NTEU Log of Claims - University of Queensland

1. SALARY INCREASES AND EXPIRY DATE
That the Agreement operate from seven (7) days after the date of its approval and have a
nominal expiry date of 30 June 2016.

That the salary rates for all NTEU members employed by the University be increased by 7% per
annum (flat) in accordance with the following schedule:
   a) 4.5% from 16 May 2013; and
   b) 7% from 30 April 2014; and
   c) 7% from 30 April 2015; and
   d) 3.5% from 30 April 2016.

2. INDIGENOUS EMPLOYMENT
2.1 Targets
The University will review and improve its Indigenous employment strategy (including setting
new binding targets) and incorporate these within the Agreement.

2.2 Indigenous Employment Coordinator
The University shall appoint and maintain the position of Indigenous Employment Coordinator
as an identified Indigenous position.

3. COVERAGE AND RENEGOTIATION
That the Agreement apply to all employees of the University.

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

4. DISPUTE SETTING PROCEDURES
That the Agreement provide for employees to dispute a decision to refuse access to flexible work
arrangements as specified in Section 739 (2) of the FW Act.

5. PROFESSIONAL STAFF CLAIMS
5.1 Enforceable Classifications
That the Agreement ensure 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.

5.2 Classification Procedures
The job of each employee, including casual employees, will be classified in accordance with the
following procedures and criteria:
   a) 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 frequent as part of
annual review discussions. Position descriptions will be linked to relevant descriptors and
position classification standards relevant to the work being done.

   b) All staff will have regular access to an independent assessment or review of their
classification. In order to seek an assessment, a staff member will not need advance approval by
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 with such descriptors directly forming part of the Enterprise Agreement.
Such a committee will comprise an equal number of members nominated by NTEU and the University management with a Chair agreed by the parties.

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

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

e) Research positions must be classified on the duties required, not on the basis of the grant funds applied for or received.

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

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

b) 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.

c) For a transparent and fair distribution of approved staff development opportunities across all classifications and job streams – technical, professional, clerical, etc

d) 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.

5.4 Mobility, Secondment, Exchange And New Appointment Opportunities
The University shall 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) Professional 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 take up any continuing position where they are the successful applicant.

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.

5.5 Excessive Workloads
That the Agreement provide that the University shall 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. Flex time will accumulate and such accumulations will only be reduced by time taken.

5.6 Casual Conversion
That the Agreement reduce the qualifying criteria for conversion to non-casual employment.

6. ACADEMIC STAFF CLAIMS

6.1 Academic workloads
That the Agreement provide for each academic employee, 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 adjustments for leave, significant other allocated duties, and excess-carry-over arrangements, and a limit or limits on the period during which an employee can be required to teach.

6.2 Academic Workforce Issues
That the Agreement provide 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.

It is understood that these Scholarly Teaching Fellows will usually be teaching focused positions, with a maximum teaching load of up to 70%, with remaining time being available for other activities (including an entitlement of 20% for scholarship and/or research). The functions of these positions shall be properly defined in the Agreement, and there will be a capacity for possible access to the full Level B range following a career review in the first 3 years’ of appointment.

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 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 current continuing academic appointment). The above outcomes will require negotiation of the distribution of the various academic functions within the entry level academic workforce. It will also 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 and future 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 focused positions.

6.3 Continuing Contingent Severance
That the Agreement provide for improved severance pay and central funding of severance pay for Continuing (Contingent Funded) and long-term contract research staff.

6.4 Casual Academic Staff
a) That the Agreement provide for separate payment for all marking undertaken by casual academic staff.

b) That the Agreement provide for online marking/submission to only be required where the appropriate facilities are provided (and/or compensation for home computer use)

c) That the Agreement provide for Casual Academic staff to be eligible to compete for Early Career research funds.

7. TESOL LANGUAGE TEACHER CLAIMS
7.1 Contact Hours
a) That the number of contact hours for continuing language teachers be reduced and that more duties count towards the cap on contact hours.

b) That the progressive number of contact hours be listed on MyAurion or similar system and a fortnightly and aggregate total provided.

c) That the definition of contact hours for continuing language teachers be expanded to include any time spent in the Learning Centre at a rate of 50%.

d) That the definition of contact hours for continuing language teachers be expanded to include IELTS training and recertification meetings and professional development meetings at a rate of 50% and be paid at the non-contact rate for casual language teachers.

e) That where continuing language teachers are directed or requested to undertake relief classes that these contact hours be counted at the rate of two contact hours for each hour of relief.

f) That where a class/lesson/session is a combination of face-to-face teaching and other related activity that the entirety of the class/lesson/session count as contact hours for continuing language teachers and be paid at the contact rate for casual language teachers.

7.2 Non-Specific Duties Days
a) That use of NSDs will be more flexible and self-directed.

b) That where directed or requested to attend conferences NSDs will not be used.

c) That NSDs will not be denied so that a continuing language teacher be available for relief teaching.
d) That timetables for continuing language teachers will provide for days free from teaching in order to allow NSDs to be taken.

e) That NSDs will not be used for the materials development proposed or suggested by ICTE.

7.3 Research and Materials Development
a) That access to materials development be improved.

b) That a position of materials writer be created, to be filled by eligible LTs on a rotating and temporary basis.

c) That the definition of materials development be expanded to include significant revision and updating of programs, and all revision and updating of programs that language teachers are not currently delivering or scheduled to deliver.

d) That a resource convenor be appointed to oversee the organisation and updating of materials on Group Programs.

e) That materials development with little or no notice prior to the commencement of a Program be counted as contact hours for continuing language teachers and be paid at the contact rate for casual language teachers.

f) That CELTA trainers be awarded preparation time to set up and prepare for the part time course (as they are for full-time courses).

7.4 Hours of Work
a) That continuing language teachers will be paid overtime rates after they have been scheduled classes during a period of more than 7.25 hours.

b) Wherever possible, meetings such as IELTS standardisation, will be planned by mutual agreement and where these occur outside the ordinary span of hours (unvaried) they will be paid at overtime rates.

7.5 Level/Course Conveners
a) That position of responsibility allowances count as Higher Duties and be incorporated into salary.

b) That positions of responsibility attract a reduction in contact hours in addition to the relevant allowances.

7.6 Access to Fractional Appointments
Where a continuing staff member requests to reduce their fraction of appointment, either permanently or for a fixed period, such requests will not be unreasonably denied.

7.7 Marking
a) That additional marking associated with academic programs such as BEP and EAP, and placement interviews for CELTA count as contact hours at a rate of 50%.

b) That casual language teachers will be paid for all marking at the non-contact rate.

7.8 Secondments
a) That LTs who undertake an off-shore secondment be given preparation time (to be specified) prior to departure and report writing time on their return.
b) That LTs be awarded TOIL for travel undertaken on weekends.

7.9 Other
That ICTE management develop a proposal outlining career pathways for teaching staff.

8. EXISTING CONDITIONS OF EMPLOYMENT AND ORGANISATIONAL RIGHTS
That the Agreement protect all existing conditions of employment and rights of employees, whether individual, collective or organisational (union rights), whether included in current Agreements or not, whether currently legal rights or custom and practice.

9. SUPERANNUATION
a) That the Agreement provide for employer superannuation contributions of 17% over the life of the Agreement for all employees.

b) That the Agreement incorporate, or provide for the incorporation of, the outcomes of the deliberations of the Uni Super Working Party involving the Board of UniSuper, Universities Australia and the Union (insofar as these pertain to the employment relationship or the relationship between the University and the NTEU).

c) That the Agreement provide that from 1 July 2013 all employer superannuation contributions for employees will not be subject to an age-related ceiling.

10. DOMESTIC VIOLENCE
That the Agreement:

a) Include an agreed statement of principle about domestic violence, and provide for the joint development of policies and protocols to address circumstances where an employee is dealing with matters arising from or as a result of domestic violence; which shall include appropriate referral arrangements to relevant agencies, and the promulgation of the policies to staff and especially supervisors.

b) Provide that no employee will be disadvantaged in her/his employment because of the consequences of his/her dealing with matters arising from or as a result of domestic violence; and

c) Provide for the granting of sufficient special leave for an employee to deal with matters arising from or as a result of domestic violence, including but not limited to:

i. Seeking safe housing;
ii. Attending medical/counselling appointments;
iii. Attending court hearings and access legal advice;
iv. Organising alternate care or education arrangements for children; and
v. Rebuilding support networks with children, family or others.

11. DEDUCTIONS FROM SALARY AT REQUEST OF EMPLOYEES
That the Agreement provide at no charge for the deduction from salary, at the request of the employee, of trade union dues and levies, and the forwarding of these by the University to the Union.

12. UNION RECOGNITION
That the Agreement provide for improved union rights, including strengthening union recognition and union encouragement, the identification of union noticeboards, improved rights to attend union meetings, and time release for the work of NTEU elected officers.
13. OTHER

13.1 Parental Leave
That the Agreement provide improved access to parental leave entitlements for the primary caregiver to parity with those of a birth mother or adopting primary caregiver who is a UQ employee.

13.2 On-Call and Recalled to Duty Arrangements
That the Agreement provide for improved On-Call Allowances and improved minimum payments for staff recalled to duty, including time for travel if required.

13.3 Provision of Accommodation
That the Agreement provide for reasonable private use of university-provided accommodation at Research Stations, on conferences and fieldwork research.

13.4 Job Security
a) That the Agreement provide that disciplinary processes may only be enacted on the basis of assessments of teaching by teaching and learning professionals.

b) That the Agreement prohibit the redeployment period, or part thereof, constituting a period of notice for the purposes of calculating redundancy.