

**National  
Tertiary  
Education  
Industry  
Unlon**



**University of New South Wales Branch**

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Professor Fred Hilmer

Vice-Chancellor

University of New South Wales

Via email: [vice-chancellor@unsw.edu.au](mailto:vice-chancellor@unsw.edu.au)

Friday 27 September 2013

Dear Professor Hilmer,

Please find attached the National Tertiary Education Industry Union's Log of Claims for a new Union Collective Agreement with the University of New South Wales under the Fair Work Act. The NTEU seeks to include in that Agreement the pay and conditions for its members as set out in the attached Log.

You will note from the Log that the NTEU is seeking an agreement until 30 June 2016. We seek commencement of bargaining negotiations with the University of New South Wales management at your earliest convenience, and to conclude an Agreement within three months. To this end, the NTEU proposes full day bargaining be scheduled on a weekly basis, moving to more intensive bargaining sessions as needed.

All correspondence should be directed to Jeane Wells at [nteu@unsw.edu.au](mailto:nteu@unsw.edu.au).

We wish to arrange a time to meet with the University's Bargaining Team in the week commencing Monday 21 October 2013, by which time the University should be in a position to respond substantively to the Union's Log.

Please let me know when your bargaining team would be available to meet.

Yours sincerely,

Sarah Gregson

President

NTEU UNSW Branch

## Without Prejudice

### NTEU University of New South Wales Branch - 2013 Enterprise Bargaining Claims

The University of New South Wales Branch of the NTEU seeks to negotiate a single-enterprise agreement to cover all academic, professional and teaching staff employed by the University of New South Wales and its wholly or majority owned and controlled entities.

To this end the University of New South Wales Branch of the NTEU makes the following claims:

#### **1 Operation of the Agreement**

That the Agreement operates from seven days after the date of its approval and has a nominal expiry date of 30 June 2016.

#### **2 Commitment to Further Negotiations**

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

#### **3 No Diminution of Conditions of Employment**

That the Agreement protects all existing conditions of employment and rights of employees, whether individual, collective or organisational (union rights), whether included in current Agreements or not, and whether currently legal rights or custom and practice.

#### **4 Salary Increases**

That the Agreement provides for an increase in salary rates for all staff of 7% per annum until 30 June 2016, in addition to the salary increases contained in the existing agreements.

#### **5 Superannuation**

That the Agreement provides for University superannuation contributions of 17% over the life of the Agreement for all staff members.

That the Agreement incorporates, or provides for the incorporation of, the outcomes of the deliberations of the UniSuper Working Party involving the Board of UniSuper, Universities Australia and the NTEU (insofar as these pertain to the employment relationship or the relationship between the University and the NTEU).

That the Agreement provides that from 1 July 2013 all employer superannuation contributions for staff members will not be subject to an age-related ceiling.

#### **6 Workers Compensation Insurance**

That the Agreement provides for the University to take out workers compensation insurance to ensure injured staff receive 100% of their pre-injury earnings until they can return to work or until retirement.

That the Agreement provides for the University to take out workers compensation insurance to cover each employee in NSW, for journey claims not covered by NSW workers compensation legislation.

#### **7 Professional Staff Claims**

##### **7.1 Classification Procedures**

a) That the job of each member of professional staff, including casual professional staff, be classified in accordance with the following procedures and criteria:

b) All staff will have an agreed position description that matches the job they do, and position descriptions must be jointly reviewed at least once every five years or more frequently as part of annual review discussions. Position descriptions will be linked to relevant descriptors and position classification standards relevant to the work being performed.

c) That the Agreement ensures that each employee, including casual employees, has a clear entitlement to be classified at whichever classification corresponds to the work performed by the employee for the employer

d) All professional staff will have regular access to an independent assessment or review of their classification. In order to seek an assessment, a professional staff member will not need advance approval from their supervisor. The independent assessment will be carried out by a committee, the members of which have been trained in objective classification methods against work value descriptors for each salary level and with such descriptors directly forming part of the Enterprise Agreement. Such a committee will comprise an equal number of members nominated by the NTEU and the University management with a Chair agreed by the parties.

e) All re-classification applications must be dealt with in a timely manner, with successful applications back-dated at least to the date the member of professional staff first applied, with an appropriate right of appeal if an application is denied.

f) No classification decision will be influenced by budgetary considerations.

## 7.2 Staff Development Fund

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

(b) An ability for employees to regularly apply for funded staff development and training programs and activities against agreed criteria.

(c) 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 or activity, provided that the Fund will not be used for management-initiated day-to-day work training.

(d) For a transparent and fair distribution of approved staff development opportunities across all professional staff classifications

(e) That some of the Staff Development Fund should 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.

## 7.3 Mobility, Secondment, Exchange and New Appointment Opportunities

The University will 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 such a program is to widen the skills and experience of employees and to improve the efficiency and effectiveness of the University through reduced staff turnover, lower staff appointment transaction costs and a more experienced and highly skilled workforce.

For this purpose, the University 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) General 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 permanent job.

(e) 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.

(f) That the Agreement provides improved conversion for casual Professional Staff to ongoing positions.

#### 7.4 Excessive Workloads

That the Agreement provides that the University will take all reasonable steps to ensure that employees are not working hours in excess of the ordinary hours of work prescribed by the Agreement, except in circumstances where the employee is receiving the appropriate overtime as prescribed. All professional staff will have the opportunity to accumulate flex-time and such accumulations will only be reduced by time taken.

7.5 That Professional Staff casuals be provided with paid induction and professional development.

### 8 Contract Research Staff

a) That the Agreement provides for Contract Research Staff to have improved access to ongoing employment, and improved employment conditions generally.

b) That the Agreement provide that Contract Research Staff have improved access to training and development, by way of centrally-funded professional development.

c) That all Contract Research Staff be classified according to the work required by the position. That the Agreement ensure that any incorrect characterisation of the classification of a Contract Research position be remedied by the terms of this Agreement. Research positions must be classified on the duties required, not on the basis of the grant funds applied for or received.

d) That Contract Research Staff who are Professional Staff with PhDs are provided with the same rights to career opportunities as Academic Staff.

### 9 Indigenous Employment

The University will review and improve its Indigenous Employment Strategy (including setting new binding targets) and incorporate these within the Agreement. In particular the Indigenous Employment Strategy will:

a. clearly define a numeric Aboriginal and/or Torres Strait Islander employment target; and

b. establish a committee to oversee the implementation of the University's Indigenous Employment Strategy and monitor the fulfilment of the specified target levels.

The Agreement will provide for the appointment of a Pro Vice-Chancellor (Indigenous) and the maintenance of an Indigenous Employment Co-ordinator.

The Agreement will provide for paid Indigenous cultural/ceremonial leave, an Indigenous Language Allowance and other improved conditions of employment.

### 10 Academic Workforce Issues

#### 10.1 Scholarly Teaching Fellows

That the Agreement provides for the creation of positions equal to 20% of the EFT for casual academics engaged in teaching at the University (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, to permanently replace and reduce casual academic teaching employment and to be classified as Scholarly Teaching Fellows with an incremental range of 5 steps in the existing structure, commencing at the PhD point. The functions of these positions will be properly defined in the Agreement, and there will be a capacity for access to the full Level B range following a review in the first 3 years of appointment.

It is understood that these Scholarly Teaching Fellows will usually be teaching focused positions, with a maximum teaching load of up to 50%, with remaining time being available for other activities (including an entitlement of 20% for scholarship and/or research).

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 time 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 continuing academic appointment). The above outcomes will require negotiation of the distribution of the various academic functions within the entry-level academic workforce.

Such positions will 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 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 focussed positions.

#### 10.2 Early Career Development Fellowships

That the Agreement provide for greater job security for early career Academic staff. That the Agreement provides for the advertisement and appointment of centrally-funded Early Career Development Fellowships for existing casual academic staff.

#### 10.3 Improved Conditions for Casual Academic Employees

That the Agreement provides for improved conditions for casual staff members. These will include but not be limited to: improved marking arrangements, training, mentoring, networking and employment opportunities for casual employees, improved casual recruitment and retention practices, improved access to facilities etc.

#### 10.4 Academic Workloads

That the Agreement provides for each academic staff member, an effective and quantifiable periodic cap on the hours to be worked in teaching and related duties or on measurable student load, based on a fair average assessment of the time associated with those teaching responsibilities, and with appropriate reductions for all forms of leave, significant other allocated duties, ssp and excess-carry-over arrangements, and a limit or limits on the period during which an employee can be required to teach.

That the Agreement stipulates that any leave taken for the entire twelve weeks of teaching in a semester expends all teaching and teaching related workload for that semester.

That the Agreement will improve the allocation of teaching and related work, research work and service work.

That specific provision be made in academic workload models and allocations for the time staff require to undertake professional development for career progression and professional learning related to the requirements of their position.



That the agreement will improve the regulation of CATEI.

### **11 Working Environment at the University**

That the Agreement provide commitments to healthy and safe workplaces, with health and safety training and procedures for representation of staff. The Agreement will improve the representation of Health and Safety Representatives as agreed by the parties.

That the Agreement provide for fair treatment of employees, the resolution of disputes, and remedial action to follow breaches of the Agreement.

That the Agreement provide for equity in all elements of work, and ensure that workplaces that are free from discrimination of any kind.

That where any inequities between Academic and General Staff employment conditions are identified, they will be improved to the higher standard.

### **12 Domestic Violence**

That the Agreement:

- a. Includes an agreed statement of principle about domestic violence,
- b. Provides for the joint development of policies and protocols to address circumstances where a staff member is dealing with matters arising from domestic violence including referral to relevant agencies and that such policies and protocols will be properly notified to staff and supervisors,
- c. Provides that no staff member will be disadvantaged in her/his employment because of the consequences of his/her dealing with matters arising from domestic violence; and
- d. Provides for the granting of sufficient special leave for a staff member to deal with matters arising from domestic violence, including but not limited to the need to:
  - i. Seek safe housing;
  - ii. Attend medical/counselling appointments;
  - iii. Attend court hearings and access legal advice;
  - iv. Organise alternate care or education arrangements for children; and
  - v. Rebuild support networks with children, family or others.

### **13 Intellectual Freedom**

That the Agreement provides for improvements in the current intellectual freedom provisions for all staff. That the University will review existing policies to ensure that they are consistent with this clause.

### **14 Environmental Sustainability**

That the University will take steps to reduce its carbon emissions and ensure all its operations are environmentally sustainable in order to secure long term sustainability of conditions for university employment and staff job security. Further, that staff be protected from being disadvantaged in their employment as a result of raising issues related to environmental responsibility in the workplace. That NTEU members will be represented in a joint Union and Management Environment Committee to progress these goals.

### **15 Managing Change**

- a) That the Agreement provides Professional Staff with redundancy entitlements on par with those of Academic Staff.
- (b) That the Agreement provides that an employee can be declared surplus to requirements only in circumstances where none of the work done by the employee is required to be performed by anyone.
- (c) That the Agreement provides improved consultation arrangements prior to organisational change, including consultation through local workgroup and individual meetings with staff whose positions have not been identified for potential redundancies to consider the implications of the potential redundancies, taking into account:
  - (i) Workloads;
  - (ii) Student load;
  - (iii) Curriculum reform; and
  - (iv) Work Health and Safety.

#### **16 Job Security**

- (a) That the Agreement provides commitments that the University will not use retrospective performance criteria for staff in either its management of staff performance or its management of change.
- (b) That the Agreement provide for the maintenance of the overall size of the University's continuing workforce over the life of the Agreement and will provide arrangements to ensure that redundancy will only be used where the relevant work is no longer required.
- (c) That the Agreement provides career development opportunities for all new Level B staff including, but not limited to, an entitlement to an annual \$5,000 research account to develop an annual research plan.
- (d) That the job security of Teachers employed in UNSW Global is improved.

#### **17 Fixed-Term Employment**

That the criteria for the use of fixed term contracts be limited to those which applied at the University as at April 2005.

#### **18 Limiting Insecure Work**

That the Agreement will limit the use of casuals and fixed term employees, and ensure that ongoing work is performed by permanent staff. That contracts of employment will advise the reason or reasons that employment is offered on a fixed term or casual basis. That the agreement will provide a mechanism for correcting situations where positions are incorrectly characterised as fixed term. That the agreement will provide employees on fixed-term contracts an entitlement to conversion to ongoing employment in certain circumstances.

#### **19 Workplace Bullying**

That the Agreement will include procedures to deal with workplace bullying.

#### **20 Pay Equity**

That the Agreement provide for provision of information to the NTEU and staff on pay relativities between men and women, including committing that the University publishes an annual report on pay relativities, which reviews all components of salaries and pay. Further, that the University acts to immediately remedy any pay inequity identified by these annual reviews, via measures involving consultation and agreement of the NTEU.

#### **21 Outsourcing**

(a) That the Agreement provides that no employee shall be declared redundant, nor will any position be abolished, as a consequence of the outsourcing of work.

## **22 Flex-time, Hours of Work, Shiftwork and Overtime**

That the Agreement will improve the regulation of flex-time, hours of work, shiftwork and overtime.

## **23 Access to Flexible Work**

That the Agreement provide for greater access to flexible work arrangements for all staff.

## **24 Parental Leave**

That the Agreement provides for 36 weeks paid parental leave to all primary care givers with no qualifying period.

That paid parental leave will be centrally funded by the University. That the time provided to non-primary carers will be increased.

That the Agreement protect fixed term employees from discrimination on the grounds of pregnancy or parental responsibility by ensuring that, in addition to existing entitlements to parental leave on the same basis as other staff, express provisions be added to:

- a. Ensure that any fixed term employee who would have been entitled to be offered further employment in a subsequent fixed term or continuing appointment will be offered such employment regardless of whether they are pregnant, or taking parental leave, at the time that the further employment is to be offered; and
- b. Ensure that any breaks of up to 58 weeks between contracts of employment which result from pregnancy or the birth of a child are not considered to break continuity of service and
- c. Provide that employees whose fixed-term contracts terminate while the employee is pregnant shall be entitled to such contract extension as would be necessary to take them to the end of parental leave if they had been continuing

## **25 Work/Life**

That the Agreement ensure that requirements of employees should assume a healthy balance between work and family/life needs and provide for improved hours of work, and improved non-primary carer parental leave. That the Agreement provide for equity in career paths for staff in all forms of flexible work, and ensure no discrimination against staff involved in caring work. That the Agreement provide for paid leave for all staff over the usual end of year shut down without deduction from personal leave. The Agreement will provide that positions are properly resourced for replacement staff when the incumbent goes on planned leave.

That the Agreement provides for:

- a) Free childcare to all full time staff on all campuses, and free pro rata childcare for part-time staff;
- b) Financial remuneration for child care costs associated with staff required to attend University business at other campuses or external locations; or
- c) Full cost support for travel and accommodation for dependent minors required travelling with parents who are required to attend University business at other campuses or external locations.
- d) That the University provide improved access to on-campus breastfeeding/parental room facilities for University staff and notes that family refers to same-sex, transgender, intersex and heterosexual relationships.

## **26 Union Rights and Resources at UNSW**

### **26.1 Unions Dues**



That the Agreement provides, at no charge, for the deduction from salary, at the request of a staff member, of trade union dues and levies, and the forwarding of these by the University to the Union.

## **26.2 Union Rights and Resources**

That the Agreement provides that the University will provide the University Branch of the NTEU with an office and associated meeting room on the main campus of the University with associated services free of charge.

That the Agreement provides that the University will provide the President of the University Branch of the NTEU with 100% time release per week and replacement staff support to enable the President to perform her or his responsibilities and shall also ensure that the workload of other members of the Branch Committee of the NTEU is reduced to take into account their union time commitments.

That the Agreement provides leave of absence on full pay for up to 15 working days in any one calendar year may be granted to a staff member who is a member of NTEU for the purpose of attending Union courses or seminars. Leave granted for these courses or seminars will count as service for all purposes.

That the Agreement provides that NTEU will be informed of all formal induction sessions for new employees by the University, and will be permitted to distribute Union information at those sessions. The University shall further include, as a speaker, the President of the University Branch of NTEU or her or his nominee in all such induction programs.

## **27 Procedural fairness and review mechanisms**

That the Agreement improve appeal and review processes (including by having an independent chairperson agreed by the parties from an agreed pool of external Chairpersons) and improve and/or extend access to appeals for a range of employment matters for all staff, including Unsatisfactory Performance, Ill Health provisions, Disciplinary actions, Probation, Incremental progression Promotion, Investigation of complaints, and failure to convert non-secure employment into ongoing employment.

That the Agreement strengthen and enhance the regulation of Performance Management and Development, ensuring that collegiality, procedural fairness and the role of the Union is strengthened, and further ensuring that developmental support is adequately integrated with the regulation of workload allocation and equity. That the Agreement provide that resources, including but not limited to research support, and administrative support for research and infrastructure, are available to facilitate the successful completion of probation, performance management and/or career development

## **28 Dispute Settling Procedures**

That the Agreement provides for all staff that:

1. Fair, effective and timely arbitration of disputes regarding any industrial matter at the request of either party to the Agreement, and Union involvement in all dispute settlement leading to arbitration.
2. The status quo as it stood prior to the matter in dispute arising to stand until the dispute is resolved
3. For employees to dispute a decision to refuse access to flexible work arrangements as specified in Section 739(2) of the FW Act; and
4. Transitional provisions to ensure the fair and appropriate carry-over of disputes and proceedings from the previous Agreement.

## **29 Facilities**

That all staff have access to high quality facilities at work such as bike racks, affordable parking, lunch rooms and first aid facilities.