Without prejudice

NTEU Log of Claims for UTS Staff Enterprise Agreement

The NTEU seeks a Collective Agreement, to be known as the University of Technology, Sydney and NTEU Enterprise Agreement 2013-2016 (“the Agreement”) with the University and its controlled entities.

We serve this Log of Claims to initiate enterprise bargaining and seek an Agreement which includes the following:

Claims concerning all staff

1. Salary increases and expiry date
   a. 7% p.a. minimum flat salary increase in each year of the Agreement:
      - 1 July 2013 (day after expiry)
      - 1 June 2014 (eleven months after 1st payrise)
      - 1 June 2015 (twenty three months after 1st payrise)
      - 1 June 2016 (a final pay rise to bring the total pay rise to at least 28% over the life of the Agreement)
   b. A nominal expiry date of 30 June 2016.
   c. Leave loading to be paid in addition to salary.

2. Renegotiation
   That the Agreement includes a commitment to resume negotiations with the NTEU no later than 3 months before its nominal expiry date.

3. Coverage of all UTS staff
   The NTEU seeks to negotiate a single enterprise agreement to cover all Senior, Academic, Professional and Insearch staff employed by UTS and its wholly or majority owned and controlled entities.

4. Indigenous employment
   b. Provision of reporting mechanisms for not only Indigenous employment targets, but staff retention and development.
   c. Improvements to rights and responsibilities (and clarification of existing rights and responsibilities) of the Indigenous Staff Network, Senior Deputy Vice
Chancellor, Indigenous Employment Coordinator, Wingara Management Committee and others.

d. Access to Indigenous cultural and ceremonial leave.

e. Better study leave allowances and improved access and rights to professional development opportunities.

f. Rights/allowances for Indigenous languages.

5. Job Security for all staff

a. Fixed term contracts are not to be used for ongoing work.

b. Use of fixed term contracts will be strictly limited to circumstances specified in the Agreement.

c. Continuing employment to be available under the Agreement to fixed term staff if the employee’s position does not fall into a prescribed fixed term category. This request will not require the approval of Deans or Directors for conversion, or the requirement that it be the second or subsequent contract.

6. Career Equity and Intellectual Freedom

a. University gender equity goals, anti-discrimination, indigenous employment provisions and reporting to be applied to casual and fixed term as well as continuing staff.

b. Intellectual freedom to be extended to all staff at UTS, and to include prohibition of any stipulation that staff be required to issue a disclaimer. Staff may choose to position themselves as university employees in any public context.

7. Equitable and Manageable workloads for all staff

**Academic workloads**

a. For each academic staff member, further effective and quantifiable caps on the hours to be worked in teaching and related duties, or on measurable student load; research and research related activities (including research development; academic administration; and contributions to the professional and/or academic community with appropriate adjustments for leave, significant other allocated duties, and excess-carry-over.

b. Definitions of teaching and teaching related duties. Time costing for such duties to be determined at the relevant academic unit, including casual academics of the unit. Assessment of time taken to do these activities to be voted on.
c. All academic staff to have access to research time.

d. In addition to the limits on workload hours in the Agreement, management to publish workload models that define work hours for work activities in a given area.

e. Limitations of the maximum number of students per teaching activity to be determined by staff of each academic unit, including casual academic staff of the unit.

f. All work of a staff member undertaken for UTS, or approved by UTS to be factored into workload.

g. Implementation of the workload model to be monitored, reviewed and reported on in a transparent manner to all staff in the academic unit.

**Excessive Support staff workloads**

If staff are required to work in excess of the ordinary working hours prescribed by the Agreement the University will ensure they only do so in circumstances where they receive the appropriate overtime.

Management and supervisors are to take active measures to prevent excessive work hour practises such as working late and through meal breaks and to disestablish entrenched cultures of excessive work. Excessive work hours are not to be recognised as criteria for reward or advancement.

a. All vacant continuing and fixed term positions to be filled within 2 weeks, budgetary considerations are not to be taken into account for this purpose. All workload is to be fully funded.

b. University management and supervisors will ensure that clearly defined and consistent arrangements are in place to account for and remunerate work that is required to be done outside of ordinary hours.

c. Support Staff will not be required to perform duties which do not fall within their job description.

d. Where time off in lieu is agreed in lieu of overtime, that time shall be taken within six months or paid out at overtime rates.

**8. Improved Superannuation**

a. 17% superannuation for all staff: increased superannuation contributions for all employees, casual, fixed term and continuing who currently receive less than 17%.
b. Incorporate so far as possible the recommendations of the UniSuper Working Party (involving the Board of UniSuper, Universities Australia and the NTEU).

c. Abolish the age-related ceiling for employer contributions.

9. Improvements to Managing Change and Redundancy for all staff

a. That staff unions will be informed in writing when any change management proposal is being developed in any part of the University.

b. That consultation arrangements prior to and during organisational change be improved and include staff, unions, students and all stakeholders who will be impacted by the change.

c. That consultation during organisational change, include not only staff whose positions are directly affected by proposed change, but staff unions and all who will be impacted by the change. Issues to be taken into account during consultation include but are not limited to: workloads, student load, curriculum reform and work, health and safety.

d. That course restructures, phasing out and introduction proposals be required to identify and assess impacts on the viability and resources of other existing courses. Where such proposals identify possible impact on staffing, they be treated as matters of organisational change, and be subject to the Managing Change provisions of the Agreement.

e. That management be required to give a written response which considers the feedback received as part of the consultation period about proposals for change. This written response should be given to staff and their unions before any organisational change decisions are finalised and/or implemented. Staff and their unions will have a further 2 weeks from receiving this written response to respond to management’s decision, before a change proceeds.

f. Joint Implementation and Review Committee with Union representatives and Management representatives for each Change Management process.

g. That no employee be declared surplus to requirements unless the work done by the employee is no longer required to be performed by anyone.

h. There will be no spill and fill. Employees will not be required to apply for their own job.

10. Dispute settling procedures

a. The status quo as it stood prior to the matter in dispute arising will stand until the dispute is resolved by the parties.
b. Disputes regarding applications for flexible work may be resolved through the disputes settling procedures of the agreement.

11. Improvements to Parental Leave and Partner Leave

a. That the agreement provide for 36 weeks paid parental leave to all employees who have completed 1 year of service.

b. That the agreement provide a contract extension for fixed term employees on parental leave, or partner leave, such as required to take them to the end of parental leave had they been continuing.

12. Assistance for staff facing Domestic Violence

a. The University will develop an agreed statement of principle on the matter of domestic violence and provide for the development of policies and protocols to address circumstances where an employee is dealing with matters arising from or as a result of domestic violence; which shall include appropriate referral arrangements to relevant agencies, and the promulgation of the policies to staff and especially supervisors.

b. No employee will be disadvantaged in their employment because of the consequences of dealing with matters arising from or as a result of domestic violence; and

c. Sufficient special leave for an employee to deal with matters arising from or as a result of domestic violence, including but not limited to:

- Seeking safe housing;
- Attending medical/counselling appointments;
- Attending court hearings and access legal advice;
- Organising alternate care or education arrangements for children; and
- Rebuilding support networks with children, family or others.

13. Improved Union Rights and Resources

a. 50% time release for the NTEU Branch President.

b. Time release for the NTEU Branch Secretary, Vice-President (Academic), and Vice-President (General Staff).
c. Time will be allowed for any union member authorised by the NTEU to: represent Union members’ interests in industrial matters, in meetings at the University, the FWA or other tribunals.

d. Staff will be able to use their community leave provision to attend State and National Council meetings as representatives of the Branch and to attend Branch Committee meetings.

e. Appropriate rent-free office space on the main campus for use by NTEU Committee members and union members.

14. Provision in the Agreement for Anti-Bullying Procedures

That the Agreement provide a definition of bullying and effective procedures for investigating workplace bullying, which incorporate procedural fairness and independent review of decisions.

15. Improved Workplace Culture

The University will conduct annual Staff Surveys of working conditions and the working environment.

Managers of Faculties and Divisions will have responsibility to:

1. share and discuss annual Staff Survey results with their staff;
2. consult with staff about identifying targets and areas for improvement; and
3. Implement strategies to achieve the targets.

16. Workers Compensation

a. That the Agreement provide for injured staff to receive full pre-injury earnings during incapacity.

b. That the Agreement provide for the University taking out workers compensation insurance to cover each employee for Journey Claims not covered by the NSW Workers Compensation Legislation.

17. Commitments regarding environmental sustainability

a. The University will provide all staff with access to free travel to work on public transport.
b. The University will provide a shuttle bus to and from Lindfield station to Kuring-gai campus.

18. Parking

That the university will arrange preferential access to parking for staff at the Kuring-Gai campus.

19. Complaint handling procedures

That procedures be developed and included in the Agreement for handling complaints made about a staff member by:

a. Another UTS staff member or staff members

b. A student or groups of students

c. Party or parties external to the University

20. Direction to a staff member to undertake medical or psychological assessment

That procedures be developed and included in the Agreement that ensures:

a. Staff member is provided in writing of the grounds for such a direction;

b. Grounds are reasonable and verifiable;

c. The University and the Unions agree on a selection of professionally qualified assessors for this purpose;

d. That the staff member be entitled to provide an assessment from their own medical practitioner or psychologist/counsellor, if they so choose;

e. That the full results of a university directed medical or psychological assessment be made available to the staff member and the staff member can seek further external advice on this assessment if they so choose;

f. That the availability of results of a university directed medical or psychological assessment be strictly limited to specialists within the university who are qualified to interpret the results and their implications;

g. That sufficient information be provided to the staff member to ensure they can provide informed consent for an assessment to be conducted.

21. Christmas – New Year Leave
Clarification of the Christmas to New Year leave provisions

22. No reduction in existing conditions of employment

The Agreement will protect all existing conditions of employment and rights of employees, whether individual, collective or organisational (union rights), whether included in the current Agreements, legal or custom and practice.

23. Community language allowance for all staff

Staff will be paid an allowance when required to use a community language, including a traditional Australian Indigenous language as part of their duties.

24. Implementation Committee

An Implementation Committee will be established to oversee the implementation of all aspects of the Enterprise Agreement.

The Implementation Committee will be composed of equal union and management representation and an agreed chair.

| Claims specific to Casual Staff |

25. Reduction in casualisation of work and clarification of casual positions

a. One fifth reduction in academic casualisation during the life of the agreement.

b. Casual contracts not to be used to meet ongoing needs of the university.

c. Use of casual employment to be limited to purposes specified in the Enterprise Agreement.

d. Purpose of casual employment to be specified on the casual contract.

e. Casual support staff positions to be classified according to current classification descriptors, and by the same HEW standards.

26. Improved rights and representation of casual staff

a. Casual staff to have the same rights as fixed term and continuing staff to performance reviews and procedural fairness in the investigation of complaints.
b. Casuals to be represented on university boards, groups and committees.

**Claims specific to Support Staff**

**26. Disciplinary Procedures and Investigations**

a. Same rights and procedures as Academic Staff.

b. That the facts relating to unsatisfactory performance, alleged misconduct or serious misconduct be investigated by a committee.

c. That the committee investigating the facts is to include a Union nominee.

**27. Salary Steps**

Support Staff on Step 1 of their level to move to Step 2 of their level when the Agreement comes into operation. This will achieve parity with academic staff on Step 1 Levels B, C or D who automatically moved to Step 2 on 1 November 2010.

**28. References to ‘Support Staff’**

‘Support Staff’ to be referred to in the Agreement and Policy as General and Professional Staff. The same terminology to be officially adopted in University style, replacing in all cases the term “support staff”.

**29. Position Descriptions, Classification and Evaluation**

a. All staff, including casual and fixed term staff, will have an agreed position description that matches the job they do, and which is linked to the position classification standards.

b. Position descriptions will be reviewed by supervisors and staff at least once every 3 years, and linked to position classification standards, as part of annual workplan review discussions.

C. All staff to be entitled to independent assessment and review of their classification, without requiring approval by their supervisor. The assessment will be carried out by a committee. Such a committee will comprise an equal number of members nominated by the NTEU and management, with a Chair agreed by the parties. Members of the committee will be trained in objective classification methods against work value descriptors for each salary level with such descriptors forming part of the Agreement.
d. All reclassification applications must be dealt with in a timely manner with successful applications back-dated at least to the date the employee first applied, with an appropriate right of appeal if an application is denied.

e. Classification of positions will not be affected by budgetary considerations but will reflect the level of work a staff member is required to perform.

f. Supervisors must participate in developing position descriptions and may not unreasonably refuse a duly drawn up position description.

g. Research positions to be classified on the duties required, not on the basis of grant funds.

30. Staff Development Fund

That in addition to existing staff development activities and programs, UTS will establish a centrally administrated Staff Development Fund (equal to 1% of total professional staff salaries) to provide real opportunities for staff development. Employees shall be given assistance for development for their current job or for a planned career with the University. Such a Fund will provide:

a. An ability for employees to regularly apply for funded staff development and training programs and activities and allocated staff time against agreed criteria

b. Assistance to pay tuition fees or study costs, including HECS relief, or to reimburse a work area for an employee's absence on an approved study program, provided that the Fund will not be used for management-initiated day-to-day work training.

c. For a transparent and fair distribution of approved staff development opportunities across all classifications, job types and work areas

That a portion of the Fund be reserved for employees who have not previously had development opportunities and for those who have been in the same job for a long time.

31. Mobility, Secondment, Exchange and New Appointment Opportunities

The University shall establish a staff mobility program to give staff the opportunity to have short-term developmental secondments, job exchanges and/or periods of fixed-term appointments, and competitive access to vacant permanent jobs. The principal purpose of this program is to widen the skills and experience of employees and to improve the effectiveness of UTS through reduced staff turnover, lower staff appointment transaction costs and a more experienced and highly skilled workforce:

For this purpose, UTS will take the following initiatives:
a. A secondment register will be maintained to advertise secondment opportunities and to keep a register of secondment positions and interested staff.

b. Professional staff will have the right to apply for fixed term positions on merit either through an agreed secondment arrangement or by assuming a fixed term appointment without giving up permanent employment with the University.

c. All vacancies of up to 12 months, and all leave replacements, will be advertised as internal secondment opportunities in the first instance, and preference will be given to internal applicants for such opportunities.

d. A fixed term staff member will have the right to apply for any continuing job.

Positions must be advertised internally in the first instance, and positions at levels 1-5 will always be given to internal applicants who meet the selection criteria.

**Claims specific to Academic Staff**

**32. Casual Academic Staff**

a. Classifications and activity descriptors to more closely reflect the actual work required of casual academic staff.

b. Casual staff be eligible to apply for internal research funding.

c. Casual staff to be remunerated for research publications produced as a staff member of UTS.

**33. Creation of a category of Scholarly teaching fellows – continuing positions for existing casual and fixed term Australian university staff**

That the Agreement provide for the creation of positions equal to 20% of the EFT for casual academics engaged in teaching at UTS (according to the higher of the current “estimated casual” numbers and the previous “actual casual” numbers reported to DEEWR). These will be new continuing positions created over the period of the next agreement. The scholarly teaching fellows will replace and reduce casual academic teaching positions being used for ongoing work. These positions will be classified as Scholarly Teaching Fellows with an incremental range of 5 steps in the existing academic classification structure, commencing at the Level A PhD point. Scholarly Teaching Fellows will have the right to apply for promotion into ‘integrated’ academic positions at level B or above.

It is understood that these Scholarly Teaching Fellows will be teaching focused positions, with a maximum teaching load of up to 70%, with remaining time being available for other activities (including an entitlement of 20% for scholarship and/or research). The functions of these positions shall be properly defined in the
Agreement, and there will be a capacity for possible access to the full Level B range following a career review in the first 3 years’ of appointment.

That the teaching duties of these positions be made up of no less than 80% of the work previously done by casual employees, and be continuing appointments, either full or part time. The duties of an employee who has been made redundant (voluntary or otherwise) must not be allocated to these new positions within 3 years of the redundancy.

That these positions should be available on an open and competitive basis to any person who has had at least one year’s academic employment experience in an Australian university (but not including a previous or current continuing academic appointment). The above outcomes will require negotiation of the distribution of the various academic functions within the entry level academic workforce. It will also require a comprehensive workload framework which:

a. Protects and strengthens limits on teaching and teaching related duties, particularly for the large number of academic staff with teaching and research responsibilities;

b. Provides job security protection for current and future academic staff who wish to focus on scholarly teaching; and

c. Prohibits the advertising of other new positions, or existing or vacant teaching and research positions, as teaching focused positions.

34. Enhancement of Early Career Development Fellowships Scheme (ECDFs)

a. Improvements to the Early Career Development Fellowships scheme, including but not limited to an increase to 20 Fellowships offered per year.

b. Additional central funding on an annual basis for each Faculty with a casualisation rate above an agreed level, for the creation of a defined number of ECDF positions in that Faculty.

c. Existing casuals at UTS will be considered for these positions before any other applicant.

35. Academic promotions

a. That there is an annual round of promotions of academic staff to levels C, D and E.

b. That all academic staff members at level B, C or D on a continuing appointment or on a fixed term appointment of longer than 12 months has the right to apply for promotion in the annual academic promotion rounds.
c. That an appeals committee be established, and meets anytime where an appeal application is submitted by a staff member whom the Promotions Committee did not recommend promotion.

d. That the academic promotions committee and appeal committee include observers nominated by the Union.