



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Flinders University
(AG2019/2598)

FLINDERS UNIVERSITY ENTERPRISE AGREEMENT 2019 TO 2022

Educational services

DEPUTY PRESIDENT MANSINI

MELBOURNE, 13 SEPTEMBER 2019

Application for approval of the Flinders University Enterprise Agreement 2019 to 2022.

[1] Flinders University has applied for approval of a single enterprise agreement known as the *Flinders University Enterprise Agreement 2019 to 2022* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Since the application was made, concerns were raised in relation to whether: the Agreement contravenes s.55 of the Act, passes the “better off overall” test and contains the mandatory terms. Further information was provided in relation to the concerns.

[3] Written undertakings were given in accordance with s.190 of the Act and are attached at Annexure A (Undertakings). The bargaining representatives did not oppose the Undertakings. I am satisfied that the Undertakings will not cause financial detriment to any employee covered by the Agreement and that the Undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement.

[4] The Applicant also applied to correct an error at clause 6.6.2 of the Agreement. In the circumstances, and having considered the views expressed by a bargaining representative, I consider that this correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[5] On the basis of the material contained in the application, amended Agreement page and further information provided on request of the Commission, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union, the Community and Public Sector Union (State Public Services Federation) SA Branch and the National Tertiary Education Industry Union, being bargaining representatives for the Agreement, have respectively given

notice under s.183 of the Act. In accordance with s.201(2) I note that the Agreement covers these organisations.

[7] The Agreement was approved on 13 September 2019 and, in accordance with s.54, will operate from 20 September 2019. The nominal expiry date of the Agreement is 30 June 2022.



DEPUTY PRESIDENT

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Note - this Agreement is to be read together with undertakings given by the employer. The undertakings are taken to be terms of the agreement. A copy of the undertakings can be found at the end of the agreement.



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SECTION A – ALL STAFF

Part 1 – Agreement Administration

1 TITLE

This Agreement will be referred to as the 'Flinders University Enterprise Agreement 2019 to 2022'.

2 APPLICATION

This Agreement will apply and be binding according to its terms on:

- 2.1 Flinders University.
- 2.2 Staff employed by Flinders University and classified as either Academic staff or Professional staff who work at one of the Flinders University campus locations, with the exception of:
 - 2.2.1 Vice-Chancellor, Deputy Vice-Chancellor, Pro Vice-Chancellor, Vice-President and Executive Dean, Vice-President and University Librarian; and
 - 2.2.2 Staff appointed to management positions with a salary no less than 120 percent of a Level E salary or a senior professional staff management position with a salary no less than 120 percent of a Level 10 salary and who are engaged on a senior management contract. The terms of this Agreement (other than this Clause) will not apply to these staff except in relation to annual leave, personal/carer's and compassionate leave, long service leave, parental leave and superannuation.
- 2.3 The National Tertiary Education Industry Union (NTEU), Community and Public Sector Union (CPSU) and Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU).

3 DEFINITIONS

In this Agreement:

- 3.1 'Academic staff' means staff who hold a continuing, convertible or fixed-term appointment and who are classified in accordance with the academic classification levels A-E or research staff whose salaries are tied to the academic classification levels, or staff holding a casual appointment who undertake work and are paid according to Schedule 5.
- 3.2 'AMWU' means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;
- 3.3 'Base rate of pay' means a staff member's fortnightly rate of pay arrived at by dividing the annual base salary by twenty six (26) pay periods. Can also be referred to as 'base salary'.
- 3.4 'Casual staff' means either a staff member who is engaged on an hourly basis to undertake professional staff duties (casual professional staff) or to undertake duties in accordance with the descriptors set out in Schedule 5 of this Agreement (casual academic staff).
- 3.5 'Continuous service' means employment where there has been no break in employment or term of engagement for a period of more than two (2) months, with the exception of periods of approved unpaid leave or a break in service as a result of the University timetable for end of year breaks where the staff member is reengaged for the following academic period. Although not breaking continuity of service, the actual period of any approved unpaid leave or break in service will not count as service for the purpose of accrual of entitlements or classification increments.
- 3.6 'CPSU' means the Community and Public Sector Union.
- 3.7 'Director, People and Culture' means the Director, People and Culture or a delegated Officer.
- 3.8 'Fair Work Act' means the Commonwealth Fair Work Act 2009 (as amended) and may be referred herein as "the Act".
- 3.9 'Family Member' means an immediate relative by blood, marriage, adoption, fostering, parenting, traditional kinship (including guardian, ward, grandparent, foster-grandparent, step-grandparent,

and in-law relative); or a person who stands in a bona fide domestic or household relationship with a staff member including same sex partner, or situations in which there is implied some dependency or support role for the staff member.

- 3.10 'Full pay' means a staff member's fortnightly rate of pay inclusive of rostered overtime, shift premiums and penalty rates and all-purpose allowances. Can also be referred to as 'full salary'.
- 3.11 'NTEU' means the National Tertiary Education Industry Union.
- 3.12 'Ordinary rate of pay' means a staff member's fortnightly rate of pay excluding overtime, shift premiums and penalty rates, but includes all purpose allowances. Can also be referred to as 'ordinary salary'.
- 3.13 'Parties' means the parties referred to in Clause 2.
- 3.14 'Part-time staff member' means a staff member who is engaged as such and who is appointed for a regular weekly period of less than the number of hours prescribed for full-time staff.
- 3.15 'Professional staff' means staff who hold a continuing or fixed-term appointment and who are classified in accordance with the professional staff classification descriptors or hold senior administrative appointments with conditions applying to professional staff.
- 3.16 'Representative' means a person nominated by choice (excluding a person who is a practicing legal practitioner), or a staff member of the University, or an officer or employee of a union, or an officer or employee of an employer industrial association.
- 3.17 'Scholarship' means those activities as defined by the TEQSA guidance note: 'Scholarship' as amended from time to time
- 3.18 'Staff member' means a person employed by the University, sometimes referred to as 'employee' or 'staff'.
- 3.19 'Supervisor' means the person to whom a staff member is formally responsible.
- 3.20 'The University' means 'Flinders University'.
- 3.21 'Unions' means the AMWU, CPSU and NTEU.
- 3.22 'UCC' means the University Consultative Committee' as defined at sub-Clause 12.3
- 3.23 'Union Representative' means a staff member who has been elected/assigned to a union position.
- 3.24 'Vice-Chancellor' means the person appointed to, or acting in, the position of Vice-Chancellor of the University or a delegated Officer with the authority to act for the Vice-Chancellor.
- 3.25 'Vice-President' means the person appointed to, or acting in, the position of Vice-President or equivalent, or any delegated officer with the authority to act for the Vice-President.
- 3.26 'Weekly rate of pay' means a staff member's annual base salary divided by fifty two (52). Can also be referred to as 'weekly salary'.
- 3.27 For the purpose of this Agreement, any position title referred to means the position so-named or its successor position.

4 PERIOD OF OPERATION

- 4.1 This Agreement will operate from seven days after the approval of the Agreement by the Fair Work Commission in accordance with the Act. The Agreement will have a nominal expiry date of 30 June 2022.
- 4.2 Negotiations for a new Agreement will commence no later than three (3) months prior to the nominal expiry date of this Agreement.
- 4.3 The parties agree not to pursue any further claims relating to the matters covered by this Agreement prior to its nominal expiry date, unless specifically contemplated in this Agreement.

5 RELATIONSHIP WITH OTHER AWARDS, AGREEMENTS AND POLICIES

- 5.1** This Agreement applies to the exclusion of all other agreements or industrial awards which may otherwise apply.
- 5.2** University policies, rules, procedures and guidelines, whether or not referred to in this Agreement, do not form part of this Agreement.

6 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 6.1** This clause constitutes the flexibility term required by section 202 of the *Fair Work Act*.
- 6.2** The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 6.2.1** the arrangement deals with one or more of the following matters: arrangements about when work is performed (clause 52) including the application of overtime rates (clause 51); and/or arrangements for the taking of Long Service Leave (clause 32) in a planned pattern of single days over an extended period; and/or arrangements to vary the minimum period of engagement for a casual professional staff member (clause 47); and
- 6.2.2** the arrangement meets the genuine needs of the University and staff member in relation to the matters mentioned in 6.2.1; and
- 6.2.3** the arrangement is genuinely agreed to by the University and the staff member.
- 6.3** The University must ensure that the terms of the individual flexibility arrangement:
- 6.3.1** are about permitted matters under section 172 of the *Fair Work Act*; and
- 6.3.2** are not unlawful terms under section 194 of the *Fair Work Act*; and
- 6.3.3** result in the staff member being better off overall than they would be if no arrangement was made.
- 6.4** The University must ensure that the individual flexibility arrangement:
- 6.4.1** is in writing; and
- 6.4.2** includes the name of the University and the staff member; and
- 6.4.3** is signed by the University and the staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and
- 6.4.4** includes details of:
- (i) the terms of the agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the staff member will be better off overall in relation to the terms and conditions of her or his employment as a result of the arrangement; and
- 6.4.5** states the day on which the arrangement commences.
- 6.5** The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed.
- 6.6** The University or staff member may terminate the individual flexibility arrangement:
- 6.6.1** by giving no more than 28 days written notice to the other party to the arrangement; or
- 6.6.2** if the University and the staff member agree in writing – at any time.

7 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

7.1 [Circumstances] As provided for in section 65 of the *Fair Work Act* a staff member, who meets one or more of the following circumstances, and who has completed at least 12 months continuous service, may request in writing a change in working arrangements:

7.1.1 is the parent, or has responsibility for the care, of a child who is of school age or younger;

7.1.2 is a carer (within the meaning of the Carer Recognition Act 2010);

7.1.3 has a disability;

7.1.4 is 55 or older;

7.1.5 is experiencing violence from a member of the employee's family; or

7.1.6 provides care or support to a member of their immediate family or household, who requires care or support because the member is experiencing violence from the member's family.

7.2 [Change sought] A change in working arrangements includes changes in hours of work, changes in patterns of work and changes in location of work.

7.3 [Request] The request must set out the details of the change sought and the reasons for the change. The University will formally respond in writing within 21 days.

7.4 [Refusal of Request] The University may only refuse a request on reasonable business grounds and the details for the reason must be provided in writing at the time of notifying the outcome.

8 REPRESENTATION AND ASSISTANCE

The University or an affected staff member may nominate a Representative to assist and/or represent them with any internal processes arising under this Agreement.

Part 2 – Work Environment

9 MUTUAL OBLIGATIONS

9.1 [Employment engagement] Prior to the commencement of employment the University will provide to each staff member a contract of employment which specifies the terms and conditions of their appointment. This will include start date (and finish date where relevant), commencement salary or rate of pay, the reporting relationship, and for non-casual appointments, the classification level, the appointment fraction, the length and terms of any probationary period and the broad responsibilities of the appointment reflected in a current position description.

[Continuing contingent-funded appointments] In addition, for continuing contingent-funded appointments, specification of the contingency upon the occurrence of which the term of the employment will expire.

[Fixed-term appointments] In addition, for fixed-term appointments, identification of the circumstances of the fixed-term appointment as referred to in Schedule 9.

[Casual appointments] In addition, for casual appointments, inclusion of terms and conditions as set out in Schedule 5 Clause 5.1.

9.2 The University, as the employer, has the duty to:

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

- ensure staff have access to the facilities, policies and procedures necessary to perform their jobs; and
- respect the rights and welfare of all staff, students and other persons who use the University; and
- provide a working and learning environment that is free from harassment and unlawful discrimination, and a culture where all members of the University community are treated with dignity, courtesy and respect. Workplace bullying and other forms of harassment will not be tolerated.

9.3 Staff members, as employees, have the duty to:

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

10 EMPLOYMENT SECURITY

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

11 ABORIGINAL AND TORRES STRAIT ISLANDER STAFF

11.1 The University remains committed to implementing its Indigenous Workforce Strategy (IWS) which is consistent with its strategic objectives and operational needs and is underpinned by the government funding guidelines. Through the implementation of the IWS, the University aims to increase the attraction and retention of Aboriginal and Torres Strait Islander people to the University workforce, to provide them with equitable employment opportunities across the University, and to increase their representation, participation and career development opportunities within the University.

11.2 The University will use its best endeavours to achieve, by the nominal expiry date of the Agreement, Aboriginal and Torres Strait Islander employment of 3% of full-time equivalent University staff at the date of operation of the Agreement.

Failure to achieve this objective will not be regarded as a breach of the Agreement provided that the University has used reasonable endeavours to meet the objective.

11.3 The University will take active steps to review, improve and implement the aims expressed in the IWS, and to meet the objectives of 11.1 and 11.2 by:

- continuing to encourage and foster Aboriginal and Torres Strait Islander employment and participation at all levels of work activity;
- continuing to encourage and facilitate Aboriginal and Torres Strait Islander staff members' participation in professional development opportunities and development of their own career strategies and goals; and
- ensuring the ongoing operation of the IWS Advisory Committee, which will monitor and report on the implementation of the IWS. The Committee will convene regularly over the life of this Agreement. The membership will include a staff member nominated by the Deputy Chair of the UCC, in consultation with the members of the UCC who have not been nominated by the Vice-Chancellor.

12 STAFF CONSULTATION

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

12.2 [Consultative Framework] Consultation may take various forms including:

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

12.3 [University Consultative Committee (UCC)]

12.3.1 [Purpose] The UCC will be the forum for formal consultation on matters, which may include:

- the implementation of this Agreement; or
- the further development of initiatives consistent with undertakings given in this Agreement; or
- matters of significant workplace change as defined in Clause 13.2 of this Agreement.

12.3.2 [Membership]

- Five (5) staff members nominated by the Vice-Chancellor, one of whom will be Chair.
- Five (5) staff members nominated by the Unions, one of whom will be Deputy Chair.

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

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

13 MANAGING CHANGE

13.1 [Principle] The University will consult with staff affected by major change, their representatives and with the UCC. In the case of redundancy, once a decision has been made, redundancies will be managed in accordance with clause 43.

13.2 [Definition of major change] 'Major change' which is likely to have a significant effect on staff members includes substantial changes in the composition, operation or size of the University work force or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or tenure opportunities; alteration to hours of work and/or regular roster; the restructuring of jobs and/or work areas including restructuring following a redundancy round; need for relocating employees to another workplace; and outsourcing of services.

13.3 [Consultation about initiating change] Where the University decides to implement a proposed 'major change', it will consult with affected staff members about the need for change and the development of a change process.

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

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

13.6 [Notification about implementing change] If a decision is taken to proceed with a major change proposal, the University will notify affected staff members and their representatives about the implementation of that change, particularly where the change is likely to have an impact on

the work, conditions or career prospects of staff. At all stages of the change process, the University will endeavour to avoid detrimental outcomes for affected staff.

14 REDEPLOYMENT

- 14.1 [Principles of redeployment]** The primary goal of the University is to consider measures to minimise or mitigate the adverse effects of redundancy and to identify suitable alternate employment where possible.
- 14.2 [Circumstances of redeployment]** The University may institute a redeployment process under the following circumstances:
- 14.2.1** where staffing needs of areas are declining; or
 - 14.2.2** to meet requirements for work-related rehabilitation programs and return to work programs; and/or
 - 14.2.3** as a last resort, to resolve matters of conflict or dispute where all other avenues of resolution have been exhausted.
- 14.3 [Period of Redeployment]** Where a professional staff member's position has been declared redundant, they will be offered a three month redeployment period. Where an academic staff member's position has been declared redundant, they will be offered a six week redeployment period.
- 14.4 [Meaningful work]** During the redeployment period, the University will make every effort to provide a redeployee with meaningful work commensurate with their skills and substantive classification.
- 14.5 [Retention of existing salary during redeployment period]** A redeployee will retain their existing salary, classification and incremental step during the redeployment period.
- 14.6 [Suitable alternate employment]** Where a suitable alternate position becomes available for a redeployee, that redeployee will be considered and be skills matched to the position before the commencement of open recruitment processes. Where more than one redeployee is skills matched to the position, applications will be quarantined to the relevant cohort and appointment will be subject to a merit based selection process.
- 14.7 [Redeployment, relocation and retraining]** The University will redeploy a staff member to another suitable position where available as a means of mitigating the effects of redundancy. During any redeployment period, the University will provide the redeployee with appropriate on-the-job or external training. A staff member will not unreasonably decline to accept redeployment, relocation, training or retraining.
- 14.8 [Salary upon redeployment]** Except as provided for at 14.9, or under workers' compensation legislation, the redeployee's salary following redeployment will be that of the new position to which they have been appointed under this process.
- 14.9 [Transfer to lower level position]** Where a redeployee agrees to accept a position at a lower classification, they will be appointed to the highest step of the new classification and salary will be maintained at the level of the previous substantive position for a period of twelve months.
- 14.10** The University will ensure that, as a result of redeployment, the redeployee is not unduly disadvantaged and that their personal circumstances are taken into consideration.
- 14.11 [Circumstances of declaring staff member surplus]** Where a redeployee declines a formal offer of redeployment to a suitable alternate position, or no suitable alternate position is available, or the redeployee is unsuccessful in seeking a position within the defined redeployment period, the University will declare that redeployee surplus. Under these circumstances, for professional staff, the same termination benefits will be applied as those provided for under the voluntary redundancy provisions.

15 GRIEVANCES

- 15.1 The grievance process will be conducted in accordance with the principles of natural justice and procedural fairness.
- 15.2 **[Definition]** A grievance is a complaint which arises as the result of a behaviour or action of another member or members of staff, or matters that adversely affect a staff member's ability to undertake their duties and may include complaints relating to unlawful discrimination, harassment, victimisation or bullying.
- 15.3 **[Exclusions]** This clause does not apply to matters that are covered by alternative University review or appeal procedures nor to the outcome of a merit-based selection process except where there has been a procedural error in the selection process.
- 15.4 **[Resolution]**
- 15.4.1 Where feasible, a staff member is expected to initially seek to resolve a grievance informally with the staff member against whom the grievance rests or by approach to that staff member's supervisor.
- 15.4.2 Where a staff member feels that their grievance has not been resolved under 15.4.1, they may seek to lodge a formal grievance.
- 15.5 **[Formal Process]**
- 15.5.1 **[Initial step]** Where a staff member lodges a formal grievance, they will submit the matter in writing to the staff member's supervisor or the relevant Dean (People and Resources) or relevant portfolio Director, who will consider the matter with a view to resolution and will provide written advice as to the action taken/to be taken regarding the matter. The written advice will normally be provided within five (5) working days of the matter having been raised.
- 15.5.2 **[Second step]** Where a grievance is not resolved at 15.5.1, at the request of either party, the Vice-President Executive Dean or relevant portfolio Vice-President will consider the matter with a view to resolution and will provide written advice as to the action taken/to be taken regarding the matter. The written advice will normally be provided within five (5) working days of the matter having been raised.
- 15.5.3 **[Third step]** Where a grievance is not resolved at 15.5.1 or 15.5.2, at the request of either party, the Director People and Culture will, within five (5) working days unless agreed otherwise, convene a meeting between the parties in an attempt to conciliate the matter.
- 15.5.4 The Director People and Culture will attempt to resolve the matter within five (5) working days of the first meeting between the parties. Any resolution will be in writing.
- 15.5.5 Where a staff member seeks to remedy the grievance in a forum external to the University, the staff member will no longer have access to these grievance procedures for that particular matter.
- 15.6 **[Request an Internal Review]** Where resolution is not reached at 15.5.4, a staff member may request a review by an individual Internal Reviewer.
- 15.6.1 A staff member may be assisted by a representative as defined at 3.16.
- 15.6.2 The Internal Reviewer will be a staff member agreed between the University and the Unions.
- 15.6.3 **[Selection of Internal Reviewer]** A pool of Internal Reviewers will be established by agreement between the University and the Unions. Once initially established, the University and the Unions may add additional Reviewers to the pool by agreement.

The pool will be reviewed annually with either party having a right to remove a Reviewer from it.

The Internal Reviewer will not:

- have a personal or professional interest in the outcome of the review;
- have been involved in any way in the process;
- hold a position in the same College or Portfolio as the staff member applying for the review.

15.6.4 [Review Process] The Internal Reviewer will:

- 15.6.4.1** make a determination based only on written submissions. The material that the Internal Reviewer will base their determination upon will be limited to the staff member's application and supporting documentation and any written response by the University;
- 15.6.4.2** seek additional information or material from the staff member or University as they think fit;
- 15.6.4.3** act quickly, fairly, impartially and confidentially;
- 15.6.4.4** apply the principles of natural justice and procedural fairness;
- 15.6.4.5** provide the staff member with a copy of any response by the University;
- 15.6.4.6** give the staff member the opportunity to provide a written reply to the University's response within five (5) working days; and
- 15.6.4.7** provide a written report of their finding(s) to the Vice-Chancellor, who will consider the Reviewer's report and make a determination taking into consideration the findings of facts. The report will be provided to the complainant at the same time.

15.6.5 The Internal Reviewer does not have any decision-making authority.

15.7 A person who lodges a grievance will not be treated unfairly or victimised because of the grievance nor will anyone dealing with the grievance be coerced or intimidated in any way.

16 DISPUTE SETTLEMENT

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

16.2 [Scope] A dispute cannot be notified where a staff member has already accessed an appeal or review mechanism relating to the same matter.

16.3 [Initial step] In the first instance, where a dispute is raised by a staff member (and/or, the staff member's representative, or a relevant union), they will submit the matter in writing to the staff member's supervisor or the relevant Dean (People and Resources) or relevant portfolio Director, who will consider the matter with a view to resolution and will provide written advice as to the action taken/to be taken regarding the matter. The written advice will normally be provided within five (5) working days of the matter having been raised.

16.4 [Second step] Where a dispute is not resolved at 16.3, at the request of either party, the Vice-President Executive Dean or relevant portfolio Vice-President will consider the matter with a view to resolution and will provide written advice as to the action taken/to be taken regarding the matter. The written advice will normally be provided within five (5) working days of the matter having been raised.

- 16.5 [Third step]** Where a dispute is not resolved under 16.3 or 16.4 above, at the request of either party to the dispute, the Director, People and Culture will, within five (5) working days, unless agreed otherwise convene a meeting between the parties to the dispute in an attempt to conciliate the matter.
- 16.6** The Director People and Culture will attempt to resolve the matter within five (5) working days of the first meeting between the parties to the dispute. Any resolution will be in writing.
- 16.7** The internal processes described in 16.3 to 16.6 will lapse if the staff member ceases to be employed by the University.
- 16.8 [Referral of dispute to the Fair Work Commission]** Should the dispute not be resolved by the processes referred to in 16.3 to 16.6, or in exceptional circumstances, the matter may be referred by either party to the dispute to Fair Work Commission (FWC) for resolution.
- 16.8.1** FWC may deal with the dispute in two stages:
- (i) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if FWC is unable to resolve the dispute at the first stage, FWC may then arbitrate the dispute and make a determination that is binding on the parties. If FWC arbitrates the dispute, it may also use the powers available to it under the *Fair Work Act*.
- 16.8.2** Subject to the University or the staff member or Union exercising a right of appeal against the decision of the Full Bench of the FWC in accordance with the requirements of the *Fair Work Act*, a decision of the FWC is binding on the parties to the dispute.
- 16.8.3** Subject to the University or staff member or union exercising a right of appeal or review against the decision to any other Court where jurisdiction is granted, a decision of the Full Bench of the FWC is binding on the parties to the dispute
- 16.9 [Referral of an unresolved dispute to another person or body]** Alternatively, where a dispute has not been resolved by the processes referred to in 16.3 or 16.5, or in exceptional circumstances, and if the parties to the dispute so agree during that period, the parties may agree to seek assistance from another person or body other than FWC.
- Further, a staff member may also submit the same dispute to any other external agency that is competent to handle such matters. In this instance, the matter will be dealt with according to rules and procedures of the external agency concerned and the matter ceases to be a dispute in accordance with this Agreement.
- 16.10 [Action pending outcome]** Until all procedures described in this clause have been exhausted, work will continue in the normal manner, (except where the matter under dispute relates to a bona fide safety matter) and the University will not change work, staffing, or the organisation of work which is the subject of the dispute, nor take any other action likely to exacerbate the dispute.

17 STAFF SUPERVISORS

- 17.1 [Supervisor training]** A staff member who is appointed to a position with supervisory responsibilities will be required to undertake appropriate training unless agreed otherwise on the basis that the staff member demonstrates evidence of recent equivalent training/experience.
- 17.2** Each academic staff member shall have a nominated supervisor. Supervisors will provide academic and administrative leadership to staff and will receive appropriate training as required, to undertake this function. Academic staff may request the nomination of an alternative supervisor. An alternative supervisor should play a leadership role in the academic discipline area of the staff member concerned.

18 INTELLECTUAL PROPERTY

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

18.2 The policy will address how originators and the University will benefit equitably.

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

18.4 The University will abide by the principle of moral rights by taking reasonable steps to ensure that:

18.4.1 the rights of originators to attribution of their work are respected; and

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

19 INTELLECTUAL AND ACADEMIC FREEDOM

19.1 Consistent with the principles of intellectual freedom, and subject to meeting their employment obligations, as expressed in Clause 9 of this Agreement, staff members have the right to:

- pursue critical and open inquiry;
- participate in public debates and express opinions about issues and ideas related to their academic and professional areas, which notwithstanding the University's intellectual property rights, will ordinarily include rights to publish the results of their work;
- participate in public debates about higher education issues as they affect their institution and higher education issues generally;
- participate in collegial processes within the University;
- participate in professional and representative bodies.

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

19.3 Notwithstanding the rights expressed in 19.1 and 19.2 above, staff members do not have the right to harass, vilify or intimidate.

20 INDUSTRIAL RELATIONS

20.1 **[Union Representatives]** A staff member who has been appointed as a union representative will be allowed reasonable time off during working hours to represent members of their union in regards to processes and matters under this Agreement. Any time release arrangements for the elected President of the NTEU will be dealt with through an exchange of letters between the Union and the University.

20.2 **[Notice Boards]** A union party to this Agreement will be granted reasonable access to University notice boards for the display of notices of, or relating to, its affairs authorised by a responsible official of such association. The Vice-President Corporate Services, or delegate, may forbid any offensive or improper notice, or cause it to be removed.

PART 3 – Remuneration

21 SALARY

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

\$2,100	6 July 2019*
1.7%	4 July 2020*
1.8%	3 July 2021*
1.9%	2 July 2022*
*the first day of the first full pay period on or after 1 July	

21.2 [Rates of Pay]

21.2.1 [Full-time staff] The rates of pay for full-time staff will be as specified in the relevant tables in Schedules 1 and 3 (professional staff) and Schedule 4 (academic staff) of this Agreement.

21.2.2 [Casual staff] The rates of pay for casual employees will be as specified in Schedule 2 (casual professional staff) and Schedule 5 (casual academic staff) of this Agreement.

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

21.3 [Supported Wage Rate for a staff member with a disability]

The Commonwealth Government's 'Supported Wage System' to promote employment for people who are unable to perform because of a disability, or the range of duties to the competence level required within the classification level for which the staff member is engaged, is endorsed by the University.

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

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

21.5 [Salary Sacrifice]

21.5.1 A staff member may request that part of their salary be used to provide benefits on a salary sacrifice basis.

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

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

21.5.4 The applicable classification salary rates specified in the Schedules to this Agreement or such higher rate as has been identified as superannuable and specified in the staff member's contract of employment will be used as the basis for calculating the following:

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

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

21.6 [Deductions from salaries] The University will make and/or cease payroll deductions for approved purposes, such as health insurance and Union dues, upon written request from a staff member.

22 STAFF ALLOWANCES

22.1 [Rates] The rates for the allowances specified in 22.7 to 22.16 are set out in Schedule 7 of this Agreement. These rates will be adjusted in accordance with the salary increases set out in clause 21.

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

[Professional]

22.3 [Higher Duties Allowance]

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

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

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

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

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

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

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

- 22.3.8 [Allowance in conjunction with paid leave]** Where a staff member immediately prior to taking a period of approved paid leave, other than long service leave, undertakes the duties of a higher position, but does not resume such duties after the period of leave, the staff member will not receive a higher duties allowance for the period of leave.
- 22.3.9** An allowance granted under these rules will be regarded as salary for all purposes.
- 22.4 [Meal Allowances not including overtime meal allowance]** Where a staff member is required to be absent from the University and the absence does not extend overnight, reimbursement of the cost of meals incurred during such absence may be claimed up to the maximum specified by the Australian Taxation Office.
- 22.5 [Shift Allowance]**
- 22.5.1 [Payment]** A staff member who is required to undertake rostered shift work will receive an additional payment of 15 percent of the rate of remuneration provided for the classification concerned.
- 22.5.2 [Definition]** For the purposes of this clause, a shift will mean a complete rostered shift of ordinary hours commencing not earlier than 12 noon and finishing not later than 12 midnight.
- 22.6 [On-Call Allowance]**
- 22.6.1** To maintain essential services, a professional staff member may be required to remain contactable and be available to perform extra duty outside of the University's normal span of hours (i.e. 'on-call').
- 22.6.2 [Allowance]** A staff member who is required to be on-call will be paid an on-call allowance. This allowance will be paid as a percentage of the staff member's normal hourly rate of salary for each hour on-call as follows:
- Monday – Friday 7%
 - Saturday and Sunday 10%
 - Public Holiday and Rostered Day Off 15%
- 22.6.3 [Overtime]** The allowance payable applies only to the period 'on-call'. Overtime performed as a result of a call-out will be paid in accordance with the University's prevailing overtime provisions with the exception that the minimum payment will be one half-hour with the time to commence from receipt of the call and will apply for the period of work 'home to home' in cases where attendance is required.
- 22.6.4 [Definition of Salary]** A staff member's normal hourly rate of salary for the purposes of calculating an on-call allowance will include a higher duties allowance and any other allowances in the nature of salary.
- 22.6.5 [On-Call Criteria and Procedures]** The criteria and procedures for on-call will be determined from time to time in accordance with the operational needs of the University.
- 22.7 [Field Allowances]** A staff member on a field trip may be entitled to either camping allowance or field trip allowance, but not both.
- 22.7.1 [Camping Allowance]** Payable to a staff member on a field trip involving overnight camping in tents or similar makeshift accommodation.
- 22.7.2 [Field Trip Allowance]** Payable to a staff member who is required to stay overnight whilst on a field trip.
- 22.8 [Diving Allowance]** Payable to a staff member who is required to undertake diving duties.

22.9 [Duty at Sea]

22.9.1 [Duty at Sea Allowance] Payable to a staff member who is required to undertake duty at sea on a vessel requiring a coxswain's certificate, or higher certificate, for operation. The allowance will be paid per day or part thereof.

22.9.2 [Coxswain's Allowance] Payable to a staff member who is required to act as a coxswain when at sea and who holds the appropriate certification.

22.10 [Language Allowance] Payable to a staff member who is fluent in English and who is required to work on a regular basis in a language(s) other than English. An allowance applicable to the relevant standard set out below will be paid for each language:

22.10.1 [Language Allowance I]

- at least one-year post matriculation higher education in the language; and/or
- National Accreditation Authority for Translators & Interpreters (NAATI) Level One accreditation and certificate.

22.10.2 [Language Allowance II]

- A University major in the relevant language to second year or higher; or
- accreditation at NAATI Level 2 or higher; or
- demonstrated equivalent multi-language skills.

22.10.3 [Part-time staff] A part-time staff member will be paid the language allowance on a pro rata basis.

22.11 [Industry Allowance]

22.11.1 [Eligibility] An Industry Allowance will be paid to a staff member within the Maintenance Section where the position requires the staff member:

- to hold and use a trade qualification; and
- to operate in an autonomous and multi-skilled manner within the work area; and
- to work in hot, dirty and cramped conditions and to use equipment and/or chemicals from time to time.

22.11.2 [Payment of Allowance] Payable when the staff member has met the above criteria in the work area for 12 months (for the first component of the allowance) and for 24 months (for the second component of the allowance).

22.12 [Plumber's Allowance] Payable to a staff member who is a plumber and who is required to act on a Master Plumber's Certificate during the course of employment.

22.13 [First-Aid Coordinator's Allowance] Payable to a staff member who is nominated as the First-Aid Coordinator for a College / Portfolio. The allowance will not be payable during periods of approved leave in excess of four (4) weeks and will lapse where the staff member no longer holds a current First-Aid Certificate, or is appointed to a position in another College / Portfolio.

22.14 [Chief Fire Warden's Allowance] Payable to a staff member who is nominated as the Chief Fire Warden for a College / Portfolio. The allowance will not be payable during periods of approved leave in excess of four (4) weeks and will lapse where the staff member no longer holds the Chief Fire Warden position.

22.15 [Allowance in lieu of overtime (HEO8)] Payable to a staff member at HEO8 level who is directed to work a significant number of hours outside the normal span of hours as defined in 52.2. The allowance will be paid as a percentage of the HEO8 Step 3 annual salary and the arrangement will be reviewed with the staff member on an annual basis.

[Professional and Academic]

22.16 [Aboriginal and Torres Strait Islander Language Allowance] Payable to a staff member who is accredited to a fluent level in a recognised Aboriginal and Torres Strait Islander language by a relevant body and who is required by the University to utilise that language on a regular basis in the course of their duties. An allowance applicable to the relevant standard set out below will be paid:

22.16.1 [Aboriginal and Torres Strait Islander Language Allowance I] elementary level - appropriate for staff members who are capable of using a minimal knowledge of language for basic conversation

22.16.2 [Aboriginal and Torres Strait Islander Language Allowance II] advanced level – representing a level of ability for the ordinary purpose of general business, formal conversation, reading and writing.

22.16.3 [Part-time staff] A part-time staff member will be paid the allowance on a pro rata basis.

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

23 ANNUAL LEAVE LOADING

Each calendar year, all staff members, excluding casual staff, will be entitled to annual leave loading based on the number of completed months' service and the period of leave accrued within that year.

This loading will be equal to 17.5 percent of base salary on leave accrued at the salary rate applicable on the last pay day of that calendar year, subject to a maximum payment in accordance with criteria published by the Australian Bureau of Statistics in the August quarter preceding the date of accrual (for staff serving the full year) or in the August quarter of the preceding year for staff whose employment terminates prior to 31 December in any year.

24 SUPERANNUATION

24.1 [UniSuper Pty Ltd] For the life of the Agreement, the University will maintain the superannuation contributions and arrangements in place as at the date of approval of the Agreement. UniSuper Pty Ltd will continue to be the sole fund for employer contributions for all current and new staff except as provided for under the terms of its Trust Deed or the Deed of Covenant with the University or as provided for in 24.2.

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

24.3 [Employee contributions] All staff will be required to make such employee contributions as may be required by the scheme to which their contributions are allocated in accordance with 24.1 and 24.2.

24.4 [Changed Employer contributions] Staff on a fixed-term contract of less than two (2) years and staff on either a continuing appointment or a fixed-term contract with a fraction of less than 0.5 will be entitled to receive increased superannuation contributions to 17% contributions from the first day of the first full pay period on or after 31 December 2021.

Staff on higher superannuation contributions at the time of these changes will not be disadvantaged.

25 STAFF TRAVELLING FOR WORK

25.1 [Reasonable expenses] Continuing and fixed-term staff required to frequently travel intrastate, interstate or overseas, will be issued with a Flinders University corporate card. All reasonable business expenses incurred by the staff member may be charged to the corporate card. The staff member will use the applicable Australian Taxation Office reasonable travel expenses rates as a guide and must retain evidence of all expenses. The staff member is responsible for reconciling the card each month.

Infrequent travellers or staff travelling to remote areas will have alternative arrangements put in place to ensure all reasonable costs are covered by the University.

25.2 [Treatment of travel and work days]

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

25.2.3 [Weekends and public holidays] Work intrastate, interstate or overseas or associated travel which falls on a Saturday, Sunday or Public Holiday as defined in clause 35, will be recovered as time off in lieu at ordinary time.

25.2.4 [Rest/recovery days] While working intrastate, interstate or overseas, staff members are expected to take one (1) rest day for every five (5) consecutive days' work (excluding travel days).

25.2.5 [Standard daily hours] For each day travelling and/or working away from their usual place of employment staff members will be considered as not working more than 7.35 hours on any one (1) day.

25.3 [Frequent travel] Where a staff member is regularly required to undertake two (2) or more trips offshore each year, the University will contribute to the wear and tear replacement costs of luggage and other travel equipment.

26 INCAPACITY INTERIM SUPPORT PAYMENTS

26.1 [Staff applying for Incapacity] Where an incapacity application is made the University will offer interim support payments to a staff member, equivalent to the level of Temporary Incapacity Pension paid by the Superannuation Fund (i.e. normally 60 percent of the staff member's salary). Such payment will continue for a period of 13 weeks (inclusive of personal/carer's leave) or until the application for incapacity is determined by the Superannuation Fund, whichever is the earlier.

26.2 [Journey Accident Insurance] The University will maintain insurance for staff members in the event of either temporary total or partial disablement arising from their journey to or from work and will be determined in accordance with the Insurer's Policy.

PART 4 – Staff Development and Training

27 PERFORMANCE REVIEW AND DEVELOPMENT

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

27.2 [Scope] Supervisors will conduct performance reviews of their professional and academic staff who are employed on a continuing basis or on a fixed-term appointment which exceeds 12 months. Performance reviews will normally be conducted annually.

27.3 [Performance review objectives] Performance review objectives will be to:

- assist staff to develop and to provide them with reliable information on the University's expectation of conduct and performance;

- enable the supervisor to monitor, assess and provide feedback on performance in the reporting period and for work priorities, workload and performance expectations to be set and agreed for the next review period;
- assess the value of training undertaken in the reporting period and to identify professional training and development needs over the next review period;
- agree on plans for taking of annual leave, long service leave and any other leave;
- review the staff member's position description/statement of duties for currency and relevance; and
- for academic staff, ensure reasonable workload requirements are reflected in the academic annual work plan.

27.5 [Casual staff] The management of performance for casual staff will be in accordance with the University's Performance Management Guidelines for Casual Staff.

27.6 Documentation completed in the course of performance reviews will be retained on a confidential basis.

28 PROFESSIONAL STAFF DEVELOPMENT FUND

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

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

28.3 Access to the Professional Staff Development Fund will be based on the following criteria:

28.3.1 approval by the employee's immediate supervisor and the appropriate manager of the College/Portfolio;

28.3.2 employment on a continuing or fixed-term basis with six (6) months or more continuous service (not including casual service); and

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

29 INCREMENTAL PROGRESSION

29.1 Staff members who are in receipt of a salary which is less than the maximum step for their level/classification will be entitled to be considered for annual incremental progression through the steps within their level/classification.

29.2 [Incremental progression] Progression to the next incremental step is subject to satisfactory performance in the preceding 12 months.

29.3 [Delay of an increment] Where a staff member's performance is not at the expected standard, progression to the next step may be delayed to allow for improvement to be achieved. The staff member will be made aware of the supervisor's concerns about under performance and given the opportunity to improve to a satisfactory standard. The maximum deferral period will be six (6) months. If at the end of this period the performance is still not at the expected standard, the matter will be considered in accordance with the formal provisions of the University's discipline provisions for academic or professional staff, whichever is appropriate.

29.4 [Effect on increment date] Promotion (academic staff), reclassification (professional staff) to a higher level, leave without pay which does not count as service and delay of an increment may alter the staff member's incremental date.

PART 5 – Leave

30 ANNUAL LEAVE

30.1 [Entitlement] For each year of service a staff member (excluding casual staff) is entitled to four (4) weeks of paid annual leave (equivalent to 12.25 hours or one and two-thirds working days of paid leave for each completed month of service, pro rata for part-time staff. This entitlement accrues progressively during a year of service and accumulates from year to year.

30.3 [Professional staff]

30.2.1 [Application and approval] In advance of any annual leave period sought, all staff must obtain approval from their supervisor for the taking of any period of annual leave.

30.2.2 [Time of taking leave] Annual leave should normally be taken in the year in which it accrues.

30.4 [Academic staff]

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

30.4.2 [Alternative arrangements for taking leave] Notwithstanding 30.4.1, academic staff members may, by agreement with their supervisor, take annual leave at an alternative time. The University will not unreasonably refuse such an application for leave.

30.4.3 [Advance alert] The University will remind academic staff about the booking of annual leave and the option to make alternative arrangements, as described in 30.4.1 and 30.4.2. This reminder will normally occur annually in September each year.

[All staff]

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

30.6 [First year of service] During the first year of service, a staff member will not be permitted to take any greater period of annual leave than that accumulated. Subsequently, a staff member may apply to take annual leave in advance of entitlement up to a maximum of one (1) year's accrual.

30.7 [Conversion to personal/carer's leave] Where a staff member becomes ill for a period of not less than three (3) days while on annual leave, they will, subject to the availability of personal/carer's leave credits and the production of a medical certificate for the period of illness, be credited with the annual leave and have the personal/carer's leave debited for the approved number of working days.

30.8 [Fixed-term staff] Annual leave accrued by a staff member appointed on a fixed-term basis should normally be taken before the expiry date of that contract.

30.9 [Cash-out of excess annual leave] Where staff members have accrued in excess of 20 days annual leave they may apply to cash-out a particular amount of their excess leave on the following basis:

30.9.1 The minimum numbers of days to be cashed-out is 5 days and each request must be in blocks of 5 days.

30.9.2 The cash-out of leave must not cause a staff member's balance to fall below 20 days (pro rata for part-time staff).

30.9.3 Approval of applications for cash-out of excess annual leave are subject to the University's operational requirements.

30.9.4 Although a staff member may be eligible to apply to cash-out leave, the University has no obligation to grant the request.

31 PERSONAL/CARER'S AND COMPASSIONATE LEAVE

31.1 [Definitions] For the purpose of these provisions:

- 'personal illness' means that a person is unfit for duty and includes personal injury but does not include any injury for which compensation is payable under the *Workers Rehabilitation and Compensation Act, 1986 (SA)* as amended.
- 'family member' is defined at 3.9

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

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

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

31.4.1 because the staff member is not fit for work because of a personal illness;
or

31.4.2 to provide care or support to a member of the staff member's family who requires care or support because of:
(i) a personal illness, or injury, affecting that person; or
(ii) an unexpected emergency affecting that person.

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

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

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

31.7.1 [Taking unpaid carer's leave] Staff members may take unpaid carer's leave for a particular permissible occasion as a singular period of up to two (2) days or any separate periods to which the staff member and their supervisor agree;

31.7.2 [Discretion to convert annual leave and/or long service leave to provide payment during a period of unpaid carer's leave] A staff member accessing unpaid carer's leave for the purposes of this clause 31.7 may apply to take up to two (2) days of their accrued entitlement to annual leave or long service leave per occasion.

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

- (i) contracts or develops a personal illness that poses a serious threat to that person's life; or

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

31.9 [Taking compassionate leave]

31.9.1 A staff member may take compassionate leave for a particular permissible occasion if the leave is taken:

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

31.9.2 A staff member may take compassionate leave for a particular permissible occasion as:

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

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

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

31.11 [Notice and evidence requirements]

31.11.1 [Notifying the University] Staff members taking leave under this clause must give their supervisor notice as soon as possible (which may be at a time after the leave has commenced) and must indicate the period or expected period of the leave.

The expectation is that they will normally inform the University of their inability to attend for duty within 24 hours of normal commencement of duty.

31.11.2 [Evidence] A staff member who has taken leave under this clause must, if required to do so by the University, provide evidence that would satisfy a reasonable person that the leave has been taken for the reason specified in either of clauses 31.4, 31.7 and 31.8.

In the case of:

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

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

31.12 [Personal/carer's leave not paid out] Personal/carer's leave is not paid out on cessation of employment.

32 LONG SERVICE LEAVE

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

- 32.1.1** Staff members accrue long service leave in hours at the rate of 47.78 hours (equivalent to 6.5 working days) for each completed year of service, pro rata for part-time staff.
- 32.1.2** Staff employed by SACAE at the time of the merger with the University (1 January 1991) will accrue leave at the rate specified in 32.1.1 but increasing to 79.38 hours (equivalent to 10.8 working days) per year, pro rata for part-time staff, after 15 years of service.
- 32.2** **[Continuity of service]** For the purposes of this clause only, continuity of service will not be affected by the following:
- 32.2.1** a break in service caused by the University where an employee is re-employed under an order of a court or commission, unless the court or commission orders otherwise;
- 32.2.2** a break in service caused by the University in an attempt to avoid an obligation or liability imposed on the University by an act, award, agreement or scheme relating to long service leave;
- 32.2.3** absence from work in accordance with the contract of service;
- 32.2.4** absence from work because of illness, injury, long service leave or annual leave;
- 32.2.5** absence from work because of any other kind of approved leave;
- 32.2.6** the standing down of an employee by the University because of slackness in trade where they are subsequently re-employed by the University;
- 32.2.7** a break in service as a direct or indirect result of an industrial dispute where the employee returns to work in accordance with the terms of settlement of the dispute or is re-employed by the University when the dispute is settled; and
- 32.2.8** any other break in service caused by the University where the worker returns to work or is re-employed by the University as defined at 3.5.
- 32.3** **[Eligibility to take long service leave]** A staff member will be eligible to take long service leave upon accruing an entitlement of 334.43 hours (45.5 working days), pro rata for part-time and casual staff, which is equivalent to the completion of seven (7) years of continuous paid service, and to apply to take subsequent periods of long service leave when that staff member has accumulated an entitlement to 36.75 hours (five (5) working days), pro rata for part-time and casual staff.
- 32.4** **[Recognising prior service]** Prior continuous paid service, where recognised by the releasing employer as carrying entitlement to long service leave, will normally be recognised in accordance with 32.4.1 to 32.4.7, subject to there being no break of eight (8) weeks or more between service at Flinders University and the staff member's relevant prior appointment. Recognition of prior service does not apply to casual staff.
- 32.4.1** **[Australian universities]** The University will recognise prior continuous paid service within other Australian universities towards long service leave entitlement.
- 32.4.2** **[Other higher education institutions]** The University will recognise prior continuous paid service within Australian higher education institutions other than universities for staff members taking up appointment within the University on or after 1 June 1988.
- 32.4.3** **[Other organisations]** For staff members taking up appointment within the University on or after 13 December 1991, the University will also recognise all prior continuous paid service within the following organisations:
- South Australian Public Service;
 - Commonwealth Public Service;
 - Universities Australia and its predecessor body; and
 - other inter-university bodies, and South Australian Statutory Authorities.

Prior service with these organisations will not accrue a long service leave entitlement but will be considered as qualifying service for determining when the staff member is eligible to take long service leave.

- 32.4.4** If a staff member has been paid in lieu of long service leave or has taken long service leave prior to commencing appointment at the University, this period of leave will be deducted from any entitlement due or service recognised.
- 32.4.5 [Fixed-term appointments]** Recognition of prior service will not apply to staff members on fixed-term appointments funded from external sources which make no provision for the transfer of long service leave credits from one institution to another.
- 32.4.6 [Application for recognition of prior service]** New staff members seeking recognition of prior service with previous employers, must do so in writing, within six (6) months of commencing employment at the University.
- 32.4.7 [Minimum period of service with the University]** Notwithstanding 32.3, a staff member will be required to serve at least (3) years with the University before being permitted to take accrued long service leave or to receive payment in lieu of long service leave accrued, unless the University determines otherwise.
- 32.5 [Payment while on long service leave]** Payment for long service leave will be at the staff member's ordinary rate of pay.
- 32.6 [Application and approval]** In advance of any long service leave being taken, all staff must, in a manner decided by the University, apply for and obtain approval from their supervisor for the taking of any period of long service leave. A staff member who has accumulated excess leave may be directed by their supervisor to take leave within a reasonable time period, as provided for in clause 32.9.
- 32.7 [Half-pay]** A staff member may apply to take long service leave on half pay.
- 32.8 [Minimum period]** The minimum period of long service leave which can be taken is a single day.
- 32.9 [Management of excess long service leave]**
- 32.9.1 [Plan for taking long service leave]** Where staff member's entitlements exceed 65 days (477.75 hours), they will be required to provide a plan for taking long service leave to be agreed with the University.
- 32.9.2 [Direction to take long service leave]** Where a staff member has reached an accumulated entitlement exceeding 80 working days (588 hours), pro rata for part-time staff, and has not complied with 32.9.1, the University may direct that staff member to take long service leave, within a reasonable time period, so as to reduce the accumulated entitlement to 65 working days or below (477.75 hours), pro rata for part-time staff.
- 32.10 [Conversion of long service leave to personal/carer's leave]** Where staff members become ill while on long service leave for a period of not less than three (3) consecutive working days, they will, subject to the availability of personal/carer's leave and the production of a medical certificate for the period of illness, be credited with these periods of time which may be taken as personal/carer's leave instead. The ability to convert long service leave to personal/carer's leave is not available where the absence immediately precedes retirement.
- 32.11 [Employment during long service leave]** A member of staff will not undertake any employment for hire or reward during a period of long service leave.
- 32.12 [Payment in lieu of long service leave]** Payment in lieu of long service leave accrued but not taken will be made where:

- 32.12.1** a staff member has become eligible to take long service leave and resigns, or the staff member's employment terminates except for any reason other than serious misconduct; or
- 32.12.2** where not less than five (5) years of service carrying entitlement to long service leave has been completed and the staff member dies, or is considered by the relevant superannuation body to be totally and permanently incapacitated, or is declared redundant under the relevant redundancy provisions of this Agreement.
- 32.13 [Cash-out of excess long service leave]** Cash-out of long service leave entitlement in excess of 334.43 hours (equivalent to 45.5 working days), pro rata for part-time staff, may be taken subject to supervisor approval and to:
- 32.13.1** a minimum block of five (5) working days' long service leave being taken in conjunction with the cash-out; and
- 32.13.2** a plan being submitted and approved to reduce entitlement to below 334.43 hours (45.5 working days), pro rata for part-time staff. For academic staff, this may include being required to attach a period of long service leave to an Outside Studies or Overseas Conference absence; and
- 32.13.3** a maximum cash-out of four (4) weeks' long service leave at any one (1) time.

33 PARENTAL LEAVE

- 33.1 [Eligibility and entitlement]** Any full-time or part-time staff member who completes 12 months or more of continuous service with the University before the expected date of birth or placement of a child is entitled to 52 weeks' parental leave. The period of parental leave will be comprised as follows:

Type	Paid Component	Unpaid Component
Primary Carer	18 weeks	34 weeks
Antenatal	8 days*	-
Adoption	18 weeks	34 weeks
Adoption (pre-placement)	-	5 days*
Partner	3 weeks at the time of the birth or adoption	
Medically defined late pregnancy miscarriage or stillbirth	8 weeks	44 weeks

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

For leave that is Primary Carer, Adoption, or Medically defined late pregnancy miscarriage or stillbirth, the paid component will be the first 18 or 8 weeks of the total period of leave (as applicable).

- 33.2** A staff member who reaches their first anniversary date with the University during the first 18 or 8 weeks of absence respectively (as prescribed in the table above) is deemed to have completed 12 months service. The staff member will be entitled to payment from the date of completion of the 12 months' service for the balance of the 18 or 8 weeks' absence. The remainder of the 52 weeks' parental leave will be unpaid.
- 33.3** A staff member who has been employed by the University for a continuous period of less than 12 months at the expected date of birth or adoption is entitled to 52 weeks' unpaid primary carer leave. A staff member who does not meet the 12 month service requirement is not entitled to partner or adoption leave, but may apply for leave without pay under the University's normal provisions for such leave.

- 33.4 [Casual staff]** Casual staff members who are eligible under section 67(2) of the *Fair Work Act* are entitled to Parental Leave under this clause on an unpaid basis only. All casual staff members must comply with the requirements of 33.8 with respect to working before the expected birth and resuming employment afterwards.
- 33.5 [Transfer to safe job]** Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the pregnant employee make it inadvisable for the employee to continue in her present duties, the duties will be modified or the employee may be transferred to a safe position at the same classification level until the commencement of maternity leave.
- 33.6 [Both partners employed by University]** Where both partners are employed by the University and wish to take parental leave, they will be eligible to take up to eight (8) weeks unpaid parental leave at the same time in addition to the three (3) week's paid leave at the time of birth or adoption. The combined period of each partner's leave must not exceed 52 weeks.
- 33.7 [Interruption of parental leave]** Entitlement to parental leave does not depend on that leave being continuous. A staff member who, for any reason, returns to work after taking less than the full entitlement for primary carer or adoption leave (either paid or unpaid) may apply to take the balance of the leave later within the 52 week period.
- 33.8 [Fitness for Work]** A medical certificate of fitness for work from a registered medical practitioner or a certificated midwife must be provided if the staff member wishes to remain at work within the six (6) weeks prior to the expected date of birth or recommence duties within the first six (6) weeks after the birth.
- 33.9 [Antenatal leave]** Antenatal leave is available during the pregnancy and up to the time of commencing primary carer leave for reasons associated with the pregnancy.
- 33.10 [Adoption leave, pre-placement]** Unpaid leave pre-dating the child's placement is available to a staff member to attend interviews, workshops, court attendances or medical examinations required for the purpose of adopting a child. Where both partners are employed by the University, this leave is available to each staff member at the same time.
- 33.11 [Employment during paid parental leave]** A staff member will not be permitted to engage in any employment for additional pay during any period of paid parental leave, including parental leave on half-pay.
- 33.12 [Payment for paid parental leave]** Payment for parental leave will be at the staff member's ordinary rate of pay and will be subject to adjustments for salary increments or increases during the period of paid leave.
- 33.13 [Half-pay]** Paid primary carer or adoption leave may be taken on half pay, in which case the period of paid leave will be doubled. All entitlements will accrue at the appropriate pro rata rate during this period. The maximum period of 52 weeks' total leave available will not be altered or extended by this arrangement.
- 33.14 [Other leave]** Annual leave and long service leave may be taken as part of the unpaid portion of parental leave. Personal/Carer's leave may not be taken during a period of parental leave.
- 33.15** Any period of paid parental leave will count as service with the University for all purposes.
- 33.16** Any period of unpaid parental leave will not count as service for any purpose but will not break the staff member's continuity of service.
- 33.17 [Return to work]** A staff member who returns to work after a period of parental leave will return to their previous position. If that position no longer exists, the staff member will be transferred to another position appropriate to their classification and salary.
- 33.18 [Effect on fixed-term employment]** The operation of this clause will not extend the original term of a staff member's fixed-term appointment (irrespective of the source of funds).

- 33.19 [Support options for return to work]** A staff member who is the certified primary carer of the child will be entitled to seek support on their return to work from parental leave in order to balance work and family responsibilities.
- 33.20** Support for return to work will take the form of either subsidised salary to a maximum of 0.4 of substantive salary, including all leave entitlements and superannuation calculated on the basis of the salary paid for a period of 16 weeks (all staff), or financial support (academic staff only) of up to \$7,000 (pro rata for part-time staff).
- 33.21 [Training]** Appropriate training will be provided to a staff member returning to work from an extended period of parental leave.
- 33.22 [Extension of parental leave]** A staff member may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the available parental leave period, in accordance with section 76 of the *Fair Work Act*.

34 COMMUNITY SERVICES LEAVE

- 34.1 [Jury Service]** Where a staff member is required to undertake jury service, special paid leave will be approved. Should the period of jury service exceed 20 working days, the staff member will be required to repay the University any fees received for such service, less any expenses incurred.
- 34.2 [Voluntary Emergency Activity]** Where a staff member engages in an eligible community service activity they will be entitled to be absent for the time they are engaged in the activity; any reasonable travelling time associated with the activity; any reasonable rest time immediately following the activity. The staff member will be required to request community service leave as soon as practicable (which may be a time after the absence has started). Any absence will be unpaid, unless otherwise approved as special paid leave.

35 PUBLIC HOLIDAYS AND UNIVERSITY CLOSURE

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

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

- 35.2 [University closure]** The University will be closed between (and including) Christmas Day and New Year's Day.
- 35.3 [Work on public holiday]** A staff member may be requested to attend for the whole or part of any day which is to be observed as a public holiday as prescribed by this clause. Other than in an emergency, the University will give seven (7) days' notice to any staff member requested to attend for duty on a public holiday.
- 35.4 [Flinders Press]** The University may require the closure of Flinders Press for an additional period, up to a maximum of four (4) weeks, immediately following the University closure period. Staff of Flinders Press will be notified at least one (1) month in advance of such a closure and will be required to take accrued leave or leave without pay at this time.

36 SPECIAL PAID LEAVE

- 36.1 [Definition]** For the purposes of these provisions, a 'family member' is defined at 3.9.
- 36.2 [Entitlement]** A staff member is entitled to the hourly equivalent of a total of five (5) days per year of Special Paid Leave (pro rata for part-time staff members) to cover any or all of the following:

- the death of a family member; and/or
- attendance at an unforeseen emergency situation necessitating immediate personal action;
- maintenance of kinship/community links by an Aboriginal and Torres Strait Islander staff member to ensure currency of Australian Indigenous knowledge;
- participation in, or fulfilment of, cultural obligations and/or celebration of religious and cultural national days related to the culture with which the staff member or family member identifies; and/or
- any other special circumstance as approved by the Director, Human Resources.

36.3 [Additional Leave] Additional paid or unpaid leave may be granted by the Director, People and Culture, on a case by case basis.

36.4 [Trade Union Training] In addition to the entitlement provided at 36.2, Union members will be entitled to the hourly equivalent of a total of five (5) days per year paid at the ordinary rate of pay, for attendance at Union authorised short workplace relations courses or seminars, subject to the operational needs of the University. All costs related to attendance at a course are the responsibility of the Union.

36.5 [Family or Domestic Violence] In addition to the entitlement provided at 36.2 and 36.3, the paid leave entitlement for matters arising from or as a result of family or domestic violence leave will be considered on a per occasion basis, up to 5 days per occasion.

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

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

36.8 [Evidence] A staff member who has taken leave under this clause must, if required to do so by the University, provide evidence that would satisfy a reasonable person that the leave has been taken for a reason specified in accordance with 36.2, 36.3, 36.4 or 36.5.

36.9 [Effect on pay and service] Leave granted will be at the ordinary rate of pay and will count as service for all purposes. For casual staff members, leave will be unpaid.

37 LEAVE WITHOUT PAY

37.1 This clause applies to all staff members other than casuals.

37.2 Staff may apply for a period of leave without pay. Approval will be at the discretion of the University which will determine the conditions under which it will be taken.

37.3 Leave without pay may be approved for periods of up to two (2) years or up to three (3) years for the purposes of undertaking full-time study.

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

37.5 Leave without pay approved on academic or professional grounds will count as service for both long service leave purposes and salary increments purposes, provided that a staff member returns to the University for an equivalent period. All other entitlements will cease to accrue during leave without pay. Leave without pay approved on other than academic or professional grounds will not count as service for all leave entitlements or salary increment purposes unless the University determines otherwise.

37.6 A staff member may elect, prior to the commencement of the period of leave, to pay both the staff member's and the employer superannuation contributions, or to pay no contributions

37.7 Periods of approved leave without pay will not constitute breaks in service as defined at 3.5.

PART 6 – Disciplinary Action and Review

38 DISCIPLINE

[Scope] The provisions of this Agreement are a complete code to address possible unsatisfactory performance, misconduct or serious misconduct. Part 6 does not apply to staff members under probation or staff members employed on a casual basis.

[Natural justice principles] Action taken under Part 6 will be in accordance with the principles of natural justice. A staff member has the right to have a representative, if they so choose, at any stage during the process. At each step in the process the staff member will be advised on the consequences should work performance or conduct not improve.

Disciplinary action may only be taken in accordance with the provisions of this Agreement and is to be limited to:

- written warning
- withholding of salary increment
- reducing salary by one (1) or more increments
- demotion by one (1) or more classification levels
- termination of employment (for unsatisfactory performance, serious misconduct or research serious misconduct only)

Nothing in these procedures precludes a staff member from accessing the Grievance or Dispute Settlement Procedures where the staff member believes there has been a serious error in procedural fairness or natural justice.

39 MANAGING UNSATISFACTORY PERFORMANCE

[Unsatisfactory performance] A staff member's performance or behaviour may be considered by their supervisor to be unsatisfactory when their performance remains demonstrably below a level of performance consistent with their contract of employment, position description and the Professional Staff Classification Descriptors or Minimum Standards for Academic Levels.

39.1 [Informal Counselling]

39.1.1 Concerns about a staff member's performance will be addressed by the supervisor as soon as possible. In the first instance, such concerns will be managed through a process of informal counselling which will provide an opportunity for the staff member to attempt to resolve the concerns, within an agreed timeframe, by processes including identified performance targets and objectives, regular feedback and specific training/skill development. Where the concerns are resolved to the satisfaction of the supervisor, for a sustained period, the matter will be considered closed and the staff member will be advised in writing.

39.1.2 The staff member will be provided an opportunity to raise any relevant issues with their supervisor including any extenuating circumstances.

39.1.3 Where informal counselling does not result in the staff member achieving sustained improvement in performance to the satisfaction of the supervisor, or where a pattern of unsatisfactory performance is evident despite related matters being addressed satisfactorily in accordance with this clause, the supervisor may proceed to formal counselling.

39.2 [Formal Counselling – First session]

39.2.1 The supervisor will formally meet with the staff member to provide details of the unsatisfactory performance, the required improvements to meet the expectations of satisfactory performance and an appropriate timeline for addressing these concerns and demonstrating satisfactory performance. A first review period will be set and a documented performance improvement plan will be developed jointly with the staff member.

39.2.2 The staff member will be provided an opportunity to raise any relevant issues with their supervisor including any extenuating circumstances.

39.2.3 The staff member will be provided with written details of the counselling.

39.2.4 If there is sufficient improvement by the end of the first counselling no further action will be taken.

39.3 [Formal Counselling – Second and Final session]

39.3.1 If there is insufficient improvement after the first counselling session and the review period, the supervisor will meet with the staff member to discuss the ongoing performance concerns.

39.3.2 If the supervisor can demonstrate that the staff member's performance has not improved and/or is unlikely to meet the expectations of satisfactory performance they may discuss alternative strategies with the staff member. These may include, but are not limited to, transferring the staff member to an alternate position at the same or lower classification level (if available and the circumstances, in the view of the supervisor, warrant such consideration). Any strategy must be mutually agreed.

39.3.3 After consideration of alternative strategies, the supervisor may elect to refer the matter to the Vice-President and Executive Dean or respective portfolio Director and will advise the staff member of their intention to do so.

39.3.4 Written details of the counselling will be provided to the staff member

39.4 [Recommendation for Disciplinary Action]

39.4.1 Where the supervisor can demonstrate that the periods of formal counselling have not resulted in satisfactory performance they will submit a written report to the Vice-President and Executive Dean or respective portfolio Director. The report will illustrate clearly (with supporting evidence) the aspects of the staff member's performance that are not satisfactory, the attempts to remedy the problem and any extenuating circumstances.

39.4.2 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 will have five (5) working days to submit to the Vice-President and Executive Dean or respective portfolio Director a written response to the supervisor's report.

39.5 [Disciplinary Action for Unsatisfactory Performance]

39.5.1 Upon receipt of the supervisor's report and any written response from the staff member, the Vice-President and Executive Dean, or respective portfolio Director, must be satisfied that appropriate steps were taken to raise the concerns with the staff member, that the staff member had an adequate opportunity to respond to the concerns and that a reasonable opportunity was afforded to remedy the performance problem.

39.5.2 The Vice-President and Executive Dean or respective portfolio Director will then advise the staff member in writing that they will be taking no further action, or will refer the matter back to the staff member's supervisor to ensure that the steps at 39.2 and 39.3 are complied with, or will initiate disciplinary action as provided for in this Agreement.

39.5.3 Where termination of employment or disciplinary action that carries a financial penalty is recommended the matter will be referred to the Deputy Vice-Chancellor (Students) or respective Portfolio Vice-President. The Vice-President and Executive Dean or respective Portfolio Director will retain carriage of determinations within the process for other disciplinary recommendations.

39.5.4 [Recommendation for Termination or Disciplinary Action that Carries a Financial Penalty]

For a recommendation of termination of employment or for disciplinary action that carries a financial penalty, the Vice-President and Executive Dean or respective portfolio Director will advise the staff

member in writing of their recommendation to the Deputy Vice-Chancellor (Students) or respective Portfolio Vice-President to take the recommended disciplinary action.

If the staff member does not seek a review of the disciplinary measure within five (5) working days from the date of receipt of the written advice, the disciplinary measure will take effect.

39.5.5 [Review of Recommendation] If within five (5) working days of the written advice referred to in sub-clause 39.5.4, the staff member submits a written request for a review of the decision, the matter will be referred to the Review provisions in accordance with Clause 41.

39.5.6 [Outcome of Review] On receipt of the report of the Reviewer and following consideration of the findings of facts the Deputy Vice-Chancellor (Students) or respective Portfolio Vice-President will write to the staff member advising of an alternative outcome, or confirm the original recommendation for disciplinary action will apply.

40 MANAGING MISCONDUCT

40.1 [Misconduct]

Misconduct means:

- conduct or behaviour of a kind which constitutes an impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out her or his duties;
- conduct or behaviour which is inconsistent with an employee's obligations to the employer, as specified at 9.3 of this Agreement; or
- dereliction of the duties required of an academic office.

40.2 [Serious Misconduct]

Serious misconduct means:

- serious misbehaviour of a kind that constitutes a serious or repeated impediment to the staff member, or the staff member's colleagues, carrying out their duties; and/or
- serious dereliction of the duties required of the staff member in their position; and/or
- conviction by a court for an offence that constitutes a serious impediment of the kind referred to in first point at subclause 40.2 above.

40.3 [Suspension]

At any time during this process a staff member may be suspended from duty (with or without pay) where the Vice-President and Executive Dean or respective portfolio Director forms the view that:

- prima facie allegations amount to serious misconduct; and/or
- the alleged serious misconduct is of a nature that causes imminent and serious risk to property or the health and safety of a person or animal; and/or
- their continued presence on campus presents a serious risk either to the University, its staff and/or students; and/or
- they refuse or fail to respond to allegations of misconduct or serious misconduct.

Detailed and formal allegations will be presented within five (5) working days following suspension.

40.3.1 During any period of suspension the staff member will be excluded from the University and denied access to the university systems and facilities except for the purposes of preparing their response to the allegations. Preparation of a response to allegations will be facilitated by access to all necessary data including unrestrained email access. Such access may be under supervision.

40.3.2 [Suspension without pay] Suspension without pay may only apply where the Vice-President and Executive Dean or respective Portfolio Director is of the view that the alleged conduct amounts to conduct of a kind envisaged in the Fair Work Act such that it would be unreasonable to require the University to continue the employment during a period of notice. Suspension without pay will be subject to the following:

- 40.3.2.1 where suspension without pay occurs at a time when the staff member is on paid leave of absence the staff member shall continue to receive a salary for the period of leave of absence;
- 40.3.2.2 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;
- 40.3.2.3 the Vice-President and Executive Dean or respective portfolio Director will direct that salary be paid on the ground of hardship;
- 40.3.2.4 where a suspension without pay has been imposed and the matter is subsequently referred to for review, the Reviewer will as their first task consider whether suspension without pay should continue and will have the power to revoke the suspension from its date of effect.

40.4 [Investigation and Notification of Allegations] Any allegation of misconduct/serious misconduct will be considered by the staff member's supervisor. If they believe such allegations warrant further investigation they will:

- 40.4.1 notify the staff member in writing within five (5) working days 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;
- 40.4.2 require the staff member to submit a written response within five (5) working days; and
- 40.4.3 conduct a face to face interview with the staff member and their chosen representative (if they so elect a person) to further investigate the allegations and/or aspects deemed necessary or outstanding.

40.5 [Response to Allegations]

40.5.1 [Admits allegations] If a staff member admits allegations of misconduct or serious misconduct, the formal investigation shall cease and, providing the supervisor is satisfied that the conduct amounts to misconduct or serious misconduct, the supervisor will advise the staff member that the matter has been referred to the Vice-President and Executive Dean or respective portfolio Director for consideration of disciplinary action.

40.5.2 [Denies allegations – or parts thereof]

- 40.5.2.1 If a staff member denies the allegations in total and, following the formal investigation, the supervisor subsequently finds that there has been no misconduct or serious misconduct, the staff member will be advised in writing that the investigation has concluded in their favour.
- 40.5.2.2 If a staff member denies the allegations in part, the supervisor will determine whether additional investigation is warranted based on the staff member's written response, prior to a face to face interview. Where the interview outcome has the supervisor determining that some or parts of the original allegations are unsubstantiated, the written disciplinary recommendation will reflect that.
- 40.5.2.3 If a staff member does not provide a response to the allegations, or denies the allegations and, following the formal investigation, the supervisor subsequently finds there has been grounds for misconduct/serious misconduct, the supervisor will provide a report in writing to the Vice-President and Executive Dean or respective portfolio Director. The report will state clearly the findings of the investigation and will be provided to the staff member. The staff member will have five (5) working days to provide a written response to the Vice-President and Executive Dean or respective portfolio Director.

40.6 [Disciplinary Action for Misconduct]

40.6.1 Upon receipt of the supervisor's report and any written response from the staff member, the Vice-President and Executive Dean, or respective portfolio Director, must be satisfied that appropriate steps were taken to raise the concerns with the staff member, that the staff member had an adequate opportunity to respond to the concerns and that a reasonable opportunity was afforded to remedy the performance problem.

40.6.2 The Vice-President and Executive Dean or respective portfolio Director will then advise the staff member in writing that they will be either taking no further action, or referring the matter back to the staff member's supervisor to ensure that the steps at 40.4 is complied with, or initiate disciplinary action as provided for in this Agreement.

40.6.3 Where termination of employment or disciplinary action that carries a financial penalty is recommended the matter will be referred to the Deputy Vice-Chancellor (Students) or respective Portfolio Vice-President. The Vice-President and Executive Dean or respective Portfolio Director will retain carriage and determinations within the process for disciplinary recommendations other than termination of employment of disciplinary action that carries a financial penalty.

40.6.4 [Recommendation for Termination or Disciplinary Action that Carries a Financial Penalty] For a recommendation of termination of employment or for disciplinary action that carries a financial penalty, the Vice-President and Executive Dean or respective portfolio Director will advise the staff member in writing of their recommendation to the Deputy Vice-Chancellor (Students) or respective Portfolio Vice-President to take the recommended disciplinary action.

If the staff member does not seek a review of the disciplinary measure within five (5) working days from the date of receipt of the written advice, the disciplinary measure will take effect.

40.6.5 [Review of Recommendation] If within five (5) working days of the written advice referred to in sub-clause 40.6.4, the staff member submits a written request for a review of the decision, the matter will be referred to the Review provisions in accordance with clause 41.

40.6.6 [Outcome of Review] On receipt of the report of the Reviewer and following consideration of the findings of fact, the Deputy Vice-Chancellor (Students) or respective Portfolio Vice-President will write to the staff member to advise of an alternative outcome, or confirm the original recommendation for disciplinary action will apply.

40.7 [Research Misconduct] Research Misconduct will be dealt with in accordance with Clause 40 as either misconduct or serious misconduct, except for variations provided for under this sub clause.

Where any allegation of misconduct relates to an allegation of breach of the *Australian Code for the Responsible Conduct of Research* ("Code", and includes the Code as varied or replaced from time to time), or an allegation of Research Misconduct, the following additional provisions shall apply:

40.7.1 The University is committed to upholding the Code, and both the University and staff have specific responsibilities under the Code.

40.7.2 A breach of the Code is defined as a failure to meet the principles and responsibilities of the Code and may refer to a single breach or multiple breaches.

40.7.3 Research Misconduct is a serious breach of the Code which is also intentional or reckless or negligent.

40.7.4 Nothing in this clause requires the University to act in a manner that would breach the Code.

- 40.7.5** The University will conduct all assessments and investigations in respect of allegations of breaches of the Code or of Research Misconduct in accordance with the terms of this Agreement and consistent with the provisions of the Code and the *Guide to Managing and Investigating Potential Breaches of the Australian Code for the Responsible Conduct of Research* (“Guide”, and includes the Guide as varied or replaced from time to time). For this purpose, the Responsible Executive Officer is the Vice-Chancellor, the Designated Officer is the Deputy Vice-Chancellor (Research), and other roles will be appointed by the Deputy Vice-Chancellor (Research).
- 40.7.6** Upon receiving a preliminary assessment of an allegation from the appointed Assessment Officer, the Deputy Vice-Chancellor (Research) may decide to dismiss the allegation and take no further action, or refer it for resolution locally, or refer it for action under other University policies, or take action in accordance with the process specified below, and will advise the staff member accordingly.
- 40.7.7** Where the Deputy Vice-Chancellor (Research) has had regard to the preliminary assessment and determinates that one or more allegations of breach of the Code or Research Misconduct arise(s), then:
- (i) the staff member will be advised in writing of the alleged breach or breaches, including details of the allegations;
 - (ii) the staff member will be given a reasonable opportunity to be heard and/or to make written submissions, within ten (10) working days, in relation to the allegations; and
 - (iii) the staff member may be suspended in accordance with sub clause 40.3.
- 40.7.8** Upon receiving the response, the Deputy Vice-Chancellor (Research) will consider the allegations raised, the preliminary assessment evaluation, any mitigating circumstances and the staff member’s response to the allegations and determine, on the basis of the facts and information presented, whether:
- the matter should be dismissed;
 - the matter should be resolved locally with or without corrective actions;
 - the matter should be referred for investigation under sub-Clause 40.7.9;
 - a written warning should be provided as identified under Clause 38; or
 - a recommendation for other disciplinary action under Clause 38, should be provided to the Vice-Chancellor.
- 40.7.9** Where the matter is referred for investigation, the Deputy Vice-Chancellor (Research) will ensure that an investigation by an Investigating Panel, in accordance with this Clause as set out below and that meets the requirements of the Code, is conducted prior to a decision of the Vice-Chancellor. The Investigating Panel report will include the allegations raised, their findings of fact from the investigation under the Code, any mitigating circumstances and the staff member’s response to the allegations.
- 40.7.10** The Vice-Chancellor will decide whether there has been a breach of the Code and the level of seriousness of such breach, including whether it constitutes Research Misconduct, having regard to the investigation report, the Deputy Vice-Chancellor (Research)’s report and recommendation, and any written or verbal response from the staff member. The Vice-Chancellor may seek additional information prior to making their decision if necessary.
- 40.7.10.1** If the Vice-Chancellor determines on the facts that the staff member has not breached the Code, they will advise the staff member in writing and, if requested by the staff member, may publish all or part of the advice in a manner approved by the staff member.
- 40.7.10.2** If the Vice-Chancellor determines on the facts that the staff member has breached the Code, they may:
- (a) terminate the staff member’s employment (for serious Research Misconduct only), or
 - (b) impose a lesser disciplinary action.

- 40.7.11** The Vice-Chancellor will advise the staff member in writing of their determination as to whether there was a breach of the Code and/or Research Misconduct, including the reasons relied on and the operative date of any disciplinary action. The decision will take effect no earlier than five (5) working days from the date of written advice from the Vice-Chancellor.
- 40.7.12** If the Vice-Chancellor determines that no disciplinary action will be taken and the staff member has been suspended, the staff member will be reinstated at no loss of salary or conditions.
- 40.7.13** For any Investigating Panel appointed pursuant to this clause:
- (a) The Vice-Chancellor and the Deputy Chair of the UCC will agree on a suitable Chair; and
 - (b) The Investigating Panel will include:
 - (i) at least one member with sufficient expertise and standing in a discipline relevant to the allegation of Research Code breach and/or Serious Research Code breach such that this member will be capable of understanding and assisting the other members of the Panel to understand any technical, research or scientific questions which may be in dispute, but who will be seen as clearly independent of any other participants (the parties recognise that this may require that a nominee who may ordinarily be required to be a staff member of the University may in the circumstances not be a staff member); and
 - (ii) at least one staff member with expertise in investigating research misconduct issues, either through their academic study or through the administration of research. The parties agree that this may require a nominee who is not a University staff member.
- 40.7.14** Where the allegations of breach of the Code or of Research Misconduct appear to involve action in concert between employees of more than one employer, the Designated Officer of the University and the other employer(s) may agree to the conduct of a joint independent investigation. Where the procedures for such joint investigations differ to this subclause, they will be agreed in writing between the relevant Designated Officers and the NTEU (provided that the NTEU will not withhold its agreement unreasonably). Where alternative procedures are agreed, those procedures will apply in substitution for the procedures otherwise set out in this Clause. Any report from the joint independent investigation shall be treated as a report of an Investigative Panel appointed by the Designated Officer of the University for the purpose of this sub-clause.
- 40.7.15** Where termination of employment or disciplinary action that carries a financial penalty is proposed under sub-Clause 40.7, independent review options under Clause 41 will remain open to the staff member.
- 40.7.16** If in the future the University is required to further comply with the procedures for dealing with allegations of misconduct or serious misconduct in research as set out in Code, then the University will discuss this requirement with the NTEU.

41 INDEPENDENT REVIEW

- 41.1 [Disciplinary action suspended for duration of review]** Disciplinary action will not take effect prior to the conclusion of the Review proceedings and any subsequent related action taken by the staff member. However, in cases of alleged misconduct/serious misconduct, the Deputy Vice-Chancellor (Students) or respective portfolio Vice-President may suspend the staff member for the duration of the review proceedings, in accordance with clause 40.3. Where termination of employment is the recommended outcome, the staff member will be placed on leave without pay for the duration of the review and any external proceedings.

- 41.2** A staff member may request a review of a decision to:
- (a) declare a position involuntarily redundant;
 - (b) recommend termination of employment (excluding termination of employment during professional probation) or disciplinary action that carries a financial penalty;
 - (c) recommend termination of employment during academic probation;
 - (d) decline an application for reclassification of a professional position.

41.3 The review will be conducted by an External Reviewer. The Reviewer will be agreed between the University and NTEU each time a review is conducted.

41.4 **[Selection of Independent Reviewer]** A pool of External Reviewers will be established by agreement between the University and the NTEU. Once initially established, the University and the NTEU may add additional Reviewers to the pool by agreement. The pool will be reviewed annually with either party having a right to remove a reviewer from it.

An Internal Reviewer may be used if requested by the staff member. The Internal Reviewer will be a staff member agreed between the University and the Unions.

- 41.5** **[Review Process]** The Reviewer will:
- (a) produce a report based on written submissions. The material that the Reviewer will base their report on will be limited to the staff member's application and supporting documentation and any written response to the review application by the University; the Reviewer will not meet with or discuss the matter under review with the University unless the affected staff member is provided with an equivalent 'in person' opportunity;
 - (b) act quickly, fairly, impartially and confidentially;
 - (c) apply the principles of natural justice and procedural fairness;
 - (d) provide the staff member with a copy of any response to their application by the University;
 - (e) give the staff member the opportunity to reply to the University's response by written response within five (5) working days.

The Reviewer may seek additional written information or material from the staff member or the University. If so, that information or material will be fully disclosed to each party. The affected staff member or the University will be provided with a minimum of three (3) working days to respond to each set of additional material.

41.6 **[Reviewer's Report]** The Reviewer will provide a written report to the relevant senior manager as set out in 41.5 as soon as practicable after receiving all relevant material. The report will be provided to the affected staff member at the same time.

The Reviewer will report on:

- (a) findings of fact; and
- (b) whether the relevant procedures in this Agreement have been followed; and
- (c) any mitigating circumstances; and
- (d) if applicable, whether allegations of unsatisfactory performance, misconduct or serious misconduct have been substantiated; and if so, whether, having regard to the above, the proposed disciplinary action is commensurate with the level of unsatisfactory performance, misconduct or serious misconduct; and
- (e) any other matter the Reviewer deems to be relevant.

The Independent Reviewer does not have any decision-making authority.

41.7 Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal.

PART 7 - Ceasing Employment

42 NOTICE OF TERMINATION OF EMPLOYMENT

42.1 **[Definition]** Means termination of employment at the initiative of either the University or the staff member.

- 42.2 [Resignation Notice period – Professional Staff]** A continuing or fixed-term staff member will be required to give two (2) weeks' notice to the University of intention to resign or as specified in the contract of employment, whichever is the greater, or as agreed. Where a staff member fails to give the appropriate period of notice, the University may withhold monies owing to the staff member with the maximum amount equal to the period of notice not given.
- 42.3 [Resignation Notice period – Academic Staff]** Continuing staff will be required to provide the University with six (6) months' notice of intention to resign or as otherwise agreed. Staff on convertible, fixed-term, or continuing contingent-funded appointments will be required to provide the University with four (4) weeks' notice of intention to resign or as otherwise agreed. Where a staff member fails to give notice in accordance this clause, the University may withhold monies owing to the staff member with the maximum amount equal to the period of notice not given.
- 42.4 [Payment in lieu]** The University may elect to bring forward the termination date and pay in lieu of the remainder of the notice. The parties may mutually agree in writing to waive all or part of the notice period.
- 42.5 [Basis for payment in lieu]** A payment in lieu of notice will be based on the staff member's salary at the date of cessation of employment.
- 42.6 [Termination with notice]** Unless specified elsewhere in this Agreement, a staff member (other than a casual) will not have their employment terminated by the University unless they have been given two (2) weeks' notice or as otherwise required by the *Fair Work Act* or as specified in their contract of employment, whichever is the greater.
- 42.7 [Termination without notice]** The University may terminate without notice the employment of a staff member found to have engaged in conduct of a kind envisaged in the *Fair Work Act* such as would be unreasonable to require the University to continue employment during a period of notice.
- 43 REDUNDANCY**
- 43.1 [Definition]** Redundancy is a situation where the position occupied by a staff member is identified as surplus to the University's requirements. Reasons may include:
- 43.1.1 [For professional staff]** financial and staffing constraints leading to the rearrangement of functions and classifications; reduced demand or other workload factors; technological change and development; or changes in the workplace or legislation requiring particular skills or qualifications that the staff member is unable or unwilling to obtain.
- 43.1.2 [For academic staff]** a decrease in student load or a decision to cease offering or to vary the academic content in any academic program or course or combination or mix of courses, financial exigency within an organisational unit or College/Portfolio and/or changes in technology or work methods.
- 43.2 [Eligibility]** Redundancy will only apply to staff who hold continuing appointments.
- 43.3 [Types of redundancy]** Redundancy may be either voluntary or involuntary.
- 43.4 [Case for redundancy]** Where redundancy not associated with major change is contemplated, a written rationale including an impact statement will be provided to the relevant staff and their Union. If applicable, this will include information about the circumstance, number of redundancies, timeframe and options.
- 43.5 [Principles applying to the redundancy process]** The primary goal of the University is redeployment and, wherever possible, to minimise the number of involuntary redundancies. The process of selection of any staff member for redundancy will be objective, fair and transparent, having regard to all the circumstances. Prior to enacting a redundancy, the University will provide evidence of measures taken to avoid redundancy and minimise or mitigate the adverse effects.

Where there is a reduction in substantially similar positions at the same classification level, a fair and objective merit based process will be applied to identify any staff member(s) to be declared redundant.

43.6 [Notification of redundancy] When the University determines that redundancy will occur, the staff affected (including those staff on approved leave) will be informed of the decision in writing and the period over which the University intends to effect the termination(s).

43.7 [Voluntary redundancy] Voluntary redundancy occurs when a staff member holding a position that has been declared redundant separates on a voluntary basis. Affected staff will be invited to apply for voluntary redundancy at any stage in the redundancy and/or redeployment process.

43.7.1 [Notification to applicants] The University will assess the application and either accept or reject the application. The staff member will be notified accordingly.

43.7.2 [Benefits payable] A staff member whose application for voluntary redundancy is accepted will receive the benefits outlined in 43.9.

43.8 [Involuntary redundancy] Involuntary redundancy occurs when a staff member holding a position that is declared redundant is unable to be placed in a suitable continuing position in the University by the conclusion of their redeployment period and has not requested a voluntary redundancy.

43.8.1 [Determination] The University will formally determine those staff member(s) to be declared involuntarily redundant. A written rationale for any involuntary redundancy will be provided to the UCC. The staff member will be notified accordingly.

43.8.2 [Review of Decisions] A decision by the University to proceed with involuntary redundancy, may be reviewed in accordance with Clause 41.

[Action by Vice-Chancellor] The Vice-Chancellor will consider the Reviewer's report and make a determination taking into consideration the findings of facts.

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

43.8.3 [Benefits payable] A staff member who has been declared involuntarily redundant will have their benefits paid as per 43.10.

43.9 [Voluntary Redundancy Benefits]

43.9.1 [Professional staff]

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

43.9.2 [Academic staff] A staff member may choose either of the following benefit options:
Benefit Option 1

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

Benefit Option 2

- 40 weeks' salary, and two (2) weeks' salary for each completed year of service within the University to a maximum entitlement of 56 weeks' salary.

Continuing academic staff employed by the University as at the commencement date of this Agreement, who would have received a more beneficial voluntary redundancy entitlement under A35 of the *Flinders University Enterprise Agreement 2014 - 2017* if that clause applied to the academic staff member, will receive entitlements calculated in accordance with that clause in lieu of the provisions outlined in this clause.

43.9.3 [Transition period] In addition to the benefits outlined in 43.9.1 or 43.9.2, the staff member will be entitled to a five (5) week transition period from the date that the University accepts the application for voluntary redundancy or paid in lieu pro rata where separation occurs earlier.

43.9.4 [Leave entitlements] A staff member will receive payment in respect of any annual and long service leave entitlements outstanding as at the date of separation.

43.9.5 The benefits specified in 43.9.1 and 43.9.2 are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

43.10 [Involuntary Redundancy Benefits]

43.10.1 [Professional staff]

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

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

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

43.10.2 [Academic staff] The following entitlement will apply:

- 40 weeks' salary, and two (2) weeks' salary for each completed year of service within the University to a maximum entitlement of 56 weeks' salary.

Continuing academic staff employed by the University as at the commencement date of this Agreement, who would have received a more beneficial involuntary redundancy entitlement under A35 of the *Flinders University Enterprise Agreement 2014 - 2017* if that clause applied to the academic staff member, will receive entitlements calculated in accordance with that clause in lieu of the provisions outlined in this clause.

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

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

43.10.5 The benefits specified in 43.10.1 and 43.10.2 are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

43.11 [Salary] All benefits will be calculated at the salary applicable to the staff member's substantive continuing position, including superannuable allowances, at the date of cessation of employment. The substantive continuing position is the position to which the staff member is appointed and is distinct from any alternate duties being performed on a temporary basis; for

part-time substantive positions, where hours vary, the substantive hours would be the average hours over the preceding three (3) years, unaffected by any periods of approved leave without pay.

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

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

44 TERMINATION OF EMPLOYMENT ON MEDICAL GROUNDS

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

44.2 The staff member may elect during the notice period to apply to their superannuation fund, for temporary or permanent disablement benefit. The University will suspend any action under this clause while an application is under consideration.

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

44.4 If the superannuation fund agrees to give temporary or permanent disablement benefit, the staff member will not have to undergo a medical examination under 44.1.

44.5 If a superannuation fund decides that the staff member, following a period of receipt of a temporary disablement benefit, is capable of resuming work, the University may dispute this decision and proceed to require an examination by a medical practitioner of its choosing.

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

44.7 If the medical examination reveals that the staff member is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than six (6) months, the University may give notice of termination in accordance with the notice required by the staff member's contract of employment or payment in lieu of notice. The staff member may apply to resign before the University terminates her or his employment. The University will accept the resignation immediately.

44.8 Within 10 working days of receiving the medical report, the staff member or, if they so choose, a person acting on their behalf, may request that the report be reviewed. The review will be undertaken by a medical practitioner appointed by the President of the State or Territory Branch of the Australian Medical Association.

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

44.10 The University will not terminate the employment of the staff member before the reviewer reports.

- 44.11 Where a staff member refuses to undergo a medical examination within two (2) months of a written notification to do so under 44.1 or 44.5, the University may reasonably conclude that the staff member is unable to perform their duties and is unlikely to be able to resume them within six (6) months and may terminate employment in accordance with 44.7. A refusal by a staff member in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

SECTION B – PARTS 8 – 10 apply to PROFESSIONAL STAFF ONLY

PART 8 - Categories of Employment

45 CLASSIFICATION OF PROFESSIONAL STAFF

- 45.1 **[Classification]** Professional staff appointments, other than apprenticeships and traineeships, will be classified in accordance with the Professional staff Classification Descriptors as set out in Schedule 10.
- 45.2 **[Classification linking]** The University may link any position providing that it is classified at the level appropriate to the duties to be undertaken in accordance with the Professional staff Classification Descriptors.
- 45.3 **[Reclassification]** Where there has been a significant increase in the work value of a position due to a substantial change in responsibilities as approved by the supervisor, a staff member or a supervisor may request a reclassification of a staff member's position.
- 45.3.1 Applications for reclassification will be submitted to People and Culture and will be assessed by a suitably trained member of the division who will make a determination and advise the outcome accordingly.
- 45.3.2 Where it is determined that reclassification is not justified, People and Culture may discuss with the applicant and/or supervisor other options available to resolve the matter.
- 45.3.3 Where this does not resolve the matter, a staff member has a right to seek a review in accordance with Clause 41.
- [Action by Vice-President (Corporate Services)]** The Vice-President (Corporate Services) will consider the Reviewer's report and make a determination taking into consideration the findings of facts.

46 EMPLOYMENT

- 46.1 **[Mix of Employment]** Nothing in this Agreement limits the number or proportion of staff the University may employ in a particular type of employment.
- 46.2 **[Employment Types]** There are four (4) types of professional staff employment:
- 46.2.1 **[Continuing employment]** Continuing employment may be full-time or part-time and is an appointment with no specified end date and where the nature of the work is ongoing.
- 46.2.2 **[Continuing contingent-funded employment]** Continuing contingent-funded employment may be full-time or part-time and is an appointment that has limited term funding provided from external sources, but not funding that is part of the operating grant from government or funding comprised of payments of fees made by or on behalf of students. Such employment will be offered in accordance with Schedule 8.
- 46.2.3 **[Fixed-term employment]** Fixed-term employment may be full-time or part-time and is for a specified term or ascertainable period. Such employment will be offered in accordance with Schedule 9.

- 46.2.4 [Casual employment]** Casual employment means employment where a person is engaged by the hour and paid on an hourly basis.
- 46.3** Professional staff appointments, other than casual, will be on a full-time or part-time basis.
- 46.4 [Part-time appointment]** is an appointment at less than the normal weekly ordinary hours specified for a full-time staff member, for which all entitlements in accordance with this Agreement are paid on a pro rata basis calculated by reference to the time worked.
- 47 CASUAL STAFF**
- 47.1 General Principles**
- 47.1.1** Casual professional staff are engaged by the hour.
- 47.1.2 [Hours of duty and duration of employment]** Casual staff members are normally employed less than full-time in any week and as a general expectation, will normally work their hours within the University's nominated span of hours.
- 47.1.3** Casual staff are engaged with no guarantee or expectation of work beyond the period of their current employment.
- 47.1.4 [Full-time staff and casual work]** Staff occupying full-time continuing or fixed-term appointments will not normally be remunerated at a casual hourly rate for work done outside their prescribed ordinary hours of duty.
- 47.1.5 [Part-time staff and casual work]** A part-time continuing or fixed-term staff member may undertake additional work as a casual employee in work which is unrelated to, or identifiably distinct from, the employee's normal duties, provided that the sum of the part-time and casual employment does not exceed the full-time equivalent hours for a professional staff employee. Such an arrangement will be subject to mutual agreement and must not interfere with the staff member's substantive work requirement.
- 47.2 [Engagement]** The minimum period of engagement for a casual employee will be three (3) hours unless one of the following circumstances applies:
- 47.2.1 [Students]** Employees who are students have a minimum engagement of one (1) hour, where the work occurs on any day Monday to Friday during Orientation Week and the teaching weeks of the University, other than on public holidays. Where the student is a resident of on-campus University accommodation, the minimum period of engagement of one (1) hour will apply for any day of the week throughout the Academic Year, from Orientation Week to the last day of the assessment period at the end of the year inclusive (other than on public holidays).
- 47.2.2 [Other primary occupation]** Employees who have a primary occupation elsewhere in the University or outside of the University have a minimum engagement of one (1) hour.
- 47.2.3 [Not required to attend a University site or a site on behalf of the University]** Employees who have been authorised as not required to attend a University site or a site on behalf of the University in order to undertake the work for which they have been engaged have a minimum engagement of one (1) hour.
- 47.2.4 [Invigilators]** Employees who are invigilators for examinations have a minimum engagement of two (2) hours.
- 47.3** Casual staff working as research assistants, laboratory support, technical and animal house staff, and administrative staff in Flinders Housing (refer 52.3.3) are required to work a minimum of 152 hours within a work cycle not exceeding 28 consecutive days before payment as per 47.5.5 may apply.

47.4 [Termination of casual employment] Termination of casual employment may be given by one (1) hours' notice by either party.

47.5 [Remuneration]

47.5.1 [Basis of casual rate] Casual rates of pay are determined on the basis of the first year of service of the appropriate classification.

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

47.5.3 [Monday to Sunday] Except as provided for in 47.5.4 and 47.5.5, a casual staff member will be paid her or his ordinary casual hourly rate (i.e. including the casual loading) for work performed on any day, in accordance with the rates set out in Schedule 2 of this Agreement.

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

47.5.5 [Overtime] Where a casual staff member is directed to work more than eight (8) hours in any day (Monday to Friday) or where work performed on a weekend or public holiday is in excess of 38 hours within that same pay week, the rate of payment for that work will be in accordance with the following table (based on the casual hourly rate as specified in Schedule 2 of this Agreement):

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

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

47.6 Conversion from Casual to Non-Casual Employment

47.6.1 [Application] A casual professional staff member may apply in writing to have her or his employment converted to a fixed-term or continuing appointment.

47.6.2 [Eligibility] To be eligible to apply for conversion, a casual staff member must be employed on a regular and systematic basis in the same or similar and identically classified position in the same College/Portfolio either:

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

47.6.2.2 over the immediately preceding period of at least 24 months.

47.6.3 For the purposes of this clause, occasional and short-term work performed by the casual staff member in another classification, job or College/Portfolio will not affect the staff member's eligibility for conversion if she or he would otherwise satisfy the eligibility criteria.

47.6.4 A staff member must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.

47.6.5 [Refusal to convert] The University will not unreasonably refuse an application for conversion. However, the University may refuse an application on reasonable grounds. Where an application is rejected, the reasons for the rejection will be provided to the applicant in writing.

47.6.6 [Conversion to non-casual appointment] If the application is accepted, the staff member will be offered a fixed-term or continuing appointment, on either a full-time or part-time basis.

47.6.7 [Non-casual appointment] The non-casual appointment will, subject to due consideration of the University's operational requirements and the desirability of offering the staff member work that is regular and continuous, be as consistent as is reasonably practicable with the pattern of work undertaken by the staff member during their casual appointment.

48 SECURITY OFFICERS (12 HOUR SHIFT)

48.1 [Application] The provisions of this clause apply to Security Staff, including staff employed as Senior Security Officers, who work a 12-hour, seven (7) days a week shift roster.

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

22	Staff Allowances
30	Annual Leave (refer 44.7)
7	Flexible Working Arrangements
52	Hours of Duty
41	Overtime
35	Public Holidays and University Closure

48.2 [Rosters] Security Staff will be required to work their ordinary hours in accordance with an established 12-hour shift roster or other rosters as modified by the University from time to time.

48.2.1 The University will ensure the appropriate management of the relief staffing roster, the taking of leave to ensure proper rest periods between shift rotations, and for dealing with absences and part shifts.

48.2.2 Where the University grants professional staff a 'grace' day, the equivalent time will be factored into the rostering for Security Staff to ensure that they receive the benefit equivalent to that received by other professional staff.

48.3 [Annualised shift allowance] Security Staff, who are part of the 12-hour shift roster will be paid a fortnightly salary based on the appropriate annual salary as contained in this Agreement. An annualised allowance, calculated as 27.5 percent of the Security Staff member's actual incremental step of their salary scale, will be paid as full payment, for all shift penalties for shifts projected to be worked over the five-year cycle of the shift roster.

48.4 The annualised salary will be the salary for all purposes of this Agreement, including annual recreation leave and long service leave.

48.5 [Overtime] Overtime which is worked by Security Staff who are part of the 12-hour shift roster and who are required to work additional hours as part of and contiguous with a 12-hour shift, will be paid at the rate of double time for those additional hours based on the Security Staff member's total salary including shift allowance.

48.6 [Additional Time] Any additional time worked, if agreed between the Security Staff member and the University, which is not part of 48.5 above, will be paid at 150 percent of the Security Staff member's hourly rate, including shift allowance.

48.7 [Annual Leave and Leave Loading] Each Security Staff Member bound by this clause will be entitled to five (5) weeks' annual leave per annum and, in addition, a leave loading of 17.5 percent to be paid annually. Other aspects of Annual Leave as per clause 30 of this Agreement will apply.

49 PROBATION

- 49.1 [Probation]** A probationary period will normally apply to all continuing and fixed-term appointments.
- 49.2 [Length of probationary period]** The length of the probationary period will be determined giving consideration to the nature of the work to be performed and the staff member's relevant experience, and will normally not exceed six (6) months.
- 49.3 [Role of supervisor]** During the probationary period the staff member will be provided with appropriate feedback, support and training by their supervisor.
- 49.4 [Second or subsequent contracts]** A probationary period will not normally apply to a second or subsequent contract unless that contract is for a position where the duties and the classification level are substantially different.
- 49.5 [Termination during probation]** The University may terminate the staff member's employment for reasons of performance or conduct during the probationary period on the provision of two (2) weeks' notice in writing or payment in lieu, unless the termination is for serious misconduct which justifies termination without notice in accordance with Clause 42.7. The staff member may provide two (2) weeks' notice in writing during the probationary period of their intention to resign.

PART 9 - Remuneration

50 ANNUALISED SALARIES

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

51 OVERTIME

- 51.1 [Reasonable overtime]** The University may require an eligible staff member to work reasonable overtime and to be paid in accordance with the rates specified in this clause. Notwithstanding, no employee will be required to work excessive overtime on a regular basis as part of operational requirements.
- 51.2 [Notice of requirement to work overtime]** Wherever practicable, at least 24 hours' notice will be given to a staff member of the requirement to work overtime.
- 51.3 [Eligibility]** A staff member who is in a position classified at HEO Level 8 or above will not be eligible to be paid for overtime duty.
- 51.4 [Casual Staff]** Casual staff members will not normally be required to work overtime, and will only be paid overtime rates where directed to work in accordance with 47.5.5.
- 51.5 [Overtime - staff eligible to participate in flexitime]** Subject to 47.3, a staff member who is eligible to participate in flexitime arrangements will be entitled to paid overtime where that staff member is directed to work:
- outside the nominated span of hours; or
 - any time worked at weekends or on public holidays.
- 51.5.1 [Additional hours worked within span of hours]** Additional hours worked within the nominated span of hours will be recognised under the University's flexitime arrangements.
- 51.6 [Overtime - staff working fixed hours]** Subject to 51.3, a staff member who works a fixed pattern of hours (Monday to Friday) to suit the operational requirements of the work area (i.e. does not participate in flexitime), will be entitled to paid overtime where that staff member is directed to work:

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

51.6.1 [Additional hours worked within span of hours] Subject to 51.6.2, any hours worked in excess of the ordinary agreed daily hours of work but within the nominated span of hours will be paid at the staff member's ordinary hourly rate of pay. An exception will be made where such staff are directed to work additional hours within the nominated span of hours to cover an unforeseen maintenance emergency in which case such staff will be paid overtime for the additional hours worked, at the rate of 150 percent.

51.6.2 [Work on programmed day off] Where a staff member is required to work on a programmed day off agreed as part of the fixed work pattern, such time worked will be part of the ordinary hours of duty for which equivalent time in lieu will be granted at a mutually convenient time.

51.7 [Payment for overtime] Payment for overtime worked in accordance with this clause will be made at the following rates:

51.7.1 [Rates based on the staff member's ordinary rate of pay]:

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

51.7.2 [Minimum payment] A minimum payment as for three (3) hours worked will apply to all overtime worked on a Saturday, Sunday or Public Holiday, except for overtime worked in accordance with 22.6.3 of this Agreement.

51.8 [Additional payments prescribed in this Agreement] will not be cumulative so as to exceed double time or in the case of a public holiday double time and a half.

51.9 [Time off in lieu of overtime worked] Overtime worked in accordance with this clause may, where there is agreement between the staff member and the responsible officer, be taken as time off in lieu within three (3) months of the working of overtime. Such time off in lieu will be calculated in the manner prescribed by 51.7. If an individual is unable to take time off in lieu the University will ensure appropriate payment is made using the rates set out in 51.7.

51.10 [Meal break] A staff member, other than a shift worker, who is required to continue working for two (2) hours or more after the time prescribed for ceasing ordinary hours of work, will be paid a meal allowance, as specified in Schedule 7 of this Agreement.

PART 10 – Hours of Work

52 HOURS OF DUTY

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

52.2 [Span of hours] The ordinary hours of duty (exclusive of unpaid meal breaks) for full-time staff members (other than shift workers and staff identified in 52.3) will be between 6.00 am and 6.00 pm, Monday to Friday.

52.3 Notwithstanding any other provision in this Agreement:

52.3.1 the ordinary hours of a Librarian may, in accordance with a prescribed roster, include the provision of a reference to service beyond 6.00 pm on any day but within normal Library opening hours.

- 52.3.2** The ordinary hours of duty applicable to any position, excluding that of a research assistant, will include attendance at meetings of formal Committees of the University, or other associated organisations or attendance during the admissions and enrolment periods beyond 6.00 pm on any day provided that such time worked in excess of 38 hours per week may be taken as time off in lieu.
- 52.3.3** The ordinary hours of duty of research grant funded staff employed as research assistants, laboratory support, technical staff, Animal House staff and administrative staff in Flinders Housing will be as prescribed by the responsible officer concerned subject to the following limits only: 147 hours within a work cycle not exceeding 28 consecutive days provided that such hours of duty may be extended to 152 hours within such cycle before overtime applies.
- 52.4** The hours of duty of a part-time staff member will be those specified in that staff member's contract of employment.
- 52.5** A staff member will accurately record the actual times of commencing and ceasing work on each day, provided that this clause will not apply to any staff member as defined in 51.3 who is not entitled to payment for overtime duty.
- 52.6** **[Flexitime]** As part of the University's commitment to employment flexibility, professional staff may be eligible to participate in flexitime arrangements.

53 PROFESSIONAL WORKLOADS

53.1 [Principles]

- 53.1.1** A professional staff position should contain a range of responsibilities appropriate to the classification level, the resultant workload of which can be fitted normally into the ordinary hours of duty.
- 53.1.2** Workloads may fluctuate according to seasonal demand.
- 53.1.3** Staff will be consulted where new responsibilities are to be allocated.
- 53.2** **[Work/life balance]** A staff member may request adjustment to workload to address work/life balance. Such requests will be subject to operational requirements of the work area.
- 53.3** **[Review of Workload]** Supervisors have a responsibility to manage workload in their areas.
- 53.3.1** A supervisor may initiate a review of the workload of a staff member.
- 53.3.2** A staff member may request a review of their workload should they consider that they are being unreasonably expected to carry out additional duties, or over an extended period of time, the volume of duties is too great to be completed in normal working hours.
- 53.3.3** Working excessive hours and/or the inability to clear accrued leave may indicate a need to review workload.

54 BREAKS

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

55 STAND DOWN

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

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

SECTION C – PARTS 11 – 14 apply to ACADEMIC STAFF ONLY

PART 11 – Categories of Employment

56 ACADEMIC PROFILES

- 56.1** There is an Academic Profile for each of the five (5) defined levels of academic appointment – Levels A to E. There are Academic Profiles for appointments in Yunggorendi at Levels A to D.
- 56.2** Each Academic Profile includes the range of activities in which a staff member could be expected to be involved and the qualifications normally required of a staff member.
- 56.3** Academic Profiles provide the basis for the management of performance of academic staff including performance reviews, incremental progression, probation, promotion and recognition of exceptional performance.
- 56.4** The Academic Profiles were developed from the Position Classification Standards, which were then replaced by the Minimum Standards for Academic Levels (MSALs). The MSALs are set out in Schedule 11 to this Agreement.

57 EMPLOYMENT

- 57.1** **[Mix of employment]** Nothing in this Agreement limits the number or proportion of staff the University may employ in a particular type of employment.
- 57.2** **[Employment Types]** Types of academic staff employment may include:
- 57.2.1** **[Continuing employment]** Continuing employment may be full-time or part-time and is an appointment with no specified end date and where the nature of the work is ongoing.
- 57.2.2** **[Convertible employment]** The University may offer a convertible appointment where the longer-term need and/or funding for the position is uncertain. Any offer will be in accordance with Clause 56.
- 57.2.3** **[Continuing contingent-funded (CCF) employment]** CCF employment may be full-time or part-time and is an appointment that has limited term funding provided from external sources, but not funding that is part of the operating grant from government or funding comprised of payments of fees made by or on behalf of students. Such employment may be offered in accordance with Schedule 8.
- 57.2.4** **[Fixed-term employment]** Fixed-term employment may be full-time or part-time and is for a specified term or ascertainable period. Such employment may be offered in accordance with Schedule 9.
- 57.2.5** **[Casual employment]** Casual employment means employment where a person is engaged by the hour and paid on an hourly basis.

58 CONVERTIBLE APPOINTMENTS

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

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

The University may also offer a convertible appointment where a staff member has been employed on consecutive Session Fixed-Term appointments.

- 58.2 [Duration]** The term of such an appointment will normally not exceed three (3) years.
- 58.3 [Principles for conversion]** A convertible post will be converted to a continuing appointment if there is an on-going need and secure funding for the position.
- 58.4 [Decision not to convert position]** If a position is not converted, the appointment will terminate at the end of the contract.
- 58.5 [Decision to convert position]** Where a position is converted, the incumbent of the position will be offered a continuing appointment if their performance has been satisfactory.
- 58.6 [Procedures for assessing performance]** The probationary review process as set out in Clause 60 will be used in assessing performance. All service in the convertible appointment will count as relevant service.
- 58.7 [Incumbent's performance is not satisfactory]** If an incumbent's performance does not meet the required standards for appointment to the continuing position, the appointment will terminate at the end of the contract.

59 CASUAL APPOINTMENTS

- 59.1 [Rationale for engagement]** Casual appointments will normally be made where some level of flexibility and/or particular expertise is required by the University in order to provide adequate teaching and teaching related duties.
- 59.2 [Descriptors and Rates of Pay]** The rate of pay includes a loading in lieu of benefits not provided to casual staff including all leave entitlements (with the exception of long service leave). Rates applicable to casual academic work and the relevant descriptors are set out in Schedule 5 of this Agreement.
- 59.3 [Casual work undertaken by non-casual employees]** An employee in a fixed-term, convertible or continuing appointment (whether full- or part-time) may engage in additional work as a casual employee subject to:
- 59.3.1** the work being unrelated to, or identifiably separate from, the employee's normal duties; and
- 59.3.2** the employee not being eligible for payment for that portion of their total work which exceeds the equivalent of a full-time appointment.
- 59.4 [Superannuation]** The employer superannuation contribution as specified in the Superannuation Guarantee Legislation will be paid for all ordinary time casual earnings, regardless of any legislated monthly income threshold, for employees engaged in accordance with, and covered by the terms of, this Agreement.

60 SCHOLARLY FELLOW ACADEMIC APPOINTMENTS

- 60.1 [Rationale for engagement]** A Scholarly Fellow academic appointment is a new category of employment that provides academic career development opportunities and increased job security for eligible applicants. It is intended that the role will encompass elements of teaching and teaching related duties that would otherwise have been performed by casual staff. This clause enables the University to offer a Scholarly Fellow academic appointment where there is

an opportunity to provide an academic pathway for the incumbent, longer term funding and a need within the College/Portfolio.

- 60.2 [Eligibility]** An applicant for a Scholarly Fellow academic appointment must have at least one year's academic employment experience in an Australian university (excluding a person who has held a continuing academic appointment).
- 60.3 [Recruitment]** Appointments will be made on an open, merit-based selection basis.
- 60.4 [Level of appointment]** Appointments will be at Level A or B, depending on qualifications and academic track record, in accordance with the relevant academic profile.
- 60.5 [Academic position]** Appointments may be to either a teaching specialist or teaching and research position, depending on the needs of the College/portfolio.
- 60.6 [Probation]** will be normally for a period of up to 24 months, as provided for in clause 62.
- 60.7 [Appointment type and duration]** Scholarly Fellow academic appointments may be offered on a convertible basis, subject to the terms of this clause.
- 60.8 [Convertible appointment]** Over the life of the Agreement the University will offer at least 10 Scholarly Fellow academic appointments as convertible appointments and use reasonable endeavours to further increase this number by advertising Level A and B continuous vacancies initially as Scholarly Fellow appointments. If in the merit-based process a successful candidate is not identified, then the position will be advertised as a standard continuing position. Such appointments will not normally exceed three (3) years and will be converted to continuing, where:
- there is an ongoing need and secure funding that would justify the post being made continuing; and
 - the incumbent's performance has been judged to be satisfactory. The procedures for assessing performance will be the probationary review process.

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

- 60.9 [Promotion]** A Scholarly Fellow may apply for promotion in accordance with the relevant promotion policy following successful completion of their probationary period.

61 CONVERSION FROM ACADEMIC CASUAL TO SESSIONAL FIXED-TERM EMPLOYMENT

- 61.1 [Rationale for engagement]** The University may convert the employment of an eligible casual academic staff member to a Sessional Fixed-Term Appointment where, for a defined period, there is both a need and secure funding for the Sessional Fixed-Term post.
- 61.2 [Eligibility]** An eligible casual academic staff member will:
- have been employed as a casual staff member, normally in the same area, for at least one (1) semester in each of the preceding two (2) years; and
 - have been assessed as at least satisfactory against the University's *Performance Management Guidelines for Casual Academic Staff (Part-Time Teachers)*; and
 - have demonstrated the ability to meet the requirements of the fixed-term position.
- 61.3 [Duties, fraction and level of appointment]** The appointment fraction and academic level of the Sessional Fixed-Term position will reflect the requirements of that position. It is expected that in most cases, the fraction will be similar to the hours worked in the previous casual employment, and will include work such as educational delivery, marking, administration, class contact and associated work. Conversion will not normally be to a classification higher than Academic Level B.
- 61.4 [Duration]** Each Sessional Fixed-Term Appointment, and any subsequent Sessional Fixed-Term Appointment, will be for not less than six (6) months and will not exceed two (2) years.

- 61.5 [Eligibility for Conversion to Continuing]** A staff member employed on consecutive sessional Fixed-Term appointments will be offered a convertible continuing position after three (3) years of continuous service, in accordance with Clause 58, if:
- their previous performance has been satisfactory, and
 - there is an ongoing requirement for the work.

62 PROBATION

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

[Length] The length of the probationary period will differ according to the type and duration of academic appointment and the nature of the position and, subject to the grant of any extension pursuant to clause 62.6, will not exceed the following:

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

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

- 62.3 [Authorising Officer]** For the purposes of this clause, the authorising officer will be as follows:
- Staff in fixed-term positions: the staff member’s supervisor;
 - Staff in convertible and continuing appointments: the relevant Executive Dean.

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

- 62.5 [Confirmation of employment]** Confirmation of employment at the end of the probationary period will be subject to the authorising officer being satisfied, as of the time of consideration of the matter, that the staff member:
- has met the qualification base of, and has demonstrated satisfactory performance relative to the Academic Profile for the staff member’s level of appointment, taking into account what may be expected, given their years of service; and
 - has completed relevant orientation and induction training within the probationary period, unless agreed otherwise.

Poor performance in teaching or research may provide grounds for not confirming employment, notwithstanding satisfactory performance in other areas. Before determining that an appointment not be confirmed, the authorising officer will provide the staff member a reasonable opportunity to respond to concerns about their performance and/or conduct.

- 62.6 [Extension of probationary period]** There will be no extension to a probationary period for fixed-term appointments. In the case of convertible appointments and continuing appointments, if the authorising officer is of the opinion both that the requirements for confirmation of employment have not been satisfied but that they are capable of being satisfied within a further period of up to 12 months from the initial date of expiry of the probationary period, the authorising officer may, once only, extend the probationary period of the staff member concerned by a maximum of 12 months from the initial date of expiry. Notwithstanding the preceding, the probationary period of a staff member in a convertible post will not be extended beyond the expiry of the period of the convertible post to which she or he was appointed.

62.7 [Effect of promotion on probation] A staff member who is promoted during a period of probation in a continuing appointment will have their continuing appointment confirmed from the date of effect of the promotion. A staff member who is promoted during a period of probation in a convertible post, and whose post is subsequently assessed by the Faculty/Portfolio to be continuing will have the continuing appointment confirmed from the date the convertible post was deemed by the Faculty/Portfolio to be continuing or from the date of promotion, whichever is the later.

62.8 [Non-confirmation of employment – review]

62.8.1 [Right of review for staff in convertible and continuing posts] A staff member in a convertible or continuing post, whose employment has not been confirmed has a right to seek a review in accordance with Clause 41.

[Action by Vice-Chancellor] The Vice-Chancellor will consider the Reviewer's report and make a determination taking into consideration the findings of facts.

62.9 [Termination of employment during the probationary period] Subject only to 62.10.2 and 62.10.3, nothing in this clause prevents the University:

62.9.1 terminating the employment of a staff member on probation in a fixed-term appointment.

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

62.10 [Notice]

62.10.1 In the case of non-confirmation of employment, the University will provide four (4) weeks' notice for staff in either fixed-term or convertible appointments, and 17 weeks' notice for staff in continuing appointments. The notice period will commence from the date the staff member is formally notified of the authorising officer's determination not to confirm the employment, but time will be suspended pending the determination of any review initiated in accordance with 62.8.

62.10.2 In the case of termination of employment pursuant to 62.9, the University will provide four (4) weeks' notice for staff in either fixed-term or convertible appointments, and 13 weeks' notice for staff in continuing appointments.

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

PART 12 – Remuneration

63 OVERSEAS CONFERENCE SCHEME

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

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

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

64 CLINICAL LOADINGS

- 64.1 [Criteria]** Salary loadings for clinical responsibilities are payable to medically qualified members of the academic staff in the College of Medicine and Public Health in accordance with this clause.
- 64.2 [Exclusion]** A medically qualified staff member whose qualifications are not registered in the State/Territory of employment will not be eligible for a clinical loading.
- 64.3 [Amounts of Clinical Loadings]** Schedule 6 of this Agreement sets out the relevant criteria and rates for clinical loadings. Clinical loadings are superannuable.

65 OFFSHORE TEACHING

- 65.1** The University's expectation is that offshore teaching will, in the majority of cases, be undertaken by staff in continuing/convertible/fixed-term appointments.
- 65.2** Offshore activities will usually be considered to be within normal academic workloads.
- 65.3** Inability to participate in offshore programs should not affect a staff member's position at the University, unless participation in such programs is part of the agreed job specification.
- 65.4 [Daily Allowance]** All staff undertaking approved offshore teaching activities will receive an allowance for where teaching is delivered, in addition to normal salary. This daily allowance will be paid at a rate per day equivalent to the LEC01 rate applicable to casual academic staff as prescribed in this Agreement.
- 65.5** The University will approve an additional payment to a total of two times the LEC01 rate in exceptional cases where a full campus-based workload is maintained in addition to undertaking off-shore activities.
- 65.6** Travel days will not attract any additional remuneration.
- 65.7 [Reasonable expenses]** Continuing and fixed-term staff required to frequently travel intrastate, interstate or overseas, will be issued with a Flinders University corporate card. All reasonable business expenses incurred by the staff member may be charged to the corporate card. The staff member will use the applicable Australian Tax Office reasonable travel expenses rates as a guide and must retain evidence of all expenses. The staff member is responsible for reconciling the card each month.
- Infrequent travellers or staff travelling to remote areas will have alternative arrangements put in place to ensure all reasonable costs are covered by the University.
- 65.8** Where a casual academic staff member undertakes offshore teaching, the casual academic staff member will be remunerated for seven (7) hours per travel day at the OD1 rate as prescribed by this Agreement.

PART 13 – Hours of Work

66 ACADEMIC WORKLOADS

- 66.1 [General principles]** The University and its staff recognise the importance of a balance between working life and personal commitments. Academic workloads will be determined in accordance with a workload allocation model that is consistent with the Academic Workload Equalisation Principles.

Deans (People and Resources), in collaboration with all academic staff and the College leadership team, will develop a workload model using an active, consultative and transparent process. As part of the process all activities undertaken by staff will be identified for inclusion. The resultant workload model will inform workload allocation in each

College/portfolio/discipline. Academic workloads will be equitable, transparent, manageable and consistent with the University's strategic aims and values.

66.1.1 If, during the life of this Agreement, the average workload increases for a particular College/portfolio/discipline, the Dean (People and Resources), in consultation with the Vice-President and Executive Dean, will:

- analyse the reasons for the increase in workload; and
- implement suitable amelioration strategies consistent with the University's commitment to quality in teaching and research.

66.1.2 The University is committed throughout the term of this Agreement, as part of its ongoing management strategies, to investigating and devising strategies that ensure safe and reasonable workloads. Any resulting initiatives will seek to support and enhance the University's commitment to quality in teaching and research.

66.2 [Academic Workload Equalisation Principles]

66.2.1 Teaching, Research and Creative Activity, and University Service and Leadership (including administration and professional and community performance) comprise the basic components of measured workload. An academic staff member's workload will comprise an appropriate mix of these components, taking account of the diversity of academic positions.

66.2.2 Workload relative weightings for these components will take account of the needs and priorities of each College/discipline/portfolio.

It is recognised that:

- Workload allocations for research and creative activity will have regard to the diversity of academic roles, the University's strategic priorities, the College/portfolio/discipline's operational requirements and performance guides for research and creative activity. Workload models will provide reasonable opportunity for research and creative activity as appropriate to the position. Expected outputs will be reasonable and appropriate for the discipline area, level of academic appointment and position.
- As teaching activities may vary across Colleges/portfolios/disciplines, the aggregated measure of activities encompass but are not limited to:
 - Preparation of teaching materials for all modes of delivery;
 - Delivery of teaching materials in all modes for undergraduate, honours and postgraduate coursework programs;
 - Supervision of undergraduate, honours and postgraduate coursework projects;
 - Preparing, marking and moderation of student assessment;
 - Student consultation related to learning;
 - Teaching administration including appointment and supervision of casual academic staff;
 - WIL supervision;
 - Scholarship, professional development and maintenance of discipline currency.

66.2.3 College/portfolio/discipline variations to the workload model will be developed in consultation with staff. The Deans (People and Resources) will facilitate this process. The model will be adapted wherever necessary to accommodate differences. Adjustments will be reviewed by the relevant senior leadership teams of the Colleges for fairness and consistency with the terms of this Agreement.

66.2.4 The relevant workload model will be inclusive of all workload associated with the Academic Profiles and will be transparent to staff. Individual workload allocation will

be such that a full-time academic is able to undertake their workload in 1725 hours per year (this figure incorporates an adjustment for four (4) weeks' annual leave and then (10) public holidays).

- 66.2.5** Teaching workload allocations and Service and Leadership allocations will be sufficient to enable a staff member to fulfil the related responsibilities consistent with 66.2.4.
- 66.2.6** The workload model will provide appropriate opportunity for research and creative activity. Research and creative activity outputs will be reasonable and appropriate for the College, level of academic appointment and position.

Workload allocations for research and creative activity will have regard to the diversity of academic roles, the University's strategic priorities, a staff member's research goals, College/portfolio/discipline operational requirements, and performance guides for research and creative activity outcomes. Performance guides will be used to assist with workload allocations for research and creative activity, and will be reviewed in consultation with staff at the end of the first year of introduction and then as required.

A staff member's research and creative activity outcomes will be assessed based on relevant contribution to their field of research. Such contributions may include but are not limited to: refereed publications; non-traditional or creative outputs; books, book chapters or edited books; peer-reviewed conference publications; research funding; higher degree research completions; other recognised measures of impact and engagement.

An agreed research plan will be developed between the staff member and their academic supervisor. The plan will be informed by the guide and will be cognisant of different contributions to fields of research and an individual's performance relative to opportunity.

Where a staff member and their supervisor cannot agree a suitable research plan, the matter will be referred to the Dean (People and Resources) or equivalent in the first instance. If the matter is not resolved following consultation with the Dean (People and Resources), the staff member may refer the matter to the Vice-President and Executive Dean.

- 66.2.7** The agreed workload model, incorporating any College/discipline/portfolio specific adjustments, will be consistently applied across all academic levels (A-E).
- 66.2.8** Staff within each College/portfolio/discipline, irrespective of level, are expected to have approximately the same overall total workload (quantitatively) while allowing for the distribution of total workload across the academic areas to vary between individuals.
- 66.2.9** In determining each annual workload, consideration will be given to individuals' workloads in the previous year and possibly future years.
- 66.2.10** The target workload expected of an academic staff member in any given year will be reduced on a pro rata basis to take account of approved periods of leave taken in that year, in addition to the standard four weeks annual recreation leave.
- 66.2.11** Colleges/disciplines/portfolios, through the Deans (People and Resources) or equivalent, will distribute each year, to all relevant academic members of the College/portfolio/discipline, a document setting out the details of the workload model, any College/portfolio/discipline specific adjustments and the workload allocations for all of the relevant academic staff within the College/portfolio/discipline.
- 66.2.12** Colleges/portfolios/disciplines, through the Vice-President and Executive Deans or equivalent, will forward a document each year to the Deputy Vice-Chancellor

(Students) setting out the details of the workload model and any College specific adjustments, details of the consultation process and the workload allocations for all staff within the College/portfolio/discipline.

- 66.2.13** Where a staff member feels aggrieved about the application of the workload allocation model in respect of their own workload, the staff member will raise their concern with the Dean (People and Resources) or equivalent in the first instance. If the matter is not resolved following consultation with the Dean (People and Resources), the staff member may refer the matter to the Vice-President and Executive Dean.

PART 14 – Development

67 OUTSIDE STUDIES PROGRAM

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

67.2 [Eligibility]

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

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

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

67.2.1.3 notwithstanding 67.2.1.1 and 67.2.1.2, a staff member must also have an appointment of sufficient length to allow them to return to the University for a period equal to twice the length of the approved program or a period of six (6) months, whichever is the lesser;

67.2.1.4 an OSP will not normally be granted to a staff member in the year in which they are due to retire, or for the period between notice of resignation being given and the effective date of resignation, unless the requirements of 67.2.1.3 can be met and substantial benefits to the College/Portfolio/University can be demonstrated.

67.2.1.5 Research Academic staff are not eligible for OSP under this clause.

- 67.2.2** Academic staff are encouraged to apply for OSP when eligible. Staffing plans will make forward provision to facilitate reasonable access to OSP.

- 67.2.3** Although a staff member may be eligible to apply to undertake an OSP, no applicant has a right to take a program, and the University has no obligation to grant the application. Time since the last OSP and value to the individual and University will be the primary criteria in any OSP approval process.

- 67.3 [Basis of approval]** An essential, but not exclusive, condition for approval of a program is that it will bring significant benefits to the College/Portfolio/University.

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

68 ACADEMIC PROMOTION

68.1 [Applications for promotion] will be determined objectively on the basis of academic merit. Evaluation of academic merit in this context involves the deliberative input of academic judgement as a significant element, the primary vehicle for which will be an appropriately constituted committee which is independent of the academic supervision of those applying for promotion. Further, evaluation of academic merit will take account of clause 56 and, in particular, the expectations specified in the Academic Profiles for the level to which promotion is sought, giving due consideration to achievements demonstrated within the areas covered by the Profiles.

68.2 [Eligibility to apply for promotion] All academic staff, other than casual staff, are eligible to apply for promotion except that for staff employed on a fixed-term basis, the cumulative term of appointment must be at least three (3) years.

68.3 [Appeals] An academic staff member whose application for promotion is unsuccessful has a right to appeal the decision on grounds limited to alleging that the decision substantially miscarried as a result either of serious defect in the decision-making process or evidence that the applicant was discriminated against (being discrimination as defined under the University's Equal Opportunity policy).

68.3.1 Any appeal will be to an Appeal Committee comprising three (3) members as follows:

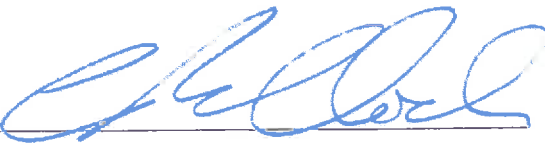
- A Chairperson, appointed by the Vice-Chancellor from a panel of independent chairpersons agreed by the parties to the Agreement;
- A member nominated by the Vice-Chancellor;
- A staff member nominated by the Deputy Chair of the UCC, in consultation with the members of the UCC who have not been nominated by the Vice-Chancellor.


The decision of the Committee will be final.

68.4 [Promotions committees] The composition of the promotions committees for applications to levels B to E and the composition of the Promotions and Academic Appointment Review Committee will provide for the President of the Flinders Branch of the NTEU (or nominee) to be a non-voting member.

68.5 [All other matters] relating to the promotion of academic staff, will be as set out in the applicable University policies as they exist from time to time.

SIGNATORIES

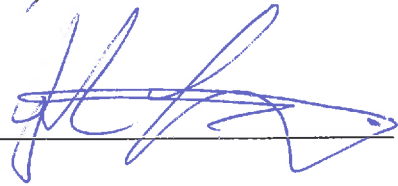
Signed:  Professor Clare Pollock
Acting President and Vice-Chancellor

In the presence of:  Flinders University
Bedford Park
SA 5042

Dated: 12 July 2019

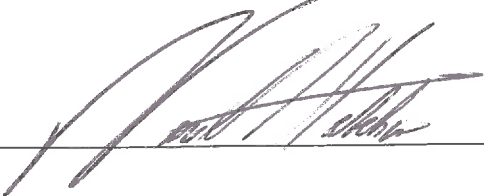
The authority of the Vice-Chancellor to sign a workplace agreement arises from the Flinders University of South Australia Act 1966, 16 (1a): The Vice-Chancellor is the principal academic and chief executive officer of the University and is responsible to the Council for the academic standards, management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

Signed:  Mr Peter Bauer
State Secretary

In the presence of:  Automotive, Food, Metals,
Engineering, Printing and Kindred
Industries Union
53-61 Dale Street
Port Adelaide SA 5015

Dated: 16th July 2019

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

Signed:  Mr Neville Kitchin
Branch Secretary

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

Dated: 16/7/19

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

Signed: _____



Mr Matthew McGowan
General Secretary

In the presence of: _____



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

Dated: 12 July 2019

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

SCHEDULE 1 SALARY RATES FOR FULL-TIME PROFESSIONAL STAFF

Level	Step	6 July 2019 Salary pa (\$) \$2,100 increase	4 July 2020 Salary pa (\$) 1.7% increase	3 July 2021 Salary pa (\$) 1.8% increase	2 July 2022 Salary pa (\$) 1.9% increase
HEO1	01	48774	49603	50496	51455
	02	49835	50682	51594	52574
	03	50895	51760	52692	53693
HEO2	01	52255	53143	54100	55128
	02	53310	54216	55192	56241
	03	54890	55823	56828	57908
	04	55948	56899	57923	59024
HEO3	01	57283	58257	59306	60433
	02	58865	59866	60944	62102
	03	60442	61470	62576	63765
	04	62015	63069	64204	65424
HEO4	01	63361	64438	65598	66844
	02	64413	65508	66687	67954
	03	65458	66571	67769	69057
	04	66504	67635	68852	70160
	05	68336	69498	70749	72093
HEO5	01	70399	71596	72885	74270
	02	72225	73453	74775	76196
	03	74052	75311	76667	78124
	04	75875	77165	78554	80047
	05	77695	79016	80438	81966
HEO6	01	78602	79938	81377	82923
	02	79903	81261	82724	84296
	03	81205	82585	84072	85669
	04	82506	83909	85419	87042
	05	83806	85231	86765	88414
HEO7	01	85370	86821	88384	90063
	02	87448	88935	90536	92256
	03	89530	91052	92691	94452
	04	91617	93174	94851	96653
	05	94500	96107	97837	99696
HEO8	01	96820	98466	100238	102143
	02	100721	102433	104277	106258
	03	104623	106402	108317	110375
	04	107187	109009	110971	113079
HEO9	01	111392	113286	115325	117516
	02	115293	117253	119364	121632
	03	119197	121223	123405	125750
HEO10	01	122873	124962	127211	129628
	02	126497	128647	130963	133451
	03	130229	132443	134827	137389

SCHEDULE 2 HOURLY RATES FOR CASUAL PROFESSIONAL STAFF

	6 July 2019 Salary pa (\$) \$2,100 increase	4 July 2020 Salary pa (\$) 1.7% increase	3 July 2021 Salary pa (\$) 1.8% increase	2 July 2022 Salary pa (\$) 1.9% increase
HEO1	30.75	31.28	31.84	32.45
HEO2	32.95	33.51	34.11	34.76
HEO3	36.13	36.74	37.4	38.11
HEO4	39.95	40.64	41.36	42.15
HEO5	44.39	45.15	45.96	46.84
HEO6	49.56	50.41	51.31	52.29
HEO7	53.84	54.75	55.74	56.79
HEO8	61.05	62.09	63.21	64.41
HEO9	70.24	71.44	72.73	74.10
HEO10	77.48	78.80	80.21	81.74

Note: All rates include a loading of 25%

SCHEDULE 3 SALARY RATES FOR FULL-TIME APPRENTICE STAFF

Level	Step	6 July 2019 Salary pa (\$) \$2,100 increase	4 July 2020 Salary pa (\$) 1.7% increase	3 July 2021 Salary pa (\$) 1.8% increase	2 July 2022 Salary pa (\$) 1.9% increase
Apprentice Rates					
HEO3P	01	27496	27963	28466	29007
	02	31506	32042	32619	33239
	03	42962	43692	44478	45323
	04	50409	51266	52189	53181
	05	53846	54761	55747	56806

Note: Apprentice rates are determined as a percentage of the first step of the HEO3 salary scale as follows:

- Step 1: 48%
- Step 2: 55%
- Step 3: 75%
- Step 4: 88%
- Step 5: 94%

SCHEDULE 4 SALARY RATES FOR FULL-TIME ACADEMIC STAFF

Rates apply to Teaching Specialist, Teaching and Research, and Research Academic staff

Level	Step	6 July 2019 Salary pa (\$) \$2,100 increase	4 July 2020 Salary pa (\$) 1.7% increase	3 July 2021 Salary pa (\$) 1.8% increase	2 July 2022 Salary pa (\$) 1.9% increase
Level A	01	75669	76955	78340	79828
RESA	02	79443	80794	82248	83811
	03	82506	83909	85419	87042
	04 *	85571	87026	88592	90275
	05	88637	90144	91767	93511
	06	91700	93259	94938	96742
Level B	01	96423	98062	99827	101724
RESB	02	99960	101659	103489	105455
	03	103490	105249	107143	109179
	04	107031	108851	110810	112915
	05	110565	112445	114469	116644
	06	114106	116046	118135	120380
Level C	01	117641	119641	121795	124109
RESC	02	121181	123241	125459	127843
	03	124718	126838	129121	131574
	04	128255	130435	132783	135306
	05	131786	134026	136438	139030
	06	135324	137625	140102	142764
Level D	01	141222	143623	146208	148986
RESD	02	145932	148413	151084	153955
	03	150652	153213	155971	158934
	04	155369	158010	160854	163910
Level D Plus	01	168337	171199	174281	177592
Level E	01	181307	184389	187708	191274

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

SCHEDULE 4 (Cont.) CRITERIA AND RATES FOR TOPIC AND COURSE COORDINATION

Basic Topic Coordination by Level A Academic Staff	
Criteria	<ul style="list-style-type: none"> - responsibility for, in consultation with more senior staff, coordinating no more than one standard topic per teaching period and ensuring its appropriate assessment; - may include arranging for the use of physical facilities and resources and obtaining input from other staff - does not include topic initiation, development or review - does not include supervision of casual staff. - A standard topic is one which has an enrolment number of more than 20 students and which does not substantially share components with another topic.
Rate	<ul style="list-style-type: none"> - Academic staff at Level A Steps 1–3 who undertakes basic topic coordination duties will receive a higher duties allowance equal to the difference between their salary and Level A Step 4. Annual incremental adjustments will apply. - The allowance will start one (1) week prior to the commencement of a semester and continue until one (1) week after the final assessment task for the topic is submitted by the students.
Complex Level of topic coordination by Level A Academic Staff	
Criteria	<ul style="list-style-type: none"> - will apply in the following, but not limited to, examples, where a Level A staff member has coordination responsibility for more than one standard topic per teaching period; or - has responsibility for the initiation or development or review of topic curriculum, in addition to carrying out standard topic coordination duties; or - has responsibility for organising and overseeing a team of casual academics. - The allowance will start one (1) week prior to the commencement of a semester and continue until one (1) week after the final assessment task for the topic is submitted by the students.
Rate	<ul style="list-style-type: none"> - an allowance equal to the difference between their salary and Level B Step 1. Annual incremental adjustments will apply.
Program Coordination by Level B or Lower Academic Staff	
Criteria	<ul style="list-style-type: none"> - responsibility for the complex planning and coordination of a course, including content and curriculum, managing student matters, coordination of staff, arranging for the use of physical facilities and resources, and ensuring appropriate assessment.
Rate	<ul style="list-style-type: none"> - an allowance equal to the difference between the staff member's salary and Level C Step 1 if duration exceeds 20 days and the program enrolment is greater than 100 EFTSL. Annual incremental adjustments will apply. - The allowance will only apply if the staff member has been designated in writing by the Vice President and Executive Dean as the coordinator of the program / course and will not normally continue for more than one (1) year.

SCHEDULE 5 RATES AND DESCRIPTORS FOR CASUAL ACADEMIC STAFF

5.1 TERMS OF ENGAGEMENT

Each casual engagement will clearly define the required duties and rates of pay and will be of sufficient duration to cover the activity.

A casual academic engaged to deliver an activity described under 5.1 of this Schedule will be paid at the corresponding rate listed in 5.2. Where there is a requirement for additional work associated with a particular activity, it will be paid at the hourly rate associated with the initial activity. Activities not described in 5.1 will be paid at an hourly rate appropriate to the task against one of the rates set out in **Hourly Rates (2)** of this Schedule.

Resources

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

5.2 DESCRIPTORS

Lecturing

For the purposes of this Schedule, the term 'lecture' means any education delivery (regardless of teaching mode) described as a lecture in a course or topic outline, or in any official timetable issued by the University.

- LEC03** Is paid to a distinguished scholar who is an expert in their field and gives a single lecture or a small group of lectures. Rate assumes one (1) hour delivery and up to three (3) hour's preparation work. Repeat delivery of substantially the same lecture within seven days is paid at the LD1 hourly rate.
- LEC02** Is paid where the lecturer assumes significant responsibility for planning and developing, or reviewing and revising a topic or a large part of a topic, as well as lecturing. Rate assumes one (1) hour delivery, two (2) hours preparation and one (1) hour of student consultation. Repeat delivery of substantially the same lecture within seven days is paid at the LC1 hourly rate plus one (1) hour of student consultation, also paid at the LC1 rate.
- LEC01** Is the standard rate paid for a lecture, where topic outlines and lecture notes are provided. Rate assumes one (1) hour delivery, two (2) hours of preparation and student consultation. Repeat delivery of substantially the same lecture within seven days is paid at the LB1 hourly rate plus one (1) hour of student consultation, also paid at the LB1 rate.

Tutoring

For the purpose of this Schedule, the term 'tutorial' means any educational delivery (regardless of teaching mode) described as a tutorial or seminar in a course or unit outline, or in any official timetable issued by the University.

- TUT01** Is the standard rate paid for a tutorial which involves the exercise of autonomous academic judgement. Rate assumes one (1) hour delivery and two (2) hours' of preparation and student consultation. Repeat delivery of substantially the same tutorial within seven days is paid at the TA1 hourly rate plus one (1) hour of student consultation, also paid at the TA1 rate.
- TUT02** Is paid for a tutorial where a predetermined, script outline is provided and delivery is under the close direction of the topic coordinator. Rate assumes one (1) hour delivery and one hour (1) preparation and student consultation. Repeat delivery of substantially the same tutorial within seven days is paid at the TA1 hourly rate plus 30 minutes of student consultation, also paid at the TA1 rate.

Demonstrating

For the purpose of this Schedule, the term 'demonstrating' means carrying out practical activities to illustrate principles. It is usually carried out under the supervision of an academic staff member.

DEM01 is paid for each hour of demonstration which involves the exercise of autonomous academic judgement or responsibility for a sequence of practical sessions. Rate assumes one (1) hour delivery and thirty (30) minutes associated work.

DEM02 is paid for each hour of demonstration of a structured practical session, which is normally carried out under the supervision of an academic staff member. Rate assumes one (1) hour of delivery and no associated work.

Marking

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

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

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

Contemporaneous marking attracts no additional payment.

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

MRK01 is for marking requiring a significant exercise of academic judgement.

MRK02 is for routine marking, where guidance is provided by way of exemplars or correct responses.

All marking, with the exception of 'contemporaneous marking', attracts a separate payment in accordance with the relevant rate MRK01 or MRK02.

Music Education

For the purpose of this Schedule, the term 'musical accompanying with special educational services' means the provision of musical accompaniment to one (1) or more students or staff in the course of teaching by another member of the academic staff in circumstances where the accompanist uses educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

MUS01 Is paid per hour for musical accompanying with special education services, as described above.

MUS02 is paid for musical coaching or accompanying that does not include special education services.

Clinical Education

For the purpose of this Schedule, the term 'clinical education' means the conduct of education in an authentic clinical workplace, including but not limited to the disciplines of nursing and speech pathology, social work and psychology.

CLE01 is the rate paid for delivery requiring normal preparation. Rate assumes one (1) hour delivery and one (1) hour associated work (inclusive of preparation and student consultation).

CLE02 is the rate paid for delivery requiring basic preparation. Rate assumes one (1) hour delivery and 30 minutes associated work (inclusive of preparation and student consultation).

Practicum Supervision

For the purpose of this Schedule, the term 'practicum supervision' means liaising, during a student placement, with the placement provider and the placement supervisor and providing relevant feedback on

the student to the University's Practicum Coordinator, such as the Teaching Education Coordinator. This rate does not apply to teachers who undertake the day-to-day classroom supervision of students on placement.

TPS01 is the rate paid for each hour for attendance on site and associated activities including but not limited to: liaison with the placement provider, administration, report writing and liaising with the student/s.

TPS02 is the rate paid for travel between the University and the placement provider or between different placement provider sites.

Topic Coordination

For the purpose of this Schedule, the term 'topic coordination' means the duties described for 'full topic coordination' in this agreement. The University's expectation is that topic coordination will, in the majority of cases, be undertaken by staff in continuing/convertible/fixed-term appointments. In circumstances where topic coordination is undertaken by a casual academic staff member, the relevant college will ensure appropriate payment, using the topic coordination rate, is made for all aspects related to topic coordination, including preparation and maintenance of digital learning platforms, taking account of the duration of the topic and the number of students enrolled.

TCC01 Is the rate paid for each hour of complex topic coordination duties as described in Schedule 4.

TCS01 Is the rate paid for each hour of standard topic coordination duties as described in Schedule 4.

Other Duties

MTG Is paid per hour of attendance at meetings where the topic coordinator deems attendance compulsory for the effective delivery of casual teaching activities.

VLA Is paid per hour of attendance at or online viewing of lectures, where the topic coordinator deems this essential for the effective delivery of casual teaching activities.

CTIS Is paid per hour of participation at compulsory induction or training sessions.

Hourly Rates for Other Duties not included in the Descriptors in this Schedule

TA1 Is paid for Teaching Assistant duties.

LA1 Is paid for basic academic activities which require knowledge and expertise equivalent to that gained from completion of an Honours or Masters degree.

LA4 Is paid for basic academic activities which require knowledge and expertise equivalent to that gained from completion of a PhD.

LB1 Is paid for normal academic activities which require knowledge and expertise equivalent to that gained from a PhD and associated academic experience.

LC1 Is paid for Senior Lecturer level academic activities which require a high level of knowledge and expertise equivalent to that gained by extensive national or international teaching and research career.

LD1 Is paid for Associate-Professor level academic activities which require a very high level of knowledge and expertise equivalent to that gained by extensive international teaching and research career.

LE1 Is paid for Professorial level academic activities which require extensive knowledge and expertise equivalent to that gained through a sustained international teaching and research career.

5.3 RATES

Aggregated and Activity Based Rates

In certain categories, the hourly rate assumes both delivery and associated work – see Descriptors above. Rates for Lecturing (LEC01 to LEC03) and Tutoring (TUT01 and TUT02) may be fractionalised, by increments of 0.5, for any tutorial or lecture that is scheduled for more than one hour duration.

Rates apply to Teaching Specialist, Teaching and Research, and Research Academic staff.

Hourly Rates (1)

Code	Associated Hourly Rate	6 July 2019 Salary pa (\$) \$2,100 increase	4 July 2020 Salary pa (\$) 1.7% increase	3 July 2021 Salary pa (\$) 1.8% increase	2 July 2022 Salary pa (\$) 1.9% increase
LEC03	LD1	368.32	374.58	381.32	388.57
LEC02	LC1	306.80	312.02	317.64	323.68
LEC01	LB1	188.64	191.85	195.30	199.01
TUT01	TA1	136.68	139.00	141.50	144.19
TUT02	TA1	91.12	92.67	94.34	96.13
DEM01	LB1	94.32	95.92	97.65	99.51
DEM02	TA1	45.56	46.33	47.16	48.06
CLE01	TA1	91.12	92.67	94.34	96.13
CLE02	TA1	68.34	69.50	70.75	72.09
TPS01	LA1	49.34	50.18	51.08	52.05
TPS02	TA1	45.56	46.33	47.16	48.06
TCC01	LB1	62.88	63.95	65.10	66.34
TCS01	LA4	55.80	56.75	57.77	58.87
MUS01	LC1	76.70	78.00	79.40	80.91
MUS02	TA1	45.56	46.33	47.16	48.06
MTG	TA1	45.56	46.33	47.16	48.06
VLA	TA1	45.56	46.33	47.16	48.06
CTIS	TA1	45.56	46.33	47.16	48.06
MRK01	LB1	62.88	63.95	65.10	66.34
MRK02	TA1	45.56	46.33	47.16	48.06

Hourly Rates (2)

Code	6 July 2019 Salary pa (\$) \$2,100 increase	4 July 2020 Salary pa (\$) 1.7% increase	3 July 2021 Salary pa (\$) 1.8% increase	2 July 2022 Salary pa (\$) 1.9% increase
#TA1	45.56	46.33	47.16	48.06
*LA1	49.34	50.18	51.08	52.05
*LA4	55.80	56.74	57.76	58.86
*LB1	62.88	63.94	65.09	66.33
*LC1	76.70	78.01	79.41	80.93
*LD1	92.08	93.65	95.33	97.14
*LE1	118.21	120.23	122.39	124.71

Notes: *includes a loading of 25% relative to the equivalent continuing academic salary.

based on casual rates for tutoring and demonstrating from Flinders University Enterprise Agreement 2014 - 2017

5.4 CODE TRANSLATION

The casual academic descriptors and codes as described at 5.2 will come into effect seven days from the date of approval of the Agreement. The casual academic rates to apply from 6 July 2019 will be in accordance with the codes below.

Transition Codes (3)

Codes under previous Flinders University Enterprise Agreement 2014 - 2017		Codes under this Agreement
Description	Previous Code	New Code
Lecturer	L1	2 x LB1
Lecturer	L2	LEC01
Lecturer	L3	LEC02
Lecturer	L4	LEC03
Tutor	T1	TUT01
Tutor	T2	TUT01
Tutor	T3	TUT02
Repeat Tutor	TR1	2 x TA1
Repeat Tutor	TR3	1.5 x TA1
Demonstrator	D1	DEM02
Marking	M1	MRK01
Marking	M2	MRK02
Clinical Nursing Educator	CN1	CLE01
Clinical Nursing Educator	CN2	CLE02
Musical Accompaniment	MUS1	MUS01
Other	OD1	TA1
Teaching Practice Supervision	TPS	TPS01
Research	R1	LC1
Topic Coordination	TC	TCS01
Speech Pathology Clinical Session	SPCS	CLE02

SCHEDULE 6 CLINICAL LOADINGS

6.1 RATES

Code	6 July 2019 Salary pa (\$) 2.01% increase	4 July 2020 Salary pa (\$) 1.7% increase	3 July 2021 Salary pa (\$) 1.8% increase	2 July 2022 Salary pa (\$) 1.9% increase
Clinical Appointment I	15823	16093	16382	16694
Clinical Appointment II	23735	24139	24573	25040
Clinical Appointment III	31647	32185	32764	33387

* \$2,100 has been applied as an average percentage increase across all classifications

6.2 CRITERIA

[Clinical Appointment I – 1/2 Loading] paid to each medically qualified staff member who is:

- required to undertake clinical responsibilities in teaching or patient care and who has clinical involvement through teaching, research, diagnostic services and/or patient care; and
- whose name appears on the Register of Medical Practitioners of the Medical Board in the State/Territory of employment.

[Clinical Appointment II – 3/4 Loading] paid to each medically qualified staff member who is:

- required to have significant responsibility for patient care or diagnostic services; and
- whose name appears on the Register of Medical Practitioners of the Medical Board in the State/Territory of employment.

[Clinical Appointment III – Full Loading] paid to each medically qualified staff member who is:

- required to have significant responsibility for patient care and diagnostic services and either whose name appears on the appropriate Register of Specialists of the Medical Board in the State/Territory of employment of South Australia; or
- who has Fellowship of the Royal Australian College of General Practitioners or equivalent.

SCHEDULE 7 ALLOWANCES

Type	6 July 2019 Salary pa (\$) 2.01% increase *	4 July 2020 Salary pa (\$) 1.7% increase	3 July 2021 Salary pa (\$) 1.8% increase	2 July 2022 Salary pa (\$) 1.9% increase
Professional – Per Hour				
Duty at Sea Allowance: Minimum payable for any one period at sea	30.88	31.40	31.97	32.58
	3.08	3.13	3.19	3.25
Coxswain Allowance: Minimum payable for any one period at sea	61.90	62.95	64.08	65.30
	6.18	6.29	6.40	6.52
Plumbers Allowance	0.81	0.82	0.83	0.85
Professional – Per Day				
Camping Allowance	48.66	49.49	50.38	51.34
Field Trip Allowance	9.38	9.54	9.71	9.89
Diving Allowance	38.64	39.30	40.01	40.77
Professional – Per Annum				
Language Allowance I	848.72	863.15	878.69	895.39
Language Allowance II	1698.47	1727.34	1758.43	1791.84
Industry Allowance				
First Component:	961.95	978.30	995.91	1014.83
Second Component:				
With relevant trade Qualification	961.95	978.30	995.91	1014.83
Without relevant trade qualification	481.49	489.68	498.49	507.96
First Aid Coordinator Allowance	643.68	654.62	666.40	679.06
Chief Fire Warden Allowance	643.68	654.62	666.40	679.06
Allowance in lieu of Overtime (HEO8):				
Between 10 and 25 hours/calendar year (2%)	2092	2128	2166	2207
Between 26 and 50 hours/calendar year (4.5%)	4708	4788	4874	4967
Between 51 and 75 hours/calendar year (7%)	7324	7448	7582	7726

Type	6 July 2019 Salary pa (\$) 2.01% increase *	4 July 2020 Salary pa (\$) 1.7% increase	3 July 2021 Salary pa (\$) 1.8% increase	2 July 2022 Salary pa (\$) 1.9% increase
Professional & Academics – Per Annum				
Aboriginal and Torres Strait Islander Language Allowance I	848.72	863.15	878.69	895.39
Aboriginal and Torres Strait Islander Language Allowance II	1698.47	1727.34	1758.43	1791.84
Professional – Per Occasion in accordance with 51.10				
Overtime Meal Allowance	16.74	17.02	17.33	17.66

* \$2,100 has been applied as an average percentage increase across all classifications

SCHEDULE 8 CONTINUING CONTINGENT FUNDED (CCF) APPOINTMENTS

1 **[Definition]** A continuing contingent funded (CCF) appointment is an appointment that has limited term funding provided from external sources, but not funding that is part of the operating grant from government or funding comprised of payments of fees made by or on behalf of students.

2 **[Eligibility]** The University may offer, and a fixed-term staff member may apply for, conversion to a CCF appointment where:

- 2.1 they have been employed continuously by the University for a period of at least three (3) years; and
- 2.2 they have performed at a satisfactory level; and
- 2.3 they are, or are about to be, employed on a second or subsequent consecutive fixed-term contract of employment; and
- 2.4 their employment has been and will continue to be for the circumstance(s) of “research” and/ or “tied funding” as described in 55.2.3 and Schedule 9 at 2.3.

Notwithstanding the above, the University may, at its absolute discretion, offer a CCF appointment to a fixed-term staff member whether or not the eligibility criteria have been met.

3 **[Suitable Alternate Employment]**

At the end of the funding term, the University will seek to find suitable alternate employment for a CCF staff member, subject to a suitable vacancy being available, and giving consideration to the skills, qualifications and experience of the staff member, provided performance has been satisfactory.

4 The following clauses in this Agreement will not apply to continuing contingent-funded appointments:

- Cl.13 [Managing Change] when the funding that supports the position either ceases or becomes insufficient, causing termination of the contract as in Clause 6 of this Schedule;
- Cl. 39 [Redundancy];
- Schedule 9 [Fixed-Term Employment].

5 **[Superannuation- CCF Appointments]**

5.1 Staff members who are offered CCF appointments will be continuing appointments subject to the University being satisfied that full and adequate provision is included in the funding arrangements for the position such that the full employer contribution can be met from other than recurrent funds of the University.

5.2 It is intended that any increase in employer superannuation contributions is planned and therefore it is not the intention of this clause to require a change in superannuation arrangements part way through an externally funded contract.

The University will encourage applicants for funding to use their best endeavours to accommodate in future applications for funding the higher level of employer superannuation contribution referred to in 5.1 above and where successful, to pass this benefit on to the staff member on the CCF appointment.

5.3 From the first full pay period on or after 31 December 2021 employer superannuation contributions to staff members on CCF appointments will be 17%.

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

6.1 the funding that supports the position ceases or is insufficient and there are no known alternate suitable opportunities available at the end of the notice period; or

- 6.2 the inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable her/him to complete the requirements of the position; or
- 6.3 termination is under the relevant probation or disciplinary provisions of this Agreement.

7 **[Notice period]** Where a staff member's employment is terminated under 6.1 or 6.2 above, the staff member will be provided with at least four (4) weeks' notice of termination (or payment in lieu), or such notice as is provided for in the *Fair Work Act*, or in accordance with the staff member's contract of employment, whichever is the greater.

8 **[Severance pay entitlement]** Where a staff member's employment is terminated under 6.1 or 6.2 above, severance will be payable unless the staff member has:

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

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

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

8.2 **[Continuous Service]** Inclusive of the staff member's service in preceding fixed-term appointment subject to 3.5.

8.3 **[Timing of severance payment]** Where a staff member may be offered further employment in the University within eight (8) weeks of the termination of the appointment, the severance payment may be delayed until after that eight (8) week period has expired.

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

10 **[Right of Refusal]** The University will not unreasonably refuse a staff member's application to convert to a continuing contingent-funded appointment.

SCHEDULE 9 FIXED-TERM EMPLOYMENT

- 1 **[Fixed-term employment]** means employment for a specified term or ascertainable period.
- 2 **[Circumstances where fixed-term appointments may be made]** Fixed-term appointments will be used only where one or more of the following circumstances apply:
- 2.1 **[Specific task or project]** Where an appointment is necessary to undertake a definable work activity which is expected to be completed within an anticipated timeframe.
- 2.2 **[Research]** Where an appointment is made to undertake research-only functions. An initial appointment under this clause will not exceed five (5) years. Subsequent fixed-term appointments under this clause may be made but will not exceed five (5) years in each case.
- 2.3 **[Tied funding]** Where an appointment is funded by a grant or other funding received by the University that can only be spent for the purposes granted, excluding Government operating grants and funding comprised of fees made by or on behalf of students.
- 2.4 **[Organisational change or uncertainty over future requirements in new or disestablished areas]** Where the prospective ongoing need for a position in a new or disestablished area is not known, fixed-term employment may be offered for up to three (3) years in new areas and up to twelve (12) months in disestablished areas.
- 2.4.1 **[Ongoing requirement in new areas]** Where there is an ongoing requirement for a position in a new area, in the first instance the incumbent staff member will be offered the position, provided that they have performed satisfactorily in that position.
- 2.5 **[Sessional fixed-term staff]** Where a staff member is appointed from Academic Casual to Sessional Fixed-Term Employment in accordance with Clause 61.
- 2.6 **[Replacement employee]** Where it is necessary to replace a staff member who:
- is either on authorised leave of absence, acting in a higher position or on a temporary secondment, or
 - has resigned or retired and where recruitment action to the vacant position has commenced.
- 2.7 **[Recent professional practice]** Where a curriculum in professional or vocational education requires that work be undertaken by a person who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding two (2) years
- 2.8 **[Pre-retirement]** Where a staff member requests to convert to a fixed-term contract prior to retirement in accordance with University provisions. Such an appointment will not exceed two (2) years.
- 2.9 **[Student employment]** Where an enrolled student is employed for work activity which is not described in the circumstances elsewhere in this schedule. The work will be within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit.

Such appointments:

- will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and

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

2.10 [Traineeships/employment schemes] Where an appointment is made in accordance with a specific government-supported employment strategy, or in conjunction with a prescribed course of study, that is approved by the relevant Federal, State or Territory Authority.

2.11 [Graduate Development Program] Where an appointment is made under the University's Graduate Development Program.

Such appointments will be for a 12 month period with the possibility of 12 month reappointments normally up to a maximum of five (5) years.

2.12 [Distinguished scholar- Academic staff only] Where the University wishes to appoint a distinguished scholar for a short period.

2.13 [Other circumstances] Any other circumstance consistent with the intent of Schedule 9, that falls outside of the scope of 2.1 to 2.12, will be assessed on a case by case basis, by agreement with the NTEU. NTEU agreement will not be unreasonably withheld.

2.14 [Exclusions] Professional staff employed at HEO10 or above are excluded from the provisions of Part 2 of this Schedule.

3 [Contract renewal] Where a fixed-term contract is renewed by the University, the University will offer it to the incumbent provided performance has been satisfactory. For the purposes of this clause 'renewal' of a fixed-term contract occurs when a contract is offered which includes substantially the same duties as a previous contract, regardless of any change in name or designation.

4 [Cessation of contract]

4.1 [End of Contract] With the exceptions described in 2.6, 2.7, 2.8 and 2.12, the University will provide the staff member with written notice of whether it intends to continue or discontinue the position and whether the incumbent will be offered further employment. Such notice will be given at least four (4) weeks prior to the end of the appointment or such period as may be prescribed by the *Fair Work Act* or the contract of employment, whichever is the greater.

4.2 [External funding] Where the funding of the position is external to the University and beyond its control, such notice as prescribed in 4.1 above may not be able to be given. In these circumstances, the University may give notice to the staff member at the earliest practicable date thereafter.

4.3 [Payment in lieu of notice] The University may provide payment in lieu of all or part of the notice period.

5 [Severance pay entitlement]

5.1 [Entitlement] A fixed-term staff member employed on a contract in circumstances described in 2.1, 2.2 or 2.3 herein and whose contract of employment is not renewed, but who seeks to continue the employment, will be entitled to a severance payment in accordance with the below table, where they are on a second or subsequent fixed-term contract and the same or substantially similar duties are no longer required by the University.

Period of Continuous Service	Severance Pay Rate
less than one year	0
at least 1 year but less than 2 years	4 weeks' pay
at least 2 years but less than 3 years	6 weeks' pay

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

- 5.2 [Continuous Service]** Inclusive of the staff member's service in preceding fixed-term appointment subject to 3.5
- 5.3 [Timing of severance payment]** Where a staff member may be offered further employment in the University within eight (8) weeks of the termination of the appointment, the severance payment may be delayed until after that eight (8) week period has expired.
- 6 [Other conditions and entitlements]** Other conditions and entitlements for fixed-term staff will be specified in their contract of employment.
- 7 [Effect of unpaid leave]** Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.
- 8 [Appointments under the Graduate Development Program – consequences of withdrawal from study]** Such appointments may be terminated earlier than the date specified upon withdrawal by the employee from an approved higher degree program or, in special circumstances, at the end of the academic semester in which the person ceases to be enrolled in a higher degree.

SCHEDULE 10 PROFESSIONAL STAFF CLASSIFICATION DESCRIPTORS

The Professional staff Classification Descriptors identify the appropriate qualification and/or experience requirement for each Higher Education Officer Level 1 to 10 and summarise the operating levels for each of the seven position domains that are relevant to every professional staff position.

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

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

CLASSIFICATION DESCRIPTORS

HIGHER EDUCATION OFFICER LEVEL 1

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

HIGHER EDUCATION OFFICER LEVEL 2

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

HIGHER EDUCATION OFFICER LEVEL 3

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

HIGHER EDUCATION OFFICER LEVEL 4

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

HIGHER EDUCATION OFFICER LEVEL 5

DOMAIN	LEVEL
<i>Qualifications and/or experience</i>	Level 5 duties typically require a skill level that assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none">- Completion of a degree without subsequent relevant work experience; or- Completion of an advanced diploma qualification and at least one year of subsequent relevant work experience; or

	<ul style="list-style-type: none"> - Completion of a diploma qualification and at least two years' subsequent relevant work experience; or - Completion of a Certificate IV and extensive relevant work experience; or - Completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or - An equivalent combination of experience and/or education and/or training.
<i>Supervision Received</i>	General
<i>Supervision Provided to others</i>	Functional supervision
<i>Knowledge</i>	Routine to general
<i>Work Complexity</i>	Some complexity
<i>Judgement and Problem Solving</i>	Informed
<i>Written Communication</i>	Effective to well developed
<i>Oral Communication and Interpersonal Skills</i>	Effective to well developed

HIGHER EDUCATION OFFICER LEVEL 6

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

HIGHER EDUCATION OFFICER LEVEL 7

DOMAIN	LEVEL
<i>Qualifications and/or experience</i>	Level 7 duties typically require a skill level that assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> - Completion of a degree with at least four (4) years' subsequent relevant experience; or - Extensive experience and management expertise in technical or administrative fields; or - An equivalent combination of experience and/or education and/or training.
<i>Supervision Received</i>	Broad
<i>Supervision Provided to others</i>	Functional supervision and line management
<i>Knowledge</i>	General to broad

<i>Work Complexity</i>	Complex to complex and innovative
<i>Judgement and Problem Solving</i>	Significant to high level
<i>Written Communication</i>	Well developed to high level
<i>Oral Communication and Interpersonal Skills</i>	Well developed to high level

HIGHER EDUCATION OFFICER LEVEL 8

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

HIGHER EDUCATION OFFICER LEVEL 9

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

HIGHER EDUCATION OFFICER LEVEL 10

DOMAIN	LEVEL
<i>Qualifications and/or experience</i>	Level 10 duties typically require a skill level that assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> - Postgraduate qualifications and extensive relevant experience and/or - Proven expertise in the management of significant human, financial and physical resources.
<i>Supervision Received</i>	Generally unguided

<i>Supervision provided to others</i>	Functional supervision and line management
<i>Knowledge</i>	Extensive
<i>Work complexity</i>	Advanced
<i>Judgement and Problem Solving</i>	Advanced
<i>Written Communication</i>	High level
<i>Oral Communication and Interpersonal Skills</i>	High level

QUALIFICATIONS REQUIREMENTS

(Within the Australian Qualifications Framework)

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

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

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

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

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

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

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

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

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

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

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

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

POSITION DOMAINS

DOMAIN MATRIX 1: SUPERVISION RECEIVED

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

DOMAIN MATRIX 2: SUPERVISION PROVIDED TO OTHERS

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

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

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

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

DOMAIN MATRIX 3: KNOWLEDGE

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

DOMAIN MATRIX 4: WORK COMPLEXITY

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

DOMAIN MATRIX 5: JUDGEMENT AND PROBLEM SOLVING

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

DOMAIN MATRIX 6: WRITTEN COMMUNICATION

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

DOMAIN MATRIX 7: ORAL COMMUNICATION AND INTERPERSONAL SKILLS

Communication takes into account social, cultural and linguistic diversity

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

SCHEDULE 11 MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSAL)

1 Introduction

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

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

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

2 Teaching and Research academic staff

2.1 Level A

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

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

2.2 Level B

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

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

2.3 Level C

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

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

2.4 Level D

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

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

2.5 Level E

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

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

3 Research Academic staff (inclusive of creative disciplines)

3.1 Level A

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

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

3.2 Level B

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

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

3.3 Level C

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

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

3.4 Level D

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

3.5 Level E

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

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

IN THE FAIR WORK COMMISSION

Section: s.185 - Application for approval of a single-enterprise agreement

Subject: Application for approval of the *Flinders University Enterprise Agreement 2019 to 2022*

Matter: **AG2019/2598**

Undertaking - Section 190

I, Steve Barrett, Director, People and Culture, give the following undertakings in accordance with section 190 of the *Fair Work Act 2009* (Cth) with respect to AG2019/2598 - Application for approval of the *Flinders University Enterprise Agreement 2019 to 2022*:

1. The NES will take precedence to the extent that there is any inconsistency with the Enterprise Agreement
2. When employing apprentices, the University will not rely on Schedule 3 and will apply the pay rates of the *Higher Education Industry- General Staff Award - 2010 (Award)*
3. Casual professional staff working outside 6am-6pm Monday to Friday will receive the penalty rates they would have received under the Award
4. Library staff working outside 6am-6pm Monday to Friday will receive at least the rate of pay they would have received under the Award



Steve Barrett
Director People and Culture
Date: 26 August 2019