



University of
South Australia

A GUIDE TO UNISA'S NEW ENTERPRISE AGREEMENT 2023



A NEW ENTERPRISE AGREEMENT



I am pleased to advise that the University, NTEU and CPSU have finalised a new Enterprise Agreement for academic, professional, security and grounds staff.

The University has negotiated openly and extensively with both unions in a collaborative and constructive way to develop a new Enterprise Agreement that delivers fair and competitive salary increases, improvements and other changes that align with the University's values and strategic initiatives. It is important that the benefits and conditions in our Enterprise Agreement evolve to support our continued focus on delivering quality and meeting student expectations, to ensure we continue to support our staff and to enable our ambitions for the future.

The new Enterprise Agreement will now proceed to a formal staff vote and details about the voting process and application process to have the Agreement approved by the Fair Work Commission is outlined further in this guide.

I encourage you to take the time to read this guide and the new Enterprise Agreement to understand the range of benefits and entitlements on offer.

While voting is not compulsory, I encourage you to vote and I look forward to a successful endorsement of the new Enterprise Agreement for the benefit of staff and the University.

If you have any questions, I encourage you to email the University's enterprise bargaining team at EmployeeRelations@unisa.edu.au, or visit the University's [enterprise bargaining webpage](#) for further information.

A handwritten signature in blue ink, reading "David Lloyd". The signature is stylized and fluid.

Professor David Lloyd
Vice Chancellor and President

Key Changes at a Glance

FAIR AND COMPETITIVE SALARY INCREASES

14% salary increase to be paid in the following instalments from the first pay period on or after:

- 30 June 2022 – 3% (already provided to staff members as an administrative increase);
- 30 September 2023 – 2%;
- 23 December 2023 – 2%;
- 31 December 2024 – 3.5%; and
- 31 August 2025 – 3.5%.

The new Enterprise Agreement will have a **notional expiry date of 31 August 2025**.

ENHANCED EMPLOYMENT CONDITIONS FOR CASUAL STAFF MEMBERS

- **More opportunities for continuing employment** through a commitment to convert the full time equivalent of fifty (50) casual academic staff members to continuing employment by 31 December 2025;
- Providing **contemporary and relevant definitions** for casual academic activities;
- **Increased clarity** through a new definition for standard marking from 1 January 2024;
- **Moving from the current payment per item rate for student assessment/marking** to payment by the hour from 1 January 2025; and
- **Casual professional staff members being eligible for payment of overtime.**

IMPROVED EMPLOYMENT CONDITIONS FOR FIXED TERM STAFF MEMBERS

- **Commitment to convert** Teaching Academic staff to continuing employment upon completion of **two (2) years** continuous service and **five (5) years** continuous service for all other fixed term staff (subject to meeting nominated criteria); and
- Provision of **enhanced severance pay** on a scale from 10-16 weeks for fixed term staff with five (5) to nine (9) years' service.

GREATER CLARITY FOR ACADEMIC AND PROFESSIONAL STAFF MEMBERS

- **Enhanced academic and professional staff workload management provisions** including workload review processes and alignment with the 2022 Academic Workload Model Development Guidelines; and
- A **new provision for Academic Freedom** consistent with existing University policy positions.

ADDITIONAL BENEFITS AND SUPPORT FOR STAFF MEMBERS

- **Enhanced consultation and security of employment arrangements** including a commitment to minimise the impact of major workplace change on staff, subject to exceptional circumstances, where disestablishment of their position could result in the termination of their employment on the grounds of redundancy;
- **Formally referencing our 3% Stretch RAP Aboriginal and Torres Strait Islander employment target** in the Enterprise Agreement, with enhanced implementation and monitoring arrangements, alongside additional staff development support for new Aboriginal and Torres Strait Islander staff and recognition of the contribution to the University of Aboriginal and Torres Strait Islander staff members as part of workload allocation;
- **New leave arrangements** for staff members for **family and domestic violence purposes** that includes ten (10) paid days per annum under the National Employment Standards;
- **A new leave entitlement** for staff members for **gender affirmation** of twenty (20) days per annum; and
- **Expanded access to paid and unpaid parental leave** for parents who are former partners and are no longer living together, and who continue to have parental responsibilities as the principal carer for a child or children.

WANT MORE DETAIL?

For those that want more information on the proposed changes, please read the **MAJOR CHANGES IN DETAIL** section of this guide. You may also access the new Enterprise Agreement on the University's [Enterprise Bargaining website](#) or direct any questions to the University's enterprise bargaining team at EmployeeRelations@unisa.edu.au.

Major Changes in Detail



FAIR AND COMPETITIVE SALARY INCREASES

Salary Increases

The last salary increase under the current Enterprise Agreement delivered a \$1,600 per annum increase from June 2021.

The **14% salary increase** in our new Enterprise Agreement is a fair increase to ensure UniSA continues to remain competitive in the current environment and is consistent with our financial settings and forward projections. The new Agreement will deliver a 14% salary increase in each step in each classification level and is to be paid in the following instalments from the first pay period on or after:

- 30 June 2022 – 3% (already provided to staff members as an administrative increase);
- 30 September 2023 – 2%;
- 23 December 2023 – 2%;
- 31 December 2024 – 3.5%; and
- 31 August 2025 – 3.5%.

The increases are to the annual full-time salaries. Part time and casual staff receive the increases commensurate with their employment fraction and hourly rate of pay.

EA Operation and Duration

The new Enterprise Agreement will commence operation seven (7) days after it is approved by the Fair Work Commission and will notionally expire on 31 August 2025. The new Enterprise Agreement will continue to operate until it is replaced and the University will commence negotiations for a new Agreement three (3) months prior to 31 August 2025.

The University has also included a commitment that in the event of an amalgamation or merger between University of South Australia and University of Adelaide, then for the purposes of the new Enterprise Agreement, "University" will include any successor entity to the University of South Australia and the new Enterprise Agreement will continue to apply on its terms to staff members who were previously employed by the University of South Australia under the Agreement and who are then employed in the new entity, until a new enterprise agreement for a new institution is negotiated with the relevant unions.

Salary Divisor

For salaries that are expressed as an amount per annum, the new Enterprise Agreement includes a fortnightly divisor calculated as the annual salary divided by 313 multiplied by 12. This does not change the current fortnightly rate of pay for staff with an annual salary, but is included to clarify the approach that has applied for many years.



ENHANCED EMPLOYMENT CONDITIONS FOR CASUAL STAFF MEMBERS

Continuing Employment Opportunities

The University has made a significant commitment to provide more opportunities for continuing employment by converting the equivalent of fifty (50) full time casual academic staff members to continuing employment by 31 December 2025. This will occur through the following mechanisms:

- Conversion of casual academic staff members to continuing employment who meet criteria for conversion in accordance with the National Employment Standards. This is a current requirement and regular reviews are undertaken to determine staff who meet this criteria;
- Merit selection through internal advertising; or
- Other conversion to continuing employment processes.

Continuing positions established for conversion opportunities will be either Teaching Academic or Teaching and Research academic positions, at the discretion of the University, and the teaching work required to be

undertaken will primarily comprise specific activities previously undertaken by casual academic staff. Where a position is advertised and a merit selection process is undertaken, external recruitment will be considered only if sufficient internal appropriately qualified casual staff cannot be identified.

Conversion to continuing employment for casual professional, security and ground staff will continue in accordance with existing Enterprise Agreement commitments where a casual staff member may apply for conversion (subject to criteria) and in accordance with the National Employment Standards.

New Standard Marking Definition

Commencing from 1 January 2024, increased clarity will be provided through a new definition of standard marking that "assessment is standard when the marker is required to determine the result by application of a marking template including the provision of minimal feedback."

Payment of Student Assessment/Marking

Commencing from 1 January 2025, student assessment/marking will move from the current **payment per item rate** to **payment by the hour** (excluding student assessment completed entirely within a teaching session). This will introduce a new way to work and record the hours required to undertake student assessment/marking.

With this new approach, casual contracts will continue to provide anticipated required student assessment/marking hours to be undertaken. If it becomes evident that the anticipated required hours will be exceeded, a casual staff member will be required to first obtain approval from their supervisor prior to undertaking the additional time to complete the student assessment/marking in excess of their anticipated required hours.

The University will develop a systemic process to support this new approach from 1 January 2025.

Contemporary and Relevant Teaching Definitions

The activities that define the range of casual academic teaching have been updated to provide contemporary and relevant definitions for course coordination, lectures, practicals, preparation for delivery of teaching activities, seminars, student consultation, studios, tutorials, workshops and updating of existing courses.

The new Enterprise Agreement also makes clear that a casual academic staff member will be paid by the hour for all required activities to be undertaken outside of the preparation, delivery and associated hours (including student consultation) with lectures, tutorials, clinical teaching and studio teaching. These activities will be identified in a contract where required and can include:

- University policy familiarisation and induction;
- Scholarship and pedagogical development required for compliance with the *Higher Education Standards Framework (Threshold Standards) 2021* (as amended from time to time);
- Attendance at all meetings required for the delivery of contracted activities;
- Familiarisation with lectures and related material required for the delivery of contracted services;
- Development of material for online delivery;
- All marking except that contemplated entirely within a teaching session; and
- All required work associated with marking including academic integrity checks, marking administration and moderation, in addition to the assessment/marking rates specified in the Agreement.

Eligibility for Payment of Overtime (Professional Staff)

From the commencement of the new Enterprise Agreement, casual professional staff members will be eligible to receive payment for overtime worked on the same basis as arrangements that apply to full time continuing and fixed term professional staff. Overtime generally applies when a professional staff member (excluding those not eligible) is required to work:

- in excess 7.5 hours per day or 37.5 hours per week;
- outside the span of ordinary hours (7.00am-7.00pm Monday to Friday inclusive);
- on a Saturday, Sunday or public holiday.

Overtime will only be worked if approved by the staff member's supervisor. Existing overtime guides and the online claim process will be reviewed and updated if necessary.





IMPROVED EMPLOYMENT CONDITIONS FOR FIXED TERM STAFF MEMBERS

Conversion to Continuing Employment

Whilst many universities have conversion processes and criteria to continuing employment from fixed term employment, most adopt conversion approaches that require individual application by a staff member. In our current Enterprise Agreement, the University adopted a proactive approach to address long term fixed term employment by reviewing the employment of all fixed term staff on a regular basis where they have been employed on two (2) or more fixed term contracts with at least ten (10) years with the University. Following the review, staff have been transitioned to continuing employment where they meet eligibility criteria.

The new Enterprise Agreement reduces the conversion to continuing employment review from the current ten (10) years to two (2) years for teaching academic staff and five (5) years for all other fixed term staff. The review will take into account enterprise level considerations such as:

For Teaching Academic positions:

- The staff member has been appointed in their current position through a merit selection process;
- The staff member has demonstrated satisfactory performance;
- There is a requirement for the duties performed by the staff member in their current position to continue for an indefinite period where the nature of the work is ongoing;
- Demonstrated evidence of scholarship commensurate with the staff member's academic level (with appropriate consideration of achievement relative to opportunity); and
- The position is not held on a substantive basis by another staff member.

All other fixed term positions:

- The staff member has been appointed in their current position through a merit selection process;
- The staff member has demonstrated satisfactory performance and is not serving a probation period; and
- There is a requirement for the duties performed by the staff member in their current position to continue for an indefinite period where the nature of the work is ongoing and requisite funding is available to support the position.

If the new Enterprise Agreement is approved by staff, based on the new requirements and criteria the University will progressively review the employment of all Teaching Academic staff who are eligible for consideration for conversion with two (2) or more years of continuous service as a Teaching Academic or five (5) or more years for all other fixed term staff. This process will include discussion with each staff member to advise them of the process, timelines and the review outcome.

Enhanced Severance Pay

The new Enterprise Agreement also provides an increase in severance pay for fixed term staff with five (5) years but less than ten (10) years continuous service based on the following table

Length of Continuous Service	Severance Pay
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay
At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
At least 10 years up to the completion of 15 years	17 weeks' pay
16 years and over	18 weeks' pay

■ denotes the new increased severance payment.

Severance pay applies where a fixed term staff member is employed:

- in the fixed term employment categories of Specific Task or Project, Research or Teaching Academic; and
- is on a second or subsequent fixed term contract and the same or substantially similar duties are no longer required by the University; or
- the duties performed by the fixed term staff member continue to be required but another person has been appointed to the same or substantially similar duties because the incumbent has not been appointed through merit selection.

The severance pay table incorporates the enhanced severance pay scale (16-18 weeks) from the current Enterprise Agreement and resolves inconsistencies that currently exist where certain fixed term staff receive

the 16-18 week scale but not the four (4) to eight (8) week scale. The new four (4) to eighteen (18) week scale will only apply to staff employed in the Specific Task or Project, Research or Teaching Academic fixed term employment categories.

Extension of Notice to all Fixed Term Staff

The current Enterprise Agreement does not require that written notice be provided to fixed term staff at the end of their contract where they are replacing a staff member, on a workforce planning contract, employed as a graduate or trainee or where they are employed for their recent professional practice. The new Enterprise Agreement will remove this exclusion and written notice will be provided to all fixed term staff irrespective of the type of contract under which they are employed.

Changes to Fixed Term Employment Categories

The new Enterprise Agreement will include changes to the following fixed term employment categories:

Research (staff supporting research staff)

The criteria for staff directly supporting research staff removes the requirement that the funding for the position must be from the same source as the researcher. Funding arrangements can be complex and from different sources and the removal of the current requirement will assist the University to continue to employ support staff under this category.

Workforce planning

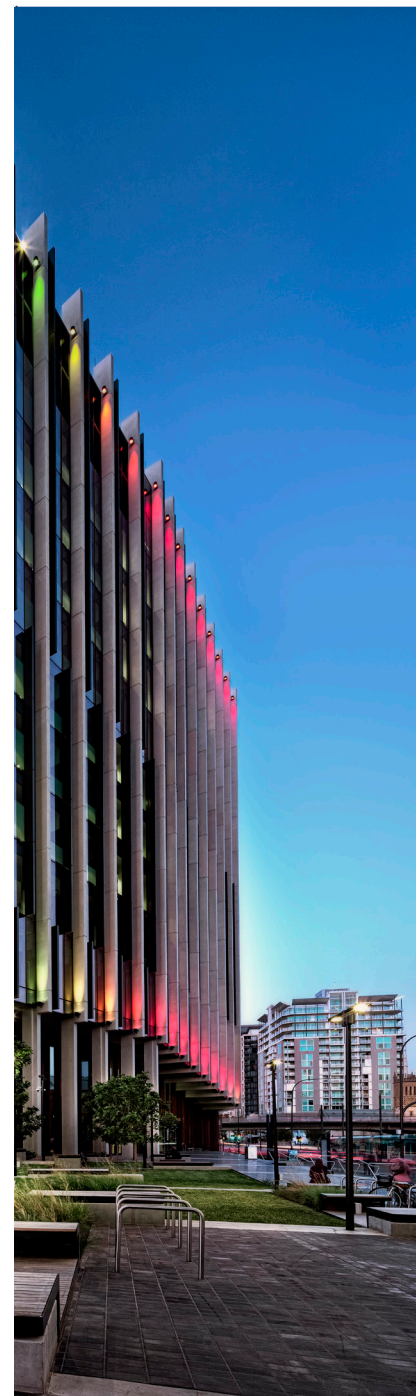
The University has included in the criteria the current practice that a superannuable salary loading will be applied for the duration of a workforce planning contract. The actual loading to be applied will continue to be determined in accordance with relevant University procedures and guidelines.

Teaching Academic

The eligibility criteria for employment as a Teaching Academic has been redefined to focus on persons with casual employment in the last twelve

(12) months, or those who have not been employed as an academic staff member on a continuing basis at any university during the past five (5) years.

A fixed term contract can only be made up to a maximum of two (2) years (currently five years) to align with the new conversion to continuing review at two (2) years, with other criteria remaining the same i.e. no less than 0.4 FTE and a minimum contract period of no less than six (6) months.



GREATER CLARITY FOR ACADEMIC AND PROFESSIONAL STAFF MEMBERS

Workload Management

Academic staff

The nature of academic work is changing, and academic staff workload provisions have been enhanced to align with the 2022 *Guidelines to Inform the Development and Implementation of Academic Workload Models* and other changes including:

- Workload allocation models will be based on program and course requirements and developed in collaboration with academic staff in the relevant Academic Unit (or equivalent);
- Allocation of a percentage of 60:20:20 for a Teaching Academic who undertakes teaching, scholarship and administrative/engagement activities;
- Recognising that where a staff member transitions from one academic career pathway to another, the transition will be taken into account as part of the assessment for academic promotion;
- Ensuring that allocation of workload is equitable, transparent and reasonable;
- Teaching related activities will be based on hours based units reflective of the time required to do the work;
- Recognising the supervision of research degree students in workload allocation for Teaching and Research staff and Teaching Academic staff and a process to adjust a staff member's workload profile where supervision requirements limit the opportunity to undertake a balanced range of research activities (in the case of Teaching and Research staff); and
- A new internal workload review process that includes discussions with the supervisor and/or Program Director and reference to a Academic Unit workload reference group before proceeding to the Provost & Chief Academic Officer if the matter is not resolved.

Professional staff

The professional staff workload provisions have been updated generally to align with academic workload provision where relevant and other changes including:

- Workload allocation being based on what can be reasonably achieved during a staff member's ordinary hours of work;
- Recognising participation on University committees as part of a staff member's workload as well as where a role is required to be undertaken under legislation; and
- A new internal workload review process that includes discussions with the supervisor and reference to the next level supervisor before proceeding to the relevant senior staff member of the Academic or central administrative support Unit if the matter is not resolved.



Academic Freedom

A new provision for Academic Freedom consistent with existing policy settings will be included in the new Enterprise Agreement as part of a new combined clause along with intellectual freedom. Academic Freedom is defined in the new Enterprise Agreement as:

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

A staff member will not be taken to be exercising intellectual or Academic Freedom where they:

- fail to observe or recognise the responsibility to reflect scholarly norms, including that others may have differing opinions in the context of a robust exchange of views; or
- deny or interfere with another person's exercise of intellectual and/or Academic Freedom; or
- engage in bullying, harassment or vilification.

The new provision includes a requirement that the University not take action prejudicial to the staff member where they exercise Academic Freedom and circumstances that do not prevent the University from progressing with the staff member.

ADDITIONAL BENEFITS AND SUPPORT FOR STAFF MEMBERS

Enhanced Consultation and Security of Employment

The new Enterprise Agreement provides for enhanced consultation and security of employment arrangements including a commitment to minimise the impact of major workplace change on staff, subject to exceptional circumstances, where disestablishment of their position could result in the termination of their employment on the grounds of redundancy. The specific changes include:

- A commitment to minimise the impact of change by not subjecting a staff member to more than one (1) major workplace change that may result in the termination of their employment on the grounds of redundancy, subject to any exceptional circumstances that may arise (as defined in clause 55.1);
- Inclusion of additional criteria constituting "significant effects" that the University will consult with staff and relevant unions;
- Inclusion of additional matters to address in a change proposal and final plan that the University already provides in a number of change related proposals and plans;
- Removal of the current single person change process; and
- Prioritising the security of employment of continuing staff and implementing all reasonable and relevant measures to minimise and mitigate the need for compulsory redundancy of continuing staff.

Aboriginal & Torres Strait Islander Employment

The new Enterprise Agreement formally references our 3% Stretch RAP Aboriginal and Torres Strait Islander employment target enhances existing implementation and monitoring arrangements. Other changes include:

- Recognising Aboriginality as a genuine occupational requirement;

- Recognising that some Aboriginal and Torres Strait Islander staff members make a contribution to the University beyond the formal responsibilities and duties of their position or allocated roles. Should they so choose, an Aboriginal and Torres Strait Islander staff member will have this contribution recognised as part of their workload allocation; and
- Providing a one-off funding allocation to assist new Aboriginal and Torres Strait Islander staff members to acquire and refine skills and knowledge that will enable them in their career progression. The one off funding allocation is calculated as 20% of a new Aboriginal and Torres Strait Islander staff member's salary plus on-costs at the time of appointment to support professional development activities for up to three (3) years (or longer by agreement with the supervisor).

New or Enhanced Leave Arrangements

Family and domestic violence leave

We are committed to providing all staff members who have experienced or are experiencing family and domestic violence with the appropriate support and a safe working environment. If a staff member is experiencing, or has experienced, family and domestic violence, they can access paid and unpaid domestic violence leave as well as other types of leave and support both in the workplace and externally to enable their wellbeing and engagement at work.

The new Enterprise Agreement includes the new minimum National Employment Standard for family and domestic violence leave, which commenced on 1 February 2023. The new minimum standard provides an entitlement to ten (10) days paid leave to **all continuing, fixed term and casual staff** in each twelve (12) month period of employment. The existing Enterprise Agreement provision where

a continuing, fixed term and casual staff member can apply for approval of special leave, with or without pay, will continue to apply where the ten (10) day paid leave entitlement has been exhausted within the twelve (12) month period and prior to the entitlement resetting on a staff member's employment anniversary.

Gender affirmation leave

The University seeks to maintain a working, learning and social environment in which the rights and dignity of all our staff and students are respected. The University recognises that staff members progressing through gender affirmation (the process of exploring one's gender identity) may require additional periods of time away from work as part of the process of affirming (also known as transitioning and/or defining) a person's gender.

The new Enterprise Agreement will provide a new leave entitlement in which a continuing or fixed term staff member can access up to twenty (20) days special leave with pay per year to support activities related to the staff member's gender affirmation. The new leave entitlement may be accessed for:

- Social affirmation (the changing of one's name and/or pronouns);
- Medical affirmation (the undertaking of any medical or surgical procedures, illnesses from hormone therapy, medical or counselling appointments, and/or rest and recovery from any medical or surgical procedures); and
- Legal affirmation (legally changing one's name and/or gender marker on personal identification documents including a passport, birth certificate or driver's licence).

Existing special leave procedures and other support information will be reviewed and updated to align with the new leave entitlement.

Parental leave

The new Enterprise Agreement will expand access to paid and unpaid

parental leave for parents who are former partners and are no longer living together, and who continue to have parental responsibilities as the principal carer for a child or children.

Additional flexibility will be provided to a staff member where the six (6) days paid pre-natal leave entitlement will be available to take over the course of a staff member's pregnancy depending on their need. Currently only one (1) day can be taken each month in the final six (6) months of a pregnancy.

Recreation leave

The new Enterprise Agreement will provide an entitlement to five (5) weeks recreation leave for seven (7) day shift workers. This does not apply to any existing staff as we do not currently work shifts over seven (7) days at UniSA. This inclusion addresses an undertaking the University provided the Fair Work Commission as part of the approval of the current Enterprise Agreement in July 2019.

The accrual of recreation leave has also been amended to align with the National Employment Standard requirement that recreation leave accrues progressively during a year of service according to the staff member's ordinary hours of work and accumulates from year to year. The current Enterprise Agreement accrues and credits recreation leave on a monthly basis. The same change has also been made to the accrual of personal leave to align with the National Employment Standard.

Workplace Bullying

The new Enterprise Agreement will strengthen existing workplace bullying commitments by making it clear that there is no place for workplace bullying at the University. Additionally, the new Agreement will recognise that bullying is a workplace hazard and will be managed by the University in accordance with our duty of care obligations.

Flexible Work Arrangements

The new Enterprise Agreement will include a requirement from our Flexible Work Arrangements Procedure that if a flexible work arrangement request

is not approved, a written response including details of the reason/s why the request is not approved, will be provided in writing to the staff member within twenty one (21) days of the date of application.

Superannuation

The new Enterprise Agreement will recognise UniSuper as the University's default superannuation fund unless otherwise required by law including where a new staff member does not exercise choice to direct employer superannuation contributions into another complying fund. The new Agreement will also make it clear that where a staff member salary sacrifices items, the employer superannuation contribution will be based on the staff member's pre-sacrificed salary.

Accumulated Time Off between Christmas and New Year – Professional, Security and Grounds Staff

To better reflect the nature of the entitlement, the new Agreement updates the current "accumulated time off" nomenclature to "paid days off" for the paid days (excluding public holidays) taken between Christmas and New Year. Other than the name change, the entitlement and conditions remain the same as outlined in the current Enterprise Agreement.

Overtime – Professional, Security and Grounds Staff

The following minor changes to overtime will be made to the new Enterprise Agreement: to include an unintended omission from the current Enterprise Agreement and:

- Flexitime – this was previously referenced as an exclusion from overtime in previous Enterprise Agreements but was unintentionally omitted from the current (2019) Enterprise Agreement. This is now referenced again as an overtime exclusion in the new Enterprise Agreement;
- Where a staff member is paid an allowance in lieu of overtime or additional hours are worked in accordance with a flexible work

arrangement or flexitime scheme, they are to receive at least the rate of pay they would have received in accordance with the provisions of the Enterprise Agreement if no arrangement was made. This complies with an undertaking the University provided the Fair Work Commission as part of the approval of the current Agreement in July 2019;

- The minimum rest period after completion of overtime on one day and commencement of work on the next day has been increased from eight (8) hours to ten (10) hours.

Explanatory Notes

For a summary of the major changes in each clause of the proposed **University of South Australia Enterprise Agreement 2023**, please read the **EXPLANATORY NOTES** section of this guide. This section also compares the proposed new Agreement to the current 2019 Agreement and includes an assessment against the underlying modern Awards and National Employment Standards that apply to academic, professional, security and grounds staff.

OBTAINING FURTHER INFORMATION

A full copy of the proposed Enterprise Agreement can be downloaded from the University's [Enterprise Bargaining website](#). If you are unable to access the Enterprise Bargaining website you can request a copy by email at EmployeeRelations@unisa.edu.au.



VOTING AND APPROVAL PROCESS

A ballot of staff to approve the new Enterprise Agreement will take place by an online process utilising the same process adopted for University Council and other standing University committees.

A mandatory “access” period of at least seven (7) calendar days must first occur under the *Fair Work Act 2009*, to enable staff to consider the new Enterprise Agreement prior to a ballot of staff taking place. The mandatory access period will commence on Tuesday 30 May 2023 and conclude on Monday 5 June 2023.

Taking into account the mandatory access period, the ballot will **commence at 9.00am on Tuesday 6 June 2023 and conclude at 5.00pm on Tuesday 13 June 2023 (ACST).**

All eligible staff will receive an email from the University’s Returning Officer on the morning of the ballot (approximately 8.30am-9.00am ACST) setting out the process for staff to cast their vote.

All staff scheduled to be on leave during the ballot will be advised separately providing details of the ballot process, inviting them to access their email from the morning of the commencement of the ballot should they wish to cast their vote.

The ballot outcome will be advised to staff as soon as possible following the ballot closure.

If a majority of staff who cast a valid vote approve the new Enterprise Agreement, the University will then

make formal application to the Fair Work Commission to approve the Agreement. Staff will be advised when an application has been filed, which can be no later than fourteen (14) days following the date when staff approved the agreement by a ballot.

The new Enterprise Agreement has been jointly negotiated and agreed with the NTEU and CPSU and the University encourages all eligible staff to cast a vote to approve the Agreement.

YOUR NEXT STEPS

1

GETTING THE INFORMATION TO MAKE YOUR DECISION



- Read this guide and the proposed new Enterprise Agreement
- Visit the University Enterprise Bargaining website for further information and frequently asked questions
- Email the University Bargaining Team if you have any questions at EmployeeRelations@unisa.edu.au

2

ACCESS PERIOD BEGINS



- The Access Period is a legal requirement of the **Fair Work Act 2009**
- The Access Period must be a minimum of 7 clear calendar days and commences on **30 May 2023** and concludes on **5 June 2023**
- This ensures you are given the opportunity to access relevant documentation and information and receive timely information prior to the ballot taking place

3

STAFF BALLOT - CASTING YOUR VOTE



- All academic, professional, security and grounds staff are eligible to vote
- Staff covered by the Senior Staff Collective Agreement are not eligible to vote
- Information about the voting period and process is contained in this guide and this information will also be available on the University Committees
- A returning officer will be appointed who will be responsible for the conduct of the ballot
- Simply vote 'yes' to approve the proposed new Enterprise Agreement or 'no' if you don't want to approve it

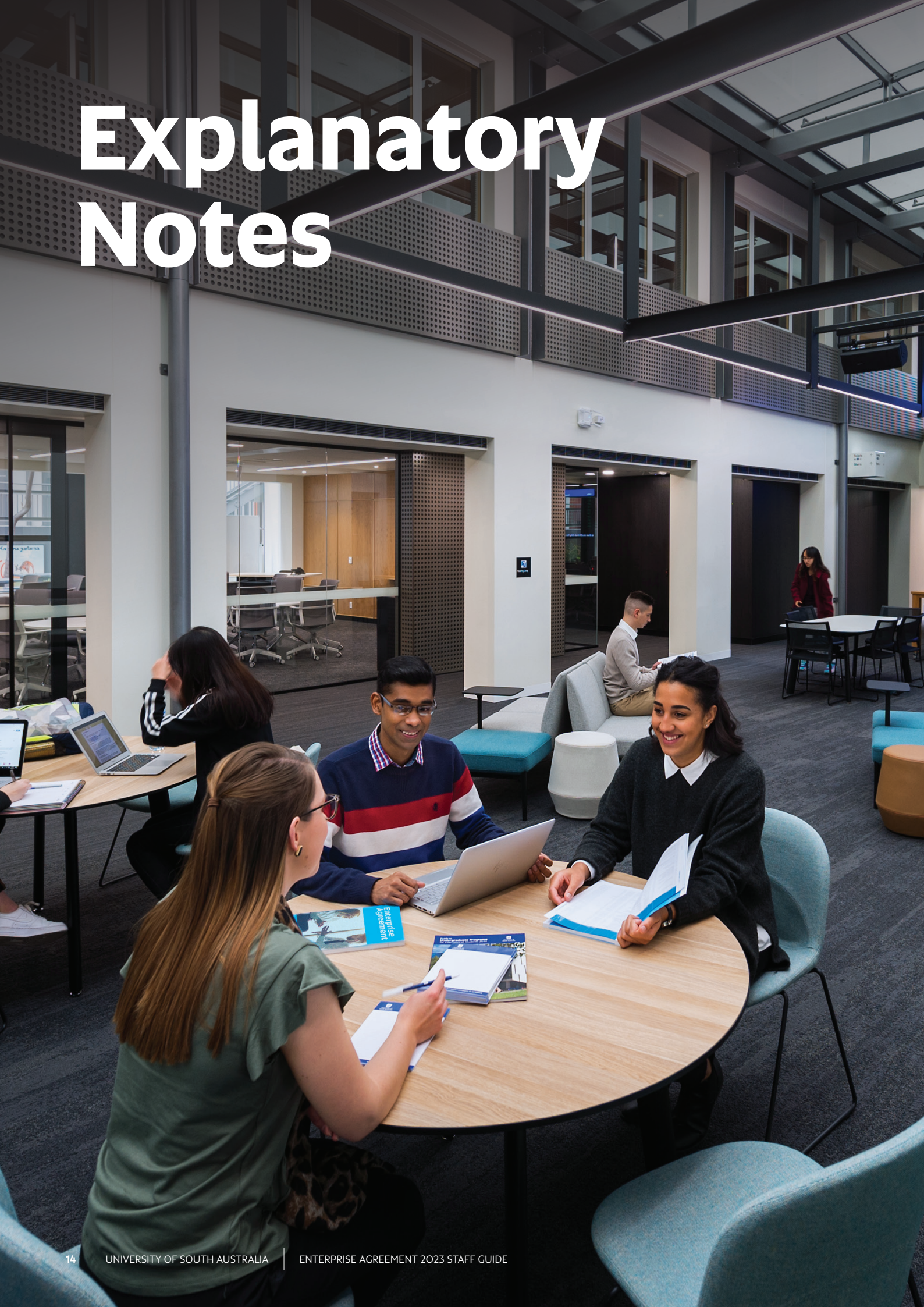
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FAIR WORK COMMISSION APPLICATION & APPROVAL



- The outcome of the vote will be announced as soon as practical after the voting closes
- If the majority of voters who cast a valid vote/voted 'yes' then the proposed new Enterprise Agreement will be approved by staff
- The new Agreement will then be signed by the University, NTEU and CPSU
- The University will then file an application in the **Fair Work Commission** for final approval of the new Agreement
- If the application is approved the new Agreement will commence 7 days after it is approved by the **Fair Work Commission**

Explanatory Notes



These notes are provided as a summary of the major changes in each clause of the proposed *University of South Australia Enterprise Agreement 2023*, in comparison to the current 2019 Enterprise Agreement, Awards and National Employment Standards (NES).

General Comments

1. The **current EA** means the *University of South Australia Enterprise Agreement 2019* which applies to academic, professional, security and grounds staff, excluding senior staff positions outlined in the Agreement.
2. The **proposed EA** means the *University of South Australia Enterprise Agreement 2023* which proposes terms and conditions to apply to academic, professional, security and grounds staff, excluding senior staff positions outlined in the Agreement.
3. Where referenced, **NES** means the *National Employment Standards*.
4. Where referenced, **FW Act** means the *Fair Work Act 2009 (Cth)*.
5. Where referenced, **Awards** mean both the *Higher Education Industry – Academic Staff – Award 2020*, and the *Higher Education Industry – General Staff – Award 2020*. Where only one of these Awards is relevant, they are referenced as the Academic Award or General Award.

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Coverage of the Agreement	1	1	Specifies the parties bound by the proposed EA – UniSA, the CPSU, NTEU, and all academic, professional, security and grounds staff, other than the Vice-Chancellor and other listed senior staff.	The clause remains the same in the proposed EA. The only change is that the heading name Coverage of the Agreement and Persons Bound, has been changed to Coverage of the Agreement.	The Awards apply to employers in the higher education industry and academic/professional staff in the classifications listed in the Awards.
Operation of Agreement	2	2	Provides that the proposed EA nominally expires on 31 August 2025. Further, in the event an amalgamation or merger between UniSA and the University of Adelaide, then for the purposes of the proposed EA, the term "University" will include any successor entity to UniSA and the proposed EA will continue to apply on its terms to staff members who were previously employed by the UniSA under the proposed EA and who are then employed in the new entity, until a new enterprise agreement is negotiated with the relevant unions.	The current EA has operated for almost four (4) years and nominally expired on 30 June 2021. The current EA did not provide a provision in the event an amalgamation or merger occurs between UniSA and the University of Adelaide.	The FW Act requires a nominal expiry date that is not more than four (4) years from the date the Fair Work Commission approves the agreement.
Agreements, Awards and National Employment Standards	3	3	Provides that the proposed EA displaces any other EA or modern award that would otherwise apply. Further, in the event that the proposed EA provides an entitlement that is less beneficial than the NES, the NES entitlement will prevail.	No change.	No equivalent clause in the Awards or NES. The undertaking to apply the NES to extent of any inconsistency is a requirement of s61 of the FW Act.
Renegotiation of Agreement	4	4	Provides that negotiations for a new agreement will commence three (3) months prior to the nominal expiry date.	No change.	No equivalent clause in the Awards or NES.

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Definitions	5	5	Provides for definitions of key terms referenced in the proposed EA.	No change.	The Awards provide for various definitions of key terms used within each specific award. The FW Act provides various key terms and definitions under Part 1-2.
Recruitment	6	6	Provides that recruitment will be in accordance with policy and for preference for internal applicants over external applicants of equal merit, subject to the redeployment procedures.	No change.	No equivalent clause in the Awards or NES.
Requirement to State Terms of Engagement	7	7	Provides that on engagement the University will provide an instrument of appointment setting out the type of employment and other terms of engagement	No change	The Awards provide for a less detailed requirement to provide terms of engagement.
Fixed-Term Employment	8	8	Provides for the categories in which a staff member may be employed on a fixed term basis, and for notice and severance pay where fixed term contracts are now renewed.	<p>General amendments to the wording and structure of this clause.</p> <p>The inclusion of the following phrase in 8.1(c): <i>"If the replacement contract is required to be extended for any valid reason, ordinarily the incumbent staff member will be offered the further fixed term employment."</i></p> <p>The inclusion of the following phrase in 8.1d): <i>"A superannuable salary loading will be applied for the duration of the fixed term contract."</i></p> <p>The removal of the following phrase in 8.1(f)(ii)(a): <i>"plus no continuing employment within UniSA during the previous 3 years"</i></p> <p>The inclusion of 8.1(f)(ii)(b).</p> <p>The amending of clause 8.1(f)(iii) to <i>"no more than two (2) years"</i> rather than five (5) years.</p> <p>The amendment of the requirements of eligibility for conversion to continuing employment under clause 8.1(f)(iv) – Teaching Academic upon the completion of 2 years employment and under clause 8.11 – all other staff upon the completion of five (5) years on a fixed term contract or series of contracts.</p> <p>The inclusion of additional severance payments up to sixteen (16) years and over in clause 8.8.</p> <p>The title <i>"Enhanced Severance Pay - 10 Years of Service and Over"</i>, has been changed to <i>"Eligibility for Conversion of Continuing Employment"</i>.</p>	<p>The Awards provide limitations on the use of fixed term employment.</p> <p>No conversion process.</p> <p>Less beneficial severance payments for staff with ten (10) years' service or more.</p> <p>No review to consider transitional to continuing employment.</p>

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Casual Employment	9	9	Provides for conditions regarding the employment of casual academic and professional staff, including a casual loading, a 25% cap on casual employment and minimum engagement period.	Amendment of the intention of casual employment that it will be complementary to and not a substitute for required responsibilities and duties that can be reasonably filled on a fixed-term or continuing basis. Casual staff engaged in undertaking activities as a direct consequence of UniSA Online are now included in the 25% casual cap.	No equivalent clause in the Academic Award or NES regarding a cap on casual employment. Equivalent clause in the Academic Award dealing with casual loading and minimum engagement period.
Casual Staff Conversion	10	10	Provides the University's obligations with respect to the conversion of casual staff to continuing employment. In particular this clause highlights the eligibility requirements to apply for casual conversion.	The clause in the proposed EA splits the conversion eligibility and requirement terms into two sub clauses of 'Academic Staff' and 'Professional, Security and Grounds Staff'. Further, the inclusion of other conditions that apply to both academic and professional staff.	The Awards provide that casual conversion is to be in accordance with the NES, which have equivalent requirements as the proposed EA.
Traineeship and Youth Employment (Professional, Security & Grounds Staff)	11	11	Provides for employment of trainees and staff less than 19 years of age, as well as relevant salaries.	Provides for employment of trainees and staff less than 19 years of age, as well as relevant salaries.	The General Award provides for rates of pay for trainees and youth employment, with current and proposed EA clauses being more beneficial.
Level A Academic Conditions of Appointment	12	12	Provides for conditions of appointment for Level A academic staff.	No change.	The Academic Award provides for equivalent terms regarding appointment for staff carrying out full course coordination duties or who hold a doctoral qualification, otherwise there is no equivalent clause in the award or NES.
Probation	13	13	Provides the probationary period for various positions/ level of staff for the University and the associated conditions.	No change.	The Awards provide for the reasonable use of a probation period.
Security Licence	14	14	Provides that security staff must hold a security licence at their own expense as required under relevant legislation.	No change.	No equivalent clause in the Awards or NES.
Recognition of Prior Employment	15	15	Provides that the University will consider applications to recognise prior continuous service with other universities.	No change.	No equivalent clause in the Awards or NES.
Aboriginal and Torres Strait Islander Employment	16	16	Sets out the University's commitment to reconciliation with Aboriginal Australians. The University will use reasonable endeavours to increase Aboriginal employment to 2% of the total staff population by the nominal expiry date of the Agreement.	Formally referencing UniSA's 3% Stretch RAP Aboriginal and Torres Strait Islander employment target in the proposed EA, with enhanced implementation and monitoring arrangements.	No equivalent clause in the Awards or NES.
University Policies, Procedures, and Guidelines	17	17	Provides that policies and procedures apply to all staff but are not part of the agreement, and for consultation where new policies are developed or existing policies are being significantly varied.	No change.	No equivalent clause in the Awards or NES.

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Employment Practices	18	18	Provides various commitments and measures that will be undertaken by the University in relation to any matters regarding discrimination, workplace bullying, personal records and transfers.	Inclusion of additional workplace bullying commitments by making it clear that there is no place for workplace bullying at the University, that bullying is a workplace hazard and will be managed by the University in accordance with our duty of care obligations.	No equivalent clause in the Awards or NES.
Medical Examination	19	19	Provides for the circumstances in which the University may require a staff member to undergo a medical examination.	No change.	No equivalent clause in the Awards or NES.
Journey Insurance	20	20	Provides that the University will maintain its journey insurance for the period of the agreement.	No change.	No equivalent clause in the Awards or NES.
Industrial Relations	21	21	Sets out union matters, including the role of accredited representatives of unions, for time release for union matters, participation in union meetings, and trade union training/business leave, payroll deductions, union notices and arrangements regarding provision of staff lists to the union.	Inclusion of new arrangements for the funding of NTEU Branch Officer provisions.	No equivalent clause in the Awards or NES.
Intellectual and Academic Freedom	22	22	Deals with matters regarding intellectual freedom for academic and professional staff.	The inclusion of academic freedom provisions in addition to the already existing provisions providing for intellectual freedom.	No equivalent clause in the Awards or NES.
Intellectual Property	23	23	Provides that the University acknowledges the concepts of intellectual property and moral rights in accordance with its policy	No change.	No equivalent clause in the Awards or NES.
Privacy	24	24	Provides that the University respects the privacy of staff and operates in accordance with privacy legislation.	No change.	No equivalent clause in the Awards or NES.
Flexible Work Arrangements	25	25	Provides that staff may apply to their supervisor in writing to participate in a flexible work arrangement option as detailed in University procedures.	<p>The proposed EA includes a requirement that if a flexible work arrangement request is not approved, a written response including details of the reason/s why the request is not approved, will be provided in writing to the staff member within twenty one (21) days of the date of application.</p> <p>This is consistent with the NES and the University's Flexible Work Arrangements Procedure.</p>	<p>The Awards provide for a staff member's eligibility to request a flexible working arrangement, the University's response requirements and what must be included, and the grounds in which the University can refuse a flexible working arrangement.</p> <p>The NES and the FW Act also provide for eligibility requirements to make a request for a flexible working arrangement, the required process to make the request, and the process to undertake to approve a flexible work arrangement.</p>

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Individual Flexibility Arrangements	26	26	Provides for the circumstances in which individual flexibility arrangements may be made.	No change.	<p>The Awards provide for an equivalent clause as the proposed EA with respect to individual flexibility arrangements.</p> <p>The proposed EA has drafted this clause in accordance with the relevant requirements outlined in the FW Act.</p>
Salaries	27	27	Provides that salaries are provided in the schedules and for salary increases	Changes to reflect the new salary increases under the proposed EA and the periods in which these salary increases will commence.	The new salaries provided under the proposed EA exceed the minimum rates of the Awards.
Incremental Progression	28	28	Provides for circumstances in which progression to the next highest increment in a classification occurs, subject to some exceptions	No change	<p>The General Award provides for circumstances in which an employee may progress to the next pay point/classification level.</p> <p>The General Award provides requirements that must be fulfilled for this to occur (skill, experience, and performance requirements).</p> <p>The current and proposed EA provides for a guarantee of incremental each twelve (12) month period unless:</p> <ul style="list-style-type: none"> • Withheld due to disciplinary procedures; • The staff member has been promoted to a higher classified position; • The staff members has been appointed to another position at the same classification level but at a higher incremental step; and • Where the staff members have been granted a period of leave without pay which does not count to service.
Superannuation	29	29	Provides that the University will make superannuation payments to continuing, fixed term and casual staff, and provides further terms and conditions the University must follow with respect to superannuation.	<p>General amendments to the wording and structure of this clause.</p> <p>Specific amendments are that UniSuper is recognised as the University's default superannuation fund unless otherwise required by law including where a new staff member does not exercise choice to direct employer superannuation contributions into another complying fund. Also, where a staff member salary sacrifice items, the employer superannuation contribution will be based on the staff member's pre-sacrificed salary.</p>	The Awards provide the relevant superannuation legislation, employees' rights and obligations, and the requirements of the employer to make superannuation contributions which are the equivalent of the terms provided in the proposed EA.
Salary Sacrifice	30	30	Provides that staff may choose to salary sacrifice in accordance with University guidelines.	No change.	No equivalent clause in the Awards or NES.

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Allowances	31	31	Provides for meal, motor vehicle, first aid, Aboriginal and Torres Strait Islander Language, higher duty and on call allowances.	Amendments to reflect current rate of allowances.	<p>No equivalent allowances in the Academic Award</p> <p>The General Award provides for:</p> <ul style="list-style-type: none"> • Overtime meal allowance; • Vehicle allowance; • First aid allowance; • Higher duties allowance; <p>In addition to various other allowances, but does not include an Aboriginal and Torres Strait Islander Language allowance or an on-call allowance.</p> <p>The current and the proposed EA provide for greater monetary rates for the listed allowances compared to the General Award. While the General Award provides for additional allowances, most of these will not apply to UniSA staff given the type of work that is undertaken.</p>
Recovery of Money Owed by Staff	32	32	Provides for circumstances in which salary deductions may be made to recovery moneys owed by staff member	No change	No equivalent clause in the Awards or NES.
Casual Academic Staff Salary Rates	33	33	Provides for formulas to calculate the minimum salaries payable to casual academic staff.	Minor changes to the heading of the following sub clause <i>'Full Subject Co-ordination or Possession of a Relevant Doctoral Qualification'</i> , changing to <i>"Full Subject Co-ordination, Possession of a Relevant Doctoral Qualification or Standard Marking"</i> .	The Academic Award provides for a formula to calculate minimum rates, which is less beneficial as it is based on a 38-hour working week rather than a 37.5 working week as provided in the proposed EA.
Staff Classification (Professional, Security & Grounds Staff)	34	34	Provides that professional staff will be classified in accordance with the classification descriptors in Schedule 5, as well as providing for review of classifications through a Classification Review Committee	No change.	<p>The General Award provides for classification descriptors that are substantively the same.</p> <p>Unlike the proposed EA, the General Award does not provide measures to seek review of one's classification level.</p>

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Workload - Academic Staff	35	35	Provides the process by which workload for continuing and fixed term staff will be allocated, academic career pathways, hours of work, workload allocation principles, workload allocation models, and workload review.	<p>General amendments to the wording and structure of this clause to reflect the changing nature of academic work and alignment with the 2022 Academic Workload Model Development Guidelines.</p> <p>General changes include:</p> <ul style="list-style-type: none"> • Workload allocation models will be based on program and course requirements and developed in collaboration with academic staff in the relevant Academic Unit; • Allocation of a percentage of 60:20:20 for a Teaching Academic who undertakes teaching, scholarship and administrative/engagement activities; • Where a staff member transitions from one academic career pathway to another, the transition will be taken into account as part of the academic promotion assessment; • Allocation of workload is equitable, transparent and reasonable; • Teaching related activities and course coordination will be based on hours based units reflective of the time required to do the work; • Supervision of research degree students in workload allocation for Teaching and Research staff and Teaching academic staff and a process to adjust a staff member's workload profile where the supervision limits to the opportunity to undertake a balanced range of research activities (in the case of Teaching and Research staff); and • A new three (3) stage workload internal review process that includes discussions with the supervisor and/or Program Director and reference to a Academic Unit workload reference group before proceeding to the Provost & Chief Academic Officer if the matter is not resolved. 	<p>The NES does provide for maximum weekly hours of 38 hours plus any reasonable additional hours, which is more than the required hours under the proposed EA of 1725 hours per year, which is derived from 46 working weeks a year, totalling 37.5 hours per week.</p> <p>The Academic Staff Award does also provide ordinary hours of work as 38 hours per week.</p>

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Workload (Professional, Security & Grounds Staff)	36	36	Provides for the process by which workload is allocated to professional staff and for review of workload where a staff member considers the work assigned to them in inequitable, unreasonable, or unbalance.	<p>The inclusion of a definition for “workload”, under this clause.</p> <p>The inclusion of a confirmation that all professional staff will be provided a position description.</p> <p>The inclusion of a clause confirming the University will ensure supervisors consult with their direct reports on the nature and scale of the work allocated to them, on at least an annual basis or when requested by a staff member.</p> <p>The inclusion of a clause confirming the University recognises contributions outside of formal responsibilities and duties of Aboriginal and Torres Strait Islander staff. Further, that if requested, these staff members can have these contributions recognised as part of their workload allocation.</p> <p>The inclusion of a clause providing that supervisors will monitor flexitime and time off in lieu and will facilitate timely scheduling of the agreed accumulated time.</p> <p>The inclusion of a clause which confirms that any unallocated work cannot be assigned to a staff member with a full workload.</p> <p>The inclusion of a provision under clause 36.12 which allows an employee who feels unsafe to discuss these concerns with their supervisor and program director to achieve a resolution.</p> <p>The inclusion of new clauses under the proposed EA (36.14 - 36.19) which provide for alternative measures to resolve workload concerns if they are unable to do so in the first instance.</p> <p>General wording and structure amendments under this section.</p>	No equivalent clause in the General Award or NES.
Hours of Work (Professional, Security & Grounds Staff)	37	37	Provides for the ordinary hours of work for professional staff, the ordinary hours for security and grounds staff, flexible ordinary hours, shift work in the library, paid days off for working 37.5 hour weeks, and meal breaks.	<p>General wording amendments under this section.</p> <p>Amendments under clauses 37.18 - 37.25 to the terminology of “accumulated time off” being changed to “paid days off”.</p>	<p>The Awards and the NES provide that an employee's ordinary hours of work are 38 hours per week. The proposed EA provides ordinary hours of 36.75 per week.</p> <p>The General Award specifically notes that the spread of ordinary hours for professional staff is 8:00am to 6:00pm (Monday to Friday), and for security staff it is 6:00am to 6:00pm (Monday to Sunday).</p>

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Overtime - Professional, Security & Grounds Staff	38	38	Provides for the circumstances in which overtime will be paid for professional, security and grounds staff, the rates at which overtime will be paid, time off in lieu of overtime, rest periods after overtime, what happens when a staff member is recalled to duty, and how overtime applies to part-time staff.	<p>The inclusion of casual staff being eligible to receive payment for overtime worked on the same basis as arrangements that apply to full time continuing and fixed term professional staff.</p> <p>The inclusion of a clause which states that the 25% loading prescribed in clause 9 of the proposed EA, is not included for the purpose of calculating payment for overtime to a casual staff member.</p> <p>The removal of subsection (b) under clause 38.3 of the current EA.</p> <p>The inclusion of clause 38.5 in the proposed EA.</p> <p>Amendments to provide ten (10) consecutive hours off duty between work of successive days, instead of eight (8) hours provided under clauses 38.13 - 38.15 of the proposed EA.</p>	<p>The General Award provides that overtime rates will be payable for all authorised work performed outside of the ordinary hours. The proposed EA provides that overtime will be payable in excess of 7.5 hours per day or 37.5 hours per week, compared to the General Award and the NES which provide that overtime is triggered after 38 hours a week.</p> <p>The proposed EA provides the following:</p> <ul style="list-style-type: none"> • 150% for the first three (3) hours (after ordinary hours), and 200% thereafter (Monday to Friday). • 150% for the first three (3) hours (after ordinary hours) and 200% thereafter (on a Saturday), except if working after noon which will be 200%. • 200% for all hours works on a Sunday. • 250% for all hours works on a public holiday. <p>The General Award and the proposed EA provide for equivalent overtime rates, however, the overtime afforded in the General Award slightly differs with respect to rates in a) and b) above being afforded for the first two hours than 200% thereafter (rather than the first three hours).</p> <p>The proposed EA provides for a minimum of three (3) hours paid if recalled to work overtime, compared to the General Award which provides for a minimum of two (2) hours paid.</p>
Recreation Leave	39	39	Provides for entitlement to and taking of recreational leave, managing excess recreation leave, recreation leave loading, and substitution of recreation leave loading for extra recreation leave.	<p>The inclusion in clause 39.1 that a full-time staff member who is a shift worker will receive 25 working days recreation leave for each completed year of service.</p> <p>Amendment of accrual and crediting of recreation leave on a monthly basis to accrual progressively during a year of service according to the staff member's ordinary hours of work, and accumulates from year to year.</p>	<p>The Awards and NES provide for the equivalent entitlement of four (4) weeks recreation leave per year and 17.5% recreational leave loading.</p> <p>The Awards and the NES do not provide for the ability to substitute recreation leave loading for extra recreation leave.</p>

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Long Service Leave	40	40	Provides for the entitlement to and the taking of long service leave.	No change.	<p>The proposed EA provides for an equivalent long service leave entitlement as South Australia state law that deals with long service leave (the <i>Long Service Leave Act 1987 (SA)</i>).</p> <p>The proposed EA does however provide professional staff and ex-SACAE staff 10.7 working days of long service leave from the 16th year and each subsequent year of effective service, which exceeds to NES requirement and SA state law.</p>
Personal Leave	41	41	Provides for entitlement of twelve (12) working days per year to personal leave which is credited at the rate of one (1) working day for each completed month of service.	Amendment of accrual and crediting of personal leave on a monthly basis to accrual progressively during a year of service according to the staff member's ordinary hours of work, and accumulates from year to year.	No equivalent clause in the Awards. NES entitlement is less beneficial (ten (10) days per annum).
Family Responsibility Leave	42	42	Provides for entitlement to nine (9) working days' family responsibility leave for carer responsibilities and compassionate/bereavement leave.	No change.	<p>No entitlement under the NES or Awards except for carer's responsibilities and compassionate leave.</p> <p>NES entitlement is less beneficial (paid carer's leave is taken as part of personal leave, rather than as a separate entitlement).</p> <p>The Awards provide for a more beneficial entitlement for compassionate leave up to three (3) days per occasion vs two (2) days per occasion under the proposed EA.</p> <p>Two (2) days per annum for compassionate leave is the NES requirement.</p> <p>The Awards do not provide for nine (9) days family responsibility leave as an entitlement. Therefore, the proposed EA clause overall, is more beneficial overall than the Awards.</p>
Carer's Leave	43	43	Provides for access to personal leave where a staff member is absent to provide care or support to family members and provides for unpaid carer's leave.	No change.	<p>Equivalent clauses in the Awards refer to the NES entitlement.</p> <p>The NES provides for ten (10) days per year for paid carer's leave, which is one (1) extra day then provided by the proposed EA.</p> <p>The NES also provides for two (2) days of unpaid carer's leave (one each occasion), which is the equivalent of the proposed EA's unpaid carer's leave entitlement.</p>

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Parental Leave	44	44	Provides for paid and unpaid parental leave in a variety of circumstances	<p>General wording amendments under this section.</p> <p>The inclusion of a definitions clause which defines the terms 'Partner' and 'Primary Carer'.</p> <p>Amendments to the wording and structure of the entitlements and conditions under 'Paid Pre-Natal-Leave'.</p> <p>The removal of specifically requiring staff members to submit either a certificate from a registered medical practitioner or certificate of adoption for paid partner leave when accessing paid parental leave. Rather under the proposed EA it requires 'appropriate certification'.</p> <p>Amendments under paid foster parent leave entitlements, that the afforded leave entitlements will be paid at 100% of their ordinary weekly rate of pay rather than 50%.</p> <p>The inclusion of a provision under unpaid parental leave that the second period of unpaid parental leave can only be refused on reasonable business grounds and written details of the reasons for refusal must be provided. Further, that the request must not be refused before the staff member has had a reasonable opportunity to discuss it.</p> <p>The inclusion of a provision under unpaid parental leave that confirms that a pregnancy which does not result in the birth of a living child or where the child dies during the period of unpaid parental leave, the staff member will still be entitled to a maximum of 52 weeks of unpaid parental leave.</p> <p>The proposed EA provides for greater leave entitlements for special unpaid parental leave.</p> <p>The removal of a provision under unpaid pre-adoption leave that did not afford the staff member the ability to utilise such leave if other forms of leave were available or the University directed the staff member to take another form of leave.</p>	<p>Equivalent clauses in the Awards refer to the NES entitlement as unpaid leave. UniSA unpaid leave entitlements are equal to or exceed the NES.</p> <p>NES requires that staff must serve a minimum employment period of twelve (12) months to access such leave, whereas the proposed EA allows parental leave to be accessed without any minimum period being served.</p>

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Special Leave	45	45	Provides for paid special leave in a variety of circumstances, including for emergency services, jury service, blood donation, participation in sporting events, urgent pressing necessity, moving house, military leave, and domestic violence, and for leave without pay with approval. Further, the proposed EA provides for special leave without pay with approval.	Amended to update reference to family and domestic violence leave and include a new reference to gender affirmation leave.	No entitlement under the Awards or NES to leave for moving house, urgent pressing need, participation in sporting events, blood donation.
Cultural Leave	46	46	Provides for access to recreation or long service leave for cultural leave purposes, as well as up to ten (10) days paid leave per year for cultural reasons.	No change.	No equivalent clause in the Awards or NES.
Family and Domestic Violence Leave	47	47	Provides that staff experiencing family and domestic violence may access to ten (10) days of special leave with pay per year. Further, additional family and domestic violence leave can be applied for if the ten (10) days of paid leave has been exhausted.	The amendment of title of the clause from 'Domestic Violence Leave' to 'Family and Domestic Violence Leave'. Unlike the current EA, the proposed EA provides for: <ul style="list-style-type: none">• The University's commitment and obligations with respect to Family and Domestic Violence Leave;• A definitions clause under this section;• Ten (10) days of paid leave per annum;• Measures to be afforded additional family and domestic violence leave by application;• Internal and confidential support mechanisms.	The Awards provide for family and domestic violence leave in accordance with the NES. The NES provides for the same ten (10) day paid family and domestic violence leave entitlement as the proposed EA. The NES also provides for five (5) days of unpaid family and domestic violence leave but does not afford a mechanism to request additional paid or unpaid family and domestic violence leave like the proposed EA does.
Gender Affirmation	N/A	48	Provides that full-time or fixed-term staff members experiencing or progressing through gender affirmation may have access to twenty (20) days special leave with pay per year. Part-time employees can access special leave with pay on a pro rata basis.	A new clause under the proposed EA.	No equivalent clause in the Awards or NES.
Public Holidays	48	49	Provides that staff will be granted public holidays on full pay, and if they are required to work, they will be paid overtime or may agree to take TOIL	No change.	The Awards provide that the entitlement to public holidays is in accordance with the NES.
Staff Development and Performance	49	50	Provides commitments, requirements and conditions associated with staff development and performance	The inclusion of a provision which speaks to the University's commitment in professional development of Aboriginal and Torres Strait Islander staff.	No equivalent clause in the Awards or NES.

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Whyalla and Mount Gambier	50	51	Provides commitments and a process to seek approval for travel to attend professional development opportunities in Adelaide for Whyalla and Mount Gambier staff.	No change.	No equivalent clause in the Awards or NES.
Professional Development Programs	51	52	Provides for opportunities that are available for academic staff to participate in professional development programs, study release, and financial support for approved study.	No change.	No equivalent clause in the Academic Award or NES.
Consultation with Staff	52	53	Provides for a definition of consultation with staff.	Amendments to the wording of clause 53.1 under the proposed EA.	No equivalent clause in the Awards or NES.
Consultation with Unions	53	54	Provides for a definition of consultation with unions.	The removal of clause 53.2 under the current EA.	No equivalent clause in the Awards.
Changes to Regular Rosters or Hours of Work	54	55	Provides for the process by which changes to rosters or hours of work will be handled, including consultation with staff in relation to the changes.	Amendments to the wording under this clause.	The Awards provide for an equivalent clause.

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Major Workplace Change	55	56	Provides for the process by which the University will consult with staff and unions where the University proposes to implement changes that are likely to result in a major workplace change and have significant effects on staff.	<p>General wording and structure changes under this section.</p> <p>The inclusion of a clause that provides the staff member during their nominal term, will not be subject to more than 1 major workplace change that may result in termination of employment on the grounds of redundancy subject to exceptional circumstances (not including voluntary redundancy, voluntary separation, or where a staff member elects to move from a position in one part of the University to a different part of the University).</p> <p>The amendment of the term 'significant effects', to include (but not be limited to):</p> <ul style="list-style-type: none"> • Redundancy; or • Major changes in the composition, operation or size of the University's workforce or in the skills required; or • Loss of, or reduction in, positions or promotion opportunities; or • Loss of, or reduction in, position tenure; or • Alteration of hours of work; or • The need for staff to be retrained or transferred to other work or locations excluding where a metropolitan based staff member is transferred to another metropolitan location, including campus; or • The restructuring of positions. <p>The expansion of what will be included in change proposal paper under clause 56.4 of the proposed EA.</p> <p>The inclusion of a provision which speaks to requirements of the University to provide written notice of the changes in the form of a final plan and what is required to be outlined in that plan.</p>	<p>The Award clauses are triggered where there is a "definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees".</p> <p>The proposed EA provides that consultation will be triggered when the University implements changes that are likely to have a significant effects on staff.</p> <p>The proposed EA clause provides for a process which exceeds the model consultative terms required in the FW Act.</p>
Staff Grievances	56	57	Provides for the process by which staff may notify a grievance relating to actions or decisions that directly affect their terms and conditions of employment.	No change.	No equivalent clause in the Awards or NES.
Dispute Resolution Procedures	57	58	Provides for the process by which disputes arising under the proposed EA or the NES will be handled.	No change.	The Awards provide for an equivalent process when dealing with disputes.

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Disciplinary Procedures	58	59	Provides that the unacceptable performance and misconduct clauses do not apply to casual staff, and the unacceptable performance clause does not apply to staff on probation.	No change.	No equivalent clause in the Awards or NES.
Unacceptable Performance	59	60	Provides for what may be considered unacceptable performance and the process by which potential unacceptable performance will be handled.	No change.	No equivalent clause in the Awards or NES.
Misconduct/Serious Misconduct	60	61	Provides for the process by which potential misconduct/serious misconduct (including research misconduct) will be handled.	No change.	No equivalent clause in the Awards or NES.
Independent Review of Decision	61	62	Provides a process by which a staff member may seek a review of a decision by the Vice Chancellor (or delegate) to impose disciplinary action under clauses 60 (unacceptable performance) and 61 (misconduct/serious misconduct).	No change.	No equivalent clause in the Awards or NES.
Redundancy	62	63	Provides for the process by which potential redundancy will be handled.	General wording and structure amendments to this section. Commitment to prioritising security of employment of continuing staff and to advance all reasonable measures to avoid compulsory redundancies, and that such action will only proceed if all reasonable measures have been exhausted or a voluntary redundancy occurs.	No equivalent clause in the Awards or NES dealing with the process by which redundancies will be handled.
Voluntary Redundancy Benefits	63	64	Provides for the voluntary redundancy benefits that are payable to academic staff, professional staff, and security and grounds staff.	No change.	Redundancy pay under the NES is up to twelve (12) weeks. The Awards provide that redundancy pay is paid in accordance with the NES and as outlined in sections 119 to 123 of the FW Act. The proposed EA provides for significantly greater redundancy benefits compared to the NES and Awards, which differ between academic staff, professional staff, and security and grounds staff.

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Redeployment	64	65	Provides for the process by which a continuing staff member can apply for redeployment, the redeployment period, the redeployment principles, cost centre responsibility for redeployees, career transition/ job search support, and support for redeployed staff.	<p>General amendments to the wording under this section.</p> <p>Clause 65.8 of the proposed EA provides for the requirements that will be regarded when making a decision about a person's suitability to a position. The proposed EA includes a requirement to have regard to whether the necessary skills and experience of the person can be developed with no more than six (6) months of training.</p> <p>In addition to a staff member not being able to unreasonably refuse redeployment to a suitable continuing position, a requirement exists for the position to also align with the skills and experience of the staff member and their substantive classification level.</p>	No equivalent clause in the Awards or NES dealing with the process by which redeployment will be handled.
Compulsory Redundancy Benefits	65	66	Provides for the redundancy benefits that are payable where the employment of academic staff, professional staff, and security and grounds staff ends due to compulsory redundancy.	No change.	<p>Redundancy pay under the NES is up to twelve (12) weeks.</p> <p>The Awards provide that redundancy pay is paid in accordance with the NES and as outlined in sections 119 to 123 of the FW Act.</p> <p>The proposed EA provides for significantly greater redundancy benefits compared to the NES and Awards, which differ between academic staff, professional staff, and security and grounds staff.</p>
Termination of Employment	66	67	Provides for matters dealing with termination of employment, including when termination can occur, the effect of termination of employment on the ability of courts or tribunals to hear matters following the termination, payment of notice, and when entitlements are due to be paid following termination of employment.	No change.	Equivalent to the entitlement to notice under the NES, and equivalent to the Awards provision dealing with payment within seven (7) days on termination of employment.
Failure to Attend for Duties	67	68	Provides for the process that must be followed where a staff member failed to attend for their place of employment on an ongoing basis without a staff member receiving authorisation for their absence, or a staff member has not provided a satisfactory explanation for their absence.	No change.	No equivalent clause in the Awards or NES.
Termination on the Grounds of Ill Health	68	69	Provides for the process that will be followed where the University has concerned about a staff member's fitness to carry their duties, up to potential termination of employment.	No change.	No equivalent clause in the Awards or NES.

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Resignation	69	70	Provides for the process by which academic staff, professional staff, and security and grounds staff resign from employment, including the required notice period.	No change.	The Awards do not specifically provide for resignation provisions.
Academic Staff Salary Scales	Schedule 1	Schedule 1	Provides for salaries payable to academic staff (including research only staff) over the life of the proposed EA.	Increase to salaries.	<p>The Academic Award provides the same classification scale (Levels A to E and incremental steps) to that in the proposed EA.</p> <p>The academic staff salary rates for each level of employment under the proposed EA far exceeds the minimum rates provided by the Academic Award.</p>
Professional, Security and Grounds Staff Salary Scales	Schedule 2	Schedule 2	Provides for salaries payable to professional, security and grounds staff over the life of the proposed EA.	Increase to salaries.	<p>The General Award provides for a similar classification scale to that in the proposed EA.</p> <p>The professional, security and grounds staff salary rates for each level of employment under the proposed EA far exceeds the minimum rates provided by the General Award.</p>

Clause Title	Current EA Clause No.	Proposed EA Clause No.	Summary of Proposed EA	Change from Current EA	Key Changes Compared to Awards & NES
Casual Academic Staff Conditions	Schedule 3	Schedule 3	Provides for conditions for casual academic staff, including rates of pay for various academic activities.	<p>Increase to salaries.</p> <p>General wording and structure amendments under this section.</p> <p>The inclusion in clause 3.9 that for the purposes of this section, preparation does not include developing a course for online delivery. All development work will be paid separately by the hour for casual academic staff who undertake course coordination and other academic activity for all other casual academic staff.</p> <p>The inclusion in clause 3.10 of the required activities to be undertaken separate from clause 3.9.</p> <p>The removal of clause 3.12 which has been included in clause 9.</p> <p>The activities that define the range of casual academic teaching have been updated in clauses 3.12-3.26 to provide contemporary and relevant definitions for course coordination, lectures, practicals, preparation for delivery of teaching activities, seminars, student consultation, studios, tutorials, workshops and updating of existing courses.</p> <p>Commencing from 1 January 2024, increased clarity will be provided through a new definition of standard marking in clause 3.20 c) that "assessment is standard when the marker is required to determine the result by application of a marking template including the provision of minimal feedback".</p> <p>Commencing from 1 January 2025, student assessment/ marking will move from the current payment per item rate in clause 3.28 to payment by the hour in clause 3.29.</p>	<p>The Academic Award provides a similar classification scale for the various activities to that in the proposed EA.</p> <p>The casual academic staff salary rates for each level of employment under the proposed EA far exceed the minimum rates provided by the HEI Academic Staff Award.</p>
Minimum Standards for Academic Levels	Schedule 4	Schedule 4	Provides for the minimum standards for academic levels, which are used to classify academic staff positions	No change.	The Academic Award provides for similar standards.
Professional Staff Position Classification Descriptors	Schedule 5	Schedule 5	Provides for the professional staff position classification descriptors, which are used to classify professional staff positions	No change	The General Award provides for similar classifications, except that the award uses the term "HEW", whilst the agreement uses the term "HEO". There is no substantive difference between them.



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Acknowledgment of Country

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

Artist: Ngupulya Pumani