

## NTEU UNIVERSITY OF SYDNEY LOG OF CLAIMS 2021

### 1. Application

The Agreement will govern wages and employment conditions for all staff employed by the University of Sydney.

### 2. No Diminution of Conditions

The Agreement will not reduce current workplace conditions, rights or entitlements.

### 3. Objectives

The Agreement will include the following objectives:

- a. A commitment to decent working conditions and an inclusive and healthy work environment.
- b. Bringing currently uncontrolled growth in workloads under control.
- c. Lifting staffing levels and job quality to reduce the current excessive dependence on casualisation and excessive hours of work for continuing staff.
- d. Employment arrangements that provide security of tenure and the ongoing development for staff.
- e. Preserving and strengthening the nexus between teaching and research as it relates to workloads.

### 4. Salary increases and Expiry Date

- a. That the Agreement operate from the date of its approval and have a nominal expiry date of 31 December 2021.
- b. Salary rates and allowances for all NTEU members employed by the University be increased by 12% (flat) by 31 December 2024.

### 5. Workloads – Professional Staff

That the agreement provides for:

- a. Protections against excessive or uncompensated overtime.
- 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.
- 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.
- d. No wall boards or other methods of publicly displaying individual staff performance will be used.
- e. Service wide targets shall not be the subject of individualised pressure on workers.
- f. Where it is proposed a staff member will be required to perform extra or different duties due to:
  - (i) the introduction of new tasks or functions;
  - (ii) another staff member's leave;
  - (iii) a position becoming vacant; or
  - (iv) a position being made redundant;

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 PPD documents to reflect changed workload expectations.

- e. Vacant positions to be advertised within 4 weeks of the incumbent's notification of resignation.

- f. 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 staff are employed, and/or (2) appropriate ratios of staff to students/staff serviced by the unit where applicable.

## **6. Workloads – Academic Staff**

That the Agreement provides for:

- a. Effective hours-linked caps on academic workloads.
- b. Enforceable protections against excessive work.
- c. All work required or expected to be performed by academics will be acknowledged and included within an individual's workload allocation.
- 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.
- 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 to 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.
- 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.
- g. All academic workload committees (central, Faculty and University School) will include at least 50 per cent NTEU nominated representation.
- 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.
- i. Enforceable limits on casual and fixed-term employment.
- g. No erosion of the 40-40-20 (research-teaching-administration/engagement) norm. This includes:
  - (i) The limit of 120 EFR roles filled through advertisement will be retained.
  - (ii) There will be clear, non-discretionary pathways for conversion to 40-40-20 for staff in teaching-focused roles.
  - (iii) Additional class preparation time for staff on educational focused staff.
- h. 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.

## **7. Flexible Working Arrangements**

That the Agreement provides for:

- a. Enhanced rights for all staff to access Flexible Working Arrangements.
- b. A demonstrable commitment to providing all necessary flexible work arrangements and resources for staff with a disability.
- c. All professional staff will have the right to a work from home arrangement suitable to their circumstances.

- d. Staff will not face additional or unnecessary surveillance or scrutiny when working from home.
- e. All staff to retain their existing campus workspace or office arrangements . Reasonable adjustments to be made to facilitate work from home.
- f. Guaranteed access to Flexitime for all Professional Staff.
- g. An enforceable policy and with a clear statement that Flexitime is not to be used where overtime is appropriate.
- 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.
- 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.

## **8. Professional Staff Positions**

That the Agreement provides for:

- a. Changes to positions 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.
- 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.
- 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.

## **9. Improved Consultation Processes**

That the Agreement provides for:

- a. A collaborative approach to designing workplace change with all potentially affected staff, including:
  - 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.
  - ii. Transparent and full reporting of all contributions and feedback on change proposals by affected staff
  - iii. seeking and obtaining majority support of staff in the affected work area for any changes to be implemented.
- 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).
- c. All change management plans are required to report on how plans will improve Aboriginal and Torres Strait Islander employment numbers (i.e. have you included identified positions in the new design? If not, why not).
- d. Management must seek and obtain majority support from staff in affected work areas before change management outcomes can be implemented.
- 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.
- f. Reviews will be made available to all staff and not be used to continue change processes

indefinitely.

#### **10. Improved Staff Rights**

That the Agreement provides for:

- a. A 'right to disconnect' and not be contactable outside working hours.
- b. Improved dispute resolution processes.
- c. Limitations on management's ability to reject applications for leave.
- 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.
- 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.
- f. Confirmation that SPS staff are covered by the Agreement and are considered HEO10 staff with a higher salary.
- 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.
- h. No surveillance (CCTV or otherwise) of workspaces and lunch areas.
- 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 the JCC.

#### **11. Improvements to the PP&D and AP&D Programs**

That the Agreement provides for:

- a. Key aims of the P&D program will include building staff confidence, improving staff morale and building trust between staff members and their supervisor.
- b. All P&D discussion and assessment will be conducted between the staff member and their supervisor.
- c. In professional staff P&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.
- d. No 'calibration process' of evaluations.
- 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).
- f. Where COVID has affected the performance of an ECR, at their request the confirmation period can be extended by up to 12 months.
- g. The appointment of AP&D advisors will require full consultation and agreement from the staff member.
- 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.
- i. The performance review process and PPD documentation will give priority and due recognition to:

- (i) activities listed in position descriptions including activities regarded as 'Business as Usual' (BAU) and
  - (ii) service demands when evaluating staff performance.
- j. Staff working part time have a pro-rata project/deliverable expectation in their PPD documentation.
- k. Staff with a disability have accommodations and concessions incorporated into PPD/performance review expectations.

## **12. Aboriginal & Torres Strait Islander Employment Strategy**

That the Agreement provides for:

- a. An Aboriginal & 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.
- b. The target to apply to all Faculties, Portfolios and Professional Staff Units.
- 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.
- 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.
- e. An Aboriginal and Torres Strait Islander Joint Consultative Committee be established within 3 months.
- f. The JCC will meet at least quarterly.
- g. The JCC to have responsibility for:
  - (i) Monitoring the progress of Faculties, Portfolios and Professional Staff Units towards the 3% target.
  - (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.
  - (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, have they left the university, been promoted, moved into a different/higher role).
  - (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.
  - (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.
- h. The Heads of administrative area 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.
- i. Aboriginal and Torres Strait Islander staff to be entitled to up to ten days paid leave to attend Indigenous cultural/ceremonial obligations.
- 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.

**13. Cultural and Linguistic Diversity**

That the Agreement provides for:

- a. The University agrees to commit 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.
- 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.

**14. Staff participation in governance**

- a. Improved staff input into University decision making processes and governance where it relates to employment conditions.
- 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.

**15. Job Security**

That the Agreement provides for:

- a. **Ongoing staff:**
  - (i) Retrenchment, including voluntary retrenchment, only occur where the work performed in the position is no longer required to be performed by anyone.
  - (ii) There will be no forced redundancies.
  - (iii) Where a position a staff member occupies is made redundant, the staff member will have access to an unlimited period of redeployment.
- b. **Fixed term staff:**
  - (i) A right to conversion to permanent employment after three years' continuous service or two successive contracts.
  - (ii) Contracts must not be structured in such a way that further employment is not offered to the same staff member and where the work would otherwise continue to be filled by non-continuing contracts.
  - (iii) Letters of offer must outline the earliest date at which a conversion is possible.
  - (iv) In all other circumstances increased limitations on management's ability to reject an application for conversion.
  - (v) Applications cannot be refused on financial grounds.
  - (vi) Transition arrangements for externally funded staff to continue employment at the university after the end of their contract.
  - (vii) An improved right to renewal of fixed-term employment where the work continues beyond the term of the contract;
  - (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.
- c. **Casual staff:**
  - (i) Appropriate definitions of work subject to rolled up rates for casual academic staff to prevent undermining of Award conditions.

- (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.
  - (iii) Incremental progression.
  - (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.
  - (v) Any academic casual who has worked two out of the three 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.
  - (vi) Conversions cannot be refused on financial grounds.
  - (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.
  - (viii) Paid sick leave.
  - (ix) Paid parental leave.
  - (x) Paid domestic violence leave.
  - (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.
- d. **All staff.**
- (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.
  - (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.
  - (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 EA.
  - (iv) Redundancy provisions and entitlements will be identical for academic and professional staff and will be set at the higher of the current conditions.
  - (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.
  - (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.
  - (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.
  - (viii) No staff member will be subject to any adverse consequences for not agreeing to a voluntary redundancy.

## 16. Academic Freedom

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.



**17. Superannuation**

That the Agreement provides for:

- a. Maintenance of UniSuper as the default superannuation fund to the extent permitted by legislation.
- b. 17% employer superannuation contribution for all casual employees.
- c. 17% superannuation contribution for staff on unpaid parental leave.

**18. Casual Loading**

That the Agreement provides for an increase to the casual allowance to 50%.

**19. Academic Casual Provisions**

That the Agreement provides for:

- 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.
- b. Academic Fellows to have a standard 40/40/20 workload distribution
- c. Prior to any positions being advertised at Level A or Level B, management will inform academic casuals of the upcoming role(s) and give eligible casuals the right to make an application for conversion.
- 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 rate.
- e. Any delivery method that is not defined as a tutorial or a lecture, including seminars, to be paid at the lecture rates.
- 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.
- g. Increased recognition and payment for work performed by casuals, including but not limited to Administration work.

**20. Disability and Lived Experience**

That the Agreement provides for:

- a. An evidence-based disability equity employment strategy by ensuring there is regular reporting (via the JCC) on numbers of staff with disability and including aggregate employment data, staff retention rates, investment in training, and the like.
- b. Improved recognition of the lived experience of staff living with a disability particularly in relation to career pathways by:
  - (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.
  - (ii) A career pathway that acknowledges the impact of disability relative to capacity for teaching and research outputs.
  - (iii) Creating an agreed effective number of positions that are identified disability (lived experience) career development positions and that these positions be engaged 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.
- c. Empowering staff with a disability to participate in the workforce by
  - (i) Providing for the revising PDs to emphasise areas of ability.
  - (ii) Ensuring PPD plans and reviews will reflect areas of ability and workload capacity.



- (iii) Managing departmental workload allocations in recognition of abilities of staff with a disability.

**21. Union Rights**

That, for the purpose of benefiting employees in ensuring that employees have effective and accessible industrial representation by the Union, the Agreement provide for:

- a. Rent-free office space and facilities.
- b. Time-release
- c. Surveillance or interference of union communications to be prohibited.
- d. Access to staff email and mailing lists.
- e. Paid time for employees to attend union meetings
- f. Improved trade union leave of 10 days per year.
- 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.
- h. Terms reflecting that union membership is beneficial for effective industrial relations.
- i. Reasonable time off for accredited union delegates to perform their duties.
- j. Invitation to present at all staff induction sessions
- k. Prominent online links to union material on staff intranet (top level of HR & Employment).
- l. NTEU to be given a list of all new staff on a monthly basis.

**22. Infectious Diseases and Vaccinations**

That the Agreement provides for:

- a. Paid Infectious Diseases Leave for all staff required to self-isolate or quarantine and not able to attend work as a result.
- b. Relevant vaccinations, including flu and COVID to be available and funded by the University to improve workplace health and safety.
- c. Paid special leave be provided to access the vaccinations.

**24. Parental Leave**

That the Agreement provides for:

- a. An increase in, improved access to and flexibility in taking parental leave, with reduced service provisions and no return to work requirements.
- b. Change all references from 'maternity leave' to 'parental leave' and remove 'primary carer' requirement for access to parental leave.
- 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.
- d. Extension of fixed-term contracts where a contract is interrupted by parental leave.
- e. Paid leave following miscarriage / pregnancy loss prior to 20 weeks gestation.
- f. Paid leave for all staff following a stillbirth.

**24. Gender Equity**

That the Agreement provides for:

- 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 women staff.
- b. Paid lactation breaks and an entitlement to safe, secure and private breastfeeding facilities, including access to safe refrigeration.

- c. All staff positions are advertised as eligible for Part-time or Jobshare.  
6 days menstrual or menopausal leave per annum.

**25. Gender Transition Leave**

That the Agreement provide employees a total 30 days paid affirmation/transition leave per annum for 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.

**26. Reproductive Health & Wellbeing Leave**

That the Agreement provides for paid leave for In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services.

**27. University policy changes**

That the Agreement provides that new University policies may only be introduced, and existing policies may only be changed, with the agreement of the NTEU.

**28. Centre for English Teaching**

That the Agreement provides for:

- a. The replacement of the current 31 Funding Contingent Roles with the same number of ongoing roles.
- 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
- 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.

**29. Climate Emergency**

That the Agreement provides, in a manner that it pertains to the relationship between the employer and employees, and to underpin and secure employment for all employees, 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.

**30. Other Claims**

Other claims as may arise during the bargaining process.