apply to senior staff who are subsequently covered by this Agreement.

**28. LONG SERVICE LEAVE**

- 28.1 The senior staff member will be entitled to long service leave after the completion of ten (10) years full time service on the following basis:
- (a) Ninety one (91) calendar days leave in respect of the first ten (10) years of service, calculated as nine point one (9.1) calendar days per completed year of service; and
  - (b) Nine point one (9.1) calendar days leave in respect of each subsequent year of service; and
  - (c) Senior professional staff and ex SACAE academic staff will be entitled to fifteen (15) calendar days in respect of the sixteenth and each subsequent year of service.
- 28.2 If a senior staff member undertakes periods of part time service, long service leave will accrue on a pro-rata basis in respect of that service and will be calculated and expressed as full time equivalent calendar days.
- 28.3 An entitlement under this section arises in respect of completed years and months of service.
- 28.4 Where the service of a senior staff member who is entitled to long service leave under this clause is terminated, the senior staff member is entitled to a payment in lieu of long service leave.
- 28.5 A senior 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 senior staff member's balance of long service leave entitlement at the time of termination.
- 28.6 A senior staff member who has completed seven (7) years service (but less than 10 years) is not entitled to a payment under subsection 28.3 if:
- a) the senior staff member's contract of service is terminated for misconduct on the part of the senior staff member; or
  - b) the contract of service is unlawfully terminated by the senior staff member.
- 28.7 Where a senior staff member's service is terminated by the senior staff member's death, the senior staff member's entitlement under this section vests in his or her personal representative.
- 28.8 Where long service leave has been taken by a senior staff member or a payment in lieu of long service leave has been made, the senior staff member's long service leave entitlement is reduced accordingly.
- 28.9 The taking, payment and management of long service will be in accordance with the University's Long Service Leave Procedures.



**28.10 Payment In Respect of Long Service Leave**

- a) Subject to this section, a senior staff member who is on long service leave is entitled to be paid at his or her ordinary rate of pay, commensurate with the classification level of the senior staff member's position during that leave.
- b) A senior staff member who holds a substantive part-time appointment may elect to receive payment for a period of long service leave at a full-time equivalent rate. In this case the corresponding full-time equivalent number of calendar days will be deducted from the senior staff member's entitlement.
- c) Alternatively a part-time senior staff member may elect to take a period of long service leave at their corresponding part-time rate of pay.
- d) Payment for a period of long service leave will be made in one of the following ways:
  - (i) in advance for the whole period of leave; or
  - (ii) on the same days as payment of salary would have been made if the senior staff member remained at work; or
  - (iii) in some other way agreed between the University and the senior staff member.
- e) A senior staff member who has an entitlement to not less than ninety one (91) days of long service leave may apply in any 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 by agreement with a senior staff member (i.e. cashing in) will be calculated at the senior staff member's ordinary rate of pay applicable immediately before the payment is made.
- f) A staff member may elect to take long service leave on half salary, and in that event the period of leave shall 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 shall be on full pay; and
  - b) the second half of the leave shall be deemed to be leave without pay.
- g) Long service leave payments may be salary sacrificed into the senior staff member's superannuation fund, provided a SSA is completed prior to the senior staff member being eligible to take the leave and the payment of the long service leave is not as a result of terminating employment with the University.

**29. PERSONAL LEAVE**

- 29.1 In the case of personal illness or injury, a full time senior staff member will be entitled to leave of absence with full pay at rate of twelve (12) working days per year. A part time senior staff member will be entitled to twelve (12) working days personal leave per year paid on a pro rata basis.
- 29.2 Personal leave shall be credited at the rate of one (1) working day for each completed month of service.
- 29.3 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.

**30. CARER'S LEAVE****30.1 Paid Carer's Leave**

A senior staff member (excluding a casual senior staff member) is entitled to access up to ten (10) days of their accrued personal leave entitlement per year in clause 29 for absences to provide care and support to persons as defined in sub clause 31.2 of this Agreement.

**30.2 Unpaid Carer's Leave**

- a) A senior staff member (including a casual senior 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 sub clause 31.2 of this Agreement, requires care or support during such a period because of:
- i) A personal illness, or injury, of the person; or
  - ii) An unexpected emergency affecting the person.
- b) Unpaid carer's leave in sub clause 30.2 a) may be taken as:
- i) A single, unbroken, period of up to two (2) days; or
  - ii) Any separate periods to which the senior staff member and the line manager agree.
- c) A senior staff member (excluding a casual senior staff member) is entitled to unpaid carer's leave in sub clause 30.2 a) if the senior staff member cannot take an amount of the following paid leave during the period:
- i) Paid carer's leave in accordance with sub clause 30.1; and
  - ii) Family responsibility leave in accordance with clause 31 of this Agreement.
- 30.3 Other conditions associated with the taking, payment and management of carer's leave (paid and unpaid) shall be in accordance with the University's Personal, Family Responsibility, Carer's and Compassionate Leave Procedure.

**31. FAMILY RESPONSIBILITY LEAVE**

- 31.1 A senior staff member (excluding a casual senior staff member) will be entitled to nine (9) days family responsibility leave with pay per annum for the mixed purpose of providing for:
- a) carer responsibilities; and
  - b) compassionate/bereavement; and
  - b) other special personal circumstances.
- 31.2 This leave is available where a senior staff member (other than a casual senior 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.
- 31.3 To be entitled to family responsibility leave, the following conditions must be met:
- a) Normally the senior staff member must be responsible for the care and support of the person concerned.
  - b) The senior staff member will not be entitled to take family responsibility leave where another person has family responsibility leave to care for the same person.
- 31.4 Where a senior staff member exhausts their entitlement in sub clause 31.1 above, the senior staff member is entitled to a further period of two (2) days of compassionate leave for each occasion when a person as defined in clause 31.2 of this Agreement:
- a) Contracts or develops a personal illness that poses a serious threat to his or her life; or
  - b) Sustains a personal injury that poses a serious threat to his or her life; or
  - c) Dies.
- 31.5 Compassionate leave in sub clause 31.4 may be taken as:
- a) A single, unbroken period of two (2) days; or
  - b) Two (2) separate periods of one (1) day each; or
  - c) Any separate periods to which the senior staff member and the supervisor agree.
- 31.6 Other conditions associated with the taking, payment and management of family responsibility leave shall be in accordance with the University's Personal, Family Responsibility, Carer's and Compassionate Leave Procedure.

## 32. PARENTAL LEAVE

32.1 All full time and part time continuing and fixed term contract senior staff members who become pregnant or adopt a child of under five (5) years age shall be entitled to the various entitlements in this clause. However a fixed term contract senior staff member's entitlements under this clause ceases from the date of termination of the contract, unless the senior staff member is re-employed on a continuing basis or on a further fixed term contract.

### 32.2 Entitlements

a) **Pre-Natal Leave**

One (1) day's leave per month, at full pay, during the final six (6) months of the pregnancy, up to a maximum of six (6) days, to attend appointments associated with her pregnancy, up until the commencement of maternity leave.

b) **Post-Natal Arrangements**

A senior staff member who is breastfeeding shall be entitled to reasonable breaks in paid time for lactation purposes. Clean, private space will be provided, where practicable, to breast feeding senior staff members during these breaks for the purpose of expressing milk.

c) **Maternity Leave - Unpaid**

A senior staff member who becomes pregnant is entitled to up to fifty two (52) weeks unpaid maternity leave (inclusive of any period of paid maternity leave).

d) **Parenting Leave – Unpaid**

A senior staff member is exercising parental responsibilities who is not the birth mother is entitled up to fifty two (52) weeks unpaid paternity leave.

e) **Adoption Leave - Unpaid**

A senior staff member who adopts a child under five (5) years age is entitled to a period of up to fifty two (52) weeks unpaid adoption leave (including any period of paid adoption leave).

f) **Paid Maternity/Adoption Leave**

(i) A senior staff member with twelve (12) months or more continuous service prior to the expected date of birth or adoption shall be entitled to sixteen (16) weeks at 100% of their ordinary rate of pay, plus twelve (12) weeks at 50% of their ordinary rate of pay.

(ii) A senior staff member with less than twelve (12) months continuous service prior to the expected date of birth or adoption shall, for each month of continuous service, be entitled to one

(1) week at 100% of the ordinary rate of pay plus one (1) week at 50% of their ordinary rate of pay.

- (iii) For part-time senior staff members, the paid portion of the leave will be paid at the proportionate fractional rate of pay.

**g) Special Maternity and Adoption Leave**

- i) If maternity or adoption leave has commenced, or has been applied for but not commenced and:
- In the case of maternity leave, the pregnancy of the senior staff member terminates other than by the birth of a living child; or
  - The senior staff member's child dies during the period that the senior staff member is on leave; or
  - In the case of adoption leave, the child dies during the period that the senior staff member is on leave,
- The senior staff member shall be entitled to sixteen (16) weeks paid leave at 100% of the standard rate of pay applicable to the senior staff member (less any paid leave already taken or paid) and a further period of unpaid leave up to a maximum of twelve (12) weeks.
- ii) Further leave may be granted as special leave without pay subject to managerial determination on case by case basis.
- iii) Where partner leave has commenced and the child dies during the period that the senior staff member is on leave, the senior staff member shall be entitled to up to ten (10) days unpaid leave or such longer period as may be certified by a medical practitioner up to a maximum of four (4) weeks, in addition to any period of compassionate leave.
- iv) Where child rearing leave has commenced and the child dies during the period the senior staff member is on child rearing leave, the senior staff member shall be entitled 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.

**h) Phased In Return to Work**

Upon return to work after maternity/adoption/child rearing leave, the senior staff member may work a reduced fraction, (0.6 for a full time senior staff member) and be paid the full time salary for a period of eight (8) weeks. For a part-time senior staff member, this eight (8) week period will be on a pro rata basis.

**i) Partner Leave**

A senior staff member who submits a certificate from a registered medical practitioner of their partner's pregnancy, or a certificate of

adoption, shall be entitled to ten (10) working days paid leave, non cumulative.

j) **Foster Parent Leave**

Subject to a senior staff member providing appropriate documentation confirming that they are acting as the primary care giver of a foster child, the senior staff member will be entitled to six (6) weeks leave on half pay if the child is younger than five (5) years or three (3) weeks on half pay if the child is five (5) years or over.

k) **Child Rearing Leave**

In addition to any other form of maternity/adoption leave, a further fifty two (52) weeks child-rearing leave without pay shall be made available to a senior staff member for the care of a pre-school age child, up to the age of six (6) years, of whom the senior staff member is a parent (including an adopted child) or is exercising parental responsibilities.

**32.3 Resumption of Duty**

A senior staff member who returns to duty after absence on maternity/adoption/child rearing leave shall:

- (a) Unless agreed otherwise with the senior staff member, return to the position which they occupied immediately prior to such an absence. The senior staff member may negotiate a return to work on a fractional time basis. The University shall not unreasonably withhold agreement to return work on a fractional time basis.
- (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 shall be appointed to a position equivalent in status and salary scale to the position formerly occupied. The location of that position shall be one which is mutually agreed between the senior staff member and the University.

32.4 The taking, payment and management of the entitlements in this clause shall be in accordance with the University's Parental Leave Procedure.

**33. SPECIAL LEAVE**

**33.1 Special Leave with Pay**

- a) Special leave with pay may only be granted where a senior 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.
- b) Special leave with pay will be granted and recorded in whole days.

- c) 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.
- d) Categories and maximum periods of leave that may be approved by a line manager:

Description	Maximum periods which may be granted to a senior 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 days
Participation in sporting events - National - International	5 days over 2 year period 15 days over 2 year period
Urgent pressing necessity	3 days
Moving House	1 day every 3 years

### 33.2 Special Leave without Pay

Special leave without pay may only be granted subject to the Vice Chancellor's (or nominee's) determination, where a senior staff member makes a formal application.

### 33.3 Other

Other conditions associated with special leave with or without pay shall be in accordance with the University's Special Leave Procedures.

## 34. GRACE DAYS

Senior staff members are entitled to four (4) paid grace days each year. The grace days shall be taken at times approved by the line manager. Any days not taken by the 30 June each year will not carry over into the next year.

## 35. ACADEMIC REORIENTATION PROGRAM LEAVE

35.1 Academic Reorientation Program Leave is available in accordance with the University's Academic Reorientation Program Leave Guidelines.

35.2 A Head of School or Dean who completes a three year term and is not continuing in the Head of School or Dean role, may elect to undertake a six month Academic Re-orientation Program (ARP).

35.3 A Head of School or Dean who completes a six year term (two consecutive 3 year terms) and is not continuing in the Head of School or Dean role, may elect to undertake a 12 month ARP.

- 35.4 If a Head of School or Dean completes more than 2 consecutive 3 year terms a maximum ARP of 12 months will apply. However, the maximum period may be varied if consideration of the academic re-orientation program determines that a period longer than 12 months is required to complete an effective program.
- 35.5 The Head of School or Dean will provide a written report of the program to the relevant Divisional Pro Vice Chancellor within three months of returning to the University.
- 35.6 Other conditions associated with ARP shall be in accordance with the University's Academic Re-orientation Program Leave Guidelines.


**36. STUDY RELEASE AND PROFESSIONAL DEVELOPMENT LEAVE**

A senior staff member may seek to negotiate study release and professional development leave with their line manager. Any request must be approved by the Vice Chancellor (or nominee) and the study or professional development must be relevant to the senior staff member's role and needs of the University.



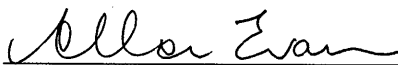
**SIGNATORIES**

Signed for and on the behalf of

**THE UNIVERSITY OF SOUTH AUSTRALIA**Signature: Print Full Name: Professor Denise Bradley AOPosition Title: Vice ChancellorAddress: GPO Box 2471 Adelaide SA 5001Date: 3 August 2006**Explanation of Authority to Sign:**

In accordance with section 16 (2) of the *University of South Australia Act 1990*, the Vice Chancellor is the principal academic and chief executive officer of the University and is responsible to the Council for the academic standards, management and administration of the University.

Staff Representative signed for and on the behalf of

**THE SENIOR STAFF COLLECTIVE**Signature: Print Full Name: ALLAN MARK EVANSPosition Title: HEAD, SCHOOL OF PHARMACY @ MEDICAL SCIENCESDate: 4 August 2006ADDRESS: CITY EAST CAMPUS, NORTH TERRACE, ADELAIDE SA 5000

Staff Representative signed for and on the behalf of

**THE SENIOR STAFF COLLECTIVE**Signature: Print Full Name: JEREMY ALAN SLOANPosition Title: DIVISION DIRECTOR, FINANCE & RESOURCES, DIVISION OF EDUCATION, ARTS AND SOCIAL SCIENCESDate: 7 August 2006ADDRESS: MAGILL CAMPUS, ST. BERNARDS ROAD, MAGILL SA 5072

Staff Representative signed for and on the behalf of

**THE SENIOR STAFF COLLECTIVE**Signature: Print Full Name: HELEN LIVINGSTONPosition Title: DIRECTOR: LIBRARY SERVICESDate: 7 August 2006ADDRESS: MAWSON LAKES CAMPUS, MAWSON LAKES BOULEVARD, MAWSON LAKES SA 5095