

## **NTEU University of Sydney – Enterprise Bargaining**

Following members' decision on April 18 to conditionally accept the agreement, this document provides a summary of what is contained in the proposed EA. The underlined headings after most items refer to the title of the clause in the separately circulated document.

The document breaks the progress up into the following 11 sections:

1. Pay and Expiry.
2. Leave.
3. Aboriginal and Torres Strait Islander matters.
4. Issues affecting all staff.
5. All casual staff.
6. Professional staff matters.
7. Academic issues.
8. Academic casual issues.
9. Other groups.
10. Log issues not achieved.
11. Attacks successfully opposed.

### **Pay and Expiry**

#### *Pay increases* ('Salary and salary increases')

- Administrative Pay increase in June 2022 of 2.1% (not part of the negotiations)
- Pay increase end of June 2023 of 4.6%.
- Pay increase end of June 2024 of 3.75%.
- Pay increase end of June 2025 of 3.75%.
- Pay increase start of June 2026 of 4.0%

#### *Bonus Payments* ('Salary and salary increases')

- \$1,000 paid in June 2022 (administrative payment not part of the negotiations)
- \$2,000 all staff (not pro rata) end of June 2023.

#### *Expiry*

- Proposed expiry date of 1 June 2026.

### **Leave**

#### *Gender Affirmation Leave – new condition.* ('Gender transition and affirmation leave', 'Personal leave')

- The parties have agreed to the introduction of a 30-day pool of leave for staff to use for the purposes of Gender Affirmation.

- Staff will also be entitled to use their full amount of personal leave, a further 50 days per year, for the purposes of Gender Affirmation. Staff will not be required to provide medical certificates on an on-going basis for leave less than 5 days and leave for this purpose will not count towards the number of days a staff member can take without certification.

*Menstruation and Menopause Leave – new condition ('Personal leave')*

- Staff will be entitled to use their full entitlement of personal leave, 50 days per year, for menstruation and menopause reasons. Staff will only be required to provide medical certificates once per year and leave for this purpose will not count towards the number of days a staff member can take without certification.

*Assisted Reproduction Leave – new condition ('Personal leave')*

- Staff will be able to access their full entitlement of personal leave, 50 days per year, for all assisted reproduction purposes (not just medical procedures). Staff will only be required to provide medical certificates once per year and leave for this purpose will not count towards the number of days a staff member can take without certification.

*Natural Disaster Leave – new condition ('Special leave')*

- Staff affected by natural disasters will now be entitled to 5 days paid leave per year.

*Compassionate Leave – changed entitlement ('Compassionate leave')*

- Bereavement leave has been increased to 5 days per occasion – previously 2 days per occasion.

*Domestic and Family Violence Leave – changed entitlement ('Family and domestic violence leave')*

- Casual staff now have an entitlement to 10 days paid domestic and family violence leave per year – previously casuals were only entitled to unpaid leave.

*Emergency Services Leave – changed entitlement ('Emergency Services leave')*

- Emergency services leave has been increased to 10 days per year – previously 3 days per year.

*Parental Leave – changed entitlement ('Parental leave')*

- Staff have access to extended parental leave, 22 weeks, after 12 months of service. Previously staff needed to serve 2 years to access the extended parental leave. The extended period is in addition to the 14 week standard period. This means staff will be entitled to 36 weeks of parental leave after 1 year of service.
- If both parents work at the University they will now be able to split 10 weeks of the leave to be taken concurrently. This is in addition to partner leave.

- The requirement for staff to return to work following extended parental leave has been removed. Previously if a staff member did not return for a minimum of 6 months they would have to repay the entitlement. This no longer applies.
- Staff are now able to take extended parental leave immediately following a period of parental leave. Previously staff had to return to work for a period of at least 12 months prior to being eligible for extended parental leave.
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### **Aboriginal and Torres Strait Islander Matters**

#### *Aboriginal and Torres Strait Islander Employment Target (‘Aboriginal & Torres Strait Islander Employment Strategy’)*

- Commitment to pursue population parity, which is currently 3.8%, in the life of the next agreement. The parity target will be taken as met if the new Indigenous Joint Consultative Committee is satisfied that best efforts to achieve it have been taken.

#### *Introduction of dedicated Joint Consultative Committee – new condition (‘Consultation procedures’)*

- The Agreement will include a new Committee of Aboriginal and Torres Strait Islander staff to consult on issues affecting their work, conditions, and safety.
- The Committee will be involved in creating a first ever cultural safety policy.
- The Committee will provide oversight on the implementation of Aboriginal Employment targets.

#### *Cultural Safety Policy – new condition (‘Cultural safety’)*

- The Agreement creates a requirement to introduce a comprehensive Aboriginal and Torres Strait Islander Cultural Safety Policy.
- The policy will be created with involvement from Aboriginal and Torres Strait Islander Staff and the Aboriginal and Torres Strait Islander JCC.

#### *Recognition of Cultural Load – new condition (‘Recognition of Aboriginal and Torres Strait Islander work’)*

- The Agreement provides for the recognition of extra duties and load for Aboriginal and Torres Strait Islander staff.
- The Agreement makes it clear that no Aboriginal or Torres Strait Islander Staff member is required to undertake cultural work beyond their position description if they choose not to.

#### *Proportionate Employment – new condition (‘Aboriginal & Torres Strait Islander Employment Strategy’)*

- The Agreement introduces requirements to ensure that Aboriginal and Torres Strait Islander Staff are employed proportionally across all forms of employment. This will ensure that the University does not meet its Employment targets by employing large numbers of Aboriginal and Torres Strait Islander staff in casual and fixed-term roles.

- The Agreement introduces new requirements to ensure that Aboriginal and Torres Strait Islanders staff are employed across all areas of the University and at all levels of employment.

*Aboriginal and Torres Strait Islander Language Allowance – new condition ('Aboriginal and Torres Strait Islander Language Allowance')*

- The Agreement introduced a new Aboriginal and Torres Strait Islander Language Allowance.
- The Allowance recognises two levels of use and proficiency in a native language.

**Issues Affecting All Staff**

*Change Management – changed condition ('Managing workplace change')*

- The Agreement provides an improved preliminary consultation process.
- Consideration must be given in change proposals to their effect on Aboriginal and Torres Strait Islander staff.
- Positions cannot be abolished as a result of a change process unless workload implications have been addressed.
- A new review process that requires management to measure the actual success of any changes, and also review any workload issues that have arisen as a result of the change.
- Staff must be consulted as a part of the review.
- Where appropriate the review should be conducted by an external person who is without conflict. The choice of an external and internal chair is part of the original change process discussions.

*Medical Retirement – changed condition ('Medical termination')*

- The payment for a staff member being medically retired has been increased from 4 – 8 weeks of salary to 6 months' salary.

*University Concessional Days – new condition ('Requirements to Work on Concessional Days')*

- Where the University requires staff to work on university concessional days they must first seek volunteers, and must take all appropriate volunteers prior to directing staff to work.
- Any requirement to work on concessional days must be communicated at least 6 weeks in advance of the period.

*Access to Annual Leave – new conditions ('Annual leave')*

- The Agreement will place limitations on management's right to have periods in which staff are restricted from accessing leave.
- The Agreement will provide improved tracking of leave applications so the union can better determine to the extent that areas are unreasonably denying leave.

*Increments – new condition (‘Incremental progression’)*

- Unpaid parental leave will not impact a staff member’s ability to progress to the next increment.

*Bullying and Harassment (‘Workplace conduct, diversity, anti-discrimination, bullying and harassment’)*

- Minor Improvements to the clauses for the prevention and stopping of bullying.

*Disability and Lived Experience – new conditions (‘Disability and Lived Experience’)*

- The Agreement will include new provisions that allow the monitoring and review of disability employment across the University.
- Over the life of the Agreement the parties will gather and review the data to improve employment and employment opportunities.

*Fixed-term and Casual Conversion – changed provisions (‘Casual conversion’)*

- The Agreement strengthens the restrictions on management to reject applications for conversion from fixed-term or casual to more secure employment.
- Applications cannot be rejected on financial grounds where the position will continue to be performed by a non-permanent staff member.
- Increased limitations on rejecting applications due to the future needs of the University. Applications for conversion can only be rejected due to the candidate not meeting the “requirements” for the role rather than its “future expectations”.

*Mental Health Management – new condition (‘Mental health training’)*

- The Agreement contains a new requirement that all managers must undergo mental health training.

**All Casual Staff**

*Sick Leave for Casuals – new condition (‘Special Leave for casuals policy entitlement’)*

- The Agreement will include a provision that will require management to introduce and maintain 5 days of special paid leave to cover casuals who need to take time off due to illness or injury.

**Professional Staff Issues**

*Workloads – changed and new conditions (‘Workloads for professional staff’)*

- Positions cannot be abolished in a change process unless any workload implications have been specifically addressed.
- Workloads to be reviewed proactively on a regular basis.

- Introduction of a new appeal panel for workload appeals. Whereas previously appeals went straight to the Chief Human Resources Officer, they will now go to a panel consisting of a management representative, a union representative and an agreed internal chair for a recommendation.
- Where a staff member is seeking a review of their workload they will not have to perform excess work and cannot face performance or conduct actions as a result of refusing to undertake the extra work.
- Vacant positions and leave must be factored into assessments of workload.

*Redeployment – new conditions (‘Redeployment and redundancy’)*

- Professional staff on HEO 1 – 7 will have an extended paid redeployment period of 6 months (providing a total redeployment period of 9 months) for the life of the Agreement, entirely funded by the University.
- Professional Staff at HEO 8 and above, and all Academic staff, retain their current 13 week redeployment period.

*Access to Flexible Working Arrangements Including Working from Home – changed conditions (‘Working remotely’)*

- Added limitations on management rejecting Flexible Working Arrangements.
- Management can only reject a request to work from home where they can demonstrate that the working from home arrangement cannot meet the working requirements of the University.
- Management are prohibited from creating events or meetings that are designed to limit staff flexibility to work from home.

*Overtime – changed right (‘Interaction with overtime’)*

- Stronger limitations on management seeking to require staff to work extra hours by having them take flexitime rather than paying overtime.

*Internal Advertising (‘Advertising professional staff vacancies’)*

- Management sought to remove internal advertising for all staff. Currently they must advertise all roles up to and including HEO 9 internally for 6 days prior to advertising externally.
- The NTEU fought to retain internal advertising, and management have agreed to retain internal advertising for all roles up to and including HEO 7.
- Management are encouraged to advertise all positions internally, allowing managers who are willing to recruit from within to do so.
- The NTEU retained the requirement that internal candidates up to and including HEO 5 must be offered the role where they meet the requirements.

*Eligibility List ('Advertising professional staff vacancies')*

- The Agreement will see the introduction of eligibility lists for Professional Staff recruitment.
- The lists will require that where an internal candidate at any level was deemed appointable, but did not get the role, should a similar job at any level be required within a defined period, the appointable internal candidate will be considered for the job and the job will not be advertised externally.

*Right to Disconnect – new condition ('Draft right to disconnect')*

- The Agreement will include a right that staff cannot be expected or required to monitor emails or other University systems when they are not at work.

*Flexitime – changed condition.*

- The Agreement strengthens the limitations on management's ability to reject applications for flexitime.

*Professional Staff Development Fund (PSDF) – changed right ('Professional Staff Development Fund')*

- The PSDF is a training fund that allows staff to undertake next-step career training. It is not a fund for management to use to train staff in their current job. The Agreement increases the value of the Fund by 10% from \$2 million to \$2.2 million.
- The Agreement also creates a new role to administer the fund. This role will ensure that the fund is correctly spent on staff-chosen development options as there were previously issues with local managers using the fund for on-the-job training.

*Performance Management – changed right ('Individual metrics')*

- The Agreement will include a provision that prohibits management from using department-wide metrics and performance results against individual staff. Staff performance evaluation will be limited only to the staff member's individual performance.

*Increments – new condition ('Recognition of service increments when changing jobs')*

- Staff who move from one role in the University to a similar role in the University must have their existing increments recognised. This has previously been at the discretion of the local hiring manager.

*Reclassification – changed condition ('Reclassification of position')*

- Where a staff member or manager has their position downgraded through the reclassification process, the staff member will retain access to their current classification, including all future increases and increments, if the position is downgraded. Previously this was disputed by some local managers who sought to retain current salary but not future increments and salary increases.

## **Academic Issues**

### *Protection of 40/40/20 – retained condition ('Workload allocation principles')*

- Management's major claim was to remove the right of staff to work 40:40:20.
- The University has dropped its claim to remove the right of balanced academic staff to have 40% teaching, 40% research and 20% service. This remains the default for all staff unless they agree to work otherwise. All aspects – teaching, research, and service – have been protected.
- Staff will retain the option to have a different breakdown where such an arrangement suits both the staff member and the University.

### *Academic Workload Allocation – retained all committees, introduced new processes ('Workload allocation policy')*

- Faculty workload committees, which management initially wanted to abolish, have been retained.
- New process introduced where workload models cannot be agreed.
- In the first instance any intractable disputes will go to the Central Workload Committee for advice and assistance.
- Where this does not resolve the issues, the Provost will have the right to make a determination.
- Management wanted this right to be the final right. However, it is agreed that this right comes before the local staff vote on the new workload model.
- If staff disagree with the model proposed by the committee or the Provost, they retain the right to reject the model at the vote.

### *Academic Workloads (Excess Workloads) – new provision ('Workload review panel')*

- The Agreement introduces an appeal mechanism for unreasonable Academic Workloads.
- Whereas previously the final appeal over excessive work was to management, the Agreement will see the introduction of a new appeal mechanism.
- Where workloads cannot be agreed at the local level the matter will be referred to a committee consisting of an NTEU representative, a management representative, and an agreed internal chair.
- Management will not be able to overrule the decision of this committee.

### *Education Focused Roles (EFRs) – new provisions ('Education-focused roles')*

- There is currently no limit on the number or percentage of EFRs that management can have, as the 120-person external hiring cap expired in 2021.
- The proposed Agreement caps the number of EFRs at 25% of all non-casual teaching staff.
- Currently EFRs can be given a 70% teaching load, which can be extended to 80% "by Agreement".



- EFRs will have an absolute maximum teaching load of 70%.
- “Reasonable” normative expected workload allocations to be developed within 12 months of Agreement.
- A 10% reduction in education focused teaching load for 2 years for Levels A and B (and Level C staff who have not held a substantive academic position for two years), with capacity to request 1 year extension.
- A right to transition to a balanced (40/40/20) position after 4 years, plus a calendar year’s notice, provided: (a) the staff member has developed an approved research plan; (b) they have met expectations for research and GLE relative to opportunity; and (c) this has been approved by Dean and DVCE/DVCR, where such approval cannot be unreasonably withheld.
- The ability to transition to 40:40:20 prior to this time through agreement with management.
- All EFRs seeking a review of their workloads will have access to the three-person Committee (see previous item)

### **Academic Casuals**

#### *Decasualisation – new provisions (‘Reduced reliance upon casual academic employment and investment in continuing staff’)*

- The University will create 330 new ongoing roles (in addition to filling current vacant positions).
- 110 of these roles will be 40:40:20 with 50% of them (55) to be pathway roles for existing casuals into 40:40:20 positions. The successful staff will have a 40:40:20 allocation from the start of their employment but will have reduced research expectations as early career researchers.
- 220 of the roles will be EFRs. 25% of these roles will be specifically designated for internal applicants.
- The University will reduce the percentage of casual academic staff as a percentage of total academic FTE by 20% from 2021 numbers.

#### *Payment for all Hours Worked – new condition (‘Review of allocation of hours’)*

- The Agreement will include a provision that states that casual academic staff must be paid for all work they are required to perform.
- The Agreement will include an additional provision that allows academic casual staff to have any work allocation, or lack of allocation, reviewed so that no unpaid work will be demanded.
- Minimum 2 hour engagement when required to attend campus.
- Definitions in the agreement of lectures and tutorials updated, to avoid misclassification.

#### *PhD Fellows – new condition ('PhD fellowships')*

- The Agreement will see the introduction of a PhD Fellowship position. These positions will give PhD students the possibility of obtaining a 3-year fixed-term role instead of undertaking rolling casual contracts.
- PhD students will have the option of casual roles or applying for a Fellowship. Management will use the equivalent of the casual academic staff calculations in the allocation of hours for teaching (eg for tutorials)

#### Other Groups – Centre for English Teaching Schedule and VET Teaching Schedule

- VET schedule: minor improvements ('Schedule 6')
- CET: transfer of all ongoing staff off funding-contingent positions and onto the professional conditions in the rest of the agreement ('Schedule 5')

#### **Claims in NTEU Log we were unable to achieve**

*There are many issues in the NTEU log that have not been achieved. These include:*

- No forced redundancies through indefinite redeployment.
- No change process to be implemented without staff approval.
- A limit of 120 EFRs filled through external advertisement.
- Automatic conversion after 2 contracts.
- Only one change process per staff member over the life of the Agreement.
- 17% superannuation for casuals.
- Commitment not to use wall boards to publicly rank professional staff performance
- No surveillance (CCTV or otherwise) of workspaces and lunch areas
- Publication of management KPIs
- Improved trade union leave of 10 days per year
- climate emergency clause

#### **Management attacks that have been dropped**

*There were numerous issues in management's log that they have dropped. These include:*

- Removal of right to 40:40:20 (claim dropped – NTEU retained right for staff to work 40:40:20).
- Periodic employment - introducing teaching only roles for teaching periods (claim dropped – NTEU protected the right of ongoing and fixed-term staff to have a research and service allocation).
- Removal of leave loading for higher-paid staff (claim dropped – NTEU retained leave loading for all staff).
- Remove Academic Workload Committees (claim dropped – NTEU retained the Committees).
- Weaken the dispute resolution clause (claim dropped – NTEU retained current provisions).

- Completely remove the requirement to advertise internally for Professional Staff roles (NTEU retained the requirement up to and including HEO 7, and the Agreement will require management to consider internal advertising and recruitment for all other levels).
- Stop the rollover of unused money in the Professional Staff Development Fund (claim dropped – NTEU retained long term rollover).
- Reduce the number of hours for which a casual staff member can be engaged in a single instance (claim dropped – NTEU retained the current provisions, with a modification in casual staff's favour, allowing them to split the three hours over several occasions *if and only if they choose to*, without any right for management to impose this on them: see the clause on p.2 of the separately circulated consolidated clauses document).
- Massive reduction in the number of continuing staff obliged to be employed in the Centre for English Teaching (NTEU has retained 22.5 positions, which covers all existing ongoing staff).