

# You care about fair - why doesn't UniSuper?

UniSuper are preparing new contracts for employees and here is everything you need to know.

## Fast Facts:

- UniSuper management are introducing new employment contracts to “align” them across the fund.
- Management are presenting this as if it were 'normal' and nothing to be worried about.
- But **you should be worried**, this is a **very unusual step**.
- Management are threatening you with **not being eligible for a pay increase or promotion** within the fund ever again.
- Fixing terms in the contract means they are **unchangeable**.
- Holding terms outside of the contract means they are **subject to change without consultation** or agreement.
- Management have **not invited feedback** on the contract, nor have they invited you to negotiate your contract. However, you can negotiate. This is not a fixed matter.

## What's next?

FSU is preparing clauses for members and will **provide assistance to any member** that needs help negotiating their contract.

In most cases, your rights and entitlements were contained in a document called **conditions of employment** this document was subject to change and was enforceable by operation of your contract of employment.

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## Clause:

## Issues:

1.9 - Policy and Procedure

The contract means that you're bound at all times by the policies and procedures of UniSuper. However, you are not able to enforce them against UniSuper at all.

1.12 - Background Screening

The contract means that you're bound at all times by the policies and procedures of UniSuper. However, you are not able to enforce them against UniSuper at all.

3.5 - Authorised deductions from remuneration

UniSuper are gaining your consent to undertake background checks against you at any time. You are providing authority for UniSuper to make deductions from your pay, where they may have over paid you even if you dispute the overpayment.

5 - Leave

Held outside of the agreement where it is not enforceable and subject to change at the whim of management.

9- Media contact.

This clause may offend your rights to whistle blower protection. Further, you are agreeing that termination for this reason. Which may prevent you from pursuing an unfair dismissal claim.

11- Restraint

This clause may not even be enforceable. Nevertheless, UniSuper may use this to prevent you from working for another Super Fund regardless of the role that you performed at UniSuper and the role that you may perform at another fund.

12 - Acknowledgement

This clause attempts to make the restraint clause enforceable, regardless of what a court of tribunal may think about it.

17 - Suspension

This gives UniSuper the right to suspend you from work for any reason they think is in the best interest of the fund. For instance, if a global pandemic prevented you from working for a time, UniSuper management may suspend you without pay if they think that is the interest of the fund.

18.3 - Redundancy

This holds your redundancy rights outside of the contract, subject to change without any consultation or consideration of the effect on you.