

The University of Adelaide

COLLECTIVE AGREEMENT

2006-2008

HUMAN RESOURCES

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APPLICATION AND OPERATION OF AGREEMENT

1 TITLE AND OPERATION OF AGREEMENT

This Agreement is made under Section 328 of the Workplace Relations Act and will be known as the University of Adelaide Collective Agreement 2006-2008. It will take effect from the date of lodgement and will remain in force until 30 June 2008. A list of definitions and glossary of terms is in Schedule 1.

2 APPLICATION

This Agreement is binding according to its terms upon:

- (a) The University of Adelaide (The University);
- (b) All staff members employed by the University excluding employees who are party to an Australian Workplace Agreement (AWA) or an Individual Contract;
- (c) The Australian Municipal Administrative, Clerical and Services Union (ASU);
- (d) The Community and Public Sector Union SPSF Group (SA Branch) (CPSU);
- (e) The National Tertiary Education Industry Union (NTEU).

3 STATUS OF AGREEMENT

This agreement is closed and comprehensive and operates to the exclusion of any and all other agreements or industrial awards, which may otherwise, but for this Clause, apply to employees of this University. Without limiting the above, this agreement excludes protected award conditions as to rest breaks, incentive based payments and bonuses, annual leave loadings, public holidays, monetary allowances, loadings for working overtime or for shift work, penalty rates and outworker conditions. Employee conditions, if any, to these matters are specified in this agreement.

4 VARIATION OF AGREEMENT

When any party to the Agreement seeks a variation, reasonable effort will be made in good faith to exchange information and to reach agreement on that variation. Such variations will only have effect if they are in accordance with the Workplace Relations Act and lodged with the Office of the Employment Advocate.

5 JOINT CONSULTATIVE COMMITTEE (JCC)

5.1 A Committee comprising representatives of the University, staff and unions, will meet as required to:

- (a) monitor the ongoing implementation of this Agreement; and
- (b) review and monitor policies as detailed in Clause 6 and Schedule 5 of this Agreement.

5.2 Membership will comprise of:

- (a) Six (6) University management representatives of which one will be appointed as Chair;
- (b) One (1) elected staff representative from each of the academic and professional staff;
- (c) One (1) staff representative elected by all staff who will be appointed as Deputy Chair;
- (d) Two (2) representatives nominated by the NTEU; and
- (e) One (1) representative jointly nominated by the ASU and CPSU.

Where the unions, as referred to in (e), do not wish to have a representative on the JCC, the University will reduce its membership accordingly.

5.3 The term of appointment for members of the JCC will be for the life of the Agreement.

5.4 Should a committee member resign during their term, or cease to be a staff member an election or nomination will occur.

6 UNIVERSITY POLICIES IN RELATION TO THIS AGREEMENT

6.1 This Agreement focuses on principles relating to staff conditions of employment and entitlements. This Agreement is simplified in its construction whilst ensuring that overall staff are not disadvantaged. The Agreement aims to be easily understood and to provide sufficient flexibility as required by local operating conditions of the University and its staff.

6.2 While not forming part of this Agreement, policies in Schedule 5 are designed to give effect and detailed support for the matters covered in this Agreement. The entitlements and provisions contained in policies in Schedule 5 are enforceable.

6.3 It is established custom and practice in relation to staff conditions of employment and entitlements that consultation occurs with staff and their representative, if they so choose.

6.4 No amendments that have the effect of changing employment conditions will be made to the policies in Schedule 5 without reasonable notice to and prior consultation with the JCC, affected staff and their representative, if they so choose.

EMPLOYMENT STANDARDS

7 PROBATION

- 7.1 A staff member (other than a casual) employed for more than 6 calendar months serves a probation period of up to 6 calendar months.
- 7.2 During the probation period there will be 3 reviews that will cover the following:
- (a) clarify duties;
 - (b) set goals;
 - (c) identify teaching load (academic staff only);
 - (d) determine measures for performance and how these will be assessed; and
 - (e) monitor completion of the University induction program.

The above will make reference to position classification standards, duty statements/position descriptions and the selection criteria for the position.

7.3 Timing of Reviews

1 st review	As soon as possible after commencement.
2 nd review	Monitor and discuss performance.
Final review	Normally, no later than 4 weeks prior to the end of the probation period.

- 7.4 If the University decides that no period or a reduced period of probation is required, the staff member will receive this advice in writing before commencing employment.
- 7.5 If probation has already been served with the University, no further period will apply, if there has been continuous service.
- 7.6 Confirmation of employment will occur if the supervisor recommends the staff member fulfils the position requirements.
- 7.7 If the supervisor is of the view that there is a problem(s) with performance, as soon as practicable the staff member will receive written advice of the nature of the problem(s) and the specific improvements required.
- 7.8 Employment can be annulled if the staff member is unsuited to their position, either by reason of performance or conduct, or if the claims which they made in the selection process, were found to be untrue or not substantiated by performance in the position.
- 7.9 If the decision is for annulment the staff member will be sent the supervisor's recommendation, including details of the reason and supporting documentation from the probationary review sessions that have occurred to date they will have 10-working days from the date of receipt of the recommendation in which to make written comment to the Vice-Chancellor before a final decision is made.
- 7.10 If the Vice-Chancellor's decision is to annul employment the staff member will be given 10-working days written notice that their probation will be annulled. They will receive payment in lieu of notice for part or all of the notice period. The University retains the right to instruct a staff member, who has been given notice, not to report for duty.
- 7.11 If staff, other than tenurable academic staff, by close of business on the last day of the probation, have not received notice of annulment, their employment will be confirmed by default.
- 7.12 If tenurable academic staff, by close of business on the last day of the probation have not received notice of annulment, their employment will continue, subject to further review periods in accordance with Clause 8.
- 7.13 The University may terminate without notice the employment of a staff member found to have engaged in conduct of a kind envisaged in the Workplace Relations Act such as it would be unreasonable to require the University to continue employment during a period of notice.

8 CONTINUING EMPLOYMENT FOR ACADEMIC STAFF (TENURE)

8.1 Period of tenurable appointment

- 8.1.1 Academic staff appointed to tenurable academic positions will serve a period of 30 months tenurable appointment, prior to any confirmation of continuing employment.
- 8.1.2 The Vice-Chancellor may determine that no period (or no further period) of tenurable appointment is required. This would normally be as a result of a recommendation from the relevant Executive Dean.

8.2 Granting of Continuing Employment

- 8.2.1 Continuing Employment will only be granted on the basis that the staff member has made an application and has satisfactorily performed.
- 8.2.2 During the period of tenurable appointment, the staff member will undergo a performance review and a formal tenure confirmation review. Such reviews will be based on the relevant Classification Standards and the staff member's performance during their tenurable period, in the following categories where relevant:
- (a) Teaching (and related duties) – including evaluation by students and evidence of teaching expertise;
 - (b) Research, scholarship, and/or creative activity;
 - (c) Administration and service to the University; and
 - (d) Professional activity including service to the community.
- Academic staff at levels A, B and C must address (a) and (b) and either (c) or (d). Levels D and E must address all categories.

8.3 Performance Review

8.3.1 The supervisor will provide a written report on the staff member's performance.

8.3.2 The staff member will have 10-working days from the date of receipt of the report to provide written comment on the supervisor's report.

8.4 Formal Confirmation Review for Continuing Employment

8.4.1 The staff member will prepare an application for continuing employment, which will include an analysis of performance in accordance with 8.2.2.

8.4.2 The supervisor will provide all documentation relied on by the University in assessing the application and a written report on the staff member's performance.

8.4.3 The staff member will have 10-working days from the date of receipt of the report to provide written comment on the supervisor's report and associated documentation.

8.4.4 All documentation relevant to consideration of performance will be assessed by the Executive Dean. Any new material obtained by the Executive Dean will be provided to the staff member and supervisor for comment.

8.5 Continuing Employment Confirmed

The Executive Dean will either confirm for academics at Levels A – D that the staff member be appointed on a continuing basis or make recommendation to the Vice-Chancellor that the staff member be appointed on a continuing basis for academics at Level E.

8.6 Continuing Employment not Confirmed

8.6.1 Where the Executive Dean/Executive Director does not recommend continuing appointment, they will make one of the following recommendations to the Deputy Vice-Chancellor (with all relevant supporting documentation):

(a) That the period of tenurable appointment be extended once, by 1 to 2 years; or

(b) That the staff member should separate from employment with notice or payment in lieu for part or all of the notice period.

8.6.2 The Deputy Vice-Chancellor will consider the recommendation forwarded by the Executive Dean/Executive Director. The Deputy Vice-Chancellor may seek disciplinary expertise in the staff member's area, and may use a committee to provide advice and comparison on performance. Such a committee will not have a decision-making authority in this process.

8.6.3 Where extension of a tenurable period is proposed, the Deputy Vice-Chancellor will advise the staff member in writing of the reasons for extension, the period of the extension and when the extension will take effect, including their right of appeal in accordance with 8.7. If no appeal is made within 10-working days from the date of receipt of the written advice the extension will take effect as advised.

8.6.4 For termination of employment during the tenurable period, the Deputy Vice-Chancellor will advise the staff member in writing of their proposed recommendation, including reasons that they will be making to the Vice-Chancellor and their right of appeal as in accordance with 8.7. If no appeal is made within 10-working days from date of receipt of the proposed recommendation, the Vice-Chancellor will write to the staff member advising their employment will be terminated.

8.6.5 Further to 8.6.4, the staff member will be given written notice by the Vice-Chancellor, as specified in their contract of employment or as set out in Clause 16 (whichever is the greater), that their employment will be terminated or they will receive payment in lieu of notice for part or all of the notice period. The University retains the right to instruct a staff member, who has been given notice, not to report for duty.

8.7 Appeal

A staff member may, within 10-working days of receiving the advice in 8.6.3 or 8.6.4, seek a review by a Review Committee in accordance with Clause 47. They must submit a written request outlining their reasons for appeal and any relevant supporting documentation to the Deputy Vice-Chancellor. No appeal will be accepted outside this period. The contract of employment in 8.6.4 will be extended pending the appeal process.

9 **AUSTRALIAN WORKPLACE AGREEMENTS (AWAs)**

9.1 The University may enter into AWAs with its staff members. Those AWAs may either operate to the exclusion of this agreement or prevail over the terms of this agreement to the extent of any inconsistency, as specified in each AWA.

9.2 At the time of offering an AWA the University will offer a genuine and informed choice between the AWA and this Agreement. The University will advise existing and potential staff members of the right to appoint a bargaining agent and will allow them 7 days to consider the AWA as required.

10 **INDIVIDUAL CONTRACTS**

10.1 As an alternative to Clause 9 and other employment arrangements, a staff member employed in one of the positions listed in 10.2 may by mutual agreement enter into an individual contract with the University, which may provide:

(a) a term for the contract, or a specific body of work;

(b) the nominated salary for the entirety of the contract;

(c) the conditions under which the contract is to be performed;

(d) any performance standards and measures.

10.2 Individual Contracts may apply to the following positions:

- Vice-Chancellor
- Deputy Vice-Chancellors
- Pro Vice-Chancellors
- Executive Directors
- Executive Deans
- Senior Managers (Professional Staff)

10.3 The terms of this Agreement (other than this Clause and Clause 3) will not apply to the employment of the staff members listed above, except in relation to annual leave, long service leave, carer leave, maternity/adoption leave, partner leave and sick leave.

11 TYPES OF EMPLOYMENT

11.1 The University will engage a person as a staff member on terms that correspond with continuing, fixed-term or casual employment. To avoid doubt, nothing in this Agreement prevents a staff member engaging in additional work unrelated to, or identifiably separate from, the staff member’s normal duties.

11.2 On engagement the University will provide a staff member an appointment letter including, but not limited to:

- (a) the type of employment and terms of engagement at the time of appointment;
- (b) classification level;
- (c) salary on commencement;
- (d) the hours or the fraction of full-time hours to be worked; and
- (e) the length of probation (excluding casuals).

12 FIXED-TERM EMPLOYMENT

12.1 In the context of fixed-term employment:

- (a) Research Only refers to work activity by a staff member engaged in predominant research functions;
- (b) Specific Task or Project refers to definable work activity which has a definite starting time and is expected to be completed within a determined timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the University.

12.2 For the purpose of determining entitlements that apply to fixed-term staff, breaks between appointments of more than twice a year and more than 8 weeks in total will constitute breaks in service.

12.3 Periods of approved unpaid leave will not count for service, but will not constitute breaks in service.

12.4 The University will provide written notice that at the expiry of the fixed-term contract the University intends to:

- (a) Continue the position or a position with the same or substantially similar duties; or
- (b) Discontinue the position and written notice will be in accordance with Clause 16.

12.5 Where the University has made a determination in accordance with 12.4 (a), the staff member will be offered further employment in the position or a position with the same or substantially similar duties provided their performance in the position has been satisfactory.

12.6 Entitlement to Severance Pay

12.6.1 Research only or Specific Task/Project

A staff member who seeks to continue employment but it is not continued because:

- (a) They are on a second or subsequent contract and the same or substantially similar duties are no longer required; or
 - (b) The duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties;
- will be entitled to the following severance pay:

<u>Length of Continuous Service</u>	<u>Severance Payment</u>
Up to the completion of 2 years	4 weeks
More than 2 years and up to the completion of 3 years	6 weeks
More than 3 years and up to the completion of 4 years	7 weeks
More than 4 years	8 weeks

12.6.2 Other Fixed-term staff

A staff member whose employment is not continued in circumstances where they:

- (a) seek to continue the employment; and
- (b) have entered into a second and/or subsequent fixed term contract of employment after the date of lodgement of this Agreement, will be entitled to the following severance pay:

<u>Length of continuous service</u>	<u>Severance Payment</u>
3 years or more and up to the completion of 4 years	4 weeks pay
4 years or more and up to the completion of 5 years	5 weeks pay
5 years or more and up to the completion of 6 years	6 weeks pay
6 years or more and up to the completion of 8 years	7 weeks pay
8 years or more and up to the completion of 9 years	8 weeks pay
9 years or more and up to the completion of 11 years	9 weeks pay
11 years and over	12 weeks pay

12.6.3 Where there is a reasonable opportunity for further acceptable employment of the staff member, the University may defer payment of severance benefits for a maximum period of 6 weeks from the expiry of the period of fixed-term employment. If they are offered acceptable alternative employment there will be no right to severance payments.

12.7 Conversion to Continuing Employment

- 12.7.1 Where the University advises the staff member of its intention to offer them a further fixed-term contract, the staff member may apply for conversion to continuing employment. If the position is not converted, the staff member may still accept the offer of the fixed-term contract.
- 12.7.2 The University may refuse conversion on the following grounds, which may include, but is not limited to the following:
- (a) the staff member is a student; or
 - (b) the staff member is a genuine retiree; or
 - (c) the staff member is on a pre-retirement contract; or
 - (d) the staff member is employed on a performance based contract; or
 - (e) the staff member is an apprentice or trainee; or
 - (f) the work performed by the staff member is predominantly related to discontinued programs; or
 - (g) the contract is a specific/task or project; or
 - (h) the contract is to fill a temporary vacancy or to meet a curriculum requirement in vocational or professional education for recent practical or commercial experience; or
 - (i) the staff member is in an externally funded or research only position.
- 12.7.3 An academic staff member applying for conversion may be required to undergo the Tenure process in accordance with Clause 8.

12.8 Where a staff member is not offered further employment, they will be eligible for payment in lieu of long service leave, where they have 7 years continuous service, in accordance with the Long Service Leave Policy.

13 **CASUALS**

13.1 All Staff

- 13.1.1 Staff will be employed on an hourly basis and will be paid a loading of 23% in addition to the hourly remuneration rate appropriate to the classification of the work undertaken.
- 13.1.2 Termination of casual employment may be given by 1 hour's notice by the staff member or University, however, it is expected that an attempt will be made to provide reasonable notice.
- 13.1.3 Subject to satisfactory performance casual staff may be considered for re-engagement within the University.
- 13.1.4 Staff may be eligible for Long Service Leave and unpaid Maternity/Adoption Leave subject to conditions.

13.2 Academic Staff

- 13.2.1 Staff will not normally be responsible for the engagement or supervision of other staff, development of an on-line teaching and learning course or administration, except where necessary to support their teaching.
- 13.2.2 Staff performing full-course coordination will be paid at the appropriate casual rate.

13.3 Professional staff

- 13.3.1 Staff who work outside the ordinary span of hours will be paid a loading in addition to the casual loading as follows:

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

- 13.3.2 Overtime is payable in respect of work as detailed in Clause 25 or if more than 8 hours is worked in any one day. If overtime is applicable 13.3.1 will not apply.
- 13.3.3 Staff will not be employed for a single attendance of less than 3 hours unless mutually agreed beforehand.
- 13.3.4 If already present on campus a staff member may be engaged for a minimum of 1 hour, providing the total period of attendance in any 1 day is not less than 3 hours unless agreed as per 13.3.3.
- 13.3.5 Casual Conversion
Eligibility for casual conversion will be in accordance with the Casual Employment Policy and Guidelines.
- (a) To be eligible employment must be on a regular and systematic basis in the same or a similar and identically classified position in the same area (or equivalent) either:
 - (i) over the immediate preceding period of 1 year and in the immediately preceding year 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
 - (ii) over the immediately preceding period of at least 2 years.
 - (b) For the purpose of this Clause occasional and short-term work performed in another classification, job or area will not affect eligibility for conversion or be included in determining whether the eligibility requirements have or have not been met.
 - (c) The University may refuse an application on reasonable grounds.

14 PRE-RETIREMENT CONTRACTS

- 14.1 Where a staff member seeks to retire, if the Executive Manager agrees, a pre-retirement contract expiring on or around the relevant retirement date may be negotiated. Such contracts will be in accordance with the Pre-retirement Contract Guidelines.
- 14.2 Acceptance of such a contract will not attract redundancy or severance payments.
- 14.3 It is the staff member’s responsibility to seek financial, superannuation, and industrial advice.
- 14.4 The contracts will be for a maximum period of 5 years and a minimum period of 1 year.
- 14.5 The staff member must be eligible to retire at the end of the contract and acceptance will constitute a binding agreement to retire no later than the date on which it terminates.
- 14.6 A 10% salary loading is payable in addition to the to the staff member's ordinary pay, which may be salary-sacrificed to their superannuation fund.
- 14.7 The staff member cannot be re-employed for a period of 2-years from the expiry date of the contract.
- 14.8 Conditions may be varied by mutual agreement, with approval by the Executive Manager.

15 NOTICE OF RESIGNATION

- 15.1 A staff member (other than a casual) is required to give notice in writing subject to the payment or forfeiture of salary equivalent to that which would have been paid during the period of notice, unless otherwise mutually agreed.
- 15.2 The period of notice required will be:

Fixed-term academic staff on contracts of less than three years duration	4 weeks
Fixed-term academic staff on contracts of three or more years duration	12 weeks
Tenurable/continuing academic staff	26 weeks
HEO 1 through to HEO 6	2 weeks
HEO 7 through to HEO 9	4 weeks
HEO 10	12 weeks or greater if contract specifies

16 NOTICE OF TERMINATION OF EMPLOYMENT

- 16.1 A staff member (other than a casual or probationary staff member) will not have their employment terminated, unless they have been given notice as set out below or as specified in the staff member’s contract of employment, whichever is the greater, except under 16.5:

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

- 16.2 In addition to this notice, staff members who are over 45-years of age at the time of giving notice and who have at least 2 years continuous service with the University will receive an additional 1 week of notice.
- 16.3 In all circumstances, other than 16.5, where termination occurs, payment instead of notice will be made if the University does not require the person to work out the notice period. Where the staff member is only required to work part of the required notice period, the University will pay out the remainder of the notice period.
- 16.4 Any payments in lieu of notice will be based on the staff member’s salary at the date of cessation of employment.
- 16.5 Termination for Serious Misconduct

The University may terminate without notice the employment of a staff member found to have engaged in conduct of a kind envisaged in the Workplace Relations Act such as it would be unreasonable to require the University to continue employment during a period of notice.

17 WORKING ENVIRONMENT

- 17.1 It will be the responsibility of the University to provide a safe, healthy, pollution-free working environment in accordance with standards not less than those prescribed by the Occupational Health, Safety and Welfare Act, 1986 and the regulations.
- 17.2 If in the opinion of the University, a staff member may reasonably be considered to be in any way unfit so as to constitute a risk to themselves, other staff members, students or property in relation to their employment, such staff member may be required to undergo a medical examination to determine their suitability to continue with their duties. Pending the outcome of the examination, the University may direct the staff member not to perform their normal duties and/or to take sick leave.
- 17.3 An examination required for the purpose of 17.2 will be conducted by a registered medical practitioner who will be nominated and reimbursed by the University, at no cost to the staff member.
- 17.4 Once the results of the medical examination are known the University will discuss with the staff member and their representative if they so choose the most appropriate remedy to the situation.

18 WORKLOADS

- 18.1 The University is committed to:
- (a) A fair level and distribution of workload for staff recognising the diversity of the University;
 - (b) A transparent process of work allocation that is generally supported by all staff in the work unit; and
 - (c) Providing an opportunity for staff to be consulted about workload allocation.
- 18.2 Workloads should be discussed as part of the Planning and Development Review.
- 18.3 Should a staff member consider that they are being unreasonably expected to carry out additional duties, the matter should be raised with the staff member's supervisor. The supervisor should examine these concerns in light of the workloads of comparable positions elsewhere in the work unit and such other factors as are reasonable.
- 18.4 If after the examination, as set out in 18.3, the staff member still believes that their concerns about workload have not been adequately dealt with, the staff member may refer to the Staff Complaints Policy.
- 18.5 No professional staff member should experience an overall increase in workload as a result of increased flexibility in teaching periods.
- 18.6 Academic Staff
- 18.6.1 Staff will normally have a consolidated period (excl. annual leave) in which scheduled teaching is not allocated and will not normally be expected to teach in more than 2 semesters per year.
- 18.6.2 Teaching at weekends and public holidays will be scheduled only by agreement. Where this does occur such teaching will be given additional weighting in workload allocations.
- 18.6.3 Academic workload is a combination of self directed and assigned tasks. The assigned proportion of the workload can include teaching and preparation for teaching, assessment, supervision and the necessary administrative work associated with teaching and research in a collegial environment.
- 18.6.4 The remainder of working time is discretionary in that it is self-directed. It is the time in which research or other scholarly activity is conducted as required by their appointment to the University. The amount of discretionary time will vary from one member to another and from one area to another. In some schools, the teaching requirements of the University may be greater than in other areas.
- 18.6.5 Assigned activities will not be so great as to preclude a reasonable balance with self-directed activities. The supervisor will ensure that average weekly tasks facilitate balance.
- 18.6.6 The flexibility of academics to regulate their own hours is an important part of academic life and enables work patterns to match teaching, research and administrative requirements.
- 18.6.7 Where there is an overall identifiable change in an area's workload, after consultation with affected staff and their representatives, if they so choose, strategies will be implemented to rebalance workloads.
- 18.6.8 The Workload Allocation Policy is the basis on which workloads will be managed.

19 INCAPACITY TO PERFORM DUTIES

- 19.1 The University may, on a reasonably held belief, require in writing that a staff member undergo a medical examination if the staff member's capacity to perform their duties is in doubt.
- 19.2 Medical examinations will be performed by a medical practitioner chosen and paid for by the University. The medical assessment will be made available to the staff member and the Deputy Vice-Chancellor/Executive Director.
- 19.3 The basis of the medical assessment as to whether a staff member is able to perform their duties will be:
- (a) their ability to resume their normal duties within the next 12 months; and
 - (b) the same standards used by the staff member's superannuation fund to determine incapacity will apply as far as possible.
- 19.4 If the medical assessment indicates (as per 19.3) that the staff member is not able to resume their normal duties, the Deputy Vice-Chancellor/Executive Director may recommend termination of employment to the Vice-Chancellor.
- 19.5 The staff member may within 10-working days from the date of receipt of the Deputy Vice-Chancellor/Executive Director's recommendation, request a review of the medical assessment. Pending the outcome of the review, the University will defer any action to terminate.
- 19.6 The review of the assessment will be undertaken by a panel comprising 3 medical practitioners. They will be:
- (a) 1 jointly agreed by the Chair of the JCC and the staff member or their representative, if they so choose;
 - (b) 1 by the Chair of the JCC; and
 - (c) 1 by the staff member or their representative, if they so choose.
- The Panel will not include the medical practitioner who made the initial assessment or the staff member's general practitioner. The Panel's report will be forwarded to the Vice-Chancellor, the staff member and their representative, if they so choose within 5-days of their final meeting. The Vice-Chancellor will consider the report before making a final decision.
- 19.7 At any time in the proceedings, up to a notification from the Vice-Chancellor to terminate employment, a staff member may apply through their superannuation fund for temporary incapacity or permanent disablement benefit. Such an application will suspend any termination provisions under this Clause, subject to the outcome of the superannuation fund assessment.

- 19.8 Termination will occur in the following circumstances, where the staff member:
- (a) does not comply within 4-weeks of receiving the written request to undertake a medical examination; or
 - (b) does not seek a review of the medical assessment which has resulted in the recommendation to terminate employment; or
 - (c) has not been accepted for incapacity/disablement by their superannuation fund.
- 19.9 Where the superannuation fund decides that the staff member, following a period of temporary disability benefit is capable of resuming work, but the Deputy Vice-Chancellor/Executive Director disputes that decision, the Deputy Vice-Chancellor /Executive Director may recommend termination of employment to the Vice-Chancellor. The staff member may then request a review in accordance with 19.5.
- 19.10 Termination will occur in accordance with the staff member's contract of employment or Clause 16 of this Agreement, whichever is the greater.

20 MORAL AND INTELLECTUAL PROPERTY

- 20.1 The University's Moral and Intellectual Property Policy is based on the following principles:
- (a) Recognition of the creative contribution of staff to the development of intellectual property;
 - (b) Rewarding the significant contribution and commitment by staff in order to achieve successful commercialisation;
 - (c) Protecting the interests of staff and the University arising from intellectual property;
 - (d) Recognition of the moral rights of staff to be identified as the author of a work, the right to take action against false attribution and object to derogatory treatment of a work, which is detrimental to the author's reputation.

21 ABORIGINAL AND TORRES STRAIT ISLANDER (ATSI) EMPLOYMENT

- 21.1 The University is committed to:
- (a) the development and maintenance of an ATSI employment strategy consistent with the University's commitment to reconciliation through:
 - Self determination;
 - Social and restorative justice; and
 - Cultural affirmation.
 - (b) encouraging and fostering ATSI employment and participation at all levels of work activity.
 - (c) facilitating and encouraging the direct involvement of ATSI staff members in determining their own career strategies.
- 21.2 A Committee comprising University and ATSI staff representatives will monitor the implementation of this strategy.

SALARIES AND ALLOWANCES

22 SALARIES

- 22.1 This Agreement includes a salary increase of:
- 2% the last full-pay period in March 2007;
 - 3% the last full-pay period in September 2007;
 - 2% the last full-pay period in March 2008; and
 - 3% the last full-pay period in June 2008.
- 22.2 Salaries will be paid fortnightly and for Academic staff (incl. casuals) as set out in Schedule 2, for Professional staff (incl. casuals) at Schedule 3, and for English Language Teachers (incl. casuals) at Schedule 4.
- 22.3 The classification standards for staff will be those as per the Classification Standards Policy as listed in Schedule 5.
- 22.4 Nothing in this Agreement will prevent the full operation of the Commonwealth Government's supported wage system guidelines and assessment process as varied from time to time.
- 22.5 Annual increments
- A staff member (other than a casual) who is in receipt of a salary, which is less than the maximum incremental rate for their classification, will be entitled to progress after satisfactory completion of each successive year of service, to the next incremental rate on the salary scale for their classification until the staff member reaches the maximum incremental rate for that classification.

23 SUPERANNUATION

- 23.1 For the life of the Agreement the University will maintain superannuation contributions and arrangements in place at the date of lodgement of the Agreement. UniSuper will continue to be the sole fund for employer contributions for all current and new staff except as provided for under the terms of its Trust Deed or the Deed of Covenant with the University or as provided for in 23.2.
- 23.2 Where a current employee is an existing member of a state superannuation scheme or the University of Adelaide Superannuation Scheme A 1985 the University will make employer superannuation contributions in accordance with the relevant scheme as varied from time to time.
- 23.3 All staff will be required to make such employee contributions as may be required by the scheme to which their contributions are allocated in accordance with 23.1 and 23.2.

24 SALARY PACKAGING

- 24.1 A staff member (other than those with a fixed-term contract of less than 1 year and casuals) is eligible to participate in a voluntary salary-packaging scheme.
- 24.2 To participate, the term of any packaging arrangement must not be greater than the term of appointment unless otherwise approved in special circumstances by the Director, Human Resources.
- 24.3 Any termination payments and payments in lieu of leave payable to a staff member will be calculated on the basis of the salary which would be payable had they not taken benefits in lieu of salary.

Professional staff

25 OVERTIME

- 25.1 A staff member may be required by their supervisor to work reasonable overtime. It will be paid if it is in excess of the number of hours specified or outside the spread of ordinary hours, unless the staff member is required to work a rostered shift pursuant to Clause 27.
- 25.2 Casual staff must work in excess of 73.5 hours per fortnight or more than 8-hours in any one day, before being entitled to authorised overtime.
- 25.3 Where possible, at least 24-hours' notice will be given of any requirement to work overtime.
- 25.4 A staff member, classified or acting at HEO 8 or above will not normally be entitled to payment of overtime. Any payment will be at the University's discretion.
- 25.5 Overtime will be compensated on the following basis:

Time & a half for the first 3-hours worked & double time thereafter. For the purposes of this Clause each day will stand-alone.
Double time for time worked on Saturday afternoon and on Sundays.
Double time and a half for time worked on public holidays.

- 25.6 Overtime worked for a period which does not follow on from or precede their ordinary hours of duty will be compensated for 4 hours except where an "on call or standby allowance" is received in which case, the minimum prescribed payment will be 3 hours.
- 25.7 A supervisor may, with prior agreement direct that time off be taken in lieu of the payment of overtime. Such leave will be calculated at the appropriate rate and be taken at a mutually agreed time.
- 25.8 A staff member will be deemed to have worked overtime where it is not possible to obtain direction from the supervisor prior to the overtime being worked and it has been subsequently agreed to have been necessary.
- 25.9 Meal allowance will be paid in accordance with the rate prescribed by the Australian Taxation Office as varied from time to time:
 - (a) after completion of their ordinary hours (8.00am - 6.00pm) where work continues beyond 7.00pm; or
 - (b) on a Saturday, Sunday or public holiday where overtime extends beyond a meal break providing a minimum of 5 hours is worked; or
 - (c) when a rostered shift continues for 2 hours or more after the prescribed time for ceasing ordinary hours of duty.

26 HIGHER DUTIES ALLOWANCE

- 26.1 A staff member (other than a casual) who is required to perform the whole of the duties of a position at a higher classification will be entitled to payment of a higher duties allowance.
- 26.2 If performing some but not all of the duties of a higher position, the allowance payable will be calculated in accordance with the proportion of duties performed in the higher position.
- 26.3 The rate of the allowance will be the difference between the staff member's substantive salary and the salary applicable to the higher classification. Where the difference is less than 1.5% of the staff member's substantive salary the higher duties allowance will be paid at the next appropriate increment.
- 26.4 Upon completion of each year of service acting in the higher position a staff member will be entitled to progress to the next step of the salary range applicable to the position in which they are acting.
- 26.5 If a staff member is in receipt of a higher duties allowance, that allowance will be included as salary for the purpose of calculating overtime, leave and shift allowance.
- 26.6 A staff member who acts in a position of HEO7 or lower must serve a minimum period of three consecutive working days before a higher duties allowance is payable.
- 26.7 A staff member who acts in a position of HEO8 or higher must serve a minimum period of six consecutive working days before a higher duties allowance is payable.

27 SHIFT ALLOWANCES AND ROSTERING

- 27.1 A staff member may be required to perform their normal hours of work on the basis of rostered shifts. They will be consulted on a change to normal hours of work prior to implementation and that will take into account their needs. The following allowances apply to the staff member's normal rate of pay:

Morning shift - commencing at or after 4am but before 8am, Monday to Friday	An additional 15% for all time worked.
Evening shift - commencing at or after 12 noon but before 10.00pm, Monday to Friday	An additional 15% for all time worked.
Night shift - commencing at or after 10 pm but before 4am, Monday to Friday	An additional 30% for all time worked.
Saturday shift – for shift work on a Saturday	An additional 50% for all time worked.
Sunday shift – for shift work on a Sunday	An additional 100% for all time worked.
Public Holiday	An additional 150% for all time worked.

These allowances will not apply to casual staff members or security staff on annualised salaries where the salary has been set with regard to shift work.

- 27.2 The shift allowances above are not cumulative. Where more than one allowance may be applicable a staff member will be paid the highest of the applicable rates.
- 27.3 A staff member, who relies on public transport, which is not available when recalled to duty, will be recompensed the costs exceeding costs normally incurred.
- 27.4 Rosters will be:
- rostered in an equitable manner;
 - published or displayed for at least 1 week prior to its commencement unless beyond the University's control;
 - formulated to avoid conflict with class times for staff members undertaking approved studies where possible;
 - normally given to staff, who request or volunteer those rosters where shift allowances apply.

28 ON CALL AND STANDBY ALLOWANCE

28.1 A staff member (other than a casual) in a position of HEO8 or higher is held to be available for call out with no extra remuneration other than in exceptional circumstances.

28.2 On call allowances for staff below HEO8 are based on the base hourly rate for an HEO4. They are:

Monday to Friday	7.5% of hourly rate for each hour
Saturday – Sunday	10% of hourly rate for each hour
Public Holidays	15% of hourly rate for each hour

28.3 This allowance includes use of a phone to give advice or to contact staff to work.

28.4 Normal overtime applies if called out for duty.

LEAVE

29 LEAVE ENTITLEMENTS

All full-time staff (other than casuals, with the exception of long service leave and unpaid maternity/adoption leave) are entitled to the following provisions in accordance with the relevant policy. Part-time staff will accrue on a pro-rata basis.

Leave Type	Employee Category	Entitlement	Conditions	
Annual Leave	All Staff, except as specified below	20 working days cumulative for each year of continuous paid service. 1 2/3 days per month.	N/A	Leave Loading of 17.5% of ordinary salary up to a maximum of that equivalent to HEO 9 step 1. The University may give reasonable written notice to reduce entitlements greater than 40 (50 for shift workers) working days by no more than ¼.
	Former SACAE and Roseworthy Agricultural College Academic Staff	20 working days cumulative for each year of continuous paid service. 1 2/3 days per month.	Will not have leave credits deducted between Christmas and New Year period.	
	Full-time Shift Workers including weekends only.	25 working days cumulative for each year of continuous paid service.	Not applicable if on-call or required to work overtime at weekends.	
	Weekend Shift Worker if only working part of the year.	Pro-rata increase for part of the year they are employed.		
Carer's Leave	All staff members	Up to a maximum of 10-working days per annum (non-cumulative) deducted from combined available entitlements of special leave and sick leave. In addition, once the above entitlement has been exhausted, up to 2-working days (un-paid) per occasion is also available.	Available for immediate or extended family & significant others. Medical certificate/statutory declaration may be needed for more than 3 consecutive days.	
Compassionate Leave	All staff members	Up to 3-working days paid leave per occasion. Leave in excess of entitlement may be unpaid leave. Other forms of leave may be accessed.	Available when a family member: (a) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or (b) dies. Medical certificate or statutory declaration may be needed for such leave.	
Cultural Obligation Leave	All staff members	Up to 3-working days paid leave deducted from special leave entitlement. In addition, 10-working days unpaid leave in every 2-year period for those staff recognised as members of Aboriginal or Torres Strait Islander communities.	For ceremonial or cultural purposes only	
Defence Forces Leave (ADF)	All staff members	<u>Paid Annual Training:</u> 20-working days per calendar year, non-cumulative. <u>Special Instruction (Induction):</u> 10-working days per calendar year, non-cumulative.	Part-time or Casual staff after their first year of employment are entitled to ADF leave on a pro-rata basis. Any leave in the first year is without pay. Verification of training, special instructions etc. is required as well as written confirmation by the respective service of the period of training undertaken. For enlistment or medical purposes will be granted leave with pay and no time limit provided special leave has been exhausted.	
Jury Service/ Witness Leave	All staff members	Paid leave for period of duty. Such leave will include necessary travelling.	Must forfeit all Jury Service or Witness fee to University, other than daily incidentals.	

Leave Type	Employee Category	Entitlement	Conditions
Leave Without Pay (Including Secondment Without Pay)	All staff members	Grant of a period of normally up to 2 years.	If period is less than 1-month superannuation contributions at full rates continues. For periods longer than 1-month staff may elect to pay both staff member and employer superannuation contributions. Will not normally be recognised as continuous service for purposes of leave and incremental advancement.
Long Service Leave	All staff members	6.5-working days for each completed years of service after 7 years of continuous service since 1/1/1966. 4.3-working days for each year of service for employment during the period 1/7/1950 – 31/12/1965	Entitled to take leave on 26 weeks notice. Staff members can take a minimum of 1-working day of leave. A staff member may take leave at half pay for not less than 2-working days. Where staff have accumulated an entitlement in excess of 90-working days the University may give the staff member written notice to reduce their entitlement to 30-working days within a 2 year period. Staff members will not be required to take LSL if they agree to retire within 2 years. Recognition of prior service will be in accordance with the LSL Policy.
	SACAE or RAC staff employed at the time of the merger.	10.71-working days per completed year of continuous service after 15 years or pro-rata for a part of year of service.	
	Casual staff members	Pro-rata the full time rate subject to eligibility criteria.	
Maternity/ Adoption Leave	For maternity leave (all female staff members). For adoption leave all staff members who are primary caregivers	26 paid weeks after 1-year continuous service.	Entitled to return to position held immediately before taking maternity/adoption leave. Must take 14 paid weeks as a minimum. May use up to 12 weeks of the paid leave as a Return to Work option as set out in the Maternity/Adoption Policy and Guidelines. May take up to 104 weeks leave.
Moving House	All staff members	1-working day per annum non-cumulative.	Must be the primary residence.
Partner Leave	All staff members	1 week paid leave and 1 week unpaid leave. May take a up to a further 50 weeks unpaid leave provided it is certified they are the primary caregiver.	Is only available concurrently with maternity/adoption leave. The unpaid leave will be reduced by any period of maternity/adoption leave and cannot be taken concurrently with any maternity/adoption leave.
Reduced Hours for Care of Child	All staff members	Maximum period of arrangement is up to 10 yrs.	Must normally work at least 0.5fte. Child will normally be under 19 years.
Reduced Hours for Care of a Family Member	All staff members	Maximum period of arrangement is normally up to 2 years	Reduced hours should not normally be less than 0.5fte.
Sick Leave	Academic staff members	No fixed entitlement. Staff applying for incapacity will continue to be paid until the assessment is made by the superannuation fund.	After 3 months per annum, any further paid sick leave will be at the Executive Deans discretion.
	Professional staff members	15-working days per annum cumulative.	Sick leave accrues from date of commencing duty: Medical certificate or other evidence is required for all periods of leave, unless the supervisor exempts such a requirement to a maximum of three consecutive days and five days in a calendar year.
Special Leave	All staff members	Up to 3-working days per calendar year (non-cumulative) for emergencies.	Does not accrue if unused.

30 PUBLIC HOLIDAYS

- 30.1 Subject to an area's requirement to be on duty, a staff member (other than a casual) will be entitled to be absent on any public holiday in the State or Territory in which they are employed and the first working day following Proclamation Day (which will be termed University Day) without loss of pay at ordinary pay.
- 30.2 A staff member on paid sick leave on both the working days immediately before and after a public holiday will be entitled to payment for that holiday without deduction from their sick leave credits if they were not required to work on the day (i.e. if they were not rostered for duty on that holiday), except where the staff member is rostered for duty on the public holiday in which case the day will be deducted from their sick leave credits and penalty rates will not apply.

WORK ARRANGEMENTS

31 FLEXIBLE WORK ARRANGEMENTS

- 31.1 A staff member (other than a casual) and their supervisor may agree to flexible work arrangements, which may include, but are not limited to, part-time/job share arrangements. Such arrangements will be in accordance with the Flexible Work Arrangements Guidelines.
- 31.2 Flexible work arrangements will be for an agreed temporary period or on a permanent basis.
- 31.3 Where a staff member is working on a part-time basis under this Clause:
(a) all subsequent leave will accrue on a pro-rata basis,
(b) the University may allow the staff member and the area to maintain superannuation payments at the same level as if a staff member was working full-time.
- 31.4 The parties to the flexible work arrangement will, prior to the end of the flexible work arrangement, either agree to cease, continue or modify the arrangement.
- 31.5 A staff member will not be disadvantaged with respect to the full range of conditions and opportunities applicable to full-time staff as a result of flexible work arrangements, except where specifically covered in this Clause.
- 31.6 A staff member may seek a review through the Staff Complaints Policy if their flexible work arrangement is not approved.

ACADEMIC STAFF ISSUES

32 RESPONSIBILITIES FOR ACADEMIC STAFF

- 32.1 Academic staff and the University have an interest in the University being a research intensive institution and a leading higher education institution in Australia.
- 32.2 In order to meet and facilitate this goal and so that staff can undertake their primary employment responsibilities to support this outcome, the University will ensure that staff work in an environment in which academic freedom is supported.
- 32.3 Academic freedom means that staff:
- (a) should be free to participate in the development of the curriculum and standards and methods of teaching;
 - (b) in exercising their freedom to carry out research, have a responsibility to conduct it in accordance with the principles of intellectual rigour, scientific enquiry, research ethics and compliance to contractual obligations;
 - (c) have a right to undertake professional activities that enhance their professional skills or allow for the application of knowledge to the community;
 - (d) have a responsibility to use the freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge.
- 32.4 Staff members can best do justice to these principles if the environment in which they will be supported is democratic and collegial.

33 MANAGEMENT OF SCHOOLS AND DISCIPLINES

- 33.1 The Vice-Chancellor will appoint the Head of School.
- 33.2 The selection process for Head of School and the election process for Discipline Head will be as per the Heads of School Appointment and Discipline Heads Policy and Guidelines.

34 ACADEMIC STAFF SUPERVISION

- 34.1 Each academic staff member will be advised in writing of the position of their nominated supervisor.
- 34.2 The supervisor will normally be the Head of School in which the academic is employed. While remaining accountable, a Head of School may delegate some supervisory functions to a Discipline Head.
- 34.3 Supervisors will normally be competent in the broad areas of the Academic's expertise for which they are responsible.
- 34.4 The supervisor will receive appropriate training in academic staff assessment techniques.
- 34.5 Academic staff may request the nomination of an alternative supervisor.

35 COURSE AND PROGRAM CO-ORDINATION

Full-Course Co-ordination, Most Complex Level of Course Co-ordination and Program Co-ordination will be designated in writing by the Head of School.

Full Course Co-ordination by Level A Academic staff	A course, as set out in the University Calendar, is made up of classes, lectures, practicals, tutorials or seminars. Full responsibility for planning and course co-ordination and ensuring its appropriate assessment. This may include arranging the use of physical facilities, resources and inputs from other staff and will normally be limited to 1 course per semester. It does not necessarily require involvement in the initial development of the course. Payment will be no lower than the 6 th increment of the Level A salary scale.
Most Complex Level of Course Co-ordination by Level A Academic staff	Full responsibility for course co-ordination together with more than 1/3 of the lecturing in the course, or full responsibility for courses, which are part of large 1 st year feeder courses. Payment will be an allowance, which will be the difference between the staff member's salary and the 1 st increment of the Level B salary scale.
Program Co-ordination by Level A and Level B staff	A program, as per the University Calendar, is a specific set of courses presented as programs leading to an Award. This may be interpreted to include a major discipline strand or sequence within a designated Award. Full responsibility for the planning and co-ordination of the program and for ensuring its appropriate assessment. It involves the more complex curriculum and program matters and includes overall responsibility for program content and curriculum, managing student matters, co-ordination of staff and arranging the use of facilities and resources. Payment will be an allowance, which will be the difference between their salary and the 1 st level of the Level C salary scale. Such duties will not normally be required on a continuing basis i.e. greater than a 1 year period.

PROFESSIONAL STAFF ISSUES

36 HOURS OF DUTY

- 36.1 The ordinary hours of duty of full-time staff members will be 36.75 hours per week. The ordinary span of hours unless specified in this Agreement will not be more than eight hours per day Monday to Friday, 8.00am to 6.00pm.
- 36.2 A different span of hours for discrete groups may be implemented following consultation with affected staff or, if they request, their representatives, through a local area work agreement.
- 36.3 A different span of hours will operate for the following occupational groups as specified:

Library Lending Services, Reference and Research Staff	8am to 10pm Monday to Friday according to roster but not exceeding 8 hours in any 1 day
Security Officers	Normally 35 shifts over 11 wks with a maximum working day of 12.25 hours, resulting in a weekly average of 36.75 hours over this period.

37 MEAL BREAK

All staff will be entitled to an unpaid meal break after 5-hours continuous work, which will be of a minimum of 30 minutes. It will be no more than 60 minutes unless agreed with the supervisor.

38 CLASSIFICATION REVIEW

- 38.1 If it is believed by a staff member or their supervisor that there has been a significant increase in the work value of a position due to a substantial change in duties they may apply for reclassification.
- 38.2 Such an application will be assessed by Human Resources using job evaluation and job comparison methodology and in accordance with the Classification Standards (Professional Staff) policy.
- 38.3 If approved, the reclassification will take effect no later than 20-working days from the date of application for reclassification.
- 38.4 If not approved, Human Resources will advise the staff member in writing including the reasons for the decision.
- 38.5 Appeal

A staff member may within 10-working days from the date of receipt of the advice in 38.4, seek a review by a Review Committee in accordance with Clause 47. They must submit a written request outlining their reasons for appeal and any relevant supporting documentation to the Deputy Vice-Chancellor/Executive Director. No appeal will be accepted outside this period.

39 BROADBANDING

- 39.1 Broadbanding is the classification of a professional staff position across two classification levels. It must be consistent with the Broadbanding Policy and the following principles:
 - (a) The work demand is ongoing and the work is commensurate with the classification standards.
 - (b) Considered prior to recruitment for any new or vacant position.
 - (c) Beneficial to the University.
 - (d) Organisationally driven.
 - (e) Not a means to downgrade a position(s).
 - (f) Not to be used as a mechanism to reduce overall staff numbers.
 - (g) Planning and Development Review (PDR) is one of the processes for assessing performance against the classification standards.
 - (h) Progression to the higher classification level will be subject to the demonstrated performance of work, which corresponds to the next level.
 - (i) Subject to the approval of the Executive Manager in consultation with Human Resources.

ORGANISATIONAL MANAGEMENT

40 CHANGE MANAGEMENT

- 40.1 For the purposes of this Clause, major change could involve, but is not limited to, measures such as:
 - (a) significant changes in the profile, composition, operation or size of the University's or an area's workforce, or the skills required;
 - (b) the alteration of hours of operation;
 - (c) major technological change; or
 - (d) changes which may invoke redundancy.

40.2 Information Stage

Where the University proposes major change, it will consult with the affected staff members and their representative(s), if they so choose in advance of any change process by providing information about the need for change and the development of a change process.

40.3 Formal Consultation Stage

The University will consult in writing with affected staff members and their representative(s), if they so choose, by providing relevant information about the proposed changes, including the nature of the changes and the anticipated effects upon the staff members along with any other relevant information of which they should be made aware.

40.4 Decision and Implementation Stage

When a decision is taken to proceed with major change the University will notify the affected staff members and their representative(s), if they so choose and consult with them about the implementation of that change.

41 VOLUNTARY/INVOLUNTARY REDUNDANCY

- 41.1 Where reasonably practicable, any reductions in staffing will be effected through the following, but not limited to:
 - (a) natural attrition;
 - (b) voluntary separations;
 - (c) pre-retirement contracts;
 - (d) leave without pay;
 - (e) voluntary conversion to part-time work;
 - (f) long service leave; or
 - (g) secondment and internal transfer.

41.2 Voluntary Separation

A continuing staff member may apply through their supervisor to the relevant Executive Manager for a voluntary separation. If approved it will be based on the staff member's ordinary pay. The payment will be calculated as follows:

- (a) payment in lieu of an entitlement period as detailed below:

Age	Entitlement
Under 40	18-weeks
40 to under 45	20-weeks
45 or over	22-weeks

- (b) payment of severance pay calculated on the basis of 3-weeks' salary for every year of completed service with this University to a maximum of 56 weeks. At the discretion of the University, prior casual service with this University, for the purposes of this calculation, will be reviewed on a case-by-case basis;
- (c) payment of annual leave, long service leave and annual leave loading, as applicable.

41.3 Where a staff member has had periods of both full-time and part-time employment the calculation in 41.2 (a) & (b) will be proportionate to such periods of service.

41.4 Service with another organisation recognised for other leave purposes will not be taken into consideration when calculating length of service.

41.5 Re-employment Restriction

A staff member who accepts a voluntary separation will not be eligible for re-employment for a period of 2 years from the date of termination, unless authorised by the Vice-Chancellor.

41.6 Involuntary Redundancy

41.6.1 An Executive Manager may decide to declare one or more continuing positions redundant for reasons including, but not limited to, technological, economic, structural or similar nature.

41.6.2 As soon as practicable, after making the decision referred to in 41.6.1, the Executive Manager will notify the affected staff member(s) in writing and consult with them and their representatives, if they so choose, about measures to avert or mitigate the affects of redundancy.

41.6.3 An affected staff member will enter into a transition period of 8 weeks during which they can elect to exercise one of the options set out in 41.6.4 - 41.6.6.

41.6.4 Option 1 - Voluntary Acceptance of Redundancy

This applies where redeployment or appeal is not pursued. The payment will be:

- (a) Payment in lieu of any unexpired period of the transition period;
- (b) Payment in lieu of an entitlement period as detailed below:

Age	Entitlement
Under 40	18-weeks
40 to under 45	20-weeks
45 or over	22-weeks

Where a staff member has had periods of both full-time and part-time employment the calculation in 41.6.4 (a) + (b) + (c) will be proportionate to such periods of service.

- (c) Payment of severance pay calculated on the basis of 3-weeks salary for every year of completed service with this University to a maximum of 56-weeks providing that the sum of Clauses 41.6.4 (a) + (b) + (c) will not exceed 82-weeks in total. At the discretion of the University, prior casual service with the University, for the purposes of this calculation, will be reviewed on a case-by-case basis;
- (d) Payment of annual leave, long service leave and annual leave loading, as applicable.

When calculating length of service, service with another organisation will not be taken into consideration.

41.6.5 Option 2 – Redeployment

- (a) Before the expiration of the transition period, a staff member may indicate in writing that they want to pursue the option of redeployment within the University, in accordance with the Redeployment Guidelines;
- (b) Redeployment options will be pursued during the remainder of the transition period and the entitlement period.
- (c) The University and the staff member will monitor vacancies across the University to determine whether there is a suitable position.
- (d) The University will endeavour to identify a suitable position where a staff member could be redeployed. No action will be taken to fill the position until the staff member has been assessed against the classification selection criteria to determine their suitability for transfer to the position. The University will consider whether the staff member could perform the duties satisfactorily within a reasonable time, or whether the position is able to be redesigned to accommodate the staff member.
- (e) Where the staff member is redeployed:
 - (i) They will be relocated on a trial basis for an agreed period, no longer than 3-months; and
 - (ii) They will be placed on a retraining program, if required;
 - (iii) After the trial period, if the staff member is deemed suitable they will be permanently transferred to the position;
 - (iv) If the new position is at a lower classification than the staff member's substantive salary position, that the salary of the substantive position will be maintained for a period of 1 year whilst employment continues;
- (f) At the expiration of the entitlement period, if no suitable position is available they will be retrenched in accordance with 41.6.7.

41.6.6 Option 3 – Appeal

In relation to redundancy, before the expiration of the transition period a staff member may, seek a review by a Review Committee in accordance with Clause 47. In relation to redeployment, before the expiration of the entitlement period the staff member may, seek a review by a Review Committee in accordance with Clause 47. They must submit a written request outlining their reasons for appeal and any relevant supporting documentation to the Deputy Vice-Chancellor/Executive Director. No review will be accepted outside these periods.

41.6.7 Retrenchment

- (a) The Vice-Chancellor will formally advise, in writing, any staff member who has been notified under 41.6.2 and who fails to apply for Option 1, 2 or 3 by the end of the transition period or has not been successful in their Redeployment or Appeal, will be retrenched.
- (b) A staff member advised by the Vice-Chancellor that they will be retrenched will:
 - (i) receive upon retrenchment, the balance of payment as described in 41.6.4; or
 - (ii) where it is mutually agreed, work all or a part of the entitlement period, and receive upon retrenchment the balance of payment as described in 41.6.4.

41.6.8 Re-employment Restriction

A staff member who has had their position made involuntarily redundant is ineligible for re-employment for 1-year from date of termination, unless authorised by the Vice-Chancellor.

MANAGING PERFORMANCE

42 PERFORMANCE DEVELOPMENT AND MANAGEMENT

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

43 PLANNING AND DEVELOPMENT (PDR)

43.1 A staff member (other than casuals) will participate in the PDR process.

43.2 PDR will have the following objectives:

- (a) The PDR enables staff members and supervisors to align individual short and longer-term work and development goals with those of the University and their unit;
- (b) Ensure role clarity and reach agreement on annual goals of the position;
- (c) Provide feedback to the staff member and supervisor on a regular basis throughout the planning and development review cycle; and
- (d) Determine appropriate training in relation to the position and for career development purposes.

43.3 PDR will be:

- (a) fair to the staff member and the University;
- (b) positive, transparent and accountable;
- (c) flexible in resolving problems and to respond to changing circumstances;
- (d) evidence based;
- (e) focused on improving capabilities of staff and the university to meet their interdependent goals and targets; and
- (f) documented to include development needs, and feedback against performance objectives.

44 ACADEMIC PROMOTION

44.1 The University will hold an annual promotion round for eligible academic staff.

44.2 All academic staff members (other than casuals) and those categories of staff that may be considered under Special Academic Cases, as specified in the Promotion for Academic Staff and Titleholders Policy, are eligible to apply for promotion when they believe they have achieved a quality of performance appropriate to the level sought. Where the appointment is funded from an external source the application may not be considered until the funding body has indicated and confirms that funding can be provided should promotion be recommended.

44.3 Promotion is on the merit of the case presented and will be assessed in accordance with the principles set out in Policy.

44.4 Appeal

A staff member may, within 10-working days from the date of receipt of the advice that they are unsuccessful in their application for promotion, seek a review by a Review Committee in accordance with Clause 47. They must submit a written request outlining their reasons for appeal and any relevant supporting documentation to the Deputy Vice-Chancellor. No appeal will be accepted outside this period.

45 UNSATISFACTORY PERFORMANCE

45.1 Principles

- 45.1.1 A supervisor must take reasonable steps to resolve instances of unsatisfactory performance through guidance, counselling and appropriate staff development, or appropriate work allocation.
- 45.1.2 If performance improves to a satisfactory level at any stage as detailed in 45.2, 45.3 and 45.4, and is maintained for a period of 6 months then the matter will be considered closed.
- 45.1.3 All actions of the University in relation to unsatisfactory performance will be in accordance with this Agreement.
- 45.1.4 Staff have a right to be represented, if they so choose, at any stage during the process.

45.2 First Counselling Session

45.2.1 Where a supervisor is concerned about the performance of a staff member they should have a discussion with the staff member to provide details of such concerns, the required improvements and the appropriate timeline for addressing the issues. This counselling session must be documented as a record of what was discussed and a copy given to the staff member.

45.2.2 If at this stage or any subsequent stage of the process for dealing with unsatisfactory performance the staff member does not acknowledge that there is a performance problem or is not willing to provide a commitment to improve their performance the supervisor is not obliged to follow 45.3 and 45.4 and may make a formal report in accordance with Clause 45.5.

45.3 Second Counselling Session

45.3.1 If the performance of the staff member continues to be unsatisfactory following the first counselling session the supervisor will counsel the affected staff member on the improvement required and set a first formal period of review within which a reasonable improvement will be expected.

45.3.2 A record of the counsel will be kept and a copy given to the staff member including a proposed Performance Improvement Plan (PIP), which may provide for training and development and/or mentoring to assist the staff member in improving their performance. The PIP will include the establishment of specific objectives. The staff member will have 10-working days from the date of receipt of the counsel to respond to the supervisor and raise any mitigating circumstances.

45.3.3 On receipt of the response the supervisor will meet with the staff member to discuss the response and review and finalise the PIP. The record of the counsel, the staff member's response and the final improvement plan will be placed on official record.

45.4 Third Counselling Session

45.4.1 If there is no improvement after the review period, established in accordance with 45.3, the supervisor will meet with the staff member to discuss the performance issues.

45.4.2 If the supervisor believes the staff member is unlikely to meet the performance standards they may discuss alternative strategies. These may include, but are not limited to, the transfer or redeployment of the staff member to a position at the same or lower classification. Any strategy must be mutually agreed.

45.4.3 If the staff member does not agree with the alternative strategies, the supervisor will counsel the staff member on the improvement required and set a second formal review period within which a reasonable improvement will be expected. Normally, the second period of review will be of similar duration as that set out in 45.3. Regular feedback on performance should occur during this period.

45.4.4 A record of the counsel will be kept and a copy given to the staff member. The staff member will have 10-working days from the date of receipt of the counsel to respond to the supervisor and raise any mitigating circumstances. The record of counsel and the staff member's response will be placed on official record.

45.5 Recommendation to the Deputy Vice-Chancellor/Executive Director

45.5.1 Where a supervisor believes that counselling has not produced the desired improvement in performance, the supervisor will make a written report through the Executive Manager to the Deputy Vice-Chancellor/Executive Director that the performance of a staff member is unsatisfactory. Such a report will state clearly the aspects of performance seen as unsatisfactory, the attempts to remedy the problem, any mitigating circumstances, the recommended disciplinary action (as defined) and provide any supporting material.

45.5.2 The supervisor will provide the staff member with a copy of the report and supporting material at the time it is submitted. The staff member is entitled to 10-working days from the date of receipt of the report to respond in writing to the Deputy Vice-Chancellor/Executive Director.

45.6 Disciplinary Action

45.6.1 Upon receipt of the supervisor's report and any written response from the staff member, the Deputy Vice-Chancellor/Executive Director must be satisfied of the following:

- (a) Appropriate steps have been taken to bring the unsatisfactory nature of performance to the staff member's attention;
- (b) An adequate opportunity to respond was given;
- (c) Any response was taken into account; and
- (d) A reasonable opportunity was afforded to remedy the performance problem.

45.6.2 The Deputy Vice-Chancellor/Executive Director will then advise the staff member in writing of what action they will be taking. It may mean one of the following, but is not limited to:

- (a) Take no further action and advise the staff member in writing;
- (b) Refer the matter back to the supervisor to ensure that 45.3 and 45.4 above are complied with in substance and in a manner appropriate to the circumstances; or
- (c) Take disciplinary action.

45.6.3 For all disciplinary action other than termination of employment, the Deputy Vice-Chancellor/Executive Director will advise the staff member in writing of the determination that they have made. If no appeal is made within 10-working days from the date of receipt of the written advice, the disciplinary action will take effect as advised.

45.6.4 For termination of employment, the Deputy Vice-Chancellor/Executive Director will advise the staff member in writing of their proposed recommendation that they will be making to the Vice-Chancellor. If no appeal is made within 10-working days from the date of receipt of the written notice, the Vice-Chancellor will write to the staff member advising their employment will be terminated.

45.6.5 Further to 45.6.4 the staff member will be given written notice by the Vice-Chancellor, as specified in their contract of employment or as set out in Clause 16 (whichever is the greater), that their employment will be terminated or they will receive payment in lieu of notice for part or all of the notice period.

45.7 Appeal

A staff member may within 10-working days from the date of receipt of the advice in 45.6.3 or 45.6.4, seek a review by a Review Committee in accordance with Clause 47. They must submit a written request outlining their reasons for appeal and any relevant supporting documentation to the Deputy Vice-Chancellor/Executive Director. No appeal will be accepted outside this period.

46 **MISCONDUCT OR SERIOUS MISCONDUCT**

46.1 Principles

46.1.1 All actions of the University in relation to misconduct or serious misconduct will be in accordance with this Agreement.

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

46.2 Suspension

46.2.1 In accordance with 46.3.2, at the time of notifying the staff member or any time thereafter, the Executive Manager may suspend the staff member on full pay or without pay for alleged conduct of a kind envisaged in the Workplace Relations Act 1996 Section 661 (1) (c) and may include:

- (a) The alleged misconduct/serious misconduct is of a nature that causes imminent and serious risk to the health and safety of a person; or
- (b) The staff member's continued presence on campus presents a serious risk either to the University, its staff and/or students.

46.2.2 Any such suspension as set out in 46.2.1 will be subject to the following:

- (a) Where suspension without pay occurs at a time when the staff member is on paid leave they will continue to receive their ordinary pay for the period of that leave; or
- (b) Where a matter is referred to a Review Committee, they may make a recommendation to the Deputy Vice-Chancellor/Executive Director who will determine whether suspension without pay will continue;
- (c) The staff member may engage in paid employment or draw on any annual leave or long service leave credits for the duration of the suspension without pay; or
- (d) the Executive Manager may at any time direct that salary be paid on the grounds of hardship.

46.2.3 During any period of suspension the staff member may be excluded from the University provided that they will be permitted reasonable access to the institution for the preparation of their response and to collect personal property.

46.3 Investigation and Response to Allegations

46.3.1 The Executive Manager will make a preliminary assessment of any allegations of misconduct or serious misconduct.

46.3.2 If the Executive Manager believes such allegations warrant further investigation, they will notify the staff member in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegations, and to properly consider and respond to them. Such notice may also include suspension in accordance with 46.2.

46.3.3 The staff member will have 10-working days from the date of receipt of the Executive Manager's notification in which to respond in writing.

46.3.4 Once a formal investigation has taken place and after considering any response from the staff member, and the Executive Manager is of the view that:

- (a) there has been no misconduct or serious misconduct, they will advise the staff member in writing that the matter will be closed; or
- (b) there has been misconduct or serious misconduct they will advise the staff member in writing that the matter will proceed in accordance with 46.4

46.4 Misconduct/Serious Misconduct Report

46.4.1 The Executive Manager will forward a written report and any response from the staff member to the Deputy Vice-Chancellor/Executive Director. The report will detail the allegation of misconduct or serious misconduct, any mitigating circumstances, the recommended disciplinary action and provide any supporting material.

46.4.2 The staff member will also be provided with a copy of the report and supporting material relied on, at the time it is submitted to the Deputy Vice-Chancellor/Executive Director.

46.4.3 A staff member choosing to respond must do so in writing to the Deputy Vice-Chancellor/Executive Director within 10-working days from the date of receipt of the report.

46.4.4 If after receipt of the Executive Manager's report and any response from the staff member, the Deputy Vice-Chancellor/Executive Director is of the view that there has been no misconduct or serious misconduct, they will advise the staff member in writing and the matter will be closed.

46.5 Disciplinary Action

46.5.1 For all disciplinary action other than termination of employment, the Deputy Vice-Chancellor/Executive Director will advise the staff member in writing of their determination that they have made. If no appeal is made within 10-working days from the date of receipt of the written advice, the disciplinary action will take effect as advised.

- 46.5.2 For termination of employment, the Deputy Vice-Chancellor/Executive Director will advise the staff member in writing of their proposed recommendation to the Vice-Chancellor. If no appeal is made within 10-working days from the date of receipt of the written advice, the Vice-Chancellor will write to the staff member advising their employment will be terminated.
- 46.5.3 Further to 46.5.2, the staff member will be given written notice by the Vice-Chancellor, as specified in their contract of employment or as set out in Clause 16 (whichever is the greater), that their employment will be terminated or they will receive payment in lieu of notice for part or all of the notice period, unless Clause 16.5 is invoked in which case termination without notice will apply.
- 46.5.4 In cases involving misconduct but not serious misconduct, disciplinary action will not include termination of employment.

46.6 Appeal

A staff member may within 10-working days of receiving the advice in 46.5.1 or 46.5.2, seek a review by a Review Committee in accordance with Clause 47. They must submit a written request outlining their reasons for appeal and any relevant supporting documentation to the Deputy Vice-Chancellor/Executive Director. No appeal will be accepted outside this period.

DISPUTE RESOLUTION

47 REVIEW COMMITTEES

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

- (a) An independent convener appointed by the Chair of the JCC in consultation with the Deputy Chair of the JCC;
- (b) A member chosen by the Chair of the JCC; and
- (c) A member chosen by the affected staff member from a pool of elected staff, or if they fail to do so within 5 working days of being notified, the Deputy Chair of the JCC will choose a member on their behalf.

47.2 The Committee members:

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

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

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

47.5 Committee Proceedings

The Committee will endeavour to complete their review within 10-working days, and ensure that their procedures comply with principles of natural justice, which may include the following:

- (a) Interviewing all affected or relevant parties to ensure that adequate opportunities are provided to respond to allegations and/ or recommendations and allowing the affected parties to ask questions;
- (b) Taking into account such further material, as it believes appropriate to the matter providing there has been disclosure of the material to the affected parties;
- (c) Maintaining confidentiality, unless otherwise agreed with the affected parties;
- (d) Recording proceedings (but not its own deliberations) which will be made available to the affected parties on request;
- (e) Destroying the recordings after 30 working days of the finalisation of the matter, or if an industrial/ legal proceeding relevant to the issue has been commenced within that time, after the proceedings have been concluded.

47.6 The Committees will have the following Terms of Reference:

47.6.1 *Classification Review*

To review the determination of Human Resources.

47.6.2 *Involuntary Redundancy*

- (a) To review whether a genuine decision was taken by the University that a position should not be filled by anyone or that there were a number of staff members in positions that were surplus to the University's requirements;
- (b) To review whether fair and objective criteria were used to select positions for redundancy;
- (c) To review whether genuine and adequate consultation was entered into and adequate consideration was given to measures to avert or mitigate the adverse affects of the termination; and
- (d) To review whether the University acted fairly, properly and in accordance with the rules of natural justice in making the decision to terminate, including whether the decision was in any way discriminatory.

47.6.3 *Redeployment*

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

47.6.4 *Misconduct/ Serious Misconduct*

- (a) To review whether Clause 46 was properly followed;
- (b) To review whether misconduct or serious misconduct has occurred; and
- (c) To review whether the recommended disciplinary action is commensurate with the level of misconduct or serious misconduct.

47.6.5 *Promotion*

To review whether there was non-compliance with the Policy and such non-compliance amounted to a serious defect in the assessment of merit.

- 47.6.6 *Tenure*
- (a) To review whether Clause 8 was properly followed;
 - (b) To review whether performance is satisfactory or not; and
 - (c) To review whether the recommended action is commensurate with the level of performance.

- 47.6.7 *Unsatisfactory Performance*
- (a) To review whether Clause 45 was properly followed;
 - (b) To review whether the performance is unsatisfactory or not; and
 - (c) To review whether the recommended disciplinary action is commensurate with the level of unsatisfactory performance.

47.7 Committee's Report

- 47.7.1 The Committee will provide a report of their findings to the Vice-Chancellor and the affected staff member and their representative, if they so choose, within 5-working days of their final meeting.
- 47.7.2 The Committee does not have any decision-making authority. The Vice-Chancellor, in accordance with 47.8, will make all final decisions.

47.8 Actions by The Vice-Chancellor

- 47.8.1 The Vice-Chancellor may either uphold or dismiss the appeal. In addition, the Vice-Chancellor may make any of the following decisions in relation to:

Misconduct/ Promotion/ Serious Misconduct/ Tenure/ Unsatisfactory Performance:

- (a) Take any appropriate disciplinary action; or
- (b) Where appropriate, determine the process for reconsidering the matter, which is the subject of the appeal.

- 47.8.2 If the staff member has been suspended without pay, pending the decision of the Vice-Chancellor, the Vice-Chancellor may decide whether any lost income will be reimbursed.
- 47.8.3 In relation to tenure the Vice-Chancellor may extend the Further Appointment with Tenure period once by 1 to 2 years.
- 47.8.4 All actions of the Vice-Chancellor will be final, except that nothing in the Clause will be construed as excluding the jurisdiction of any external court or tribunal.

48 STAFF COMPLAINTS

- 48.1 As part of the University's commitment to a supportive work environment, staff have access to the Staff Complaints Policy.
- 48.2 The Policy allows the University to deal with complaints from staff members about the behaviour of other staff members, or matters that adversely affect their ability to work productively in a positive environment and includes complaints relating to unlawful discrimination, harassment, victimisation or bullying.
- 48.3 Review

A staff member may within 10-working days from the date of receiving of the proposed resolution, seek a review by a Review Committee in accordance with Clause 47. They must submit a written request outlining their reasons for seeking a review and any relevant supporting documentation to the Deputy Vice-Chancellor/Executive Director. No review will be accepted outside this period.

49 DISPUTE SETTLEMENT PROCEDURES

- 49.1 It is agreed that all staff members and the University have an interest in the proper application of this Agreement. Consequently, where a staff member is aggrieved by a matter relating to this Agreement, they or their representative, if they so choose, should in the first instance notify a dispute, under this Clause, in writing, with their direct supervisor at the earliest opportunity. Such notification must detail the basis of the dispute and propose any resolution(s).
- 49.2 Where the dispute is not resolved under 49.1 or where there is a legitimate reason why the issue cannot appropriately be raised with their direct supervisor in the first instance, the affected staff member (and their representative, if they so choose) and the appropriate representative of management (and their representative, if they so choose) will discuss the dispute and attempt to reach agreement within 5-working days unless agreed otherwise by the parties to the dispute.
- 49.3 If the dispute is still not resolved under 49.2, the matter may be referred by any party to the dispute to the Australian Industrial Relations Commission (AIRC) for resolution by conciliation and where the matter remains unresolved, by arbitration. If arbitration is necessary, the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence, submissions and interim decisions as are required to make arbitration effective. The decision of the Commission will bind the affected parties.
- 49.4 While the above is being followed, work will continue in the normal manner.
- 49.5 Where appeal rights exist in this Agreement, a dispute cannot be notified under this Clause.

The University of Adelaide Collective Agreement 2006-2008

A Union Collective Agreement lodged in accordance with Section 328 of the Workplace Relations Act

SIGNATORIES

Signature: Fred McDougall *Acting* Professor ~~James A McWha~~ ^{Fred McDougall}
Vice-Chancellor and President

Witnessed by: J. Martin

Dated: 10 July 2006

The University of Adelaide
North Terrace
Adelaide SA 5005

The authority of the Vice-Chancellor to sign a workplace agreement arises from the University of Adelaide, Powers and Authorities approved by Council at the meeting of 4/05, 1 August 2005.

Signature: Andrew Dennard Mr Andrew Dennard
Branch Secretary

Witnessed by: Greg Nankin Australian Municipal Administrative Clerical
and Services Union (ASU)
5-9 Rundle Street
Kent Town SA 5067

Dated: 1 August 2006

The authority of the Branch Secretary to sign a workplace agreement arises from the registered rules of the ASU, specifically Rule 16 (vii).

Signature: Jan McMahon *ACT* ~~Ms Jan McMahon~~ ^{MR NEVILLE KISHIN}
General Secretary

Witnessed by: Greg Nankin Community and Public Sector Union (SPSF) –
SA Branch
122 Pirie Street
Adelaide SA 5000

Dated: 11/07/06

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

Signature: Grahame McCulloch Mr Grahame McCulloch
General Secretary

Witnessed by: Jan McMahon 7/7/06 National Tertiary Education Industry Union
PO Box 1323
South Melbourne Vic 3205

Dated: 07/07/06

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

SCHEDULE 1: DEFINITIONS AND GLOSSARY OF TERMS

Agreement	The University of Adelaide Collective Agreement 2006-2008.
Area	A school, faculty, branch, unit or division.
Calendar Day	Monday to Sunday.
Casual Employment	Employment on an hourly basis for which a loading is paid in addition to the hourly remuneration rate appropriate to the classification of the work undertaken.
Consultation	Discussions between the University and staff, with the views expressed by both parties, taken into account before any final decisions are made by the University.
Continuing Employment	Employment with no fixed end date, i.e. all employment other than fixed-term and casual.
Deputy Vice-Chancellor/ Executive Director	Is the Manager who the staff member is responsible to and who directly reports to the Vice-Chancellor or a person acting in the position. Where the Manager is the Deputy Vice-Chancellor/Executive Director, they will handover the written report to their Deputy Vice-Chancellor/Executive Director counterpart to determine any disciplinary action or recommendation.
Continuous Service	Is employment where there has been no break in employment or term of engagement for a period of no greater than 8 weeks.
Disciplinary Action	Action taken by the University to discipline a member of staff for unsatisfactory performance, misconduct or serious misconduct may include: (a) formal censure or counselling; (b) demotion by one or more classification levels or increments; (c) withholding of an increment; (d) suspension with or without pay; or (e) termination of employment (excluding misconduct).
Executive Manager	Deputy Vice-Chancellors, Pro Vice-Chancellors, Executive Directors, Executive Deans, or a person acting in these positions.
Family Member	A relative by blood, marriage, adoption, fostering, traditional kinship (including guardian, ward, grandparent, foster-grandparent, step-grandparent, and in-law relative) or a person who stands in a bona fide domestic or household relationship with the staff member including situations in which there is implied some dependency or support role for the staff member.
Fixed-term employment	A fixed-term staff member employed for a fixed time or a specific task or project.
Involuntary Redundancy	The University has declared a position redundant and no longer requires the duties of that position to be performed by the staff member.
Misconduct	Conduct that is not serious but nonetheless unsatisfactory.
Ordinary Pay	The staff member's substantive classification rate which does not include shift premiums, overtime, loadings other than clinical loadings, allowances or other penalty rates.
Partner	A person who stands in a bona fide relationship with a staff member who is accessing maternity/ adoption leave. The partner would be considered the parent who is not identified as the primary caregiver.
Part-time employment	Employment for less than the normal weekly full-time hours, for which all entitlements are paid on a pro-rata basis.
RAC	Roseworthy Agricultural College
Redeployment	The transfer by the University of a staff member, whose position has been declared redundant, into a suitable position.
Representative	A person who assists or speaks on behalf of a staff member or a person, who assists or speaks on behalf of the University, and in either case, excludes a person who is a practising solicitor or barrister.
Retrenchment	The separation of a staff member who has been notified that their position is to be made redundant and who has not applied for voluntary separation, redeployment or review of the decision, or the separation of a staff member whose appeal against redundancy has failed.
Review Committee	Will mean the Review Committee as set out in the Review Committee Clause.
SACAE	South Australian College of Advanced Education
Senior Manager	As detailed in Schedule 3: Salaries Professional Staff.
Serious Misconduct	May include: (a) serious misbehaviour of a kind (e.g. assault, bullying, fraud, harassment, theft) which constitutes a serious impediment to the carrying out of a staff member's duties or to a colleague's carrying out their duties; (b) serious dereliction of the duties required of the position; or (c) conviction by a court of an offence, which constitutes a serious impediment of the kind referred to in (a).
Staff Member	A person employed by The University of Adelaide.
Tenure	Refers to continuing employment, i.e. all employment other than fixed-term and casual, for an academic staff member's appointment following the tenurable period.
Tenable Period	Is the 30-month period following successful completion of the probation period and pending confirmation of appointment to continuing employment for an academic staff member.
Termination of Employment	All decisions by the University to terminate employment must be in accordance with this Agreement.
Vice-Chancellor	The Vice-Chancellor of the University, a person acting in his/her position, or his/her nominee.
Voluntary Acceptance of Redundancy	A process applicable to a staff member who does not wish to pursue a review or redeployment once their position has been declared involuntarily redundant.
Voluntary Separation	A staff member may apply to take a financial package from the University where their work can be restructured in such a way that a replacement is not required or their position is surplus to requirements.
Working Day	Monday to Friday excluding public holidays.
Workplace Relations Act	Workplace Relations Act 1996 as varied from time to time.

SCHEDULE 2: SALARIES (ACADEMIC STAFF)

BASE SALARIES	EB ROUND 5 - 1st Increase			EB ROUND 5 - 2nd Increase			EB ROUND 5 – 3rd Increase			EB ROUND 5 – 4th Increase		
	from Date: 17/03/2007			from Date: 15/09/2007			from Date: 15/03/2008			from Date: 07/06/2008		
	\$p.a.	\$f.n.	\$hr	\$p.a.	\$f.n.	\$hr	\$p.a.	\$f.n.	\$hr	\$p.a.	\$f.n.	\$hr
LEVEL A	45330	1743.46	23.720565	46690	1795.77	24.432234	47624	1831.69	24.920984	49053	1886.65	25.668760
	47921	1843.12	25.076400	49359	1898.42	25.828885	50346	1936.38	26.345369	51856	1994.46	27.135531
	50509	1942.65	26.430665	52024	2000.92	27.223443	53064	2040.92	27.767661	54656	2102.15	28.600733
	53098	2042.23	27.785453	54691	2103.50	28.619048	55785	2145.58	29.191523	57459	2209.96	30.067504
	55203	2123.19	28.886970	56859	2186.88	29.753532	57996	2230.62	30.348509	59736	2297.54	31.259027
***	57308	2204.15	29.988488	59027	2270.27	30.888017	60208	2315.69	31.506018	62014	2385.15	32.451073
	59414	2285.15	31.090529	61196	2353.69	32.023025	62420	2400.77	32.663527	64293	2472.81	33.643642
	61516	2366.00	32.190476	63361	2436.96	33.155939	64628	2485.69	33.818943	66567	2560.27	34.833595

LEVEL B	64757	2490.65	33.886447	66700	2565.38	34.903192	68034	2616.69	35.601256	70075	2695.19	36.669283
	67185	2584.04	35.156986	69201	2661.58	36.211931	70585	2714.81	36.936159	72703	2796.27	38.044479
	69611	2677.35	36.426478	71699	2757.65	37.519100	73133	2812.81	38.269492	75327	2897.19	39.417582
	72043	2770.88	37.699110	74204	2854.00	38.829932	75688	2911.08	39.606489	77959	2998.42	40.794872
	74469	2864.19	38.968603	76703	2950.12	40.137624	78237	3009.12	40.940345	80584	3099.38	42.168498
	76900	2957.69	40.240712	79207	3046.42	41.447933	80791	3107.35	42.276818	83215	3200.58	43.545264

LEVEL C	79323	3050.88	41.508634	81703	3142.42	42.754055	83337	3205.27	43.609105	85837	3301.42	44.917321
	81754	3144.38	42.780743	84207	3238.73	44.064364	85891	3303.50	44.945578	88468	3402.62	46.294087
	84181	3237.73	44.050759	86706	3334.85	45.372057	88440	3401.54	46.279435	91093	3503.58	47.667713
	86609	3331.12	45.321298	89207	3431.04	46.680795	90991	3499.65	47.614338	93721	3604.65	49.042909
	89037	3424.50	46.591837	91708	3527.23	47.989534	93542	3597.77	48.949241	96348	3705.69	50.417582
	91471	3518.12	47.865515	94215	3623.65	49.301413	96099	3696.12	50.287284	98982	3807.00	51.795918

LEVEL D	95515	3673.65	49.981685	98380	3783.85	51.480900	100348	3859.54	52.510727	103358	3975.31	54.085819
	98750	3798.08	51.674516	101713	3912.04	53.225013	103747	3990.27	54.289377	106859	4109.96	55.917844
	101992	3922.77	53.371010	105052	4040.46	54.972266	107153	4121.27	56.071690	110368	4244.92	57.754055
	105226	4047.15	55.063318	108383	4168.58	56.715332	110551	4251.96	57.849817	113868	4379.54	59.585557

LEVEL E	123035	4732.12	64.382522	126726	4874.08	66.313972	129261	4971.58	67.640502	133139	5120.73	69.669806
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LOADINGS												
CLINICAL	21297	819.12	11.144427	21936	843.69	11.478807	22375	860.58	11.708530	23046	886.38	12.059655
PARA-CLINICAL	14220	546.92	7.441130	14647	563.35	7.664574	14940	574.62	7.817896	15388	591.85	8.052329
PRE-CLINICAL	10663	410.12	5.579801	10983	422.42	5.747253	11203	430.88	5.862376	11539	443.81	6.038200
DENTAL	10663	410.12	5.579801	10983	422.42	5.747253	11203	430.88	5.862376	11539	443.81	6.038200

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

SALARY LOADINGS FOR CLINICAL RESPONSIBILITIES

1. The clinical loading for a medically qualified Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a full clinical department in a medical school and responsible for patient care are as set out in Salaries (Academic Staff).
2. The clinical loading for a medically qualified Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a para-clinical department in a medical school are as set out in Salaries (Academic Staff).
3. The clinical loading for a medically qualified Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a pre-clinical department in a medical school are as set out in Salaries (Academic Staff).
4. Whether a staff member is entitled to a full clinical loading, rather than to a loading as detailed in the Clinical Responsibility Loadings Policy (Medical & Dental), should be determined by the University in the light of the nature and extent of the staff member's patient-care responsibilities.
5. The clinical loading for a dentally qualified Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a medical school or dental school in the teaching of medical or dental students are as set out in Salaries (Academic Staff).
6. All clinical loadings will be superannuable and will be paid to staff members entitled thereto during periods of study leave, recreation leave and long service leave.

SCHEDULE 2: CASUALS SALARIES (ACADEMIC STAFF)

LECTURING (per session)					
<p>A casual (non-fractional) staff member required to deliver a lecture (or equivalent delivery through other than face to face teaching mode) of a specified duration and provide directly associated non contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation will be paid at a rate for each hour of lecture delivered, according to the table below.</p> <p>The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of 7 days and any marking and student consultation reasonably contemporaneous with it.</p> <p>The term 'lecture' will mean any education delivery described as a lecture in a course or program outline, or in an official timetable issued by the employer.</p>					
DESCRIPTION		RATES			
		EB ROUND 5 - 1st Increase from Date: 17/03/2007	EB ROUND 5 - 2nd Increase from Date: 15/09/2007	EB ROUND 5 - 3rd Increase from Date: 15/03/2008	EB ROUND 5 - 4th Increase from Date: 07/06/2008
Lecturing Rate & Higher marking rate	Level B step 2	42.38	43.65	44.52	45.86
Rate applicable to all other duties	Level A step 2	30.23	31.13	31.76	32.71
PhD or full subject coordination	Level A step 6	36.15	37.23	37.98	39.12
Clinical Loading		13.43	13.84	14.11	14.54
Basic Lecture	(1 hour delivery + 2 hrs assoc. working time)	127.14	130.95	133.56	137.58
Developed Lecture	(1 hour delivery + 3 hrs assoc. working time)	169.52	174.60	178.08	183.44
Specialised Lecture	(1 hour delivery + 4 hrs assoc. working time)	211.90	218.25	222.60	229.30
Repeat Lecture	(1 hour delivery + 1 hr assoc. working time)	84.76	87.30	89.04	91.72
Clinical Standard Lecture	(1 hour delivery + 2 hrs assoc. working time + clin.ldg)	167.43	172.47	175.89	181.20
Clinical Repeat Lecture	(1 hour delivery + 1 hr assoc. working time + clin.ldg)	111.62	114.98	117.26	120.80

SCHEDULE 2: CASUALS SALARIES (ACADEMIC STAFF) – Cont.

TUTORIALS (per session)					
<p>A casual (non-fractional) staff member required to deliver or present a tutorial (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation will be paid at the rate for each hour of tutorial delivered or presented, according to the table below.</p> <p>The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of 7 days and any marking and student consultation reasonably contemporaneous with it.</p> <p>The term 'tutorial' will mean any education delivery described as a tutorial in a course or program outline, or in an official timetable issued by the employer, except in relation to musical activities.</p>					
DESCRIPTION		RATES			
		EB ROUND 5 - 1st Increase from Date: 17/03/2007	EB ROUND 5 - 2nd Increase from Date: 15/09/2007	EB ROUND 5 - 3rd Increase from Date: 15/03/2008	EB ROUND 5 - 4th Increase from Date: 07/06/2008
Normal/Standard Tutorial	(1 hour delivery + 2 hrs assoc. working time)	90.69	93.39	95.28	98.13
Repeat Tutorial	(1 hour delivery + 1 hr assoc. working time)	60.46	62.26	63.52	65.42
Normal Tutorial PhD/Subject Coordination	(1 hour delivery + 2 hrs assoc. working time)	108.45	111.69	113.94	117.36
Repeat Tutorial PhD/Subject Coord.	(1 hour delivery + 1 hr assoc. working time)	72.30	74.46	75.96	78.24
Medical Tutorial Grade A	(1 hour delivery + 2 hrs assoc. working time)	90.69	93.39	95.28	98.13
Medical Tutorial Grade B	1 hour delivery + 0.5 hr assoc. working time)	45.35	46.70	47.64	49.07
Dental Tutorial Grade A	(4 hrs PhD rate)	144.60	148.92	151.92	156.48
Dental Tutorial Grade B	(A + 15%)	166.29	171.26	174.71	179.95
Dental Tutorial Grade C	(B + 15%)	191.23	196.95	200.91	206.94
Dental Tutorial Grade D	(C + 20%)	229.48	236.34	241.10	248.33
MARKING (per hour)					
Standard Marking	(1 hr)	30.23	31.13	31.76	32.71
Standard Marking PhD/Subject Coordination	(1 hr)	36.15	37.23	37.98	39.12
High Level Marking (Supervising examiner)	(1 hr Level B)	42.38	43.65	44.52	45.86

SCHEDULE 2: CASUALS SALARIES (ACADEMIC STAFF) – Cont.

MUSICAL ACTIVITIES	RATES				
DESCRIPTION		EB ROUND 5	EB ROUND 5	EB ROUND 5	EB ROUND 5
		- 1st Increase from Date: 17/03/2007	- 2nd Increase from Date: 15/09/2007	- 3rd Increase from Date: 15/03/2008	- 4th Increase from Date: 07/06/2008
Musical Accompanying (within timetable teaching and assessment)	(1 hour delivery + 0.5 hr preparation)	45.35	46.70	47.64	49.07
Practical Examining (minimum engagement 2 hours)	Per hour	42.38	43.65	44.52	45.86
Music Auditioning	Per hour	30.23	31.13	31.76	32.71
Non-Degree Performance Teaching (1:1 Tuition)	(1 hour delivery + 1 hr preparation)	60.46	62.26	63.52	65.42
Non-Degree Performance Teaching (Small Ensemble – up to 10 students, Master classes/Workshops, Sectional Rehearsals)	(1 hour delivery + 1 hr preparation)	84.76	87.30	89.04	91.72
Degree Performance Teaching (1:1 Tuition, Small Ensemble – up to 10 students, Master classes/Workshops, Sectional Rehearsals)	(1 hour delivery + 1 hr preparation)	84.76	87.30	89.04	91.72
Medium Ensembles (more than 10 students and up to 25 students)	(1 hour delivery + 2 hrs assoc. working time)	90.69	93.39	95.28	98.13
Large Ensembles (more than 25 students)	(1 hour delivery + 2 hrs assoc. working time)	127.14	130.95	133.56	137.58
Other Required Academic Activity (e.g. attendance at meetings)	Per hour	30.23	31.13	31.76	32.71
Musical Tutorials (classes not related to a lecture series)	(1 hour delivery + 2 hrs assoc. working time)	90.69	93.39	95.28	98.13
OTHER (per hour)					
<p>For the purposes of this Clause, 'other required academic activity' will include work that a person, acting as or on behalf of the employer as a casual (non-fractional) staff member, requires the staff member to perform and that is performed in accordance with any such requirement, being work of the following nature:</p> <ul style="list-style-type: none"> • the conduct of practical classes, demonstrations, workshops, student field excursions; • the conduct of clinical sessions other than clinical nurse education; • the conduct of performance and visual art studio sessions; • musical coaching, repeteur ship, and musical accompanying other than with special educational service • development of teaching and subject material such as the preparation of subject guides and reading lists and basic activities associated with subject coordination; <ul style="list-style-type: none"> ◊ consultation with students; ◊ supervision; ◊ attendance at school/area and/or faculty meetings as required; and ◊ directed to attend at lectures and other teaching activities. <p>The above list is not intended to be exhaustive, but is provided by way of examples and guidance.</p>					
Other Required Academic Activity e.g. practicals, demonstrations, workshops, field excursions, attendance at lectures etc	(1 hr)	30.23	31.13	31.76	32.71
Other - PhD/Subject Coordination	(1 hr)	36.15	37.23	37.98	39.12

SCHEDULE 3: SALARIES (PROFESSIONAL STAFF)

BASE SALARIES	EB ROUND 5 - 1st Increase			EB ROUND 5 - 2nd Increase			EB ROUND 5 – 3rd Increase			EB ROUND 5 – 4th Increase		
	from Date: 17/03/2007			from Date: 15/09/2007			from Date: 15/03/2008			from Date: 07/06/2008		
	\$p.a.	\$f.n.	\$hr	\$p.a.	\$f.n.	\$hr	\$p.a.	\$f.n.	\$hr	\$p.a.	\$f.n.	\$hr
HEO 1	22,012	846.62	11.518577	22,672	872.00	11.863946	23,126	889.46	12.101518	23,820	916.15	12.464678
	25,471	979.66	13.328760	26,235	1,009.04	13.728462	26,760	1,029.23	14.003124	27,563	1,060.10	14.423171
*	28,616	1,100.61	14.974286	29,474	1,133.62	15.423333	30,064	1,156.30	15.731905	30,965	1,190.98	16.203810
	31,446	1,209.46	16.455259	32,389	1,245.73	16.948718	33,037	1,270.65	17.287807	34,028	1,308.77	17.806384
	31,801	1,223.12	16.641026	32,755	1,259.81	17.140241	33,410	1,285.00	17.482993	34,412	1,323.54	18.007326
	32,336	1,243.69	16.920984	33,306	1,281.00	17.428571	33,972	1,306.62	17.777080	34,991	1,345.81	18.310309
	32,871	1,264.27	17.200942	33,857	1,302.19	17.716902	34,534	1,328.23	18.071167	35,570	1,368.08	18.613291
HEO 2	23,761	913.88	12.433804	24,473	941.27	12.806384	24,963	960.12	13.062794	25,712	988.92	13.454736
	27,495	1,057.49	14.387567	28,319	1,089.20	14.819058	28,885	1,110.98	15.115338	29,752	1,144.31	15.568870
*	30,889	1,188.04	16.163810	31,815	1,223.67	16.648571	32,452	1,248.14	16.981429	33,425	1,285.59	17.490952
	33,944	1,305.54	17.762428	34,962	1,344.69	18.295133	35,661	1,371.58	18.660911	36,731	1,412.73	19.220827
	34,661	1,333.12	18.137624	35,701	1,373.12	18.681842	36,415	1,400.58	19.055468	37,507	1,442.58	19.626897
	35,374	1,360.54	18.510727	36,435	1,401.35	19.065934	37,164	1,429.38	19.447410	38,279	1,472.27	20.030874
	36,087	1,387.96	18.883830	37,170	1,429.62	19.450549	37,913	1,458.19	19.839351	39,050	1,501.92	20.434328
HEO 3	25,012	962.00	13.088435	25,762	990.85	13.480900	26,277	1,010.65	13.750392	27,066	1,041.00	14.163265
	28,942	1,113.16	15.145008	29,810	1,146.56	15.599388	30,407	1,169.48	15.911350	31,319	1,204.56	16.388619
*	32,515	1,250.59	17.014762	33,491	1,288.11	17.525238	34,160	1,313.87	17.875714	35,185	1,353.28	18.411905
	35,731	1,374.27	18.697541	36,803	1,415.50	19.258503	37,539	1,443.81	19.643642	38,665	1,487.12	20.232862
	36,980	1,422.31	19.351125	38,089	1,464.96	19.931450	38,851	1,494.27	20.330194	40,017	1,539.12	20.940345
	38,233	1,470.50	20.006803	39,380	1,514.62	20.607012	40,168	1,544.92	21.019362	41,373	1,591.27	21.649922
	39,484	1,518.62	20.661434	40,669	1,564.19	21.281528	41,482	1,595.46	21.706960	42,726	1,643.31	22.357928
	40,734	1,566.69	21.315542	41,956	1,613.69	21.954997	42,795	1,645.96	22.394035	44,079	1,695.35	23.065934
HEO 4	41,092	1,580.46	21.502878	42,325	1,627.88	22.148090	43,172	1,660.46	22.591313	44,467	1,710.27	23.268969
	42,340	1,628.46	22.155939	43,610	1,677.31	22.820513	44,482	1,710.85	23.276818	45,816	1,762.15	23.974882
	43,769	1,683.42	22.903715	45,082	1,733.92	23.590790	45,984	1,768.62	24.062794	47,364	1,821.69	24.784929
	45,199	1,738.42	23.652015	46,555	1,790.58	24.361591	47,486	1,826.38	24.848770	48,911	1,881.19	25.594453
HEO 5	46,271	1,779.65	24.212977	47,659	1,833.04	24.939299	48,612	1,869.69	25.437991	50,070	1,925.77	26.200942
	47,880	1,841.54	25.054945	49,316	1,896.77	25.806384	50,302	1,934.69	26.322344	51,811	1,992.73	27.111983
	49,667	1,910.27	25.990058	51,157	1,967.58	26.769754	52,180	2,006.92	27.305076	53,745	2,067.12	28.124019
	51,634	1,985.92	27.019362	53,183	2,045.50	27.829932	54,247	2,086.42	28.386709	55,874	2,149.00	29.238095
HEO 5/6	42,519	1,635.35	22.249608	43,795	1,684.42	22.917321	44,671	1,718.12	23.375720	46,011	1,769.65	24.076923
	43,593	1,676.65	22.811617	44,901	1,726.96	23.496075	45,799	1,761.50	23.965986	47,173	1,814.35	24.684982
	44,663	1,717.81	23.371533	46,003	1,769.35	24.072737	46,923	1,804.73	24.554160	48,331	1,858.88	25.290947
	51,810	1,992.69	27.111460	53,364	2,052.46	27.924647	54,431	2,093.50	28.482993	56,064	2,156.31	29.337520
	53,240	2,047.69	27.859759	54,837	2,109.12	28.695447	55,934	2,151.31	29.269492	57,612	2,215.85	30.147567
	54,671	2,102.73	28.608582	56,311	2,165.81	29.466771	57,437	2,209.12	30.055992	59,160	2,275.38	30.957614
	56,098	2,157.62	29.355311	57,781	2,222.35	30.236002	58,937	2,266.81	30.840921	60,705	2,334.81	31.766091
HEO 6	51,810	1,992.69	27.111460	53,364	2,052.46	27.924647	54,431	2,093.50	28.482993	56,064	2,156.31	29.337520
	53,240	2,047.69	27.859759	54,837	2,109.12	28.695447	55,934	2,151.31	29.269492	57,612	2,215.85	30.147567
	54,671	2,102.73	28.608582	56,311	2,165.81	29.466771	57,437	2,209.12	30.055992	59,160	2,275.38	30.957614
	56,098	2,157.62	29.355311	57,781	2,222.35	30.236002	58,937	2,266.81	30.840921	60,705	2,334.81	31.766091

* First step of adult rates.

Junior rates for HEO1, 2 and 3 are determined as a percentage of the first step of the relevant classification as follows:
18 years: 70%; 19 years: 81%; 20 years: 91%.

** Apprentices rates are determined as a percentage of the HEO3 salary scale as follows:
Step 1: 48%; Step 2: 42%; Step 3: 75%; Step 4: 88%; Step 5 (adult): 94%.

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

SCHEDULE 3: SALARIES (PROFESSIONAL STAFF) – Cont.

BASE SALARIES	EB ROUND 5 - 1st Increase			EB ROUND 5 - 2nd Increase			EB ROUND 5 – 3rd Increase			EB ROUND 5 – 4th Increase		
	from Date: 17/03/2007			from Date: 15/09/2007			from Date: 15/03/2008			from Date: 07/06/2008		
	\$p.a.	\$f.n.	\$hr	\$p.a.	\$f.n.	\$hr	\$p.a.	\$f.n.	\$hr	\$p.a.	\$f.n.	\$hr
HEO 7	57,168	2,198.77	29.915228	58,883	2,264.73	30.812664	60,061	2,310.04	31.429095	61,863	2,379.35	32.372057
	58,776	2,260.62	30.756672	60,539	2,328.42	31.679226	61,750	2,375.00	32.312925	63,603	2,446.27	33.282575
	60,561	2,329.27	31.690738	62,378	2,399.15	32.641549	63,626	2,447.15	33.294610	65,535	2,520.58	34.293564
	62,353	2,398.19	32.628467	64,224	2,470.15	33.607535	65,508	2,519.54	34.279435	67,473	2,595.12	35.307692
	64,137	2,466.81	33.562009	66,061	2,540.81	34.568812	67,382	2,591.62	35.260073	69,403	2,669.35	36.317635
HEO 8	64,316	2,473.69	33.655678	66,245	2,547.88	34.665097	67,570	2,598.85	35.358451	69,597	2,676.81	36.419152
	66,103	2,542.42	34.590790	68,086	2,618.69	35.628467	69,448	2,671.08	36.341183	71,531	2,751.19	37.431188
	67,891	2,611.19	35.526426	69,928	2,689.54	36.592360	71,327	2,743.35	37.324437	73,467	2,825.65	38.444270
	70,031	2,693.50	36.646259	72,132	2,774.31	37.745683	73,575	2,829.81	38.500785	75,782	2,914.69	39.655678
	72,355	2,782.88	37.862376	74,526	2,866.38	38.998430	76,017	2,923.73	39.778650	78,298	3,011.46	40.972266
HEO 9	75,036	2,886.00	39.265306	77,287	2,972.58	40.443223	78,833	3,032.04	41.252224	81,198	3,123.00	42.489796
	77,535	2,982.12	40.572998	79,861	3,071.58	41.790162	81,458	3,133.00	42.625850	83,902	3,227.00	43.904762
	80,392	3,092.00	42.068027	82,804	3,184.77	43.330194	84,460	3,248.46	44.196756	86,994	3,345.92	45.522763
HEO 10	83,045	3,194.04	43.456306	85,536	3,289.85	44.759812	87,247	3,355.65	45.655154	89,864	3,456.31	47.024594
	85,786	3,299.46	44.890633	88,360	3,398.46	46.237572	90,127	3,466.42	47.162219	92,831	3,570.42	48.577185
	88,617	3,408.35	46.372057	91,276	3,510.62	47.763475	93,102	3,580.85	48.718995	95,895	3,688.27	50.180534
Senior Managers												
Level 1	95,239	3,663.04	49.837258	98,096	3,772.92	51.332287	100,058	3,848.38	52.358974	103,060	3,963.85	53.929880
Level 2	106,949	4,113.42	55.964940	110,157	4,236.81	57.643642	112,360	4,321.54	58.796442	115,731	4,451.19	60.560440
Level 3	114,263	4,394.73	59.792255	117,691	4,526.58	61.586081	120,045	4,617.12	62.817896	123,646	4,755.62	64.702250

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

SCHEDULE 3: CASUALS SALARIES (PROFESSIONAL STAFF)

BASE SALARIES	EB ROUND 5 - 1st Increase from Date: 17/03/2007		EB ROUND 5 - 2nd Increase from Date: 15/09/2007		EB ROUND 5 - 3rd Increase from Date: 15/03/2008		EB ROUND 5 - 4th Increase from Date: 07/06/2008	
	\$p.a.	\$hr + 23% ##	\$p.a.	\$hr + 23% ##	\$p.a.	\$hr + 23% ##	\$p.a.	\$hr + 23% ##
HEO 1								
J18	22,012	14.17	22,672	14.59	23,126	14.88	23,820	15.33
J19	25,471	16.39	26,235	16.89	26,760	17.22	27,563	17.74
J20	28,616	18.42	29,474	18.97	30,064	19.35	30,965	19.93
*	31,446	20.24	32,389	20.85	33,037	21.26	34,028	21.90
	31,801	20.47	32,755	21.08	33,410	21.50	34,412	22.15
	32,336	20.81	33,306	21.44	33,972	21.87	34,991	22.52
	32,871	21.16	33,857	21.79	34,534	22.23	35,570	22.89
HEO 2								
J18	23,761	15.29	24,473	15.75	24,963	16.07	25,712	16.55
J19	27,495	17.70	28,319	18.23	28,885	18.59	29,752	19.15
J20	30,889	19.88	31,815	20.48	32,452	20.89	33,425	21.51
*	33,944	21.85	34,962	22.50	35,661	22.95	36,731	23.64
	34,661	22.31	35,701	22.98	36,415	23.44	37,507	24.14
	35,374	22.77	36,435	23.45	37,164	23.92	38,279	24.64
	36,087	23.23	37,170	23.92	37,913	24.40	39,050	25.13
HEO 3								
J18	25,012	16.10	25,762	16.58	26,277	16.91	27,066	17.42
J19	28,942	18.63	29,810	19.19	30,407	19.57	31,319	20.16
J20	32,515	20.93	33,491	21.56	34,160	21.99	35,185	22.65
*	35,731	23.00	36,803	23.69	37,539	24.16	38,665	24.89
	36,980	23.80	38,089	24.52	38,851	25.01	40,017	25.76
	38,233	24.61	39,380	25.35	40,168	25.85	41,373	26.63
	39,484	25.41	40,669	26.18	41,482	26.70	42,726	27.50
	40,734	26.22	41,956	27.00	42,795	27.54	44,079	28.37
HEO 4								
	41,092	26.45	42,325	27.24	43,172	27.79	44,467	28.62
	42,340	27.25	43,610	28.07	44,482	28.63	45,816	29.49
	43,769	28.17	45,082	29.02	45,984	29.60	47,364	30.49
	45,199	29.09	46,555	29.96	47,486	30.56	48,911	31.48
HEO 5								
	46,271	29.78	47,659	30.68	48,612	31.29	50,070	32.23
	47,880	30.82	49,316	31.74	50,302	32.38	51,811	33.35
	49,667	31.97	51,157	32.93	52,180	33.59	53,745	34.59
	51,634	33.23	53,183	34.23	54,247	34.92	55,874	35.96

- \$p.hr rates rounded to nearest cent.

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

SCHEDULE 3: CASUALS SALARIES (PROFESSIONAL STAFF) – Cont.

BASE SALARIES	EB ROUND 5 - 1st Increase from Date: 17/03/2007		EB ROUND 5 - 2nd Increase from Date: 15/09/2007		EB ROUND 5 - 3rd Increase from Date: 15/03/2008		EB ROUND 5 - 4th Increase from Date: 07/06/2008	
	\$p.a.	\$hr + 23% ##	\$p.a.	\$hr + 23% ##	\$p.a.	\$hr + 23% ##	\$p.a.	\$hr + 23% ##
HEO 6								
	51,810	33.35	53,364	34.35	54,431	35.03	56,064	36.09
	53,240	34.27	54,837	35.30	55,934	36.00	57,612	37.08
	54,671	35.19	56,311	36.24	57,437	36.97	59,160	38.08
	56,098	36.11	57,781	37.19	58,937	37.93	60,705	39.07
HEO 7								
	57,168	36.80	58,883	37.90	60,061	38.66	61,863	39.82
	58,776	37.83	60,539	38.97	61,750	39.74	63,603	40.94
	60,561	38.98	62,378	40.15	63,626	40.95	65,535	42.18
	62,353	40.13	64,224	41.34	65,508	42.16	67,473	43.43
	64,137	41.28	66,061	42.52	67,382	43.37	69,403	44.67
HEO 8								
	64,316	41.40	66,245	42.64	67,570	43.49	69,597	44.80
	66,103	42.55	68,086	43.82	69,448	44.70	71,531	46.04
	67,891	43.70	69,928	45.01	71,327	45.91	73,467	47.29
	70,031	45.07	72,132	46.43	73,575	47.36	75,782	48.78
	72,355	46.57	74,526	47.97	76,017	48.93	78,298	50.40
HEO 9								
	75,036	48.30	77,287	49.75	78,833	50.74	81,198	52.26
	77,535	49.90	79,861	51.40	81,458	52.43	83,902	54.00
	80,392	51.74	82,804	53.30	84,460	54.36	86,994	55.99
HEO 10								
	83,045	53.45	85,536	55.05	87,247	56.16	89,864	57.84
	85,786	55.22	88,360	56.87	90,127	58.01	92,831	59.75
	88,617	57.04	91,276	58.75	93,102	59.92	95,895	61.72

- \$p.hr rates rounded to nearest cent.

SCHEDULE 4: SALARIES (ENGLISH LANGUAGE TEACHERS)

4.1 The minimum salary levels payable to staff in the English Language Centre will be:

BASE SALARIES	EB ROUND 5 – 1st Increase from Date: 17/03/2007			EB ROUND 5 - 2nd Increase from Date: 15/09/2007			EB ROUND 5 - 2nd Increase from Date: 15/03/2008			EB ROUND 5 – 4th Increase from Date: 07/06/2008		
	\$p.a.	\$f.n.	\$hr	\$p.a.	\$f.n.	\$hr	\$p.a.	\$f.n.	\$hr	\$p.a.	\$f.n.	\$hr
1	42774	1645.15	22.383046	44057	1694.50	23.054422	44938	1728.38	23.515437	46286	1780.23	24.220827
2	43569	1675.73	22.799058	44876	1726.00	23.482993	45774	1760.54	23.952904	47147	1813.35	24.671376
3	45166	1737.15	23.634746	46521	1789.27	24.343799	47451	1825.04	24.830455	48875	1879.81	25.575615
4	46799	1799.96	24.489273	48203	1853.96	25.223967	49167	1891.04	25.728414	50642	1947.77	26.500262
5	49341	1897.73	25.819466	50821	1954.65	26.593930	51837	1993.73	27.125589	53392	2053.54	27.939299
6	51035	1962.88	26.705913	52566	2021.77	27.507064	53617	2062.19	28.057038	55226	2124.08	28.899006
7	52729	2028.04	27.592360	54311	2088.88	28.420199	55397	2130.65	28.988488	57059	2194.58	29.858189
8	54425	2093.27	28.479853	56058	2156.08	29.334380	57179	2199.19	29.920984	58894	2265.15	30.818420
9	56289	2164.96	29.455259	57978	2229.92	30.339089	59138	2274.54	30.946102	60912	2342.77	31.874411
10	58482	2249.31	30.602826	60236	2316.77	31.520670	61441	2363.12	32.151230	63284	2434.00	33.115646
11	60525	2327.88	31.671900	62341	2397.73	32.622187	63588	2445.69	33.274725	65496	2519.08	34.273155
12	62326	2397.15	32.614338	64196	2469.08	33.592883	65480	2518.46	34.264783	67444	2594.00	35.292517
Director of Studies												
1	66103	2542.42	34.590790	68086	2618.69	35.628467	69448	2671.08	36.341183	71531	2751.19	37.431188
2	67891	2611.19	35.526426	69928	2689.54	36.592360	71327	2743.35	37.324437	73467	2825.65	38.444270
3	70031	2693.50	36.646259	72132	2774.31	37.745683	73575	2829.81	38.500785	75782	2914.69	39.655678
4	72355	2782.88	37.862376	74526	2866.38	38.998430	76017	2923.73	39.778650	78298	3011.46	40.972266
Casual English Language Teachers												
Teaching	60.46			62.26			63.52			65.42		
Non	30.23			31.13			31.76			32.71		

Teaching = for each hour of face-to-face teaching performed.

Non = for each hour of non-teaching duties performed.

4.2 On appointment, a teacher will be placed on a salary level commensurate with the minimum salary level for their qualification and experience as set out in the Classification Standards Policy (English Language Teachers).

4.3 Category A commences at Level 4 with a maximum of Level 12
 Category B commences at Level 3 with a maximum of Level 12
 Category C commences at Level 2 with a maximum of Level 12
 Category D commences at Level 1 with a maximum of Level 9
 Category E sets out the duties of the Director of Studies

Provided that a Category D teacher who achieves Level 9 may be promoted beyond that level where they can demonstrate that they are able to carry out the full range of duties carried out by a Category A, B or C teacher.

4.4 Progression from one salary level to the next salary level will occur annually, up to the maximum salary level provided for in 3.1 subject to the gaining of new skills, continuing satisfactory conduct, diligence and performance of the staff member against the requirements established for the salary level.

4.5 Position of Responsibility Allowance

4.5.1 Where a Position of Responsibility is required, it will be determined in accordance with the English Language Teacher Categories.

4.5.2 There will be three levels of allowance at the following rates:

- (a) Position of Responsibility Allowance Level 1 \$1871
- (b) Position of Responsibility Allowance Level 2 \$3142
- (c) Position of Responsibility Allowance Level 3 \$4313

4.5.3 A teacher may be appointed to a Position of Responsibility for a period of up to 5 years.

4.5.4 A Position of Responsibility Allowance will be paid in addition to the substantive salary of the teacher appointed to the Position of Responsibility.

4.5.5 A Position of Responsibility Allowance will be paid at the level of experience and responsibilities required to be undertaken. This will be determined by the Director, Professional and Continuing Education in consultation with the Director of Studies.

SCHEDULE 5: LIST OF POLICIES COVERED BY CLAUSE 6

Preamble:

The policies (as replaced or varied from time to time) in this list have been identified pursuant to the publication of the Higher Education Workplace Relations Requirements (HEWRRs) by the Federal Government on 29 April 2005.

The HEWRRs require that workplace agreements must be "simple, flexible and principle-based documents". To comply with this requirement, details have been removed from The University of Adelaide Enterprise Agreement and placed in the following policies to ensure that matters previously negotiated continue to have effect, while compliance with the HEWRRs is maintained.

The conditions that applied immediately prior to the commencement of this Agreement for the Policies asterisked (**) below will continue to apply for the life of this Agreement.

Broadbanding Policy

Casual Employment Policy

Classification Standards Policy (Academic and Research Only Staff)**

Classification Standards Policy (English Language Teachers)**

Classification Standards Policy (Professional staff)**

Clinical Loadings Policy

Discipline Heads Policy

Head of School Appointment Policy

Journey Accident Insurance Policy**

Leave Policy**

Long Service Leave Policy**

Maternity/Adoption Leave Policy**

Moral and Intellectual Property Policy

Ancillary Redundancy Payments Policy**

Overseas Conference Leave Policy (Academic Staff)**

Planning and Development Review Policy

Promotion for Academic Staff and Titleholders Policy

Special Studies Program Policy (Academic Staff)**

Staff Complaints Policy**

Staff Files Policy**

Staff Rights Policy**

Supported Wage Provisions Policy

Workload Allocation Policy



01 August 2006

Agreement number: 06445159

THE UNIVERSITY OF ADELAIDE
The University of Adelaide
North Terrace
ADELAIDE SA 5000

Declaration Receipt - Union collective agreement

This receipt confirms that the Employment Advocate has received a declaration form from the employer, THE UNIVERSITY OF ADELAIDE, on 01 August 2006.

The employer has declared that a copy of a union collective agreement was lodged. The employer's declaration applies to the agreement named in the declaration form as THE UNIVERSITY OF ADELAIDE COLLECTIVE AGREEMENT 2006-2008. A union collective agreement starts operating on the date of lodgement.

Within 21 days of receiving this receipt, the employer must take reasonable steps to give copies of this receipt to all employees whose employment is subject to the union collective agreement at the time the employer receives this receipt. If the employer does not give copies of this receipt to these employees, an employer who is an individual may be liable for a penalty of up to \$3,300 and an employer who is a body corporate may be liable for a penalty of up to \$16,500.

The Australian Fair Pay and Conditions Standard, in the *Workplace Relations Act 1996*, sets five minimum conditions. The minimum conditions in the Standard will apply, if the conditions in the union collective agreement are less favourable to the employee. Additionally, certain protected award conditions are included in the union collective agreement, unless the agreement specifically excludes or changes these protected award conditions.

You should keep this receipt for your records. If you have any questions in relation to this receipt or the union collective agreement, please contact the Office of the Employment Advocate on 1300 366 632 and quote the agreement number at the top of this receipt.

More information about your rights and obligations is also available in the fact sheet, My Workplace Agreement.

Peter McIlwain
EMPLOYMENT ADVOCATE

