



**National Tertiary  
Education Union**  
Let's aim higher

**NTEU UWA BRANCH**

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## NTEU UWA BRANCH LOG OF CLAIMS

The National Tertiary Education Union (NTEU) seeks one Enterprise Agreement with the University of Western Australia (UWA) that covers every Professional and Academic staff member up to the Vice-Chancellor and all employees of related entities of UWA that includes the following:

### Expiry Date

1. That the Agreement operates from the date of its approval and has a nominal expiry date of 31 December 2024.
2. The parties will commence negotiations for a replacement Agreement no later than six months prior to the nominal expiry date of this Agreement, unless otherwise agreed.

### Job security

3. 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.
4. Improved organisational change, redeployment, and redundancy provisions.
5. That the Agreement place 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.

In relation to permanent staff:

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

In relation to fixed-term staff:

7. A right to conversion to permanent employment after two years' continuous service or two successive contracts. (fixed-term)
8. Improved severance provisions for fixed term staff.

In relation to casual staff:

9. A requirement that the University organise work to minimise casual employment and only use casual employment to perform short term ad hoc work.
10. Improved conversion rights.



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## Safe and Sustainable Workloads

11. Protections against work intensification resulting from organisational change.
12. Protections against work intrusion outside of working hours.
13. Ordinary hours to be no more than 36.75 hours per week during the span 8:00am-6:00pm Monday to Friday.

In relation to academic staff:

14. Improved workload models & allocations.
15. Effective hours-linked caps on academic workload.

In relation to ELICOS & Professional & General staff:

16. Protections against excessive or un-compensated overtime.
17. Improved workload review provisions.

## Rights for Casual Staff

18. Paid personal leave for all casual staff.
19. A requirement that casual staff are to be invited to information and consultation meetings regarding organisational change, and be paid for their attendance.
20. Recognition of casual service for the purposes of long service leave.
21. Improved provisions for overtime for casuals.
22. Paid induction.
23. Improved notice of termination provisions.

In relation to Academic staff:

24. Casuals to be paid by the hour at the applicable rate for every hour worked, including hours worked except where covered by the “rolled up” pay rates for tutoring and lecturing.
25. Appropriate definitions of work subject to rolled up rates for tutoring, lecturing and other academic work, including having this reflected in the casual rates of pay.
26. Limits on the use of recorded lectures.

In relation to ELICOS & Professional & General staff:

27. Improved minimum provisions.

In relation to Professional & General staff:

28. Remove 80% salary cap for students employed as Casual Employees in the University library.



## **Strong Aboriginal and Torres Strait Islander Employment**

29. That the Agreement provide for an Aboriginal & Torres Strait Islander employment target of equal to 4.0% of all staff on a head count basis by 31 December 2024.
30. Increased Cultural and / or Ceremonial Leave. Increase to 5 paid and 10 days unpaid.
31. An additional 5 days paid Special leave for Community events such as NAIDOC and other cultural events.
32. An Aboriginal & Torres Strait Islander Language Allowance.
33. An allowance and specific workload model / allocation for Cultural Load.
34. Recognition of Aboriginality as a genuine occupational qualification.
35. Access to culturally appropriate counselling and other relevant support services.

## **Academic Freedom**

36. 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.

## **Equitable Superannuation**

37. Maintaining UniSuper as the default superannuation fund to the extent permitted by legislation.
38. 17% employer superannuation contribution for all employees including casual employees.

## **Support for Parenting and Breastfeeding**

39. Review and update terminology under the Parental Leave clause.
40. Improved partner leave and parental leave conditions.
41. Paid lactation breaks and an entitlement to safe, secure and private breastfeeding facilities, including access to safe, sanitary and local refrigeration.

## **Health, Wellbeing and Work-Life Balance**

42. Paid Pandemic/Infectious Diseases Leave.
43. Paid family and domestic violence leave.
44. Improved long service leave provisions.
45. Restrict University's capacity to direct staff to use accrued and unaccrued leave for shut-downs.
46. Improved compassionate leave provisions.
47. Include Easter Sunday in Public Holiday clause.
48. Improved working from home provisions.



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

### **Strong Union rights**

50. Time release.
51. Trade union leave.
52. Paid time for employees to attend union meetings.
53. Ensuring 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, the Agreement.
54. All staff inductions to include NTEU.
55. Access to staff email and mailing lists.

### **Career progression and development**

56. Preference given to internal candidates when filling a vacancy.

In relation to Academic staff:

57. Inclusion of promotion procedure/provisions including right of appeal in the EBA.
58. Project Grants provisions to be included in the EBA.

In relation to Academic & ELICOS staff:

59. Improved rights to access sabbatical/study leave.

In relation to Professional and General staff:

60. Improved reclassification and level change provisions.
61. Staff Development Grant Scheme to be run annually with each annual budget to be set by mutual agreement between the parties in the staff consultative committee.

### **Fair & equitable allowances**

62. Ensure EBA allowances are at least equal to or above Award rates.
63. Improved higher duties allowance provisions.
64. Improved shift work and overtime provisions.
65. TOIL and overtime to be extended to all workers covered in the Agreement.
66. Leave loading to be 17.5% or the shift rate penalty whichever the greater.
67. Overtime/shift payment for Sunday work at double time.
68. Recall to duty Monday to Friday (prior notice given) increase to minimum 2 hours payment.



## **Procedural fairness and transparency**

69. Dispute resolution to include all employment related matters. Status quo to be maintained throughout the whole process including before the Fair Work Commission. Includes the right of any party to request conciliation and/or arbitration.
70. Introduction of new and/or changes to University Policies to be presented to a Joint Staff Consultative Committee for consultation and agreement by the parties.
71. Improved disciplinary procedures.
72. Other matters as they arise over the course of bargaining.
73. No diminution of current terms and conditions of employment.

## **Salary claim**

74. 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 the Consumer Price Index + 1.5% per annum, by 31 December 2024

