



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

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## **NTEU ECU ENTERPRISE BARGAINING ATTACHMENT 1: LOG OF CLAIMS**

The National Tertiary Education Union (NTEU) seeks one Enterprise Agreement with Edith Cowan University that covers every Professional and Academic staff member and all employees of related entities of Edith Cowan University, up to persons appointed as a member of the University Executive, that includes the following:

### **Salary increases and Expiry Date**

1. That the Agreement operate from the date of its approval and have a nominal expiry date of 31 December 2024.
2. 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.

### **Workloads**

That the Agreement provide for:

3. Effective hours-linked caps on academic workload.
4. Protections against excessive or un-compensated overtime.
5. Ordinary hours for professional staff to be no more than 36.75 hours per week during the span 8:00am to 6:00pm Monday to Friday.
6. Protections against work intensification resulting from organisational change.
7. Improved academic workload model and allocations provisions.
8. Protections against work intrusion outside of working hours including the right to disconnect.
9. Flexitime requirements: Any professional and general staff member should be able to request flexitime, and on application, onus is on employer to prove that the business can't accommodate it.
10. Establish academic span of hours.
11. Caps on daily and weekly hours to be fair, safe and reasonable.



## **Job Security**

That the Agreement provide:

### **In relation to all staff:**

12. 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.
13. 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:**

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

### **In relation to fixed term staff:**

15. A right to conversion to permanent employment after three years' continuous service or two successive contracts.

### **In relation to casual staff:**

16. Improved conversion rights.
17. A requirement that the University organise work so as to minimise casual employment and only use casual employment to perform short term ad hoc work.

## **Casual Employment Improvements**

That the Agreement provide:

18. Insertion of appropriate definitions of work subject to rolled up rates for casual academic staff to prevent undermining of Award standards.
19. Allowances for all the following:
  - 19.1 policy familiarisation.
  - 19.2 maintaining discipline currency.
  - 19.3 providing own IT.
20. Provision of allocated workspace and IT facilities.
21. Incremental progression.
22. Casual staff are invited to attend information and consultation meetings regarding restructuring and be paid for their attendance.
23. Casual tenure to be included as service for the purposes of Long Service Leave in accordance with the agreement.
24. Improved provisions for overtime for casual staff.
25. Stricter definitions of what rate of pay is applied for casual work.
26. Pay to attend technology trainings such as Canvas and Blackboard Learning Management Systems.



27. Transparent Payslips.
28. Casual staff to submit their own timesheets.
29. Addition of Field Education Pay Rates:
  - 29.1 Field Educator rate
  - 29.2 Field Liaison Rate
30. A requirement that casuals be paid by the hour at the applicable rate for every hour worked except where covered by the “rolled up” pay rates for tutoring and lecturing. Abolish piece rates.
31. Paid sick leave.

### **Academic Freedom**

32. 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.

### **Aboriginal & Torres Strait Islander Employment**

33. That the Agreement provide for an Aboriginal & Torres Strait Islander employment target of equal to 3.0% of all staff on a headcount basis by 31 December 2024.

### **Superannuation**

That the Agreement provide for:

34. Maintenance of UniSuper as the default superannuation fund to the extent permitted by legislation.
35. 17% employer superannuation contribution for all employees including casual employees.

### **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:

36. Rent-free office space and facilities.
37. Time release provisions for Branch President, Branch Committee members, Workplace Union Representatives as nominated by NTEU.
38. Surveillance or interference of union communications to be prohibited.
39. Access to staff email and mailing lists.
40. Paid time for employees to attend union meetings.
41. Trade union leave.



42. Ensuring no staff member will be disadvantaged resulting from union activities conducted in accordance with responsibilities incurred resulting from bargaining for, or implementation of, Agreements.
43. Terms' reflecting that union membership is beneficial for effective industrial relations.
44. All staff inductions to include NTEU.
45. Access to buildings/work areas for Union officials & Union staff.
46. Ability to participate in face-to-face orientations, and inclusion of a short video in online orientations.
47. Notification of new staff coming on board & right to contact new staff.
48. Switch ASA representation on committees etc over to NTEU.
49. Improved JSCC Rights.

### **Working from Home (Professional and General staff)**

50. That the Agreement provide for enhanced rights to work from home for professional staff and appropriate protections and allowances for professional staff working from home.

### **Working from home (academic staff)**

51. That the Agreement provide for enhanced rights to work from home for academic staff and appropriate protections and allowances for professional staff working from home.

### **Right to Disconnect**

52. That the agreement provide for a "right to disconnect" from work requirements, including the right to non-work time free both from unwarranted contact from the employer/university at unsociable hours, and free from any general expectation or requirement to respond to work requirements outside normal work hours; and related matters.

### **Pandemic / Infectious Diseases Leave**

53. That the Agreement provide for 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.

### **Contingent Continuing Employment**

54. That the Agreement provide for a Contingent Continuing type of permanent employment, available via direct employment or via conversion for fixed term research staff after three years' continuous service or two successive contracts.



## **Gender Transition Leave**

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

## **Breastfeeding**

56. That the Agreement provide for paid lactation breaks and an entitlement to safe, secure and private breastfeeding facilities, including access to safe refrigeration.

## **Aboriginal & Torres Strait Islander Employment**

That the Agreement provide for:

57. 5 days paid and 10 days unpaid Cultural and / or Ceremonial Leave.
58. An increase in Aboriginal & Torres Strait Islander Language Allowance.
59. An allowance and specific workload model / allocation for Cultural Load.
60. Recognition of Aboriginality and Torres Strait Islander status as a genuine occupational qualification.

## **Family and Domestic Violence leave**

61. Paid family and domestic violence leave.

## **Other Matters**

62. Each day stands alone regarding overtime calculation
63. Improved Definition of Consultation
64. Improved Re-Classification rights
65. Establish academic development fund
66. University not to unreasonably refuse any request for flexible work arrangements.
67. Necessary alterations required for compliance with the Fair Work Act 2009.
68. Other Claims that may arise during the Bargaining Process.
69. The University must observe an annual closedown period of 2 weeks known as the “Essential Student Services Period” (ESSP), to commence in December prior to the Christmas public Holiday.
70. No diminution of current terms and conditions of employment.

