



**National Tertiary
Education Union**

Log of Claims

FIGHTING FOR A FAIR AGREEMENT FOR ALL UNIMELB STAFF





UNIVERSITY OF MELBOURNE NTEU BRANCH LOG OF CLAIMS

NTEU (the **Union**) seeks a single Enterprise Agreement (**Agreement**) with the University of Melbourne (**University**) including the following items. All claims are expressed in relation to the current EA (*University of Melbourne Enterprise Agreement 2018*).

1. Salary Increases and Expiry Date

That the Agreement operate from the date of its approval and have a nominal expiry date of 31 December 2024.

That salary rates and allowances for all NTEU members employed by the University be increased by the greater of 15% (flat) calculated on an expiry to expiry basis or CPI + 1.5% per annum, by 31 December 2024.

SECURITY

2. That the Agreement provide for:

2.1. In relation to **all staff**, that by 31 December 2024, a minimum 80% of all University employees (both in terms of headcount and full-time equivalent) are in continuing employment.

2.2. In relation to **all staff**:

- That, to mitigate against the negative impact 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.
- That there be no forced redundancies for the life of the Agreement.

2.3. In relation to **continuing staff**:

That retrenchment, including voluntary retrenchment, only occur where the work performed in the position is no longer required to be performed by anyone.

2.4. In relation to **fixed term staff**:

- A right to automatic conversion to continuing employment after three years' continuous service or two successive contracts.

- Limitations on the use of fixed-term contracts for teaching, research and other core responsibilities.

2.5. In relation to **casual staff**:

- Insertion of appropriate definitions of work subject to rolled up rates for casual academic staff to prevent undermining of Award standards.
- Improved conversion rights.
- A requirement that the University organise work to minimise casual employment and only use casual employment to perform short term ad hoc work (in keeping with CLAIM 2.1).
- Paid sick leave.
- Academic staff covered by the Agreement will not be responsible for the contracting and payment of casual Academics.

2.6 In relation to **continuing professional staff**:

- An increased minimum of 20 weeks' redundancy pay.
- An increased maximum of 74 weeks' redundancy pay (as presently applies to academic staff under clause 2.21 of the current EA).

3. COVID-19 Safety

That the Agreement provide for:

- Regular and meaningful consultation with the Union, elected HSRs and staff in relation to pandemic and epidemic risk management (including the implementation of Pandemic Orders and other government public health directives).
- Robust procedures for pandemic and epidemic risk identification, assessment and consultation on development of associated safety plans, involving clear lines of accountability, effective and timely communication to affected staff and appropriate training around implementation.
- Free provision of an adequate supply of personal protective and safety monitoring equipment such as rapid antigen tests for diagnostic and voluntary surveillance testing, surgical masks/respirators that meet recommended health standards (currently P2/N95/KN95) to all staff expected to attend campus for work as well as to students and people attending classes.
- Deployment of CO2 monitors in all workplaces, including library spaces.
- Enhanced rights to work from home for all staff (including professional and casual staff) – see CLAIM 7 below.
- Paid Pandemic / Infectious Diseases Leave of up to two weeks on each occasion a staff member is required to self-isolate or quarantine and not able to attend work as a result (including for casual staff) with staff not required to use up personal leave before accessing pandemic leave.

- Appropriate accommodation of increases in workload due to the pandemic (including for casual staff). This shall include increases in workload from additional workplace safety responsibilities; pandemic restructures; new work methods such as hybrid online/ face-to-face teaching; and abrupt changes to teaching modes.
- Provision of adequate resources (support staff, technology and time) to deliver hybrid online/ face-to-face teaching (including for casual staff).
- An express right for casual staff to serve as First Aid Officers, Floor Wardens and HSRs with pay for training and meetings guaranteed if elected/appointed to the role.
- A right to refuse unsafe work.
- A clause expressly acknowledging that provisions in the Enterprise Agreement do not detract from or override the operation of the *Occupational Health and Safety Act 2004* (Vic) (**OHS Act**) by virtue of section 109 of the Commonwealth Constitution, or otherwise affirming that the University will comply with its obligations under the OHS Act.

EQUITY

4. Aboriginal and Torres Strait Islander Employment

That the Agreement provide for:

- An Aboriginal & Torres Strait Islander employment target of 341, equal to 3% of all staff on a headcount basis by 31 December 2024.
- A specific workload model / allocation for Cultural Load for Aboriginal & Torres Strait Islander staff.
- Indigenous cultural awareness and safety training for all staff
- Any selection committee established for an identified position, will comprise at least 50% Aboriginal and Torres Strait Islander Peoples.
- Substitution of Australia Day as a public holiday (consistent with NES).

5. Workloads

That the Agreement provide for:

- Effective hours-linked caps on academic workload.
- Ordinary hours for professional staff to be no more than 36.25 hours per week during the span 8.00am to 6.00pm Monday to Friday.
- Protections against excessive or uncompensated overtime.
- Protections against work intensification as a result of major change.
- When an existing position becomes vacant, the University shall fill such vacancy in a reasonable time.

- A positive duty on the University to prevent excessive workload (including through regular audits of working hours and workload models which accurately reflect the time taken to undertake allocated duties).
- Transparency of workload allocation systems with opportunities for staff to monitor and evaluate workload allocation.
- Timely review of workload based on peer review.

6. Minimum Research Allocation

- 6.1. In relation to all academic employees except for:
- a. Casual academic staff (as defined in CLAIM 2);
 - b. “Research-only” academic staff (being staff who are not engaged to perform teaching at the University);
 - c. Any other categories of staff that arise through member consultation,
- the Agreement is to provide a workload model that, as a baseline or “default”, allocates:
- 40% teaching
 - 40% research and scholarship
 - 20% leadership and service
- 6.2. By agreement, an individual academic and the University may agree to a workload that deviates from the CLAIM 6.1 default. These agreements should generally provide for at least 20% research and scholarship time to maintain discipline currency and staff have the right to terminate such agreements on the provision of reasonable notice.
- 6.3. For the avoidance of doubt, CLAIM 6.1 and CLAIM 6.2 apply to staff converted from fixed-term employment or casual employment.

7. Working From Home

That the Agreement provide for:

- Enhanced rights to work from home for all staff (including professional and casual staff) and appropriate equipment, protections and allowances for staff working from home.
- An express right to work from home when the workplace is unsafe due to the staff member’s health conditions.
- Where additional equipment/materials or services are needed, for University work, where work from home is reasonable or required, this will be provided by the University; and any use of extant home equipment / materials or services (eg. computer, Internet connection) will be the subject of an adequate University financial contribution (eg. in the form of a fortnightly allowance).

8. Right to Disconnect

That the Agreement provide a right for staff to switch off their digital tools (including means of communication for work purposes) outside their working time without facing consequences for not replying to e-mails, phone calls or text messages.

9. Working on Campus

When working on campus, adequate work facilities, including a desk and applicable equipment (eg. computer, Internet connection) will be provided to all staff, including casuals.

10. PhD Rate of Pay

That the Agreement ensure that academic employees (whether ongoing, fixed-term or casual) who possess a doctoral qualification continue to be paid, at a minimum, by reference to the sixth increment of the Level A scale, regardless of whether the PhD is explicitly required by the University.

11. Superannuation

That the Agreement provide for:

- Maintenance of UniSuper as the default superannuation fund to the extent permitted by legislation.
- 17% employer superannuation contribution for all employees (including casual employees).

12. Gender Affirmation Leave

That the Agreement provide for a total of 30 days paid gender affirmation leave per annum for essential and necessary gender affirmation procedures, inclusive but not limited to medical, psychological, surgical, legal status and documentation amendment appointments.

13. Gender Equity

That the Agreement provide for:

13.1. Equity on selection panels

- Gender equity on all employment selection and promotion panels and an obligation of reasonable endeavours to ensure that these panels are representative of the University's diverse workforce.
- A requirement that the University report annually on the composition of all employment selection and promotion panels.
- A requirement that the University report annually on the number of staff appointed to positions in circumstances where there was no open selection process.

13.2. Academic confirmation

That any period of absence on parental leave or due to caring responsibilities not be included in the assessment period, at the request of the staff member.

13.3. Parental leave

- Provision of improved parental leave entitlements.
- Provision of improved partner leave entitlements.
- Provision of paid parental leave entitlements to casual employees.

13.4. Public holidays

- That employees be entitled to the Labour Day and Melbourne Cup Day public holidays without loss of pay and that the University is closed between Boxing Day and New Year's Day without loss of pay.
- That the University will not schedule examinations on public holidays.

13.5. Breastfeeding facilities

Provision of paid lactation breaks and an entitlement to safe, secure and private breastfeeding facilities, including access to safe refrigeration.

13.6. Sexual harassment and assault

- Improved protections for staff members who make complaints about sexual harassment and assault.
- Limitations on the use of non-disclosure agreements in relation to sexual harassment or sexual assault complaints/claims at the University.
- That the University be required to report annually to all staff on data on sexual harassment and sexual assault at the University.

13.7. Domestic Violence Leave

Improved provisions on domestic violence leave, including up to 30 days paid leave available per annum.

13.8. Job-sharing

Access to job-share arrangements to assist staff in progressing their careers while working part-time.

13.9. Carers Leave

Provision of improved personal / carers' leave entitlements.

14. Regulation of Working Conditions of Contractors

That the Agreement provide for parity of terms and conditions between employees and contractors performing similar work.

15. Intellectual Property

That the Agreement transfer to academic staff, ownership in the intellectual property with respect to teaching outputs with an appropriate licence retained by the University.

That any licence contemplated under such a provision limit the University's rights to use audio-visual content that is substantially similar in purpose or form to a lecture or workshop, to the longest of the duration of the employment of academic staff member creators of the content.

16. Reasonable Adjustments

Provision of reasonable adjustments and accommodations for employees with disability and other such actions that will ensure the University of Melbourne is an inclusive and enabling place of work for all employees.

GOOD GOVERNANCE

17. Staff Oversight Committees

That the Agreement provide for:

- The establishment of Faculty/Division-based and university-wide Staff Oversight Committees to:
 - Regularly consult with staff around working conditions through meetings and open forums.
 - Develop annual reports compiling staff concerns around working conditions and including recommendations for amelioration.
- The Faculty/Division-based Staff Oversight Committees to consist of members directly elected by staff of the Faculty/Division and the university-wide Staff Oversight Committee to consist of a representative each from the Faculty/Division-based staff consultative committees.
- The relevant Dean (or Head of Division) to provide a written response to the Faculty/Division Staff Oversight Committee's annual report on working conditions (including its recommendations).
- The Vice-Chancellor to provide:
 - a written response to the university Staff Oversight Committee's annual report on working conditions (including its recommendations).
 - a copy of the university Staff Oversight Committee's annual report on working conditions as well as the Vice-Chancellor's written response to University Council.

- The adequate resourcing of the workings of the Staff Oversight Committees (including through time release for members and provision of administrative support).

18. 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:

- Rent-free office space and facilities.
- Time release for union representatives for performance of their roles.
- Access to staff email and mailing lists.
- All staff inductions to include NTEU during formal sessions.
- Timely resolution of disputes raised by the Union.

19. Freedom of Speech and Participation

That the Agreement protect freedom of speech and participation of all staff (including professional and casual staff) specifically the rights and freedoms of staff members:

- 19.1. to comment and engage in public debate, including on the operation and governance of the University; and
- 19.2. to participate in institutions of governance within the University.

20. Academic Freedom

That the Agreement protect academic freedom in accordance with 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.

21. Regulating Executive Salaries

Given the objective interest all employees and the Union have in the distribution of employee benefits across the whole workforce, that the Agreement provide for:

- Annual publication of the remuneration of the University's 20 highest paid positions, including the processes and principles for determining such remuneration, together with a 10-year analysis of the ratio between the remuneration of the Vice-Chancellor and Level A Step 1 salary.
- Annual consultation with staff and the Union on the principles and processes for determining the remuneration of the University's 20 highest paid positions, and publication of key findings to University Council.