

## USyd Enterprise Agreement bargaining chart – updated 23 June 2022

NTEU log of claims [here](#), short summary [here](#)

NTEU bargaining updates [here](#)

Key for status of claim:

- Red = strongly counterposed claims, or clear disagreement
- Orange = No agreement but some movement
- Green = agreed claim

NTEU Claim	Management claim or response	Status
<p><b>1. Application:</b></p> <p>The Agreement will govern wages and employment conditions for all staff employed by the University of Sydney.</p>	<p>Management don't want the EA to cover senior managers, thus putting no limit on what salaries senior management can award themselves.</p>	<p>No agreement</p>
<p><b>2. No Diminution of Conditions:</b></p> <p>The Agreement will not reduce current workplace conditions, rights or entitlements.</p>	<p>Management submitted an aggressive log of claims in July 2021, which (among other attacks) would reduce job security for professional staff, and remove the research fraction as a common standard for academic staff.</p>	<p>No agreement</p>
<p><b>3. Objectives:</b></p> <p>The Agreement will include the following objectives:</p> <p>a. A commitment to decent working conditions and an inclusive and healthy work environment.</p> <p>b. Bringing currently uncontrolled growth in workloads under control.</p>	<p>See above</p>	<p>No agreement</p>

NTEU Claim	Management claim or response	Status
<p>c. Lifting staffing levels and job quality to reduce the current excessive dependence on casualisation and excessive hours of work for continuing staff.</p> <p>d. Employment arrangements that provide security of tenure and ongoing development for staff.</p> <p>e. Preserving and strengthening the nexus between teaching and research as it relates to workloads.</p>		
<p><b>4. Salary increases and Expiry Date</b></p> <p>a. That the Agreement operate from the date of its approval and have a nominal expiry date of 31 December 2024.</p> <p>b. Salary rates and allowances for all NTEU members employed by the University be increased by 12% (flat) by 31 December 2024.</p>	<p>No offer from management. However management propose in their log of claims that wages could be set through “benchmarking salaries in other Go8 institutions”.</p> <p>If adopted, this proposal would result in a pay freeze at best, or potentially a wage cut of 10%, depending on which Go8 university USyd “benchmarks” against.</p>	<p>Positions on wages appear counterposed, though no detailed proposal put by management.</p>
<p><b>5. Workloads – Professional Staff</b></p> <p>a. Protections against excessive or uncompensated overtime.</p> <p>b. Ordinary span of hours for professional staff to be no more than 35 hours per week and operate during the span 8:00am to 6:00pm Monday to Friday.</p> <p>c. Performance Review processes under this EA will not include individual metrics, nor individual staff level performance in regard to any service level metrics or targets.</p> <p>d. No wall boards or other methods of publicly displaying individual staff performance will be used.</p>		<p>No agreement</p>

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<p>e. Service wide targets shall not be the subject of individualised pressure on workers.</p> <p>f. Where it is proposed a staff member will be required to perform extra or different duties due to:</p> <ul style="list-style-type: none"> <li>(i) the introduction of new tasks or functions;</li> <li>(ii) another staff member's leave;</li> <li>(iii) a position becoming vacant; or</li> <li>(iv) a position being made redundant;</li> </ul> <p>management will ensure that staff are not required to perform excessive work. To achieve this, in consultation with the affected staff members, management will identify in writing what existing duties will not be performed as a way to alleviate workload pressure from the identified additional tasks and update PP&amp;D documents to reflect changed workload expectations.</p> <p>g. Vacant positions to be advertised within 4 weeks of the incumbent's notification of resignation.</p> <p>h. Workload monitoring committees for professional staff to be established at service unit level. Membership of these committees must be drawn from the unit's staff and will include at least 50 per cent nominated by the NTEU. The committees will be empowered and required to review evidence on professional staff workloads. They will be empowered to use this evidence to require (1) necessary amendments of job descriptions whose duties cannot be performed in the time for which</p>		

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<p>staff are employed, and/or (2) appropriate ratios of staff to students/staff serviced by the unit where applicable.</p>		
<p><b>6. Workloads – Academic Staff</b></p> <p>That the Agreement provide for:</p> <p>a. Effective hours-linked caps on academic workloads.</p> <p>b. Enforceable protections against excessive work.</p> <p>c. All work required or expected to be performed by academics will be acknowledged and included within an individual’s workload allocation.</p> <p>d. Both local workload allocation policies and individual allocation of academic workloads to be based on 1,695 hours (which has been calculated by removing all holidays and concessional days from the annual hours). Allocations of hours for each part of an academic’s workload must be transparent, and must be sufficient so that each part of an academic’s workload can be completed in a professional and competent manner within the allocated time.</p> <p>e. The central Workload Monitoring Committee and the Faculty and University School workload collegiate committees will review and evaluate the workload allocation policies for work intensification and health and safety on a six-monthly basis. They will review evidence on time allocations in the policy, and require amendments of policies that demonstrably undercount work time. All decisions are to be made by the full committee, not left to the chair’s discretion.</p>	<p>Management propose to scrap the 40:40:20 workload model (teaching/ research/ admin) as the standard of academic work, to increase the amount of teaching done by academic staff. (4/8/21)</p> <p>Management propose to scrap the cap on education focused roles and allow an unlimited number of these positions, and want to make it harder for staff to convert out of these roles into 40:40:20 roles. (14/10/21)</p> <p>Management refuse to discuss the NTEU proposal for workload management committees with 50% union representation, unless the discussion includes scrapping the 40:40:20 model. (18/8/21)</p> <p>Management reject the NTEU’s proposal to establish local workload committees that can draw on evidence to democratically determine how academics’ workloads are calculated. (15/9/21)</p> <p>Management want workload to be determined solely by the Head of School, after discussion with the individual academic – abolishing any School or Faculty level oversight or discussion of academic workload. (14/10/21)</p> <p>It’s not clear how management would decide who keeps their research fraction or who loses it. Management’s rationale for the proposed change is not coherent, sometimes being</p>	<p>No agreement. NTEU is concerned that this major attack would spread across the sector if allowed at USyd.</p> <p>Without dedicated research time, academics cannot hope to get to know a continually evolving area of study well enough to guide students in their educational journey.</p> <p>Management’s plans point in the direction of overloading most academics with teaching work while maintaining a small and narrow strata of research-intensive academics.</p> <p>By contrast, our proposals go in the exact opposite direction by</p>

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<p>f. All academic workload committees (central, Faculty and University School) will be expanded to include NTEU representatives of both casual and education-focused academic staff.</p> <p>g. All academic workload committees (central, Faculty and University School) will include at least 50 per cent NTEU nominated representation.</p> <p>h. Management will ensure that all academic areas will have a new or revised workload allocation policy approved through the processes in this Agreement within 6 months of the commencement of the Agreement.</p> <p>i. Enforceable limits on casual and fixed-term employment.</p> <p>j. No erosion of the 40-40-20 (research-teaching-administration/engagement) norm. This includes:</p> <ul style="list-style-type: none"> <li>(i) The limit of 120 Education Focused Roles filled through advertisement will be retained.</li> <li>(ii) There will be clear, non-discretionary pathways for conversion to 40-40-20 for staff in teaching-focused roles.</li> <li>(iii) Additional class preparation time for staff on educational focused staff.</li> </ul> <p>k. All academic staff are entitled to a six month release from normal duties for research and related scholarly work following each three years of employment.</p>	<p>expressed as a need to save money (despite USyd's \$109 million surplus announced in 2021), and sometimes being justified on the grounds of better respecting teaching work (which could be achieved by addressing crushing workload, rather than scrapping or reducing the research fraction).</p>	<p>creating collegial workload committees with the power to source evidence on workloads and put any proposed model to a vote.</p>
<p><b>7. Flexible Working Arrangements</b></p> <p>That the Agreement provides for:</p>		<p>No negotiation on these claims yet.</p>

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<p>a. Enhanced rights for all staff to access flexible working arrangements.</p> <p>b. A demonstrable commitment to providing all necessary flexible working arrangements and resources for staff living with a disability.</p> <p>c. All professional staff will have the right to a work from home arrangement suitable to their circumstances.</p> <p>d. Staff will not face additional or unnecessary surveillance or scrutiny when working from home.</p> <p>e. All staff to retain their existing campus workspace or office arrangements. Reasonable adjustments to be made to facilitate work from home.</p> <p>f. Guaranteed access to Flexitime for all Professional Staff.</p> <p>g. An enforceable policy with a clear statement that Flexitime is not to be used where overtime is appropriate.</p> <p>h. Where staff are required to work or be available on the concessional days over the Christmas shutdown, they will be paid double time for the period worked, and in addition will be able to take the concessional days at a later time of their choosing, including in conjunction with other periods of leave.</p> <p>i. Where the University requires staff to work or be available over the Christmas shutdown, management will ensure that the work is first allocated to those who volunteer to be available during the period.</p>		

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<p><b>8. Professional Staff Positions</b></p> <p>That the Agreement provides for:</p> <ul style="list-style-type: none"> <li>a. Changes to position description can only be made after consultation and collaboration with the affected staff. Where the position is vacant the consultation must occur with the stakeholders within the team/centre.</li> <li>b. Vacant or new positions are to be properly advertised to all current employees in the first instance. Priority to be given for staff in the redeployment pool.</li> <li>c. Where a position reclassification results in a decrease to the HEO level, the position will stay at the current level while the incumbent remains in the position.</li> </ul>	<p>Management’s log of claims proposes “removing the requirement to advertise for professional staff positions internally before advertising a role externally”.</p> <p>This would be a major blow against job security for professional staff.</p>	<p>Counterposed claims. No negotiations on this topic so far.</p>
<p><b>9. Improved Consultation Processes</b></p> <p>That the Agreement provides for:</p> <ul style="list-style-type: none"> <li>a. A collaborative approach to designing workplace change with all potentially affected staff, including: <ul style="list-style-type: none"> <li>i. Improved consultation at all phases where management is seeking to introduce workplace change including making available all evidence necessary to evaluate the merits of any proposed change.</li> <li>ii. Transparent and full reporting of all contributions and feedback on change proposals by affected staff.</li> <li>iii. Seeking and obtaining majority support of staff in the affected work area for any changes to be implemented.</li> </ul> </li> </ul>		<p>No agreement – discussed at meeting on 31/5/22</p>

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<p>b. Review of change plans will consider, and report on, the impact the proposal will have on Aboriginal and Torres Strait Islander employment numbers (i.e. Are any identified positions being made redundant? Are any Aboriginal and Torres Strait Islander staff affected?).</p> <p>c. All change management plans are required to report on how plans will improve Aboriginal and Torres Strait Islander employment numbers (i.e. Are identified positions included in the new design? If not, why not?).</p> <p>d. Management must seek and obtain majority support from staff in affected work areas before change management outcomes can be implemented.</p> <p>e. All change processes will be reviewed between 6 and 12 months after implementation for their impact on staff workload, development, health and wellbeing. The review will be conducted by an agreed person independent of the change process and will include feedback from affected staff and a review of staff workloads.</p> <p>f. Reviews will be made available to all staff and not be used to continue change processes indefinitely.</p>		
<p><b>10. Improved Staff Rights</b></p> <p>That the Agreement provides for:</p> <p>a. A 'right to disconnect' and not be contactable outside working hours.</p> <p>b. Improved dispute resolution processes.</p> <p>c. Limitations on management's ability to reject applications for leave.</p>	<p>10 b. Instead of an improved dispute resolution process, management proposals include: "to avoid protracted disputes, the University proposes to adopt a more streamlined disputes clause and status quo provisions..."</p> <p>The "status quo" clause in the existing EA is a crucial protection for workers. This prevents management from establishing "facts on the ground" before their actions can be effectively challenged, if the union believes that management is breaching EA provisions.</p>	<p>Counterposed claims on dispute resolution.</p> <p>No agreement on emergency services leave. With more severe climate emergencies, limiting SES leave to only five days limits ability of</p>



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<p>d. In the event of the Government declaring an incident, staff who are members of the RFS or SES will have an entitlement to take paid special leave for the length of the incident.</p> <p>e. Improvements to the Professional Staff Development Fund, including improvements to ensure access and uptake of opportunities for staff covered by this Agreement and increases in the total funding available.</p> <p>f. Confirmation that SPS staff are covered by the Agreement and are considered HEO10 staff with a higher salary.</p> <p>g. Automatic recognition of service for professional staff to include recognition of their most recent incremental step when transferring between contracts, and/or from other institutions. For the avoidance of doubt, this means that HEO classified employees should not return to the bottom of the same step when commencing new contracts in different units or when coming to Sydney from other institutions where the HEO level is equivalent.</p> <p>h. No surveillance (CCTV or otherwise) of workspaces and lunch areas.</p> <p>i. Management to provide and update all evidence necessary to assess and enforce the implementation and performance of any goals and targets set out in the Enterprise Agreement to each meeting of the JCC.</p>	<p>10 d. Management have offered to increase emergency services leave to five days per incident.</p> <p>Management have said they see merit in the NTEU's proposed clauses which would improve accessibility and to the fund regardless of management prerogative, and see the fund used for career development and not on-the-job training. However they questioned the NTEU's proposal for unspent money to be rolled over into the next year.</p> <p>10 f. Management refusing to have higher paid executives covered by the EA.</p>	<p>staff members to respond to these crises.</p>
<p><b>11. Improvements to the PP&amp;D and AP&amp;D Programs</b></p> <p>That the Agreement provide for:</p> <p>a. Key aims of the P&amp;D programs will include building staff confidence, improving staff morale and building trust between staff members and their supervisor.</p>		<p>No negotiation on these claims yet.</p>

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<p>b. All P&amp;D discussion and assessment will be conducted between the staff member and their supervisor and advisor where applicable.</p> <p>c. In professional staff P&amp;D reviews, the staff member's supervisor will be responsible for determining the performance evaluation. If the staff member is not satisfied with the evaluation provided by their supervisor, they will have the opportunity to appeal firstly to their supervisor, then to their supervisor's manager, then to the unit head, then to the executive supervisor.</p> <p>d. No 'calibration process' of evaluations.</p> <p>e. For the purposes of Academic Planning and Development, confirmation, monitoring plans, and any process involving required performance standards, the standards referred to are those set out in the classification descriptions in the Enterprise Agreement for the academic's level. Supervisors may not add additional standards or set more specific requirements (for example, regarding outlet of publication).</p> <p>f. Where COVID has affected the performance of an ECR, at their request the confirmation period can be extended by up to 12 months.</p> <p>g. The appointment of AP&amp;D advisors will require full consultation and agreement from the staff member.</p> <p>h. The performance improvement process must have avenues for appeal beyond the supervisor, an extended timeframe, and guaranteed involvement of the union and/or a supporter nominated by the staff member.</p>		

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<p>i. The performance review process and PP&amp;D documentation will give priority and due recognition to:</p> <p>(i) activities listed in position descriptions including activities regarded as 'Business as Usual' (BAU) and</p> <p>(ii) service demands when evaluating staff performance.</p> <p>j. Staff working part time have a pro-rata project/deliverable expectation in their PP&amp;D documentation.</p> <p>k. Staff living with a disability have accommodations and concessions incorporated into PP&amp;D/performance review expectations.</p>		
<p><b>12. Aboriginal and Torres Strait Islander Employment Strategy</b></p> <p>That the Agreement provide for:</p> <p>a. An Aboriginal &amp; Torres Strait Islander employment target expressed as a number of positions no less than 3% of fixed-term and continuing staff on a head count basis by 31 December 2024.</p> <p>b. The target to apply to all Faculties, Portfolios and Professional Staff Units.</p> <p>c. The Academic and HEO levels of Aboriginal and Torres Strait Islander employment to proportionally reflect the total staff employment levels across the University, i.e. Aboriginal and Torres Strait Islander employees will not be concentrated in the lower classified positions.</p> <p>d. Cultural safety: The University to develop a policy to ensure that the University is a welcoming and culturally safe place for Aboriginal and Torres Strait Islander staff within 12 months.</p>	<p>Management have acknowledged that they have failed to employ Aboriginal and Torres Strait Islander staff at a rate which reflects population parity (ie, 3%). Currently just over 1% of staff are Aboriginal or Torres Strait Islander, with the majority employed on precarious contracts.</p> <p>Management have refused to sign up to the NTEU's demand that the University reach a target of 3 percent employment for Aboriginal and Torres Strait Islander workers at all levels during the life of the new EA, ie by 2025. After proposing a 2030 date to meet this target (15/9/21), management shifted to a position of increasing Aboriginal and Torres Strait Islander staff numbers by 30% per year (29/9/21), which would mean achieving population parity by 2026. The NTEU believes many highly qualified staff have left employment at USyd due to racism, and that signing up to the 3% target will make it more likely that management address this.</p>	<p>Some movement, negotiations ongoing</p>

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<p>e. An Aboriginal and Torres Strait Islander Joint Consultative Committee be established within 3 months.</p> <p>f. The JCC will meet at least quarterly.</p> <p>g. The JCC to have responsibility for:</p> <ul style="list-style-type: none"> <li>(i) Monitoring the progress of Faculties, Portfolios and Professional Staff Units towards the 3% target.</li> <li>(ii) Providing recommendations for mechanisms to report on and address the wellbeing and retention of Aboriginal and Torres Strait Islander staff and any cultural safety issues impacting on the University community.</li> <li>(iii) Report and advise on recruitment strategies, such as targeted and identified positions, employment numbers, retention and career-progression of Aboriginal and Torres Strait Islander staff (i.e. if an Aboriginal or Torres Strait Islander employee has left a role, has left the University, been promoted, moved into a different/higher role).</li> <li>(iv) If it becomes apparent to the University or the NTEU at any stage that the target will not be met, or probably will not be met, the parties will confer, at a meeting of the local Joint Consultative Committee, to be held within one month of a request, with a view to determining what measures management must take to ensure that the target for the Agreement will be met.</li> <li>(v) Conducting and publishing an annual cultural safety survey of Aboriginal and Torres Strait Islander staff and report on this alongside progress towards employment targets.</li> </ul>	<p>Management have agreed to establish an Aboriginal and Torres Strait Islander Joint Consultative Committee of eight people, with four to be union members (29/9/21).</p> <p>Management have agreed to ten days of ceremonial and cultural leave, but say that three days of this must come from staff special leave. NTEU believes that special leave caters to needs that all staff share, whereas cultural and ceremonial leave responds to the particular needs and responsibilities of Aboriginal and Torres Strait Islander staff, and should therefore be an additional provision.</p>	

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<p>h. The Heads of administrative areas for all Faculties, Portfolios and Professional Staff Units, or equivalent role, be required to report their progress and plans to meet all Aboriginal and Torres Strait Islander goals to the JCC at least twice annually.</p> <p>i. Aboriginal and Torres Strait Islander staff to be entitled to up to ten days paid leave to attend Indigenous cultural/ceremonial obligations.</p> <p>j. That the University recognises that the additional cultural duties undertaken by Aboriginal and Torres Strait Islander staff on behalf of the University enriches the institution and its commitment to empowering Aboriginal and Torres Strait Islander staff and communities. Therefore, these duties will be allocated appropriate time in workloads, including within work plans, and considered in criteria for promotion.</p>		
<p><b>13. Cultural and Linguistic Diversity</b></p> <p>That the Agreement provides for:</p> <p>a. University agreement to commit to cultural and linguistic diversity through an employment target reflective of the demographic profile of the wider community and that this target be achieved over the life of the Agreement.</p> <p>b. Full reporting on staffing to include data on equity dimensions of cultural and linguistic diversity with the view to informing improved employment and retention of staff from culturally and linguistically diverse backgrounds.</p>		No negotiation on these claims yet.
<p><b>14. Staff Participation in Governance</b></p>		No negotiation on these claims yet.

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<p>a. Improved staff input into University decision-making processes and governance where it relates to employment conditions.</p> <p>b. Where managers and staff in academic leadership positions are expected to meet key performance indicators relating to staffing and/or budgets, these will be made available to all staff.</p>		
<p><b>15. Job Security</b></p> <p>That the Agreement provides for:</p> <p><b>15 a. Job Security – Ongoing staff:</b></p> <p>(i) Retrenchment, including voluntary retrenchment, only occur where the work performed in the position is no longer required to be performed by anyone.</p> <p>(ii) There will be no forced redundancies.</p> <p>(iii) Where a position a staff member occupies is made redundant, the staff member will have access to an unlimited period of redeployment.</p>	<p>Management’s log of claims proposes “removing the requirement to advertise for professional staff positions internally before advertising a role externally”.</p> <p>This would be a major blow against job security for professional staff.</p>	<p>Counterposed claims. No negotiations on this area so far.</p>
<p><b>15 b. Job Security – Fixed term staff:</b></p> <p>(i) A right to conversion to permanent employment after three years’ continuous service or two successive contracts.</p> <p>(ii) Contracts must not be structured in such a way that further employment is not offered to the same staff member and where</p>		<p>No negotiation on these claims yet.</p>

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<p>the work would otherwise continue to be filled by non-continuing contracts.</p> <p>(iii) Letters of offer must outline the earliest date at which a conversion is possible.</p> <p>(iv) In all other circumstances increased limitations on management's ability to reject an application for conversion.</p> <p>(v) Applications cannot be refused on financial grounds.</p> <p>(vi) Transition arrangements for externally funded staff to continue employment at the University after the end of their contract.</p> <p>(vii) An improved right to renewal of fixed-term employment where the work continues beyond the term of the contract;</p> <p>(viii) Provisions for extensions to contracts for staff to complete their research workload where they were required to take on more teaching due to COVID-19, or had frozen research funding, or other disruptions to their agreed workload and work plan.</p>		
<p><b>15 c. Job Security – Casual staff:</b></p> <p>(i) Appropriate definitions of work subject to rolled up rates for casual academic staff to prevent undermining of Award conditions.</p> <p>(ii) Casual staff to be paid by the hour at the applicable rate for every hour worked except where covered by the 'rolled -up' pay rates for tutoring and lecturing.</p>	<p>A substantial change to the NTEU log of claims was endorsed by a members meeting on 8 March 2022 – see below for the new proposal. One effect of this is to remove the claim for conversion for any casual who has worked two of the three preceding semesters.</p> <p>See row below for further detail.</p> <p>10 c. (x) Management have offered 5 days domestic violence leave to casual staff (rate of pay to be determined later). The</p>	<p>UPDATE: Discussed on 31/5/22 – no agreement. Management only conceding that it would be best for casuals to NOT come to work if they are sick.</p>

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<p>(iii) Incremental progression.</p> <p>(iv) A requirement that the University organise work so as to minimise casual employment and only use casual employment to perform short-term ad hoc work.</p> <p><del>(v) Any academic casual who has worked two out of the three preceding semesters has the right to convert to an ongoing appointment. This position will have a minimum 40% allocation for scholarship and research, a maximum teaching allocation of 40%, and a minimum service allocation of 20%, unless an alternative allocation is agreed to.</del></p> <p>(vi) Conversions cannot be refused on financial grounds.</p> <p>(vii) Conversions cannot be refused on the grounds of the future requirements of the position, the staff member is converting to the position they have been working in as a casual, not to another indeterminate position.</p> <p>(viii) Paid sick leave.</p> <p>(ix) Paid parental leave.</p> <p>(x) Paid domestic violence leave.</p> <p>(xi) By agreement with the NTEU and staff at the Faculty level the ability to utilise casual pooling arrangements to provide improvements concerning systematic, fair and more stable employment arrangements for casuals as a group.</p>	<p>existing EA gives 20 days domestic or family violence leave to ongoing and fixed term staff.</p> <p>No management offer on paid sick leave or parental leave for casuals.</p>	<p>There have been no negotiations on casuals claims following the substantial amendment to the log of claims on 8/3/22 (see row below for further detail).</p> <p>Paid sick leave, parental leave and domestic violence leave should be extended to casuals.</p>



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<p><b>Amendment to NTEU log of claims adopted 8 March 2022:</b></p> <p><b>Academic Work at the University of Sydney: Decasualisation and strengthening the research-teaching nexus</b></p> <p>These recommendations for amending the NTEU log of claims were approved by a members meeting on March 8 2022:</p> <ol style="list-style-type: none"> <li>1. Protecting the research and teaching nexus is of paramount concern to the NTEU. For the sake of staff, students, and the broader community, academic work must be performed in the best possible conditions, with a balance between research and teaching. This means maintaining the 40:40:20 model as the reference point for academic work (i.e. the University needs a critical mass of research and teaching academics making up at least 60 percent of its workforce). In terms of 40:40:20 academics research and teaching allocations of time should be set by the staff members themselves. Under no conditions should management have the ability to unilaterally change an academic's balance between teaching and research activities.</li> <li>2. Academic workloads must be determined through collegial, democratic, and evidence based processes, with local workload committees. These committees must have 50 percent of their members appointed by the NTEU membership.</li> <li>3. To ensure that as much academic work as possible is performed by staff in 40:40:20 positions, a significant proportion of work currently being done by casual staff must be replaced by secure, ongoing academic jobs.</li> </ol>		<p>No negotiations on these claims yet.</p>

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<p>4. To do this, the NTEU bargaining team is proposing a two-part strategy. The first concerns replacing roles that are currently fractional, 'teaching only' casual roles with ongoing roles. The second involves principles of access to the new roles created.</p> <p>5. Casual work will be limited to :</p> <ul style="list-style-type: none"> <li>• Staff providing specialist guest lectures such as external experts; and</li> <li>• Ad hoc or intermittent work requiring staff to undertake teaching work to cover unanticipated absences, or unanticipated increased work (for example a sudden increase in enrolments into a subject), and other similar circumstances</li> </ul> <p>6. Work that that is currently not casual in these terms should be replaced by new, ongoing roles. The new roles created will be of three kinds:</p> <p>(a) Fractional fixed-term PhD teaching fellowship positions, of flexible length in accordance with PhD candidacy (with minimum and maximum engagement, in line with what PhD students currently teach). These roles will only be open to students studying at the University of Sydney and will improve the quality and professional development of entry-level academics.</p> <p>(b) A limited number of education-focused roles.</p> <p>(c) Research and teaching roles of the 40:40:20 kind. We anticipate that more than half of the new roles created will be of this nature.</p> <p>(Note 1: The number of roles in (a), (b) and (c) will be determined after we get access to robust data on the</p>		

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<p>number and character of work currently undertaken on a casual basis.)</p> <p>7. Access to the new roles will be as follows;</p> <p>(a) PhD Fellowships will be awarded on a competitive basis from amongst the population of PhD students at the University of Sydney.</p> <p>(b) The new continuing research-and-teaching and education-focused roles will be filled from three sources – with all appointments following standard appointment procedures:</p> <ul style="list-style-type: none"> <li>- A minimum of 25% of the roles to be filled by current long-term USyd casuals and fixed-term staff who have not had a permanent role;</li> <li>- A minimum of 25% of the roles to be filled by long-term casuals and fixed-term staff from anywhere in Australia who have not had a permanent role.</li> <li>- The remaining roles to be advertised through the normal academic appointment processes.</li> </ul> <p>Also note that where two candidates in (a), (b) or (c) are rated equally, the candidate with University of Sydney experience will be preferred.</p> <p>8. In exchange for the creation of these roles the NTEU would drop the demand for automatic conversion for all staff having worked in 2 out of 3 semesters, however, we would still seek to maintain and improve conversion rights.</p>		

NTEU Claim	Management claim or response	Status
<p>9. The NTEU outright rejects management’s proposal to resolve these issues by periodic employment.</p> <p>10. The Agreement will also include enforceable caps on the engagement of casual academics to ensure that the current exploitative situation of systemic casualisation does not re-emerge.</p>		
<p><b>15 d. Job Security – All staff:</b></p> <ul style="list-style-type: none"> <li>(i) To mitigate against the negative impacts of repetitious and disruptive change management on University staff, no individual be subject to an organisational change process more than once during the life of the Agreement.</li> <li>(ii) Lawful conditions and requirements on the outsourcing of work or use of contractors to perform work that a staff member, or future staff member covered by the Agreement is capable of performing.</li> <li>(iii) To the extent legally possible outsourced workers will enjoy the same pay and conditions as would be enjoyed if it were being done by an appropriately classified staff member employed under the Agreement.</li> <li>(iv) Redundancy provisions and entitlements will be identical for academic and professional staff and will be set at the higher of the current conditions.</li> <li>(v) Protections against new professional staff positions being created at a lower level where the new position performs substantially the same work as the position being made redundant.</li> </ul>		<p>No negotiation on these claims yet.</p>

NTEU Claim	Management claim or response	Status
<p>(vi) The individual change management provisions are only to be used with the agreement of the staff member. Where agreement cannot be reached the full change processes apply.</p> <p>(vii) No position can be externally advertised in an area in which change management is in process if current staff could reasonably be considered for the position.</p> <p>(viii) No staff member will be subject to any adverse consequences for not agreeing to a voluntary redundancy.</p>		
<p><b>16. Academic Freedom</b></p> <p>That the Agreement protect academic freedom in accordance with the rights in international instruments and protect and promote the rights and freedoms of staff members to comment and engage in public debate, including a debate on the operation and governance of the University.</p>		No negotiation on this claim yet.
<p><b>17. Superannuation</b></p> <p>That the Agreement provides for:</p> <p>a. Maintenance of UniSuper as the default superannuation fund to the extent permitted by legislation.</p> <p>b. 17% employer superannuation contribution for all casual employees.</p> <p>c. 17% superannuation contribution for staff on unpaid parental leave.</p>		No negotiation on these claims yet.
<p><b>18. Casual Loading</b></p> <p>That the Agreement provides for an increase to the casual allowance to 50%.</p>		No negotiation on this claim yet.

NTEU Claim	Management claim or response	Status
<p><b>19. Academic Casual Provisions</b></p> <p>That the Agreement provides for:</p> <p>a. A requirement to continuously fill Academic Fellow positions within 3 months of the number of positions dropping below the number specified in the Agreement.</p> <p>b. Academic Fellows to have a standard 40-40-20 workload distribution.</p> <p>c. Prior to any positions being advertised at Level A or Level B, management will inform academic casuals of the upcoming role(s). Eligible casuals have the right to make an application for conversion prior to advertisement.</p> <p>d. Casuals to be paid at the appropriate rate for all hours worked, including hours not contemplated by, and in excess of, the rolled up pay rate.</p> <p>e. Any delivery method that is not defined as a tutorial or a lecture, including seminars, to be paid at the lecture rates.</p> <p>f. For every hour of face-to-face teaching work academic casuals perform, they will be paid for one hour of research or professional development work.</p> <p>g. Increased recognition and payment for work performed by casuals, including but not limited to administration work.</p>	<p>The purpose of Academic Fellow roles has been to provide a pathway to secure employment for academic casuals. However, after failing for years to employ the minimum number of Academic Fellows that the EA requires, management are now proposing to abolish the pathway to conversion for staff in these roles.</p> <p>The fact is that staff already in Academic Fellow roles have found it prohibitively difficult to convert after three years into a 40:40:20 role, as Heads of Schools and Deans in particular reject their conversion applications.</p> <p>Management's current proposals therefore reflect the fact that they were never serious about using these roles as a way to help precarious staff, only to plug holes in teaching work. (14/10/21)</p>	<p>No agreement</p>
<p><b>20. Disability and Lived Experience</b></p> <p>That the Agreement provides for:</p> <p>a. An evidence-based disability equity employment strategy by ensuring there is regular reporting (via the JCC) on numbers of staff living with a</p>		<p>No negotiation on these claims yet.</p>

NTEU Claim	Management claim or response	Status
<p>disability and including aggregate employment data, staff retention rates, investment in training, and the like.</p> <p>b. Improved recognition of the lived experience of staff living with a disability particularly in relation to career pathways by:</p> <ul style="list-style-type: none"> <li>(i) Acknowledging lived experience of disability as expertise equivalent to other academic or professional expertise and this duly reflected in remuneration for teaching, research and professional service roles.</li> <li>(ii) A career pathway that acknowledges the impact of disability relative to capacity for teaching and research outputs.</li> <li>(iii) Creating an agreed effective number of positions that are identified as disability (lived experience) career development positions and that these positions be established to offer disability-specific expertise in curriculum and research in and across disciplines or professional skills/qualifications in and across disciplines and professional service units.</li> </ul> <p>c. Empowering staff living with a disability to participate in the workforce by:</p> <ul style="list-style-type: none"> <li>(i) Providing for the revising PDs to emphasise areas of ability.</li> <li>(ii) Ensuring P&amp;D plans and reviews will reflect areas of ability and workload capacity.</li> <li>(iii) Managing departmental workload allocations in recognition of abilities of staff living with a disability.</li> </ul>		

NTEU Claim	Management claim or response	Status
<p><b>21. Union Rights</b></p> <p>That, for the purpose of benefiting employees in ensuring that employees have effective and accessible industrial representation by the Union, the Agreement provide for:</p> <ul style="list-style-type: none"> <li>a. Rent-free office space and facilities.</li> <li>b. Time-release.</li> <li>c. Surveillance or interference of union communications to be prohibited.</li> <li>d. Access to staff email and mailing lists.</li> <li>e. Paid time for employees to attend union meetings.</li> <li>f. Improved trade union leave of 10 days per year.</li> <li>g. No staff member will be disadvantaged as a result of union activities conducted in accordance with responsibilities incurred as a result of bargaining for, or implementation of, Agreements.</li> <li>h. Terms reflecting that union membership is beneficial for effective industrial relations.</li> <li>i. Reasonable time off for accredited union delegates to perform their duties.</li> <li>j. Invitation to present at all staff induction sessions.</li> <li>k. Prominent online links to union material on staff intranet (top level of HR &amp; Employment).</li> <li>l. Unions to be given a list of all new staff on a monthly basis.</li> </ul>		<p>No negotiation on these claims yet.</p>



NTEU Claim	Management claim or response	Status
<p><b>22. Infectious Diseases and Vaccinations</b></p> <p>That the Agreement provides for:</p> <ul style="list-style-type: none"> <li>a. Paid Infectious Diseases Leave for all staff required to self-isolate or quarantine and not able to attend work as a result.</li> <li>b. Relevant vaccinations, including flu and COVID to be available and funded by the University to improve workplace health and safety.</li> <li>c. Paid special leave be provided to access the vaccinations.</li> </ul>		<p>No negotiation on these claims yet.</p>
<p><b>23. Parental Leave</b></p> <p>That the Agreement provides for:</p> <ul style="list-style-type: none"> <li>a. An increase in, improved access to and flexibility in taking parental leave, with reduced service provisions and no return to work requirements.</li> <li>b. Change all references from ‘maternity leave’ to ‘parental leave’ and remove ‘primary carer’ requirement for access to parental leave.</li> <li>c. Paid special leave for premature babies that require special care, such that parental leave will not start until the day the baby would have reached full term.</li> <li>d. Extension of fixed term contracts where a contract is interrupted by parental leave.</li> <li>e. Paid leave following miscarriage / pregnancy loss prior to 20 weeks gestation.</li> </ul>	<p>Management have offered to reduce the amount of time staff have to wait before they can access this leave from 2 years to 12 months.</p> <p>They also propose to remove the requirement for staff to work 26 weeks in order to access 22 weeks of parental leave, and for staff to commit to working for 52 weeks in between periods of parental leave.</p> <p>23 c. Management have offered for personal leave to be able to be used to care for a premature baby.</p> <p>Management have proposed for parental leave and unpaid leave to be counted in the 12 month period after which staff can progress from one increment to the next. (29/9/21)</p>	<p>No agreement, some movement, discussions continue.</p> <p>The NTEU is seeking to enshrine rights for both parents, not only for the birth mother.</p> <p>Management response expected in next bargaining session. (28/10/21)</p>

NTEU Claim	Management claim or response	Status
f. Paid leave for all staff following a stillbirth.		
<p><b>24. Gender Equity</b></p> <p>That the Agreement provides for:</p> <p>a. Active measures to support and increase gender equity across all areas of the workplace and levels of employment. This includes workplace participation and career development and increased safe working conditions for all female staff.</p> <p>b. Paid lactation breaks and an entitlement to safe, secure and private breastfeeding facilities, including access to safe refrigeration.</p> <p>c. All staff positions are advertised as eligible for Part-time or Jobshare.</p> <p>d. 6 days menstrual or menopausal leave per annum.</p>	<p>24 d. Management have offered for personal leave to be able to be used to deal with the symptoms of menstruation or menopause.</p> <p>Management refuse to discuss further saying that they would reply only when they had a sense of the overall package of leave entitlements they were ready to grant. (28/10/21)</p>	<p>No agreement. Under management's proposal, staff needing personal leave for menstruation or menopause would be disadvantaged relative to other staff (who don't need personal leave for these reasons).</p>
<p><b>25. Gender Transition Leave</b></p> <p>That the Agreement provide employees a total 30 days paid affirmation/transition leave per annum for essential and necessary gender affirmation/transition steps and procedures, inclusive of but not limited to: medical, psychological, social, union consultation, hormonal, surgical, legal status and documentation amendment appointments.</p>	<p>Management have offered 30 days of paid leave for gender transition, which could be taken in one block or in small units.</p>	<p>No agreement. The NTEU is demanding 30 days <i>per year</i> because gender transition is not a one-off process but one that might take place over many years.</p>
<p><b>26. Reproductive Health and Wellbeing Leave</b></p> <p>That the Agreement provides for paid leave for In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services.</p>	<p>Management have offered for personal leave to be able to be used by staff to access IVF.</p>	

NTEU Claim	Management claim or response	Status
<p><b>27. University Policy Changes</b></p> <p>That the Agreement provides that new University policies may only be introduced, and existing policies may only be changed, with the agreement of the Unions.</p>		No negotiation on this claim yet.
<p><b>28. Centre for English Teaching</b></p> <p>a. The replacement of the current 31 Funding Contingent Roles with the same number of ongoing roles.</p> <p>b. That for the purposes of redundancy, conversion, flexible working arrangements and professional development all CET staff will have the same conditions as professional/general staff.</p> <p>c. Casual, fixed term, and sessional contracts for the two peak periods (May-July, October-February) to include five days to undertake non-teaching activities (course design, materials development and project work) after each period of ten consecutive weeks' teaching.</p>	<p>Management's log of claims includes "removing the requirement to maintain 31 FTE Funding Contingent Continuous Language positions" in the Centre for English Teaching.</p> <p>This would remove job security rather than the strengthening job security as the NTEU is seeking. It would potentially open the way for outsourcing English language teaching, as many universities have already done.</p>	<p>Counterposed claims.</p> <p>No negotiations have occurred on these claims yet.</p>
<p><b>29. Climate Emergency</b></p> <p>That the Agreement provides, in a manner that pertains to the relationship between the employer and employees, and to underpin and secure employment for all employees, that the University addresses the urgency of climate action and commits the University to set out and deliver on an enforceable plan to achieve net zero emissions by 2030.</p>		No negotiation on this claim yet.
<p><b>30. Other Claims</b></p> <p>Other claims as may arise during the bargaining process.</p>		

**CPSU claims**

CPSU claim	NTEU response, management response	Status
Sexual harassment: The employer should have a positive obligation to prevent sexual harassment and sexual assault.	NTEU supports this claim.  Management say that everything in the proposed clause is covered in legislation and positive. NTEU says that including these obligations in the EA makes for easier enforcement. (15/9/21)	Unresolved, discussion continuing.
Redundancy equity: Professional staff to be given the same redundancy pay as academic staff.	NTEU supports this claim given that it represents an improvement for staff and because many professional staff also do highly specialised work, which is the traditional justification given for a higher redundancy entitlements for academic staff.  Management reject this claim, saying professional redundancy is generous already. (28/10/21)	No agreement

**Management claims and proposals**

Management claim or proposal	NTEU claim or response	Status
To “ensure more equitable redundancy payments, calculating payments based on the average fraction worked over the whole employment”.	This is counterposed to the NTEU claim for “no diminution of conditions”.  Management’s claim would lead to significantly lower redundancy payments for some – especially for the many workers, disproportionately women, who work part time hours for a significant part of their careers.	Counterposed claims. No negotiations on this area yet.

<p>Management have offered to increase compassionate leave from 3 days to 5 days.</p>		
<p>Management want staff to be able to cash out up to 20 days annual leave. They also propose that senior staff should be able to cash out annual leave loading.</p>	<p>NTEU believes that annual leave is an important workplace right, is important for health and safety, and should not be for sale.</p> <p>Part of management's argument is that many staff are not taking annual leave. NTEU believes that this is a likely effect of excessive workload, and that addressing workload is a better way to tackle this issue rather than cashing out a crucial entitlement.</p>	<p>No agreement.</p>