

Log of Claims University of South Australia

## A. SUSTAINABLE AND SAFE WORKLOADS

That the Agreement provide for:

- 1. The right for all staff to choose to disconnect from University systems on weekends and outside regular times.
- 2. Effective hours-linked caps on academic workload, and proper and explicit allocations for the various parts of workload.
- 3. Protections against excessive or uncompensated overtime for professional staff.
- 4. Payment for marking for all academic staff, including casuals, to be based on time to undertake the work, including the related administrative load.
- 5. Ordinary hours for professional staff during the span 8.00 am to 6.00 pm Monday to Friday.
- 6. Protections against work intensification as a result of organisational change or any other relevant factor.
- 7. When staff are on leave the University will ensure the work that would have been performed does not cause excessive workload for the employee on return or for other staff during the period of leave.

# **B. SUSTAINABLE AND SECURE JOBS**

That the Agreement provide:

# In relation to all staff:

- 1. That, to mitigate against the negative impact of repetitious and disruptive change management on University staff, no individual be subject to an organisational change process more than once during the life of the Agreement.
- 2. Comprehensive consultation mechanisms in the event of organisational change.

# In relation to continuing staff:

3. That retrenchment, including voluntary retrenchment, only occur where the work performed in the position is no longer required to be performed by anyone.

## In relation to fixed-term staff:

- 4. Enhanced rights to further employment.
- 5. A right to conversion to continuing employment after three years' continuous service or two successive contracts.

## In relation to casual staff:

- 6. A requirement that casuals be paid by the hour at the applicable rate for every hour worked except where covered by the "rolled up" pay rates for tutoring and lecturing.
- 7. Payment for (1) policy familiarisation, (2) attendance at meetings relevant to teaching, (3) maintenance of discipline currency and (4) all work associated with marking including the related administrative load.
- 8. An allowance for provision of own IT.
- 9. Paid sick leave.
- 10. Provision of a career entry point for casual academic staff through quarantined access to more secure employment.
- 11. Improved conversion rights.
- 12. A requirement that the University organise work so as to minimise casual employment and only use casual employment to perform short-term ad hoc work.

### C. EQUITABLE AND FAIR WORKPLACES

### Aboriginal & Torres Strait Islander Employment

That the Agreement provide for:

- 1. An Aboriginal and Torres Strait Islander employment target, expressed as a number of positions which is equal to 3% of all staff on a headcount basis by 31 December 2024.
- 2. A reasonable and transparent workload allocation for all Aboriginal and Torres Strait Islander staff in recognition of cultural load.
- 3. Recognition of Aboriginality as a genuine occupational qualification.

### Fair Academic Rates

That the Agreement provide for:

- 4. Comprehensive definitions of academic activity and ensure that the pay rates for each activity reflect the work required.
- 5. The PhD entry point to be raised.

## Fair access to staff development

6. That the Agreement allow for fair access to funded professional development for all professional staff including those required to maintain clinical or discipline currency.

## Superannuation

That the Agreement provide for:

- 7. Maintenance of UniSuper as the default superannuation fund to the extent permitted by legislation.
- 8. 17% employer superannuation contribution for all casual employees.

# **Contingent Continuing Employment**

9. That the Agreement provide for a Contingent Continuing type of permanent employment, available via direct employment or via conversion for fixed-term research staff after three years' continuous service or two successive contracts.

### **UniSA Online**

10. That the Agreement provide for terms and conditions of employment for UniSA Online staff to be no less than for the academic staff cohort more generally.

### **Paid Parental Leave**

11. That the Agreement provide Paid Parental Leave to a parent who is primary carer, irrespective of gender.

# D. WELLBEING

### Working from Home

1. That the Agreement provide for enhanced rights to work from home for professional staff and appropriate protections and allowances for professional staff working from home.

### Pandemic / Infectious Diseases and Covid-19 Vaccination Leave

That the Agreement provide for:

2. Paid Pandemic / Infectious Diseases Leave of up to two weeks on each occasion a staff member is required to self-isolate or quarantine and not able to attend work as a result.

3. Paid leave for the purposes of Covid-19 vaccination and for any time taken away from work as a direct consequence of vaccination side-effects.

## **Domestic Violence**

4. That the Agreement provide for improved procedures to facilitate access to Domestic Violence Leave.

## **Transgender Transition Leave**

5. That the Agreement provide for transgender transition leave.

## Bullying

6. That the Agreement prohibit workplace bullying.

## Journey Insurance

7. That Journey Insurance be retained in the Agreement.

# E. PROTECTIONS

### **Academic Freedom**

 That the Agreement protect academic freedom in accordance with the rights in international instruments and protect and promote the rights and freedoms of staff members to comment and engage in public debate, including debate on the operation and governance of the University.

### **Student Satisfaction Surveys**

2. That the Agreement prohibit the use of Student Satisfaction Surveys as instruments for the purposes of promotion or performance review unless a staff member chooses to the contrary.

# Management Training, Performance and Discipline

That the Agreement provide for:

- 3. Those with responsibility for staff supervision to receive relevant and comprehensive training.
- 4. A structured opportunity for staff to provide annual feedback on management performance.
- 5. Consistent practice to apply in relation to disciplinary proceedings.

### **Union Rights**

That the Agreement provide for:

- 6. Specific time release for staff elected to union leadership positions.
- 7. Surveillance of or interference with Union communications to be prohibited.
- 8. NTEU access to staff email and mailing lists.
- 9. All staff inductions to include NTEU.

## Policies

That the Agreement provide for:

- 10. All policies referenced in the 2019 enterprise agreement to have their substantive terms, or terms as varied by agreement of the parties, incorporated into the Agreement.
- 11. All other policies relevant to the Agreement to be the policies that existed at the date of certification except where such policies require amendment in order to comply with the Agreement, in which case amendment will be made by the parties and will occur in concert with finalisation of the Agreement.
- 12. Relevant policies to only be amended during the life of the Agreement by agreement of the parties to any such amendments.

### Joint Consultative Committee

13. That the Agreement provide for establishment of a joint consultative committee to monitor implementation of the Agreement.

# F. SALARY INCREASES AND EXPIRY DATE

- 1. That the Agreement operate from the date of its approval and have a nominal expiry date of 31 December 2024.
- 2. That salary rates and allowances for all NTEU members employed by the University be increased by 12% (flat) by 31 December 2024.

# G. OTHER

### Compliance

- 1. That amendments necessary to ensure clarity of enforcement of terms be made.
- 2. That any matters pertaining to compliance with the Fair Work Act be comprehensively resolved in the Agreement.

### **Any Other Claims**

3. That the NTEU reserves the right to make any other claims that may arise during bargaining.