



University of  
South Australia

# *A guide to UniSA's* **New Enterprise Agreement**

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2019





# 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 and the new Enterprise Agreement represents a balance of mutually beneficial outcomes for our staff, the unions and the University.

The University has worked to develop the detail of the new Enterprise Agreement since in principle agreement on key matters was announced in December last year. This has taken longer than anticipated, but it is important that the detail is developed and agreed, to ensure that we have an agreement to position the University for the future and one that all parties can support.

The new Enterprise Agreement delivers fair and sustainable salary increases and improvements to other conditions that align with the University's values as **Australia's University of Enterprise**, and the University of choice for our students.

The new Enterprise Agreement has a structure that is both more accessible and reflects the constructive tone of our employee relations.

The new Enterprise Agreement will now proceed to a formal staff vote and details about the ballot and application process to progress the Agreement to the **Fair Work Commission** for approval 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 conditions presented. I also 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 [enterprise.bargaining@unisa.edu.au](mailto:enterprise.bargaining@unisa.edu.au), or visit the University's enterprise bargaining website for further information.

**Professor Marie Wilson, Lead Negotiator, UniSA**  
*Pro Vice Chancellor (Business and Law)*  
*University of South Australia*





Want more detail? Please read the **MAJOR CHANGES IN DETAIL** section of this guide or visit the [Enterprise Bargaining website](#)

# KEY CHANGES AT A GLANCE

## ENHANCED LEAVE ARRANGEMENTS

- Shared paid parental leave where both partners are employed by the University;
- Up to 10 days per annum cultural leave for our Aboriginal and Torres Strait Islander staff in recognition of cultural and community obligations; and
- Extending paid domestic violence leave provisions to our casual staff.

## IMPROVED EMPLOYMENT CONDITIONS FOR FIXED TERM TEACHING ACADEMIC STAFF

- A minimum engagement of no less than 0.4FTE;
- A contract duration up to 5 years;
- Eligibility for severance pay;
- Right to further employment if the work continues at the end of a contract; and
- Consideration for transition to continuing employment based on a business case and criteria in accordance with existing University procedures, provided that a staff member has had at least 2 years' service.

## IMPROVED CONDITIONS FOR FIXED TERM STAFF WITH 10 YEARS OF SERVICE & OVER

- A review of employment at 10 years, with a transition to continuing employment based on criteria; and
- An enhanced severance payment for staff who are not transitioned to continuing employment on conclusion of a contract where their contract is not renewed.

## FLEXIBLE & AGILE WORKING ARRANGEMENTS

- New fixed term employment categories for practitioners-in-residence and student employment and a commitment by the University and unions to develop and agree fixed term employment criteria for Aboriginal and Torres Strait Islander internships within 6 months following an application to approve the new Enterprise Agreement in the *Fair Work Commission*;
- Flexible ordinary hours for professional staff that enables hours to be worked outside the traditional span of hours in a mutually agreed manner with a loading payment in certain circumstances; and
- A change in the calculation of time off in lieu of overtime from hour to hour to weighted time based on the overtime rate applying at the time when overtime is worked.

# KEY CHANGES AT A GLANCE - CONTINUED

## UPDATED ACADEMIC WORKLOAD ARRANGEMENTS

- Reflect the changing nature of academic work within new definitions, including online delivery; and
- Better alignment in the allocation of workload, with preparation times, to reflect differences between experienced and early career academic staff.

## INCREASING CONSISTENCY AND ENHANCING ACCESS TO LEAVE

- Setting long service leave (LSL) accrual and usage to working days (consistent with recreation leave);
- Allowing LSL to be taken in single days consistent with other leave provisions;
- A minimum of 4 weeks free of teaching each year guaranteed for academic staff to take as recreation leave; and
- The maximum recreation leave accrual is reduced to 30 days to ensure support for staff well-being.

## STREAMLINED AND TRANSPARENT PROCEDURES REFLECTIVE OF A MODERN ENTERPRISE AGREEMENT

- Disciplinary procedures;
- Dispute resolution;
- A new internal grievance process for matters that are not covered by other review processes in the Agreement or University policies;
- Major workplace change (formally managing change);
- Transfer in location where there are differences amongst staff; and
- Parental leave.

## FAIR AND SUSTAINABLE SALARY INCREASES

From the first pay period commencing on or after:

- 30 June 2019 - \$1,600 per annum;
- 30 June 2020 - 1.8%; and
- 30 June 2021 - \$1,600 per annum.

## EXTENSION OF THE 17% EMPLOYER SUPERANNUATION CONTRIBUTION

To all continuing and fixed term staff from 30 June 2021 if they are receiving the 9.5% superannuation guarantee rate.

*The new Enterprise Agreement will notionally expire on 30 June 2021 and negotiations for a new agreement will commence 3 months prior to this date.*



## EVOLUTION OF OUR AGREEMENT

It is important that the benefits and conditions in our Enterprise Agreement evolve to align with the University's values and vision as the University of choice for our students and as ***Australia's University of Enterprise.***



The new Enterprise Agreement delivers fair and sustainable salary increases, improvements and other changes to position the University for the future.



The new Enterprise Agreement represents a balance of mutually beneficial outcomes for our staff, the unions and the University.



### Want more detail?

For those that want a bit 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 [enterprise.bargaining@unisa.edu.au](mailto:enterprise.bargaining@unisa.edu.au).





# MAJOR CHANGES IN DETAIL

## ENHANCED LEAVE

### SHARED PAID PARENTAL LEAVE FOR PARTNERS

We recognise there is a greater expectation of parenting responsibilities being shared between couples. Our paid parental leave benefit (previously known as paid maternity and adoption leave) has been expanded to enable partners of the birth mother or primary carer of an adopted child, to also access this paid leave benefit where they are also a UniSA staff member.

The partner will have to be employed on a continuing basis or fixed term contract and can take the paid leave when:

- The staff member who is eligible for the leave consents to their partner taking the paid leave and the amount of leave to be taken; and
- The partner's line supervisor approves an application for leave by the partner having regard to urgent pressing business needs.

The paid leave may be taken concurrently or separately and the combined leave is not to exceed the 22-week maximum (for staff with 12 months or more service) or 18-week maximum (1.5 weeks for each completed month of service for staff with less than 12 months service).

### INCREASED CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER STAFF

UniSA has a proud history in the education and employment of Aboriginal and Torres Strait Islander peoples and we are committed to enabling our staff to take appropriate paid leave for the purpose of fulfilling their cultural obligations.

The current 3 days paid leave per year for cultural purposes will increase to up to 10 days per year under our new Enterprise Agreement. The increase in leave recognises the lengthy distances that Aboriginal and Torres Strait Islander staff may need to travel in order to fulfill their cultural responsibilities.

### PAID DOMESTIC VIOLENCE LEAVE FOR CASUAL STAFF

We recognise that domestic violence is an important and significant issue facing (predominantly) women that has a profound social, emotional and financial impact for them and their families and inevitably how they approach their work.

We want to provide appropriate support for any of our staff who regrettably experience domestic violence and, we have extended the current paid special leave arrangements available to staff experiencing domestic violence to also include our casual staff.



For a summary of the major changes in each clause of the proposed University of South Australia Enterprise Agreement 2019, please read the **EXPLANATORY NOTES** section of this guide. This section also compares the proposed Agreement to the current 2014 Agreement and includes an assessment against the underlying modern Awards and National Employment Standards.

## INCREASED FLEXIBILITY AND ACCESS TO LONG SERVICE LEAVE

The new Enterprise Agreement changes the way in which long service leave (LSL) accrues from “calendar days” to “working days”. The change to working days will also allow greater flexibility to take LSL in single days (from the current 7 day minimum) consistent with other leave provisions. Long service leave accrued prior to the new Enterprise Agreement will be converted from calendar days to working days.

Cashing out of long service leave has also been clarified to make clear that a staff member can also elect to receive a payment in lieu of LSL in any subsequent year of service after their initial qualification period (e.g. 10 years’ service).

Where staff have an accrual equal to or in excess of 30 days, the new Enterprise Agreement outlines a process by which a staff member is to submit an application or plan to their supervisor to reduce their leave to 20 days. The new Enterprise Agreement also outlines a process where the University can direct a staff member to reduce their leave to 20 days where no application or plan is provided to their supervisor, or in the absence of a direction, a staff member is deemed to commence their leave from the first University working day of a calendar year until their balance is reduced down to 20 days.

## FIXED TERM TEACHING ACADEMIC STAFF

## TEACHING FREE PERIOD AVAILABLE FOR RECREATION LEAVE

The new Enterprise Agreement includes a provision prescribing a guaranteed minimum 4-week period free of teaching responsibilities each year which will be available to take as recreation leave.

The 4-week period is not a continuous period nor is it a requirement that 4 weeks be taken each year. It is intended to give academic staff the ability to negotiate and take 4 weeks’ recreation leave each year, free of teaching. Academic staff will still be able to continue to take leave in flexible periods and in a way that is appropriate for them with the agreement of their supervisor.

The introduction of a teaching academic career pathway in 2014 has enabled UniSA to introduce a range of strategies to recognise teaching as a distinct career, as well as the opportunity for excellent teachers to progress through academic promotion.

As part of our new Enterprise Agreement, we have improved our employment conditions and commitments for our fixed term teaching academic staff that continue to support and recognise our commitment to teaching, by providing more continuity and certainty in employment and opportunities for further employment and entitlements, where the work and employment does not continue at the end of a contract.

The improvements are:

- Minimum engagement no less than 0.4 FTE (currently no minimum);
- Contract duration up to 5 years (currently up to 3 years);
- Eligibility for severance pay that recognises service in employment from the commencement of the new enterprise agreement (currently not eligible for severance pay);

## MAXIMUM RECREATION LEAVE ACCRUAL

It is important that appropriate periods of recreation leave are allocated and taken by staff in discussion and agreement with their supervisor each year. The maximum recreation leave accrual in the new Enterprise Agreement is reduced to 30 days (from 40 days) to ensure support for staff wellbeing.

# MAJOR CHANGES IN DETAIL - CONTINUED

## FIXED TERM TEACHING ACADEMIC STAFF

- Right to further employment (e.g. a further fixed term contract) if the work continues in the staff member's position at the end of the contract, provided the staff member has been merit selected through a competitive and open selection process and has performed satisfactorily in their position (currently no right to further employment); and
- Consideration for transition from fixed term to continuing employment provided the staff member has been employed as a teaching academic for a minimum of 2 years.

The process for transition to continuing employment for fixed term teaching academic staff has been in place since 2015 as a distinct university procedure. It requires a business case by the Head of School and key criteria for considering a transition is included in the new Enterprise Agreement.

The restriction in our [Academic Workload Guidelines](#) that limited the employment of teaching academics in continuing employment to certain areas only has been removed, which will enable the University to consider continuing employment opportunities by advertisement more widely.

## FIXED TERM STAFF WITH 10 YEARS OR MORE SERVICE

Whilst many universities have staff driven conversion processes and criteria to continuing employment from fixed term employment, very few adopt proactive organisational driven approaches in their Enterprise Agreements to address long term fixed term employment.

The University has taken a proactive approach in our new Enterprise Agreement and will review the employment of all fixed term staff where they have been employed on 2 or more fixed term contracts on a continuous basis for at least 10 years with the University, to assess and consider whether to transition them to continuing employment.

The review will take into account enterprise level considerations such as:

- The staff member has been appointed in their current position through a merit selection process;
- The staff member has performed satisfactorily in their current position and is not serving a period of probation; 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 the requisite funding is available to support the position.

The new Enterprise Agreement also provides an increase in severance pay for longer serving staff where a decision is made to not transition a staff member to continuing employment at the conclusion of their current contract, or any subsequent contract on the following basis:

10 years' service up to the completion of 15 years	17 weeks' pay
16 years' service and over	18 weeks' pay

If the new Enterprise Agreement is approved by staff through the upcoming staff ballot process, the University will commence a process to review the employment of all current staff with 10 (or more) years' service consistent with the new requirements and criteria.

The University will also develop a systemic process to review the employment of all fixed term staff whose employment reaches 10 years service.





## FIXED TERM EMPLOYMENT CATEGORIES

### NEW EMPLOYMENT CATEGORIES

The new Enterprise Agreement will include new fixed term employment categories for recent professional practice (practitioners-in-residence) and student employment.

#### RECENT PROFESSIONAL PRACTICE (PRACTITIONERS-IN-RESIDENCE)

The University engages a number of industry-based practitioners and professionals as practitioners in residence to support our core academic staff, to deliver teaching, guest lectures, tutorials, consulting and other supports to students. Until now, the University has had to engage our practitioners on a casual basis, or as a teaching academic on a fixed term contract.

These situations restricted flexibility in how the University could engage practitioners and this often meant the University having to utilise casual employment, and this new category gives greater flexibility to employ our practitioners on a fixed term contract.

The new category recognises that the scholarship and research requirements that apply to our core academic staff do not apply to practitioners, unless otherwise determined by the supervisor. Also, if a practitioner is employed on a fixed term contract of less than 0.4 FTE, then the workload considerations that apply to our core academic staff do not apply, with the supervisor and practitioner being able to determine appropriate suitable workload arrangements.

The new category also allows for employment to be annualised over the year to recognise the ebb and flow in work which can minimise the number of contracts and associated administration time for practitioners and the University.

#### STUDENT EMPLOYMENT

The University has reintroduced the student employment category which was removed from the current 2014 Enterprise Agreement. The employment of students (particularly HDR) is beneficial for both the student and University. The change to remove the student category unintentionally restricted opportunities that otherwise were previously available to employ students.

#### ABORIGINAL AND TORRES STRAIT ISLANDER INTERNSHIPS

The University and the NTEU have agreed to commit to discuss and develop fixed term employment conditions for Aboriginal and Torres Strait Islander internships, within 6 months following an application to approve the new Enterprise Agreement in the *Fair Work Commission*. Internships are one of many key strategies to increase the employment of Aboriginal and Torres Strait Islander people by the University in accordance with our Aboriginal and Torres Strait Islander Employment Action Plan, *Yaitya Warpulai Tappa 2018-2021*.

## ACADEMIC WORKLOAD

The nature of academic work is changing and the [Academic Workload Guidelines](#) have been amended to include new definitions for different types of academic work and anticipated preparation times including mode of delivery. The new definitions outline expectations in the principal activities undertaken in teaching and learning in the following categories:

- Lectures;
- Seminars;
- Tutorials;
- Workshops;
- Demonstration/practical class;
- Online facilitation; and
- Preparation times for lecture delivery, tutorials/seminars, workshops/demonstrations/practical delivery.

The new definitions also include information for students for communication through the course outline and other means.

The preparation times better align the allocation of workload to the differences between experienced and early career academic staff and will guide times for teaching activity and preparing materials, resources and notes and planning activities. These times also replace the academic casual staff preparation times as the basis to guide allocation of academic work activities for full time and part time academic staff.

Other processes and conditions in the current academic workload clause remain unchanged in the new Enterprise Agreement.



## FLEXIBLE ORDINARY HOURS – PROFESSIONAL, SECURITY AND GROUNDS STAFF

The needs of our students are changing and how and when we deliver teaching is rapidly evolving. Professional, security and grounds staff all have a pivotal role in delivering critical academic and support services to our students. Our current working hour arrangements were last reviewed in 2004 and to keep pace with the changes that are evolving, there is a need to consider alternative ways in which ordinary hours can be worked.

While we see the vast majority of our staff continuing to work their ordinary hours within the current span of hours (e.g. for professional staff the current span is 7am to 7pm Monday to Friday), the new Enterprise Agreement provides for a unique and tailored way to consider individual arrangements with staff to change their ordinary hours in a mutually agreed manner, where there is an organisational or personal need.

A staff member may work their ordinary hours outside of the normal span of hours (e.g. for professional staff 7am-7pm Monday to Friday) on a temporary or ongoing basis where:

- It is requested by the University to meet the University's operational requirements; or
- It is requested at the initiative of the staff member to meet their personal needs.

In both circumstances, there must be agreement in writing and the University will consider potential implications including workplace health and safety issues for the staff member and others and the cost to the University.

Where the hours worked are necessary to meet the University's operational requirements, hours worked outside of the span of hours attract a 15% flexibility loading on those hours Monday to Friday. On weekends the flexibility loading increases to 50% on Saturdays and 100% on Sundays. For public holidays the loading increases to 150%.

The flexibility loading does not apply to circumstances where flexible ordinary hours are requested by a staff member and agreed due to personal needs or preferences.

Overtime will continue to operate and apply in accordance with the overtime provisions, if the staff member is required to work in excess of their ordinary working hours for the day or week.

A flexible ordinary hours arrangement may be ceased by the staff member or University by giving no less than 6 weeks' notice unless otherwise agreed and the staff member will revert to their previous hours of work. Where the University introduces a flexible ordinary hours appointment by advertisement, the terms of appointment will specify how the arrangement may be varied with the flexibility loadings applying in these circumstances.



## TOIL - PROFESSIONAL, SECURITY & GROUNDS STAFF

The new Enterprise Agreement changes the way in which time off in lieu of overtime (TOIL) accrues from time for time (e.g. 1 hour worked equals 1 hour time off), to accrue at the overtime rate applicable to when the overtime is worked (e.g. 1 hour of overtime worked where the overtime applying is time and a half means the corresponding time off is 1.5 hours).

## ACCUMULATED TIME OFF – PART TIME PROFESSIONAL, SECURITY AND GROUNDS STAFF

Part-time staff are entitled to accumulated time off (ATO) during the Christmas/New Year period provided their employment fraction is based on the 37.5-hour week.

The new Enterprise Agreement clarifies that the time off to be taken by part time staff will be the ATO days determined by the University each year which fall on the normal working days of the part-time staff member concerned.

The change brings consistency with the principle applying to full-time staff that time off is taken on the normal working days of the staff member (excluding public holidays) during the Christmas/New Year period.

## CASUAL MINIMUM ENGAGEMENT

The new Enterprise Agreement provides for a minimum number of hours that casual staff must be paid for each occasion they are required by the University to attend work on campus or other University premises on the following basis:

- 2 hours for academic staff inclusive of delivery and additional hours, preparation and associated working time including agreed duties that form part of the packaged casual hour arrangements that apply to academic staff; and
- 3 hours for professional, security and grounds staff

The minimum engagement period is consistent with the underlying modern Awards and does not impact on arrangements where casual staff work from home to undertake work.

## COMPULSORY OF REDUNDANCY BENEFITS - ACADEMIC STAFF

Following a decision by the *Fair Work Commission* in February 2018 in relation to the underlying modern award for academic staff, the age-based compulsory redundancy benefit structure in the current Enterprise Agreement is now considered to be discriminatory and needs to change in the new Enterprise Agreement, to a more appropriate service based entitlement structure, in order to comply with *Fair Work laws*.

The service based entitlement structure in the new Enterprise Agreement provides for:

- 28 weeks plus 2 weeks for each completed year of service; or
- 52 weeks plus 2 weeks for each completed year of service if 45 years of age or over.

The maximum payment is capped at 60 weeks.

The University has grandparented the current age based entitlements for existing staff in this Agreement and only applies if the age based structure provides a higher benefit than the new service based structure.

The new service based benefit structure applies to new staff.

The voluntary redundancy benefits will continue to be higher for the majority of academic staff.



# MAJOR CHANGES IN DETAIL - CONTINUED

## STREAMLINED PROCESS

### DISCIPLINARY PROCEDURES

The new Enterprise Agreement streamlines and simplifies disciplinary procedures introduced well over 20 years ago for managing unacceptable performance and misconduct/serious misconduct.

While, thankfully, these provisions are not used often, our concern for our staff is paramount and the new arrangements will enable the University to resolve issues in a timely manner, to minimise the impact on the wellbeing of the staff member concerned and the staff around them.

Our culture survey also highlighted this as an area our staff felt could be improved.

The changes include:

- Extension of the misconduct/serious misconduct process to include staff serving a period of probation;
- A streamlined unacceptable performance process that removes the requirement for an additional period of counselling to be instigated (as the current PDM Framework already provides for an extensive 2 step process that includes counselling and guidance) and removal of the requirement that the Vice Chancellor's nominee must first satisfy themselves that the clause requirements have been followed (as the University is already required by law to comply with the Enterprise Agreement);
- Updated definitions of misconduct and serious misconduct to include breaches of the *ARC/NHMRC Code for the Responsible Conduct of Research* (Research Code) including research misconduct.
- Clarification that the Vice Chancellor's nominee may determine to first undertake an investigation or make other enquiries as they consider appropriate prior to considering whether to make formal allegations of misconduct/serious misconduct;
- Clarification that the Vice Chancellor's nominee may suspend a staff member from duty at any stage of a process conducted under misconduct/serious misconduct;
- Inclusion of key provisions of the Research Code that require that an Investigation Panel be convened to consider allegations of research misconduct;
- Inclusion of new disciplinary action options that enable the Vice Chancellor (or delegate) to assign a staff member to another position and/or location and extension of probation for a reasonable period beyond the expiry of the current term (where a staff member is serving a probationary period);
- Inclusion of a new process that enables a staff member to seek a review of a decision by the Vice Chancellor (or delegate) to impose disciplinary action, with a review to be conducted by a single independent reviewer, which replaces the current 3-person Disciplinary Review Committee;

The new procedures continue to protect the rights of staff to a fair process in particular, the role of the independent reviewer which includes the requirement to afford procedural fairness.

### DISPUTE RESOLUTION PROCEDURES

The new Enterprise Agreement has a streamlined dispute resolution approach that enables staff to continue to raise "personal grievances" through a new and separate process outlined in the Agreement.

The dispute resolution clause will still enable disputes to be raised where a matter is dealt with by the Agreement or a dispute arises in relation to the National Employment Standards.

The stage 2 process has been extended from 5 to 10 days and all other terms in the current Enterprise Agreement have been retained in the new clause.

## **INTERNAL STAFF GRIEVANCE PROCEDURES**

The new Enterprise Agreement includes a review process through which staff may notify the University of grievances that are of a personal nature and have them considered through an informal and formal grievance resolution process, which includes a review by an independent reviewer appointed by the Executive Director: People, Talent and Culture.

A grievance can be dismissed where:

- Alternative avenues of review are available under University policies or procedures;
- The decision that led to the grievance was made under a process in the Enterprise Agreement or University policies, procedures or guidelines;
- The same matter is being or has been dealt with under the dispute resolution clause; or
- The matter relates to decision on merit selection or promotion of staff.

## **MAJOR WORKPLACE CHANGE**

The new Enterprise Agreement updates the “managing change” phrase to “major workplace change” to better distinguish the process from other forms of consultation with staff on other workplace matters. The major workplace change consultation process has also been updated to better reflect current practice and clarify significant effects that require a formal consultation process to be undertaken.

## **TRANSFER IN LOCATION WHERE THERE ARE DIFFERENCES AMONGST STAFF**

The new Enterprise Agreement updates the process through which staff may be transferred where differences occur which affect work performance, staff wellbeing or efficiency, to no longer require that differences must be irreconcilable in order to transfer a staff member. This has often led to an exacerbation of differences which compromise the wellbeing of staff. The new process also enables the University to transfer more than one staff member following reasonable attempts at resolution with affected staff and their representative (if they choose).

## **PARENTAL LEAVE**

The new Enterprise Agreement updates the various terms that describe the paid and unpaid benefits and entitlements, to a consistent and common term called “parental leave”. The language has also been updated to (reflect modern terminology and) eliminate gender where benefits and entitlements are not gender specific. The benefits and entitlements have also been consolidated into a table for ease of reference. All benefits, entitlements and conditions otherwise remain the same as the current Enterprise Agreement, other than the enhancements made to enable shared paid parental leave.

## **REMODELLED AGREEMENT**

We have remodelled the current Enterprise Agreement so that it is easier for staff to understand and for supervisors to follow. We have achieved some simplification by reducing ambiguity, legal jargon and overly prescriptive provisions that are better situated in University procedures or policies where possible.

The structure of the new Enterprise Agreement reflects a staff member's employment lifecycle with benefits, entitlements and conditions consolidated and grouped together in common themes.

# MAJOR CHANGES IN DETAIL - CONTINUED

## FAIR & SUSTAINABLE SALARY INCREASES

The last salary increase under the current Enterprise Agreement delivered a 2.9% increase from March 2018.

The salary increases in our new Enterprise Agreement are fair and sustainable to ensure UniSA continues to remain competitive in the current environment and the increases are consistent with our financial settings going forward. The new Agreement will deliver salary increases in each step of each classification level by:

- \$1,600 per annum from 30 June 2019;
- 1.8% per annum from 30 June 2020; and
- \$1,600 per annum from 30 June 2021.

The increases are to the annual full-time salaries and apply from the first pay period commencing on or after the 30th June in each year. Part time and casual staff receive the increases commensurate with their employment fraction and hourly rate of pay.

### SALARY INCREASES BY CLASSIFICATION LEVEL

(Based on Top of Range increment)

Classification	Current	30 June 2019	30 June 2020	30 June 2021	Aggregate		Percentage Per Annum
Level A	\$91,969	\$93,569	\$95,253	\$96,853	\$4,884	5.3%	1.8%
Level B	\$114,967	\$116,567	\$118,665	\$120,265	\$5,298	4.6%	1.5%
Level C	\$136,753	\$138,353	\$140,843	\$142,443	\$5,690	4.2%	1.4%
Level D	\$157,317	\$158,917	\$161,778	\$163,378	\$6,061	3.9%	1.3%
Level E	\$183,946	\$185,546	\$188,886	\$190,486	\$6,540	3.6%	1.2%
HEO 1	\$49,141	\$50,741	\$51,654	\$53,254	\$4,113	8.4%	2.8%
HEO2	\$54,350	\$55,950	\$56,957	\$58,557	\$4,207	7.7%	2.6%
HEO3	\$62,764	\$64,364	\$65,523	\$67,123	\$4,359	6.9%	2.3%
HEO4	\$69,442	\$71,042	\$72,321	\$73,921	\$4,479	6.4%	2.1%
HEO5	\$79,459	\$81,059	\$82,518	\$84,118	\$4,659	5.9%	2.0%
HEO6	\$85,467	\$87,067	\$88,634	\$90,234	\$4,767	5.6 %	1.9%
HEO7	\$96,150	\$97,750	\$99,510	\$101,110	\$4,960	5.2%	1.7%
HEO8	\$108,705	\$110,305	\$112,390	\$113,890	\$5,185	4.8 %	1.6 %
HEO9	\$118,314	\$119,914	\$122,072	\$123,672	\$5,358	4.5%	1.5%
HEO 10	\$118,537	\$120,137	\$122,299	\$123,899	\$5,362	4.5%	1.5%

The aggregate shows the total monetary and percentage increases to the annual full time salaries in each classification level over the life of the new Enterprise Agreement. The percentage per annum is derived by dividing the aggregate percentage by 3. This represents the 3 year period from the expiry of the current Enterprise Agreement (June 2018) to the expiry of the new Enterprise Agreement (June 2021). This is intended as a guide only to show what the average percentage increase per annum is over the 3 year period.





## ENHANCED BENEFITS & CONDITIONS

**Australia's University of Enterprise** continues to evolve workplace benefits and conditions to support our people to deliver quality, meet student expectations, and ensure we are the University of choice for our students.

### SUPERANNUATION

The 17% employer superannuation contribution will be extended to all continuing and fixed term staff from 30 June 2021 if they are receiving the 9.5% Superannuation Guarantee (SG) rate. This includes continuing and fixed term staff employed:

- Less than 0.5 FTE;
- On a contract that is less than 18 months;
- In a position where the funding for their position is provided from external sources or is not funded from the University's recurrent budget;
- In a position or classification where they are given the option of receiving the 17% (and making the associated member contributions of 7%) but have elected to receive the 9.5% SG; and
- At HEO2 or less.

Casual staff will continue to receive the SG rate which is currently set at 9.5% and is scheduled to increase in line with the *Superannuation Guarantee (Administration) Act 1992*, to 10% (from 1 July 2021) up to 12% (from 1 July 2025).

### EA DURATION & RENEGOTIATION

The new Enterprise Agreement will notionally expire on 30 June 2021 and continue to operate until it is replaced. The University will commence negotiations for a new agreement 3 months prior to 30 June 2021.

# NEXT STEPS, VOTING & APPROVAL PROCESS

## 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 University committees.

A mandatory “access” period of at least 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.

Taking into account the mandatory access period, the ballot will commence at **9.00am (ACST) on Monday 3 June 2019** and conclude at **5.00pm (ACST) on Wednesday 5 June 2019**. All eligible staff will receive an email from the University’s Returning Officer on the morning of the ballot (approximately 8.45am ACST) setting out the process for staff to cast their vote.

All staff scheduled to be on leave during the ballot will receive a letter with 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 on 5 June 2019.

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 must be within 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.



### Want more detail?

For those that want a bit 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 [enterprise.bargaining@unisa.edu.au](mailto:enterprise.bargaining@unisa.edu.au).



# 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 [enterprise.bargaining@unisa.edu.au](mailto:enterprise.bargaining@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 **25 May 2019** and concludes on **2 June 2019**.
- 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's Enterprise Bargaining website
- Voting will be by a confidential online ballot using the University's online voting system for Council elections and other 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



4

## 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 2019*, in comparison to the current 2014 Enterprise Agreement, Awards and National Employment Standards (NES).

## GENERAL COMMENTS

1. The **current EA** means the *University of South Australia Enterprise Agreement 2014* which applies to academic, professional, security, grounds and Document Services staff, excluding senior staff positions outlined in the agreement.
2. The **proposed EA** means the *University of South Australia Enterprise Agreement 2019* which proposes terms and conditions to apply to academic, professional, security and grounds staff, excluding senior staff positions outlined in the Agreement.
3. The proposed EA has been restructured to reflect the employment lifecycle.
4. The following terms in the current EA have been updated in the proposed EA which are textual changes made throughout the agreement:
  - a) **Director: Human Resources** has been updated to reflect a change in position title to **Executive Director: People, Talent and Culture**;
  - b) **Shall** has been replaced with the term **will**;
  - c) **He/She** has been replaced with **they**;
5. Where referenced, **Awards** mean both the *Higher Education Industry – Academic Staff – Award 2010*, and the *Higher Education Industry – General Staff – Award 2010*. Where only one of these Awards is relevant, they are referenced as the Academic Award. or General Award.

CURRENT 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 & Persons Bound	2	1	Specifies the parties bound by the EA – UniSA, the CPSU, NTEU, and all academic, professional, security and grounds staff, other than the Vice-Chancellor and other listed senior staff.	United Voice has been deleted as it is not a party to the proposed EA.  The Awards apply to employers in the higher education industry and academic/professional staff in the classifications listed in the Awards.	The Awards apply to employers in the higher education industry and academic/professional staff in the classifications listed in the Awards.
Operation of Agreement	3	2	Provides that the agreement nominally expires on 30 June 2021.	Current agreement operated for 4 years and nominally expired on 9 June 2018.	The <i>Fair Work Act 2009</i> requires a nominal expiry date.
Agreements and Awards	6	3	Provides that the agreement displaces any other agreement or modern award that would otherwise apply.	New provision added to make it clear that where a benefit or entitlement under the proposed EA is less beneficial than the NES, then the University undertakes that the NES prevails to the extent of any inconsistency.	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 <i>Fair Work Act 2009</i> .
Renegotiation of Agreement	7	4	Provides that negotiations for a new agreement will commence 3 months prior to the nominal expiry date.	No change.	No equivalent clause in the Awards or NES.



CURRENT 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	8	5	Provides for definitions of terms referenced in the agreement.	No change.	The Awards provide for definitions of terms used in Awards.
University Policies, Procedures, and Guidelines	9	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.	Change to clarify that the requirement to consult arises only where there are significant changes to policies that pertain to employment.	No equivalent clause in the Awards or NES.
Industrial Relations	10	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.	No change.	No equivalent clause in the Awards or NES.
Consultation with Staff	12	52	Provides for a definition of consultation with staff.	No change.	No equivalent clause in the Awards or NES.
Consultation with Unions	13	53	Provides for a definition of consultation with unions.	No change.	No equivalent clause in the Awards.
Gender & Equity	14	18	Provides for commitment to employment practices that prevent and eliminate discrimination.	Clause moved to a sub-clause under new clause 18 "Employment Practices". No change.	No equivalent clause in the Awards or NES.
Workplace Bullying	15	18	Provides for a definition of workplace bullying and that procedures have been developed to deal with bullying complaints.	Clause moved to a sub-clause under new clause 18 "Employment Practices". No change.	No equivalent clause in the Awards or NES.
Personnel Records	16	18	Provides that the University will keep personal files for each staff member and for access by a staff member to their file.	Clause moved to a sub-clause under new clause 18 "Employment Practices". No substantive change.	No equivalent clause in the Awards or NES.



CURRENT CLAUSE TITLE	CURRENT EA CLAUSE NO.	PROPOSED EA CLAUSE NO.	SUMMARY OF PROPOSED EA	CHANGE FROM CURRENT EA	KEY CHANGES COMPARED TO AWARDS & NES
Transfer	17	18	Provides for circumstances in which staff may be transferred due to differences amongst staff that affect work performance, wellbeing or efficiency.	Clause moved to a sub-clause under new clause 18 "Employment Practices". Deletion of the word "irreconcilable" before "differences". Also, and that the University will transfer following reasonable attempts at "resolution", instead of "reconciliation".	No equivalent clause in the Awards or NES.
Journey Insurance	18	20	Provides that the University will maintain its journey insurance for the period of the agreement.	Minor change to clarify that the insurance policy applies for death, disablement or loss of income.	No equivalent clause in the Awards or NES.
Intellectual Freedom	19	22	Deals with matters regarding intellectual freedom for academic and professional staff.	No change.	No equivalent clause in the Awards or NES.
Intellectual Property	20	23	Provides that the University acknowledges the concepts of intellectual property and moral rights in accordance with its policy.	Minor grammatical changes and updated the reference to the relevant University policy covering intellectual property.	No equivalent clause in the Awards or NES.
Privacy	21	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.
Managing Change in the Workplace	22	55	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 have significant effects on staff.	Clause is now titled Major Workplace Change". Changes to clarify the process for consultation and what kind of changes trigger consultation, whilst retaining the same steps at which feedback is sought and considered.	The Award clauses are triggered where there is a "definite decision to make major changes". The proposed EA clause provides for a process which exceed model consultative terms required in the <i>Fair Work Act</i> .
Recruitment	23	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.



CURRENT CLAUSE TITLE	CURRENT EA CLAUSE NO.	PROPOSED EA CLAUSE NO.	SUMMARY OF PROPOSED EA	CHANGE FROM CURRENT EA	KEY CHANGES COMPARED TO AWARDS & NES
Indigenous Employment Strategy	24	16	Sets out the University's commitment to reconciliation and strategies consistent with the Aboriginal and Torres Strait Islander Employment Action Plan.	Change to update the title of the strategy to an action plan, the number of FTE based on total staff population, and the date at which the percentage of total staff population is assessed e.g. 1 March 2019.	No equivalent clause in the Awards or NES.
Recognition of Prior Employment	25	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.
Requirement to State Terms of Engagement	27	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	28	9	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>Changes clarifying where support persons can be employed under the research category.</p> <p>New requirement that a Teaching Academic contract is to be no less than 0.4 FTE and no more than 5 years (compared to 3 years).</p> <p>New clause providing for conversion of Teaching Academics to continuing employment.</p> <p>Teaching Academic staff will be eligible for severance pay (4-8 weeks based on years of service with the University) for all service that accrues from the commencement date of the proposed EA.</p> <p>Teaching Academic staff will have a right to further employment (e.g. fixed term contract) based on criteria.</p> <p>New employment category allowing fixed-term employment for roles requiring recent practical or commercial experience or a current practicing professional e.g. practitioners in practice.</p> <p>New employment category allowing fixed-term employment for students.</p> <p>Provides for a review of employment by the University of all fixed term staff after 10 years' service to consider whether to transition to continuing employment or not based on criteria.</p> <p>Provides for enhanced severance pay for fixed-term staff after 10 years' service if those staff are not transitioned to continuing employment and their employment ceases at the conclusion of their fixed term contract.</p>	<p>No category in the Awards for Graduate or Traineeship, Teaching Academics, HEO10 or above, any other circumstance mutually agreed with the union.</p> <p>No conversion process for Teaching Academics.</p> <p>Less beneficial severance payments for staff with 10 years' service or more.</p> <p>No review to consider transition to continuing employment.</p>

CURRENT CLAUSE TITLE	CURRENT EA CLAUSE NO.	PROPOSED EA CLAUSE NO.	SUMMARY OF PROPOSED EA	CHANGE FROM CURRENT EA	KEY CHANGES COMPARED TO AWARDS & NES
Salaries	29	27	Provides that salaries are provided in the schedules and for salary increases.	Changes to reflect the salary increases to be progressed under the proposed EA and deletion of reference to a transitional provision for document services and grounds staff that is no longer relevant.	See sections covering: <ul style="list-style-type: none"> <li>Academic Staff Salaries;</li> <li>Professional, Security and Grounds Salaries; and</li> <li>Casual Academic Staff Conditions,</li> </ul> for an assessment of the salaries payable under the proposed EA in comparison to the Awards and NES.
Incremental Progression	30	28	Provides for circumstances in which progression to the next highest increment in a classification occurs, subject to some exceptions.	No change	The Awards provide for more limited circumstances in which progression in a classification occurs.
Superannuation	31	29	Provides that the University maintain access to current superannuation schemes and contribution rates for staff for the duration of the current EA. Also provides that changes to the University's Deed of Covenant with UniSuper must be agreed with the unions.	Change to reflect that from 30 June 2021, all continuing and fixed term staff currently not eligible for the 17% employer contribution, will receive 17% from that date. Casual staff will continue to receive the superannuation guarantee SG (currently 9.5%) which is scheduled to increase to 10% from 1 July 2021 and up to 12% by July 2025 in accordance with the SG legislation.	Casual staff will continue to receive the superannuation guarantee SG (currently 9.5%) which is scheduled to increase to 10% from 1 July 2021 and up to 12% by July 2025 in accordance with the SG legislation.
Salary Sacrifice	32	30	Provides that staff may choose to salary sacrifice in accordance with University guidelines.	No change.	No equivalent clause in the Awards or NES.
Allowances	33	31	Provides for meal, motor vehicle, first aid, and Aboriginal and Torres Strait Islander Language allowances.	Deletion of reference that travel expenses will be paid in accordance with University Travel Guidelines – considered to be an unnecessary clause.  Increase to quantum of allowances to reflect the current rates in 2019.	No equivalent allowances in the Academic Award  No Aboriginal and Torres Strait Islander language allowance in the General Award.  The current and proposed EA provide for allowances that are more beneficial than the General Award.  The General Award also provides for allowances that do not apply to the work undertaken by staff.
Recovery of Money Owed by Staff	34	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.

CURRENT CLAUSE TITLE	CURRENT EA CLAUSE NO.	PROPOSED EA CLAUSE NO.	SUMMARY OF PROPOSED EA	CHANGE FROM CURRENT EA	KEY CHANGES COMPARED TO AWARDS & NES
Public Holidays	35	48	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.	<p>Same as current EA except clarification added to advise that public holidays on full pay do not apply to casual staff (as they receive a 25% loading to compensate).</p> <p>Casual staff will still continue to be paid the public holiday penalty rate that applies if they are required (and agree) to work on a public holiday.</p>	The Awards provide that the entitlement to public holidays is in accordance with the NES.
Flexible Work Arrangements	36	25	Provides that staff may apply to their supervisor in writing to participate in a flexible work arrangement option as detailed in University procedures.	No change.	No equivalent clause in the Awards. NES provides a process to request and approve a flexible work arrangement. The proposed EA and University procedures meet or exceed the NES.
Individual Flexibility Arrangements	37	26	Provides for the circumstances in which individual flexibility arrangements may be made.	No change.	Equivalent clause in the Awards. The proposed EA meets or exceeds the Award clauses.
Staff Development and Performance	38	49	Provides commitments, requirements and conditions associated with staff development and performance.	No change.	No equivalent clause in the Awards or NES.
Whyalla and Mount Gambier	39	50	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.
Recreation Leave	40	39	Provides for entitlement to and taking of recreational leave, managing excess recreation leave, and recreation leave loading.	<p>New requirement to provide 4 weeks free of teaching for academics to take as recreation leave.</p> <p>Provides that staff will be notified when they reach an accrual equal to or in excess of 30 days, and the process by which they must submit an application and agree with their supervisor to reduce their leave to a balance of 20 days or less.</p> <p>Where agreement is not able to be reached or an application is not submitted, the University may direct staff to take leave or in the absence of a direction, deem staff to be on leave from the first University working day on the following calendar year, until their leave balance is reduced to 20 working days.</p>	<p>The Awards and NES provides for equivalent entitlement of 4 weeks recreation leave and 17.5% leave loading.</p> <p>The Awards provide a higher threshold of 40 days at which time a direction to take leave can occur.</p>





CURRENT 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 (LSL)	41	40	Provides for entitlement to and taking of long service leave.	Change of calculation of entitlement from calendar days to working days. No change to substantive entitlement.	<p>No award entitlement for professional staff.</p> <p>Academic staff entitlement for 16th year of service and above are drawn from a pre-reform award called the <i>South Australian Post Compulsory and Higher Education Academic Staff (Conditions of Employment) Award 1989</i>.</p> <p>LSL entitlements under current and proposed EA exceeds the NES requirement and SA State law that deals with LSL e.g. <i>Long Service Leave Act 1987</i>.</p>
Personal Leave	42	41	Provides for entitlement of 12 working days' per year to personal leave.	No change.	No equivalent clause in the Awards. NES entitlement is less beneficial (10 days per annum).
Family Responsibility Leave	43	42	Provides for entitlement to 9 working days' family responsibility leave for carer responsibilities and compassionate/ bereavement leave.	Minor change to remove requirement that the staff member normally be responsible for the care or support of the person concerned.	<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 3 days per occasion vs 2 days per occasion under the proposed EA.</p> <p>2 days per annum for compassionate leave is the NES requirement.</p> <p>However, the Awards do not provide for 9 days family responsibility leave as an entitlement.</p> <p>Therefore, the proposed EA is more beneficial overall than the Awards.</p>
Carer's Leave	44	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.	Equivalent clause in the Awards refers to the NES entitlement. NES entitlement is equal to the proposed EA entitlement.

CURRENT 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	45	44	Provides for paid and unpaid parental leave in a variety of circumstances.	Improvement to allow couples who are both staff members to share paid maternity leave.  Paid and unpaid leave entitlements have been consolidated and modern and consistent terminology has been introduced to describe the entitlements. No change in entitlement.	No equivalent clause in the Awards.  NES entitlement does not provide any paid leave entitlements and is less beneficial (access to unpaid leave only). NES requires that staff must serve a minimum employment period of 12 months to access leave, whereas the proposed EA allows leave to be accessed without any minimum period being served.
Special Leave	46	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.	Improvement to provide paid domestic violence leave to casuals.	No entitlement under the Awards or NES to leave for moving house, urgent pressing need, participation in sporting events, blood donation.
Cultural Leave	47	46	Provides for access to recreation or long service leave for cultural leave purposes, as well as up to 10 days paid leave per year for cultural reasons.	Increase from 3 to 10 days' paid leave for staff who are formally identified with the University as being Aboriginal or Torres Strait Islander and sets out requirements for applications for paid leave.	No equivalent clause in the Awards or NES.
Domestic Violence Leave	48	47	Provides that staff experiencing domestic violence may access paid family responsibility, personal, carer's recreation, long service leave, or may apply for special leave with or without pay. No limit to the amount of leave that may be approved.	Change to clarify that casual staff may apply for special leave with or without pay for domestic violence reasons.	The Awards and NES provide for up to 5 days' unpaid leave to deal with family or domestic violence.  The Awards and NES have a cap of 5 days, whereas the proposed EA entitlement is not capped.
Dispute Resolution Procedures	49	57	Provides for the process by which disputes arising under the agreement or the NES will be handled.	Removal of disputes being brought in relation to staff grievances (e.g. personal grievances), with those grievances being dealt with under a separate clause (56).  The timeline to meet under Stage 2 of the process has increased from 5 to 10 working days.	The Awards provide for a clause to deal with disputes under the award or the NES.
Disciplinary Procedures	50	58	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.	Change to clarify that the misconduct clause applies to staff on probation. The reference to the Vice Chancellor's nominee has been removed and is now contained in the definitions clause (5).	No equivalent clause in the Awards or NES.

CURRENT 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 Action for Unacceptable Performance	51	59	Provides for the process by which potential unacceptable performance will be handled.	New ability to seek review by an independent reviewer for all disciplinary action decisions.	No equivalent clause in the Awards or NES.
Misconduct/ Serious Misconduct	52	60	Provides for the process by which potential misconduct/serious misconduct (including research misconduct) will be handled.	<p>Investigation by a Disciplinary Review Committee has been removed, with new ability to seek review by an independent reviewer for all disciplinary action decisions.</p> <p>Inclusion of provision to enable matters to be dealt with under the Code for the Responsible Conduct of Research.</p> <p>Additions to the definition of serious misconduct to include continuing or repeated instances of misconduct and research misconduct. Additions to range of disciplinary action that may be taken to include assignment to another position or location and extension of probationary period.</p> <p>Inclusion of a provision to enable suspension for duty at any stage of a process conducted under the clause.</p> <p>Currently, suspension from duty is only at the time allegations are made to a staff member under the clause.</p>	No equivalent clause in the Awards or NES.
Redundancy	53	62	Provides for the process by which potential redundancy will be handled, including compulsory and voluntary redundancy.	Changes to include the words 'mitigate the need for' compulsory redundancy in clause 62.6 compulsory and voluntary redundancy.	No equivalent clause in the Awards or NES dealing with the process by which redundancies will be handled.
Redeployment	54	64	Provides for the process by which a continuing staff member can apply for redeployment and have that determined, where their position is declared redundant and they have not placed into another continuing position.	No change.	No equivalent clause in the Awards or NES dealing with the process by which redeployment will be handled.
Termination of Employment	55	68	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 entitlement are due following termination of employment.	Improvement by requiring entitlements due on termination to be paid within 7 days of termination of employment.	Equivalent to the entitlement to notice under the NES, and equivalent to the Awards provision dealing with payment within 7 days on termination of employment.



CURRENT CLAUSE TITLE	CURRENT EA CLAUSE NO.	PROPOSED EA CLAUSE NO.	SUMMARY OF PROPOSED EA	CHANGE FROM CURRENT EA	KEY CHANGES COMPARED TO AWARDS & NES
Failure to Attend for Duties	56	60	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.
Medical Examination	57	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.
Termination on the Grounds of Ill Health	58	68	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.
Probation (Academic)	59	13	Provides for probation for academic staff up to 3 years and the process to be followed to review a staff member's probation.	Minor grammatical amendments to clarify that the misconduct/serious misconduct provisions apply to staff during probation period. Current clause with changes now consolidated into one clause along with professional staff.	The Awards provides that staff can serve a reasonable probationary period.  No equivalent NES entitlement.
Casual Employment (Academic)	60	9	Provides for conditions regarding the employment of casual academic staff, including a casual loading and a 25% cap on casual employment (excluding UniSA Online).	Casual staff engaged in undertaking activities as a direct consequence of UniSA Online are excluded from the 25% casual cap.  Inclusion to provide that casual academics must be engaged and paid for a minimum of 2 hours where they are required to attend work on campus or other University premises.  Current clause with changes now consolidated into one clause along with professional staff.	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 of 2 hours for academic staff.  No equivalent NES entitlement.
Level A Academic Conditions of Appointment	61	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.

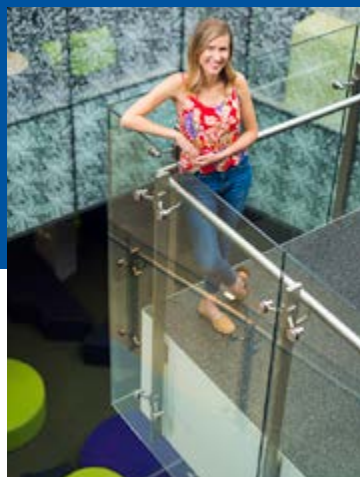
CURRENT CLAUSE TITLE	CURRENT EA CLAUSE NO.	PROPOSED EA CLAUSE NO.	SUMMARY OF PROPOSED EA	CHANGE FROM CURRENT EA	KEY CHANGES COMPARED TO AWARDS & NES
Casual Academic Staff Salary Rates	62	33	Provides for formulas to calculate the minimum salaries payable to casual academic staff.	No change.	The Academic 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.
Higher Duties Allowance – Academic Staff	63	31	Provides for a higher duties allowance for academic staff requiring to act as course or program coordinator, PVC, Head of School, of Research Centre and Institute Director.	<p>Minor change to clarify that the allowance is payable where staff act in positions with equivalent level of responsibility to the listed positions.</p> <p>Current clause with changes now consolidated into one clause along with all other allowances in the proposed EA.</p>	No equivalent clause in the Academic Award or NES.
Workload – Academic	64	35	Provides the process by which workload for continuing and fixed term staff will be allocated and mechanisms to review workload.	<p>The time allocation nexus to casual staff in Schedule 4 of the current EA has been removed and will no longer determine time allocations for continuing and fixed term academic staff.</p> <p>The <a href="#">Academic Workload Guidelines</a> have been expanded to include time allocation activities dependent on the experience of the academic staff member concerned e.g. less than 1-year University teaching experience; early career academic (less 3 years) or experienced academic.</p>	No equivalent clause in the Academic Award or NES.
Professional Development Programs – Academic Staff	65	51	Provides for opportunities that are available for academic staff to participate in professional development programs.	No change. Current clause now consolidated into one clause along with professional staff.	No equivalent clause in the Academic Award or NES.
Resignation (Academic)	66	66	Provides for the process by which academic staff resign from employment, including the required notice period.	<p>Change to provide that academic staff must give three months' notice of resignation (rather than at least three months' notice).</p> <p>Current clause with changes now consolidated into one clause along with professional staff.</p>	The Academic Award provides that employees must give up to 4 weeks' notice, depending on length of service. No equivalent requirement in the NES.
Voluntary Redundancy Benefits – Academic Staff	67	63	Provides for the redundancy benefits that are payable where the employment of academic staff ends due to voluntary redundancy.	<p>No change.</p> <p>Current clause now consolidated into one clause along with professional staff.</p>	<p>Redundancy pay under the NES is up to 12 weeks.</p> <p>Redundancy pay under the Academic Award provides up to 78 weeks.</p> <p>The proposed EA is substantially more beneficial and provides up to 91 weeks.</p>

CURRENT CLAUSE TITLE	CURRENT EA CLAUSE NO.	PROPOSED EA CLAUSE NO.	SUMMARY OF PROPOSED EA	CHANGE FROM CURRENT EA	KEY CHANGES COMPARED TO AWARDS & NES
Compulsory Redundancy Benefits – Academic Staff	68	65	Provides for the redundancy benefits that are payable where the employment of academic staff ends due to compulsory redundancy.	<p>Change from an age-based redundancy scale to service-based, as age scale considered to be discriminatory.</p> <p>No reduction in entitlements for current staff employed at the commencement date of the proposed EA. This means current staff will continue to receive an entitlement under clause 68 of the current EA, if the clause 68 entitlement is more beneficial than the new service-based scale.</p> <p>New staff who start employment after the commencement date of the proposed EA, will be entitled to the service based compulsory redundancy benefit scale in clause 68 only.</p>	Redundancy pay under the NES and Academic Award provides up to 12 weeks. The proposed EA is substantially more beneficial and provides up to 60 weeks.
Probation (Professional, Security & Grounds Staff)	69	13	Provides for probation for professional staff and the process to be followed to review a staff member's probation.	Minor grammatical amendments to clarify that the misconduct/serious misconduct provisions apply to staff during probation period. Current clause with changes now consolidated into one clause along with academic staff.	The General Award provides that staff can serve a reasonable probationary period.
Traineeship and Youth Employment (Professional, Security & Grounds Staff)	70	11	Provides for employment of trainees and staff less than 19 years of age, as well as relevant salaries.	To change the reference to trainee terms and conditions of employment to the General Award (previously Miscellaneous Award but this award has been varied and no longer applies to trainee conditions in the Higher Education sector).	The General Award provides for rates of pay for trainees and youth employment, with current and proposed EA clauses being more beneficial.
Casual Employment (Professional, Security & Grounds Staff)	71	9	Provides that casual employment is appointment by the hour and paid by the hour, with a 25% loading to compensate for Award and Agreement based entitlements for which a casual is not eligible.	<p>Inclusion to provide that casual professional staff must be engaged and paid for a minimum of 3 hours where they are required to attend work on campus or other University premises.</p> <p>Current clause with changes now consolidated into one clause along with professional staff.</p>	The General Award provides for equivalent clause.
Casual Staff Conversion (Professional, Security & Grounds Staff)	72	10	Provides for the process by which casual staff members may apply to be converted to non-casual employment, and that applications may be refused only on reasonable grounds.	No change.	The General Award includes a casual conversion clause, which is in similar terms to the clause in the proposed EA.
Allowances (Professional, Security & Grounds Staff)	73	31	Provides for a higher duties allowance and on-call allowance.	<p>Only substantive change is increasing the value of the on-call allowance.</p> <p>Current clause with changes now consolidated into one clause along with academic staff.</p>	<p>The General Award also includes a higher duties allowance, which is less beneficial as it is only triggered after acting up for 2 weeks and is limited to HEO7.</p> <p>No on-call allowance in the General Award or NES.</p>



CURRENT CLAUSE TITLE	CURRENT EA CLAUSE NO.	PROPOSED EA CLAUSE NO.	SUMMARY OF PROPOSED EA	CHANGE FROM CURRENT EA	KEY CHANGES COMPARED TO AWARDS & NES
Staff Classification (Professional, Security & Grounds Staff)	74	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, other than change to the schedule reference.	The General Award provides for classification descriptors that are substantively the same. No ability to seek review of classification in the General Award or NES.
Hours of Work (Professional, Security & Grounds Staff)	75	37	<p>Provides for the ordinary hours of work for professional staff, security and grounds staff, shift work in the library, accumulated time off for working a 37.5 hour working week, meal breaks, as well as provision for flexible working hours.</p> <p>Flexible working hours allow a staff member to work outside the usual spread of ordinary hours where it is necessary to meet the University's operational requirements and it is agreed, or where it is requested by the staff member to accommodate a flexible working request.</p> <p>A flexibility loading is paid where staff agree in writing to work flexible ordinary hours to meet the operational requirements of the University.</p>	<p>Minor change from "good and sufficient" to "appropriate and substantive" in relation to the reason why a staff member may not be able to change working hours.</p> <p>A new provision enabling flexible ordinary hours is a new clause.</p> <p>Where staff agree to work flexible ordinary hours to meet University operational requirements, a flexibility loading is paid for every hour worked outside of the traditional 7.00am-7.00pm span of hours Monday to Friday on the following basis:</p> <p>15% - Monday to Friday; 50% - Saturdays; 100% - Sundays and 150% - Public Holidays.</p> <p>The loading is in addition to the ordinary hourly rate. For example, 115% applies for each hour worked Monday to Friday; 150% on Saturdays; 200% on Sundays and 250% on Public Holidays.</p> <p>Shift work for document services staff is deleted (no longer necessary).</p> <p>The 'changes to rosters or hours of work' sub-clause 75.7 in the current EA, has been moved to a standalone clause (54) in the proposed EA.</p>	<p>The General Award provides that the span for professional staff is 8am-6pm, for security staff it is 6am-6pm (Mon-Sun).</p> <p>The proposed EA provides for a 7am-7pm span for professional staff (Mon-Fri), 7am-11pm for security and grounds staff (Mon-Fri).</p> <p>The NES provides that ordinary hours of work are 38 hours. The proposed EA provides for a 36.75 ordinary hour working week.</p>
Overtime (Professional, Security & Grounds Staff)	76	38	Provides for the circumstances in which overtime will be paid, the rates at which it will be paid, for time off in lieu, rest periods after overtime, what happens when a staff member is recalled to duty, and how overtime applies to part-time staff.	<p>Time off in lieu of overtime has changed to now accrue at the overtime rate applicable to the overtime when worked. For example, 1 hour of overtime worked where the overtime rate is time and a half means the corresponding time off is 1.5 hours.</p> <p>No other substantive changes.</p>	<p>The General Award provides for overtime rates that are the same as the proposed EA, except that the proposed EA also provides that staff required to work on a Saturday/Sunday must be paid for at least 3 hours, whilst on public holidays the minimum is 4 hours.</p> <p>Overtime in the General Award is payable after 38 hours, whilst under the proposed EA it is paid if staff work in excess of 7.5 hours per day or 37.5 hours per work.</p>

CURRENT 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)	77	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.	No change.	No equivalent clause in the General Award or NES.
Security Licence (Security Staff)	78	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 General Award or NES.
Professional Development Programs (Professional, Security & Grounds Staff)	79	51	Provides for opportunities that are available for professional staff to participate in professional development programs.	No change. Current clause now consolidated into one clause along with academic staff.	No equivalent clause in the General Award or NES.
Resignation (Professional, Security & Grounds Staff)	80	69	Provides for the process by which professional staff resign from employment, including the required notice period.	No change. Current clause now consolidated into one clause along with academic staff.	<p>The General Award provides that employees must give up to 4 weeks' notice, depending on length of service.</p> <p>The proposed EA provides that HEO6 and below must give 2 weeks' notice, while HEO7 and above must give 4 weeks'.</p>
Voluntary Redundancy Benefits (Professional, Security & Grounds Staff)	81	63	Provides for the redundancy benefits that are payable where the employment of professional staff ends due to voluntary redundancy.	No change. Current clause now consolidated into one clause along with academic staff.	<p>Redundancy pay is in accordance with the NES, which is up to 12 weeks.</p> <p>The proposed EA is substantially more beneficial (up to 88 weeks for professional staff, and either 83 or 88 weeks for security and grounds staff depending when they were employed).</p>
Compulsory Redundancy Benefits (Professional, Security & Grounds Staff)	82	65	Provides for the redundancy benefits that are payable where the employment of professional staff ends due to compulsory redundancy.	No change. Current clause now consolidated into one clause along with academic staff.	<p>Redundancy pay is in accordance with the NES, which is up to 12 weeks.</p> <p>The proposed EA is substantially more beneficial (up to 78 weeks).</p>
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>Current academic salary rates (as at 15 May 2019) are on average, 48% higher than the Academic Award.</p> <p>The average is based on the total of the percentage difference in salaries at each incremental step in the classifications of Level A to E inclusive.</p>



CURRENT CLAUSE TITLE	CURRENT EA CLAUSE NO.	PROPOSED EA CLAUSE NO.	SUMMARY OF PROPOSED EA	CHANGE FROM CURRENT EA	KEY CHANGES COMPARED TO AWARDS & NES
Professional, Document Services 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>Current professional, security and grounds staff salary rates (as at 15 May 2019) are on average, 38% higher than the General Award.</p> <p>The average is based on the total of the percentage difference in salaries at each incremental step in the classifications of HEO 1 to HEO 10 inclusive.</p>
Security Staff Salary Scales	Schedule 3	Schedule 2	Provided for salaries for security staff.	These salaries have been moved to Schedule 2. Only substantive change is an increase to salaries.	See Schedule 2 of proposed EA above.
Casual Academic Staff Conditions	Schedule 4	Schedule 3	Provides for conditions for casual academic staff, including rates of pay for various academic activities.	Increase to salaries.	<p>The Academic Award provides a similar classification scale for the various activities to that in the proposed EA.</p> <p>Current casual rates of pay for the various academic activities under the proposed EA (as at 15 May 2019) are on average, 42% higher than the Academic Award.</p> <p>The average is based on the total of the percentage difference in rates of pay for the various activities under lecturing, tutoring, other academic activity, undergraduate clinical nurse education and studio teaching.</p>
Minimum Standards for Academic Levels	Schedule 6	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 7	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". No substantive difference between the two.





# NEW CLAUSES ADDED TO THE PROPOSED EA

CLAUSE TITLE	CURRENT EA CLAUSE NO.	PROPOSED EA CLAUSE NO.	SUMMARY OF PROPOSED EA	CHANGE FROM CURRENT EA	KEY CHANGES COMPARED TO AWARDS & NES
Changes to Regular Rosters or Hours of Work	75.7	52	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.	Only change is to clarify that the clause also applies to academic staff.	The Awards provide for equivalent clause.
Staff Grievances	N/A	56	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.	New clause. Grievances previously dealt with under dispute resolution procedure.	No equivalent clause in the Awards or NES.
Independent Review of Decision	N/A	61	<p>A new 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 59 (unacceptable performance) and 60 (misconduct/serious misconduct).</p> <p>A review is to be conducted by an Independent Reviewer agreed to between the University and unions. The Independent Reviewer is to carry out their role in accordance with a process and time-line outlined in the clause, which includes considering the submissions of the University and staff member and allowing for the staff member to be heard in person upon request.</p> <p>The Independent Reviewer is to report their findings to the Vice Chancellor (or delegate) based on the facts on whether the procedures in the agreement have been followed and whether the decision of the Vice Chancellor (or delegate) was reasonable.</p> <p>The Vice Chancellor (or delegate) having considered the Independent Reviewer's report may confirm the original decision, or may reconsider and determine what, if any, different disciplinary action should be taken.</p>	Investigation by a Disciplinary Review Committee has been removed, with new ability to seek review by an independent reviewer for all disciplinary action decisions.	No equivalent clause in the Awards or NES.



# CLAUSES DELETED FROM CURRENT EA IN PROPOSED EA

CURRENT CLAUSE TITLE	CURRENT EA CLAUSE NO.	PROPOSED EA CLAUSE NO.	SUMMARY OF PROPOSED EA	CHANGE FROM CURRENT EA	KEY CHANGES COMPARED TO AWARDS & NES
Aim of Agreement	1	N/A	N/A	Clause deleted. Provided for aspirational aims of the enterprise agreement.	No equivalent clause in the Awards or NES.
Availability of Agreement	4	N/A	N/A	Clause deleted. No longer relevant as agreement is available to all staff online.	No equivalent clause in the Awards or NES.
No Further Claims	5	N/A	N/A	Clause deleted. Not required. Provided for no further claims in relation to matters covered by the agreement being made during life of the agreement.	No equivalent clause in the Awards or NES.
Procedural Fairness	11	N/A	N/A	Clause deleted. Reference to procedural fairness included in proposed EA clause 61 (Independent Review of Decision).	No equivalent clause in the Awards or NES.
Types of Employment	26	N/A	N/A	Clause deleted. All definitions in current EA clause 26 now in proposed EA clause 5 (Definitions).	The Awards provide for definitions of continuing, fixed-term, and casual employment.
UniSA Aviation Academy		N/A	N/A	Schedule deleted. UniSA no longer employs pilots.	No equivalent clause in the Academic Award or the NES.





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UniSA respects the Kaurna, Boandik and Barngarla peoples' spiritual relationship with their country.