



THE UNIVERSITY
of ADELAIDE

Enterprise Agreement 2023: Staff Guide







A new Enterprise Agreement

Your guide to the University of Adelaide's proposed Enterprise Agreement

The University and the Unions (NTEU and CPSU) have reached an in-principle agreement about the content of a new University of Adelaide Enterprise Agreement 2023 - 2025 (proposed Agreement) to replace the current agreement which nominally expired on 30 June 2021.

The University has negotiated openly and extensively with both Unions in a collaborative and constructive way and the proposed Agreement represents a balance of mutually beneficial outcomes for our staff and the University.

The proposed Agreement will now proceed to a formal staff vote. This guide contains details about how to vote and the next steps.

You are encouraged to read this guide as well as the proposed Agreement to find out what the proposed Agreements means for you. More information and the full text of the proposed Agreement is available on the University's website [here](#).

If you have any questions, please email the University's enterprise bargaining team at eaquestions@adelaide.edu.au.

Your next steps

1. Getting the Information to make your decision

- Read this guide and the proposed Agreement.
- Access a full copy of the proposed Agreement [here](#).
- Attend an information session about the proposed Agreement (details below).
- Visit the University Enterprise Bargaining [website](#) for further information and frequently asked questions.
- Email the University bargaining team at eaquestions@adelaide.edu.au if you have any questions.



2. Think about your vote: access period

- The access period is seven (7) clear calendar days during which you have the opportunity to review information about the proposed Agreement before voting opens.
- The access period will commence on Friday 26 May 2023 and conclude on Thursday 1 June 2023.
- The access period is a legal requirement of the Fair Work Act 2009 (Cth).
- Staff on scheduled leave for more than two (2) days during the access period will receive an email from the University to their personal email address with the required information (should we have the details on record).



3. Cast your vote

- Voting for the proposed Agreement will open at 9am on Friday 2 June 2023 and close at midnight on Tuesday 6 June 2023.
- Voting will take place through a secure website.
- Staff will be emailed voting instructions on Thursday 1 June 2023.
- Visit the University's Enterprise Bargaining [webpage](#) for FAQs about the voting process.



4. Fair Work Commission Approval

- The outcome of the vote will be announced as soon as practicable.
- If the majority of voters who cast a valid vote support the agreement by voting 'yes', then the proposed Agreement will be approved.
- The University will then make an application to the Fair Work Commission for formal approval of the new Agreement.
- The new Agreement will commence seven (7) days after approval by the Fair Work Commission.

Information Sessions – register for the online session [here](#)

Roseworthy Campus:	11.00am -11.45am	Tuesday 30 May	Veterinary Science G02
North Terrace Campus	10.30am -11.15am	Wednesday 31 May	Barr Smith South 2032
Online	3.00pm – 3.45pm	Wednesday 31 May	
Waite Campus	2.00pm – 2.45pm	Thursday 1 June	Charles Hawker, 130 Lecture Theatre

Voting at a glance

- The University has partnered with Vero Voting to manage the voting process. We chose Vero Voting because they offer an independent, secure and confidential process that complies with the requirements of the Fair Work Act 2009 (Cth).
- The day before voting opens, staff will be sent an email by Vero Voting containing a direct link to a secure voting webpage. The link will provide once-only access for the purpose of voting in the confidential ballot, and will be active from 9:00am on Friday 2 June 2023 until midnight Tuesday 6 June 2023. The link will contain a unique code to log on to the voting webpage.
- Once logged on to the voting webpage, staff will be asked a number of questions to determine voting eligibility. From there, staff will be asked if they wish to approve the proposed Agreement.
- Simply answer ‘yes’ if you want to approve the proposed Agreement or ‘no’ if you do not.

ELIGIBILITY TO VOTE: All staff who will be covered by the proposed Agreement, and who are employed by the University, are eligible to cast a confidential, electronic vote on the proposed Agreement.

As a result of recent decisions of the Fair Work Commission, casual staff of the University are only eligible to vote for the proposed Agreement if they have a casual contract and have performed work during the access period (that is, the period between Friday 26 May 2023 and Thursday 1 June 2023).

Pay, benefits and conditions

Salary increases

The proposed Agreement will deliver an annual salary increase in each step of each classification levels by:

- 2% from 2 July 2022 (already provided to staff members as an administrative increase)
- 4.2% from 1 July 2023
- 3.5% from 29 June 2024
- 3.5% from 28 June 2025.

This equates to a compounding increase of approximately 13.85% on pre-2 July 2022 rates over the operative life of the proposed Agreement.

The effect of these salary increases at various classification levels is shown below. Hourly rates for casual staff will increase in line with these rates.

	Current	1 July 2023	29 June 2024	28 June 2025
LEVEL A	\$97,927	\$102,040	\$105,611	\$109,307
LEVEL B	\$121,779	\$126,894	\$131,335	\$135,932
LEVEL C	\$144,368	\$150,431	\$155,696	\$161,145
LEVEL D	\$165,698	\$172,657	\$178,700	\$184,955
LEVEL E	\$193,308	\$201,427	\$208,477	\$215,774
HEO 1	\$53,513	\$55,761	\$57,713	\$59,733
HEO 2	\$58,498	\$60,955	\$63,088	\$65,296
HEO 3	\$65,704	\$68,464	\$70,860	\$73,340
HEO 4	\$72,627	\$75,677	\$78,326	\$81,067
HEO 5	\$82,603	\$86,072	\$89,085	\$92,203
HEO 5/6	\$89,525	\$93,285	\$96,550	\$99,929
HEO 6	\$89,525	\$93,285	\$96,550	\$99,929
HEO 7	\$101,987	\$106,270	\$109,989	\$113,839
HEO 8	\$114,731	\$119,550	\$123,734	\$128,065
HEO 9	\$127,192	\$132,534	\$137,173	\$141,974
HEO 10	\$139,945	\$145,823	\$150,927	\$156,209

Key changes at a glance

The University of Adelaide is offering a range of new benefits for staff including:

1. The introduction of 40 days' paid gender affirmation leave over the life of their employment, to support trans and gender diverse staff members to affirm their gender in a safe, positive and inclusive manner.
2. Higher loadings for casual professional staff who work outside the span of ordinary hours (e.g. overnight, weekends and public holidays).
3. Flexibility around staff choice of superannuation fund in line with new legislation, and the continuation of 17% superannuation contribution for all continuing and fixed-term staff.
4. A renewed commitment to increase the employment of Aboriginal and Torres Strait Islander staff.
5. Amendments to continuing research appointments, designed to give more staff in externally funded positions a pathway to continuing employment.
6. Limiting the employment of casual academic staff to 2021 levels and a clearer definition of contemporaneous marking to assist casual academic staff understand their entitlements.



Major changes in detail

The below summarises the key changes to the proposed University of Adelaide Enterprise Agreement 2023 – 2025.

Merger (Clause 1.1.4)

A new clause has been inserted to clarify that should the University amalgamate with the University of South Australia, the proposed Agreement will continue to apply on its terms to staff members of the new entity who were previously employed by the University of Adelaide (transferring staff members) and to staff members engaged to replace transferring staff members until a new enterprise agreement is negotiated.

Greater flexibility around superannuation (Clause 3.3)

In response to recent legislative changes, the proposed Agreement has been changed to allow greater flexibility for staff in choosing a superannuation fund. Under the current agreement, UniSuper is the only fund available to University staff; the clauses in the proposed Agreement allow staff to choose their superannuation fund. UniSuper will remain as the default fund for staff who do not select an alternative complying superannuation fund, or the University is not otherwise required to pay superannuation into another fund.

Introduction of gender affirmation leave (Clause 4.8.2)

The University recognises the need to support trans and gender diverse staff, and is introducing 40 days of paid leave (pro-rata for part-time staff members) over the life of their employment with the University for the purposes of affirming their gender. The leave will be available to staff who have completed a year of continuous service with the University immediately prior to taking the leave, and is available for any legal and/or medical purposes related to the affirmation process.

Paid family and domestic violence leave for all staff (Clause 4.4)

Previously, the enterprise agreement has provided for limited paid and unpaid family and domestic violence leave for staff. To reflect recent legislative changes, the proposed Agreement has been amended to give all staff (including casuals) an entitlement to 10 days' paid leave per year for any matter relating to dealing with family and domestic violence such as attending to legal matters or seeking safe housing.

For the purposes of maintaining the privacy of any staff who take this leave and in line with recent amendments to the Fair Work Regulations 2009 (Cth), family and domestic violence leave will be recorded as ordinary pay on staff members' payslips.

Changes to voluntary flexible work arrangements (Clause 4.15 and 4.16)

The sections of the proposed Agreement dealing with flexible work arrangements have been updated to reflect recent legislative changes. Compressed week arrangements are now available for all staff and leave can now be purchased in any number of weeks, not just 4-8 weeks as is the case under the current enterprise agreement.

Additionally, the proposed Agreement now includes provisions from the Fair Work Act 2009 (Cth) broadening the University's obligations in relation to discussing and responding to requests for flexible work arrangements.

Amendments to fixed-term contracts (Clause 2.3)

A number of fixed-term contract types within the proposed Agreement have been changed to make it easier for staff to convert to continuing employment in certain circumstances, and to comply with recent legislative amendments. These changes include:

1. Convertible Academic Employment Contracts (Clause 2.3.9) –

amendments have been made to the requirements for conversion and the maximum length of contract reduced to two (2) years

2. Organisational Change (Clause 2.3.10) –

amendments have been made to make this a convertible contract type where the position converts to continuing if the contract ends, performance has been satisfactory and there is an ongoing need for the position

3. Disestablished Area (Clause 2.3.11) –

a subsection of the current organisational change contract clause has been made into its own fixed-term contract category type. These contracts will be not less than one year and up to two years and are not subject to further employment.

Continuing contingent funded appointments (Clause 2.1.4)

The previous clause 2.1.4 ('Continuing Research Appointments') allowed for conversion from fixed-term to continuing employment for academic researchers in certain circumstances. This will continue to be the case, however, the clause has been amended to broaden its use to all externally funded positions whether they relate to research or not.



Casual employment (Clause 3.11.2.3 & 3.11.3.1)

For casual academic staff, a new clause has been inserted into the proposed Agreement at clause 3.11.2.3 which confirms that the University will limit casual academic employment to 2021 levels.

For casual professional staff, the loadings provided for in clause 3.11.3.1 have been increased for work outside the ordinary span of hours (e.g. overnight, on weekends and public holidays), see right:

	Current rate	New rate
Outside the 7am – 7pm ordinary span of hours from Monday to Friday inclusive	15%	15% first 3 hours 50% after 3 hours
Saturday	25%	25% first 3 hours 50% after 3 hours
Sunday	40%	50%
Public Holiday	40%	100%

Continuing commitment to A&TSI employment (Clause 7.5)

The proposed Agreement retains and expands on our commitment to increasing Aboriginal and Torres Strait Islander Employment with an employment target of 85 by 2025.

Casual academic marking (schedule 2)

New definitions have been inserted into Schedule 2 to clarify marking payments and when casual academic staff are eligible for additional payments for marking:

'Marking' means checking, reviewing and evaluating work submitted by students, assigning and recording a mark or level, and undertaking any required marking administration. All marking, with the

exception of 'contemporaneous marking', attracts a separate payment for hours worked in accordance with the relevant rates set out in this Agreement.

Contemporaneous marking attracts no additional payment. The term '*contemporaneous marking*' means any marking that is:

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

Academic freedom (Clause 2.6)

The proposed Agreement reaffirms the right of staff to academic and intellectual freedom within the agreement. As has always been the case, these rights must be exercised without engaging in bullying or harassing behaviour against others.

Detailed changes

Proposed Agreement: list of all changes

This section provides a list of all of the new and amended sections of the proposed Agreement. The clause numbers and heading names are taken from the proposed Agreement, not the existing enterprise agreement. The summary should be read together with the relevant clauses of the proposed Agreement – University of Adelaide Enterprise Agreement 2023 – 2025.

General comments

The following terms in the current enterprise agreement have been updated in the proposed Agreement:

- Director Human Resources has been updated to reflect a change in position title to Executive Director Human Resources
- Vice-Chancellor has been updated to reflect the full position title of Vice-Chancellor and President.

Clause numbers have been updated to accommodate the amendments and the title of the proposed Agreement has been updated throughout.



Clause Number	New/amended clause title	Description of change
1.1	Title and Operation of the Agreement	Nominal expiry date replaced with 30 June 2025. Timeframes for commencing negotiation for a new Agreement increased from three (3) months prior to expiry to six (6) months prior to expiry. New clause 1.1.4 confirming the status of the proposed Agreement in the event of a merger between the University of Adelaide and the University of South Australia. Definition of "University" extended to include any successor entity to the University of Adelaide.
1.2	Application of Agreement	"University" defined to mean "The University of Adelaide".
1.3	Interpretation	Updated to include additional defined terms namely miscarriage, stillbirth, "NES" (National Employment Standards), shift worker, Responsible Executive Officer, and model consultation term. "Area Manager" updated to include the Chief Operating Officer and to reflect change in position titles.
1.4	Status of the Agreement	New clause 1.4.2 confirming that where there is an inconsistency between the proposed Agreement and the National Employment Standards (NES), that the NES provision will apply if it is more beneficial.
2.1	Contract of Employment	Reference to "continuing research appointment" amended to "continuing contingent funded appointment", in line with other amendments.
2.1.4	Continuing Contingent Funded Appointments	Clause 2.1.4 "Continuing Research Appointments" renamed "Continuing Contingent Funded Appointments" and amended to extend eligibility to all externally funded positions, whether they relate to research or not. Job security measures outlined in clause 7.2 of the proposed Agreement have been excluded from applying to staff members on continuing contingent funded appointments.
2.3.2	Senior Staff Contracts	Amended to confirm senior staff are entitled to family and domestic violence leave and consultation about major change under the model consultation term of the Fair Work Act 2009 (Cth).
2.3.9	Convertible Academic Employment Contract	Amended to simplify the clause and clarify that performance cannot be used to deny conversion unless performance was not satisfactory based on evidence. The maximum length of this contract type reduced from three (3) years to two (2) to align with legislative restrictions on fixed-term contracts.
2.3.10	Organisational Change	Amended to make this a convertible contract type. Organisational change contracts convert to continuing at the expiration of the fixed-term if there is an ongoing need for the position and the staff members has performed satisfactorily. The maximum length of this contract type reduced from three (3) years to two (2) years to align with legislative restrictions on fixed-term contracts.
2.3.11	Disestablished Area	A subsection of the current organisational change contract type has been made into its own fixed-term contract category. The maximum length of this contract type reduced to two (2) years to align with legislative restrictions on fixed-term contracts.
2.3.12 & 2.3.13	Teaching Fellowships & Other Circumstances	Words "if permissible by law" added.
2.3.14	Further Employment	New clause confirming clause 2.3.14 does not apply to "Disestablished Area" contracts.
2.4	Scholarly Teaching Fellows	Amended to allow anyone who has not held a continuing academic position within the past five (5) to be offered a contract under this clause.
2.5.1.5	Termination of Employment during Probation	Amended to confirm that a staff terminated during probation will be provided a minimum of 10 working days' written notice (or notice in accordance with the NES, whichever is greater).
2.5.2.3(b)	Confirmation of Continuing Employment for Academic Staff (Tenure)	The words "or terminated" removed for clarity.
2.6.1.2	Academic Freedom	New clause confirming staff members will not be subject to disciplinary action were academic freedom is exercised in accordance with clause 2.6.

Clause Number	New/amended clause title	Description of change
3.1.1	Salary	Updated to include details of pay increases for 2023 – 2025.
3.3	Superannuation	Reference to obsolete implementation date has been removed. UniSuper listed as the default fund to the extent permitted by law. Clause amended to comply with changes in legislation. Previous clause 4.10.4 allowing staff to elect to make superannuation contributions during periods of leave without pay has been moved to clause 3.3.6 for clarity and the words "by application" inserted.
3.6.2	Overtime for Professional Staff	The previous subclause 3.6.2(b) has been split into two subclauses for clarity.
3.11.1	Casual Employment	Amended to include family and domestic violence leave and delete the obsolete reference to 9.5% superannuation for casuals. Updated title of Department of Education.
3.11.2.3	Casual Academic Staff	New set of clauses relating to casual academic employment at the University which limit casual academic employment to 2021 levels and require the University to table reports at JCC.
3.11.3.1	Casual Professional Rates of Pay	Amended to increase the allowances payable to casual staff working outside the span of ordinary hours.
3.11.3.2	Casual Professional Staff	Amended to clarify how this clause interacts with the overtime provisions at clause 3.6.
4.1.6	Annual Leave for Academic Staff	Reference to obsolete implementation date has been removed.
4.3	Compassionate Leave	Amended to extend compassionate leave to cases of stillbirth, miscarriage, or the death of a child in line with legislative changes.
4.4	Family and Domestic Violence Leave	Amended to reflect the entitlement to paid leave for all staff experiencing family and domestic violence under the NES. All staff (including casuals) who are experiencing family and domestic violence are eligible to take 10 paid days of leave per year for the purposes of dealing with family and domestic violence.
4.5.8.1	Parental Leave	Entitlement extended to staff affected by stillbirth or death of a child. Amended to reflect legislative entitlement to flexible unpaid parental leave, leave extension, and notice requirements.
4.5.10	Return to Duty	New clause 4.5.10.3 outlining the entitlement of a staff member to return to work from parental leave under the NES. Amended so that requests to return to duty part-time are made through a flexible work arrangement, rather than a separate process.
4.5.11	Transfer to an Alternative Position Because of Illness or Injury	Reference to "National Employment Standards of the Act" replaced with "NES".
4.8	Special Leave and Gender Affirmation Leave	New clause providing for gender affirmation leave.
4.10.1	Leave Without Pay	Amended to allow a delegate of the Area Manager to approve leave without pay.
4.10.4	Leave Without Pay	Clause 4.10.4 has been moved to clause 3.3.6.
4.11.5	Long Service Leave – Payment in Lieu	Amended to confirm that agreements to cash out long service leave must be in writing.
4.11.6	Long Service Leave - Prior Service	New subclause inserted at 4.11.6.1(b) confirming the entitlement of professional staff to recognition of service from certain public service roles.
4.13.2	Public Holidays	Updated to clarify when leave will be deducted on a public holiday.
4.15	Flexible Work Arrangements: Overview	Voluntary flexible work arrangements renamed flexible work arrangements. Clause updated to improve readability and reflect the University's obligations under legislation.
4.16	Flexible Work Arrangements: Opportunities	Updated to broaden flexible work arrangement opportunities. The words "eight (8) hours in any one (1) day" deleted from clause 4.16.7.3. If a staff member works a compressed week, a minimum of 73.5 hours must be worked prior to the commencement of overtime.
5.4.2.3	Professional Staff Workloads	New clause stating that professional workload allocation will be based on what can reasonably and safely be achieved and requiring supervisors to monitor overtime and make adjustments where required.
5.4.3.5	Academic Workloads	New subclause (e) inserted. Clause amended to state that academic workloads will accommodate the matters listed.
6.7.7	Redundancy	Wording amended to confirm the clause refers to redundancy payments under the proposed Agreement.
6.7.10.6	Redundancy	New clause providing redundancy entitlements for staff who have worked less than 2 years at the University and who exhaust the entirety of their transition period and extended notice period.

Clause Number	New/amended clause title	Description of change
7.2	Job Security	Wording deleted to clarify that the University will utilise clause 6.7.1 to mitigate against the impact of redundancies, rather than only using the measures “wherever possible”.
7.3	Workforce Data	Updated title of Department of Education.
7.5	Aboriginal and Torres Strait Islander Employment	Amended to include circumstances when the membership of the Aboriginal and Torres Strait Islander Employment Advisory and Monitoring Committee may be changed. Titles of committee members updated and word “ATSI” deleted.
7.5.4 & 7.5.5	Aboriginal and Torres Strait Islander Employment	Updated targets for Aboriginal and Torres Strait Islander employment to progressively increase employment to 85 Indigenous staff members over the life of the proposed Agreement. New clause confirming Unions will be consulted, as part of JCC, on the active measures the University intends to take to meet its employment targets.
7.6	Research-Only Staff Working Party	Obsolete clause deleted as the commitment fulfilled under the previous enterprise agreement.
8.2.1	Disciplinary Procedures for Misconduct and Serious Misconduct	New clause confirming the University will only take disciplinary action in accordance with clause 8.2.
8.2.4 & 8.2.11 & 8.3.12	Research Misconduct	Language amended to align with the relevant regulatory framework.
8.4	Staff Grievances	Reference to the Staff Complaint Resolution Procedure updated.
8.5	Dispute Settlement Procedures	Minor amendments to refer to the Executive Director, Human Resources.
8.5.10	Transitional Arrangements	Obsolete dates of last enterprise agreement removed and the title of the proposed Agreement updated.
Schedule 1	Academic Staff Annual Salaries	Updated to include salaries relevant to the period of the proposed Agreement, and details of salary increases throughout the life of the proposed Agreement.
Schedule 2	Casual Academic Pay and Conditions	Updated to include rates of pay relevant to the period of the proposed Agreement, and details of pay increases throughout the life of the proposed Agreement. New definition of “marking” and amended definition of “contemporaneous marking”. Entitlement to payment of “other required activity” clarified.
Schedule 3	Professional Staff Annual Salaries	Updated to include salaries relevant to the period of the proposed Agreement, and details of salary increases throughout the life of the proposed Agreement.
Schedule 4	Casual Professional Staff Rates of Pay	Updated to include rates of pay relevant to the period of the proposed Agreement, and details of pay increases throughout the life of the proposed Agreement.
Schedule 5	English Language Teachers – Salary and Conditions	New clause confirming that the non-teaching pay rate for English Language Teachers will always remain higher than the Award. Updated to include salaries relevant to the period of the proposed Agreement, and details of salary increases throughout the life of the proposed Agreement.

Further enquiries

Human Resources
The University of Adelaide SA 5005 Australia

enquiries eaquestions@adelaide.edu.au

phone +61 8 8313 1111

free-call 1800 061 459

web adelaide.edu.au

facebook facebook.com/uniofadelaide

twitter twitter.com/uniofadelaide

snapchat snapchat.com/add/uniofadelaide

instagram instagram.com/uniofadelaide

wechat UniversityOfAdelaide

weibo weibo.com/uniadelaide

Disclaimer The information in this publication is current as at the date of printing and is subject to change. You can find updated information on our website at adelaide.edu.au. The University of Adelaide assumes no responsibility for the accuracy of information provided by third parties.

CRICOS Provider No. 00123M

Australian University Provider No. PRV12105

© The University of Adelaide

May 2023. Job no. UA30787

Kurna acknowledgement

We acknowledge and pay our respects to the Kurna people, the original custodians of the Adelaide Plains and the land on which the University of Adelaide's campuses at North Terrace, Waite, and Roseworthy are built. We acknowledge the deep feelings of attachment and relationship of the Kurna people to country and we respect and value their past, present and ongoing connection to the land and cultural beliefs. The University continues to develop respectful and reciprocal relationships with all Indigenous peoples in Australia, and with other Indigenous peoples throughout the world.