

# Conditions worth fighting for: priority claims for Melbourne Uni enterprise bargaining

It's been nearly a year since hundreds of union members at Melbourne Uni endorsed an ambitious set of demands (a "log of claims") to win in our new enterprise agreement – and decided on six "priority claims" to focus on especially.

As the branch debates the way forward and how best to win the conditions we need, this document is aimed at increasing members' awareness about how the clauses in our log of claims would actually work.

Our "priority claims" in brief:

- **Restricting restructures** and no forced redundancy (p.2) – each staff member to be affected by a maximum of one restructure during the life of the new EA. And any redundancies to be voluntary, we've seen too many of our colleagues sacked already!
- **Protections against excessive workload** (p. 3) – every vacant professional staff position should be advertised within two weeks, and vacancies due to leave should be backfilled. For academics, 40:40:20 should be written into the EA – there's currently nothing prescribing a minimum research fraction.
- **An enforceable 80% secure work target** (p. 4) – 80% of all staff must have ongoing employment, on both head count and EFT basis.
- **Parental leave** (p. 6) – 24 weeks paid as a minimum for all, including casuals.
- **Work from home rights** (p. 7) – only to be refused if it's not practicable, and subject to dispute.
- **A pay rise ahead of inflation** (p. 8) – 5% or CPI + 1.5%, whichever is the higher.

More detail about our claims can be found on the Melbourne Uni NTEU "ebanow" website – especially the [proposals page](#) which includes our [full log of claims](#), and our draft new enterprise agreement with management's November 2022 responses ([here](#)).

Of course, **winning our claims depends on you!!** (p. 9)

## Restricting restructures

The NTEU's proposed new enterprise agreement at Melbourne Uni aims to restrict restructures in three ways:

**1. No more than one restructure during the life of the agreement:** Our [proposed new EA](#) states that "no Employee shall be subject to more than one organisational review or restructure during the life of this Agreement" ([clause 1.50](#)). (Enterprise agreements generally run for three years.)

This clause would apply to "major change" proposals which might lead to redundancy, or where there is a significant change proposed to duties, classifications or reporting relationships.

**2. No forced redundancies:** There are plenty of unfilled vacancies and overworked work groups – so management should be able to redeploy anyone who wants ongoing employment.

Clause 1.1.33 of the NTEU's [proposed enterprise agreement](#) would only permit redundancy "due to the permanent abolition of a substantial work function or operation (such as the abolition of a discipline) or closure of a campus, which results in the work no longer being required to be performed by anyone", or "due to an insufficiency of work in a particular work unit or function" where "there is a surplus of Employees".

In addition, we're proposing that the redundancy could only be carried out where the employee "has volunteered to accept the proposed redundancy."

**3. No undercutting of EA conditions through outsourcing:** Remember when management wanted to outsource our wonderful grounds team, with no guarantees that wages and conditions would stay the same?

Some IT roles, mail room staff, security, cleaning and many other important functions have already been outsourced. These staff perform work that's crucial for the operations of the university, but with no guarantee of the wages and conditions set by our enterprise agreement.

For example, some staff who work out of the main Business Services building in Barry St, setting up computers and delivering them to Melbourne Uni staff, are paid at just a few cents per hour above the minimum wage, and \$15 per hour less than a directly employed UOM 4 staff member would be. There are currently no limits on this type of arrangement in our enterprise agreement.

Australia's industrial laws don't allow an outright ban on outsourcing. However, we can win "site rates" clauses. These ensure that any work that is outsourced still gets the wages and conditions specified in the enterprise agreement ([clause 1.21](#)), undermining one of the business rationales for outsourcing.

**Management have rejected these claims.** They've stated that the limit of one restructuring proposal for the life of the EA "places an unreasonable and impractical constraint on the University. While we remain committed to reducing forced redundancies where possible the NTEU's claim is not practical or viable."

So if we want a limit on the seemingly endless merry-go-round of cost-cutting and restructures, we'll have to fight for it.

## Protections against excessive workload

### For academic staff

There are currently no protections for the research fraction of *any* academic staff member in Melbourne Uni's EA. This is a serious problem.

Management already load a lot of teaching on to staff with zero paid research fraction (most notably casuals). Changes to [federal funding arrangements](#) are spurring a renewed [attack](#) on paid research time. Losing all or part of the research fraction means that staying on top of your field, let alone advancing knowledge in it, has to happen on your time, for instance weekends and holidays.

To address this, the NTEU is proposing to write the traditional 40:40:20 split between teaching, research and service/administration into the new EA (clause 2.8.9 in the NTEU's [draft EA](#)) as a default or "starting point". This could be varied by agreement between management and the staff member.

### For both professional and academic staff

The [NTEU draft EA](#) (clauses 1.22 and 1.23) tackles workload issues from several angles at once:

- Filling vacant positions: management to commence recruitment for vacant positions within two weeks (clause 1.23.15.1)
- A prohibition on management requiring or expecting staff to work more than 10% more than their normal ordinary hours.
- A comprehensive survey on workload every two years to identify problem areas and assist with enforcement.
- Workload allocation policies of all work areas to be published, for basic accountability.
- These policies are to include "estimates of the time taken for major tasks that accurately and empirically reflect the time taken to perform these tasks in a professional and competent manner". This would make these time allocations subject to investigation and (potentially) dispute, rather than management arbitrarily setting unrealistically low time allocations for work tasks.
- Ability for individuals or groups to appeal to a peer review (two employees and two management reps) to review excessive workload pressures.

None of this is a magic solution for every workload issue – but all of it opens up new avenues for active union members to campaign to remedy out-of-control workload pressures.

### For professional staff

As well as the above, the NTEU's draft EA provides for:

- Backfilling of all positions left unfilled for over a week (for instance by extended leave periods).
- A right to paid overtime for extra work, with Time Off in Lieu as an option according to staff preferences.
- Span of ordinary hours to be brought back to 8am to 6pm (the Award entitlement), not the current 7:30am to 7:30pm.

**Management deny that any new measures to address workload are needed**, declaring that there "are no tangible deficiencies in the current arrangement" for addressing excessive workload ([Response to NTEU draft EA](#), November 2022, clause 1.23).

That's why the union is planning a serious industrial campaign – to win an enterprise agreement which allows us to systematically address chronic workload issues throughout the University.

## An 80% secure work target

There are around 12,400 staff at Melbourne Uni, according to the [2022 Annual Report](#).

**More than half of us** – 6,462 staff – don't have ongoing employment.

This intolerable situation has been tolerated for far too long.

That's why the NTEU has put forward a bold proposal in our detailed [Log of Claims](#) for the new enterprise agreement: That by the end of 2024, **“a minimum 80% of all University employees (both in terms of headcount and full-time equivalent) are in continuing employment.”**

Winning this demand would transform the lives of many staff, meaning we can focus on teaching and research or service provision, rather than stressing about our next contract.

### How would our claim for 80% ongoing employment work?

The NTEU has put forward a [detailed draft](#) of our enterprise agreement, which includes a conversion process for existing staff to take place over the next 18 months (clause 2.7).

- Casual academic employment could be used “to temporarily supplement university requirements”, but not as a routine way of getting sessional teaching done (clause 1.20).
- Fixed term employment could be used for backfilling, specialised research, and for some student teaching (clause 1.19). The NTEU proposes automatic conversion to continuing employment after three years' continuous service or two successive contracts. If funding runs out or a project is completed, fixed term staff would have the same opportunities for redeployment or redundancy as any other staff member.

For any remaining casuals, the union's proposal also maintains a clause saying that payment must be for the hours of work performed, not a piece rate, and prohibits management from introducing policies to avoid this clause.

**Management have rejected our proposal** for an 80% ratio for ongoing employment.

Management state in their annual report that addressing the “reliance on casual and short duration fixed-term employment” is “one of the University's highest priorities”. But their negotiating team have rejected all NTEU proposals to write this sentiment into enforceable clauses in the new EA. Their [response](#) to the NTEU claim in Nov 2022 states (at clause 2.7):

*There is no apparent basis to accept the NTEU's claim to a regulatory constraint on how the University elects to choose the mix, tenure and nature of its workforce to satisfy its organisational requirements at any given time.*

This approach informs management's proposal on casual employment, sent to the NTEU in early May and included as [Division 4 of their draft EA](#). It's pretty shocking.

### Management's proposal on casuals:

- Includes no restrictions on the use of casualised contracts.
- Eliminates an important clause that the union has relied on to push for payment for all hours worked and to counter wage theft. This is clause 2.8.5.5 in the current EA, which states that “additional hours not contemplated by, and in excess of, the derived rate” must be paid at the appropriate casual rate.

This is a major attack from management, as [Joo-Cheong Tham explains](#) in a very thorough analysis available on the [ebanow website](#) (p.7):

*“[M]anagement's bargaining proposals seriously fail to honour its public commitments. This failure is compounded by [its proposals](#) to abolish 'hours worked'*

*clause for casual academics and to dilute minimum engagement entitlements of all casual employees. With both sets of provisions at the heart of the wage theft at this University, **management's proposals could easily be seen as an attempt to legalise underpayment.***"

- Includes a clause limiting payment to “the time the University requests and rosters the work to be performed”, which can be used to limit claims of wage theft.
- Entrenches piece rates, rather than pay for all hours worked, as the norm for academic casuals.

Management are also [promoting](#) the new “Melbourne Graduate Research Associate” positions to “perform work that has previously been performed by casual academic employees”. These are fixed term part time positions which are only open to postgraduate students. So at best it’s a shift from one form of precarious employment to another. Without strict clauses on workload, these positions can involve a lot of unpaid work. Without strict caps on the numbers of these positions, existing PhD-qualified casuals could lose work to these new roles.

Management’s proposal does include a statement that all PhD-qualified staff will be paid the PhD-qualified rate. And there’s a conversion clause slightly stronger than the weak legal minimum in the Fair Work Act (for those working a fraction of 40% or more for three years running, who are then offered further similar work).

**Winning the NTEU claim** at Melbourne Uni would be a beacon to every worker in higher education in the country. Many workers in other industries have won ratios like this one and strong, enforceable conversion clauses – it’s time we did the same.

## Increased parental leave

Management have recently improved their offer on parental leave, but have excluded casuals from this offer.

So where are things at?

Under our current enterprise agreement, staff at Melbourne Uni are entitled to 14 weeks paid parental leave after a year's employment. After five years' service this entitlement increases to 24 weeks. There is no access to parental leave for casuals.

The new EA proposed by the NTEU would give staff access to 14 weeks paid parental leave from the start of their employment, increasing to 26 weeks after a year. This leave would be available to casuals on a pro rata basis.

The NTEU is also proposing other improvements to parental leave:

- A clause that management “will consider and grant reasonable requests for one term of sabbatical leave without teaching commitments” for research active academics returning from parental leave.
- Up to 14 weeks paid leave after the birth of a baby relinquished through adoption or surrogacy.
- The ability to take up to four weeks of paid leave entitlements on the birth of a child, and the rest of paid leave entitlements within two years. (This extends an existing provision which allows for one week after birth, with the rest of any paid leave to be taken within one year.)
- Caregivers of children under school age, or of under-18s with a disability, would be able to apply for flexible working arrangements. (This currently applies only to a parent, not to a caregiver.)

Management initially rejected every one of these claims, stating that paid parental leave beyond the legal minimums is given “in recognition of the employee’s service to the University”, rather than being a right which all employees should have.

Management had a rethink after our industrial campaign kicked off. On June 6 they emailed staff announcing their proposal to increase parental leave to 26 weeks, with this full entitlement available upon employment.

While this is [a welcome concession](#) from management, their offer totally excludes casual staff. This stands in contrast to some other universities – for instance the [UNSW EA](#) (clause 33.5.4) gives 14 weeks paid parental leave to casuals who have been employed over 24 months.

By contrast, management here at Melbourne [stated](#) in November 2022 (clause 1.29.24) that casuals are “hourly engaged and compensated as such on the basis there is not [sic] requirement to guarantee future work or pay for time where the casual employee is not available to provide the casual employment”.

[Our colleagues on casual contracts](#) deserve much better than this. The other elements of our parental leave claim, outlined above, have also not been granted. Negotiations continue – and so will our industrial campaign.

## Increased work from home rights

The draft new enterprise agreement proposed by the NTEU includes significantly improved work from home clauses for professional staff, and other flexible work arrangements.

Management would have to

- promptly consider a request to work from home
- use its “best endeavours to accommodate such a request”
- could “only refuse the request when accommodating it is not reasonably practicable”
- would have to provide detailed reasons for refusal, with the employee having the right to use the disputes procedure to pursue enforcement.

The request could be declined if the “inherent requirements of the Employee’s position” are incompatible with working from home. The clause wouldn’t apply to academic staff, in recognition of the established flexibility academics already have to work from home.

Where working from home is a regular occurrence, management would have to ensure that the employee’s home-based work settings are to University standards, including health and safety considerations. This could happen through staff being provided with any necessary equipment (just like an employee at work), or by paying a fortnightly allowance.

Access to flexible working arrangements would be extended to staff affirming their gender, and for caregivers (not only parents) of children under school age and under-18s with a disability.

**Management have [rejected](#)** our enhanced work from home clauses (see clause 1.41), stating that “employees do not have a right to determine that University work can be perform outside of the workplace – this is a matter for the University to determine. The proposal is not accepted.”

The choice to be able to work from home gives an important degree of flexibility to many workers, saves on commute times and can help with work/life balance. It makes sense to write this into the enterprise agreement for professional staff, rather than leave this to the whim of management.

## A pay rise that keeps ahead of inflation

As rents, mortgages and prices of essential goods soar, staff at Melbourne Uni are being left behind.

We all know that the stereotype of the average university worker being a highly paid professor is nonsense. Especially for the half of all Melbourne Uni staff who are in insecure employment, and for the lower paid professional staff, every dollar counts.

Already for every \$20 we're paid, we've lost \$1 to inflation. This is because last May's 2.5% pay rise was far behind the 7.8% increase in the Consumer Price Index last year. Our recent 4% pay increase doesn't make up for that lost ground: inflation is [still](#) running at 5.6% and is [forecast](#) by the Reserve Bank to be 4.5% this year.

To make it concrete: a professional UOM 4 (step 4) staff member is currently \$85 per week behind where she should be, if pay rises at Melbourne Uni had matched inflation over the past 2 years.\*

The NTEU's detailed [log of claims](#) puts forward our wage claim: the **Consumer Price Index plus 1.5%, or around 5% per year** (15% between October 2021 and December 2024), whichever is the greater.

This claim is achievable: [some workers](#) in other industries have already won increases that match inflation.

This claim is also a very moderate demand compared to what top university management pay themselves. In 2022, there were 20 executives at Melbourne Uni who were paid more than \$1,000 per day. Our Vice Chancellor lives in his university-bought mansion in Parkville, on a salary of over \$1.5 million per year. **This is as much as the salary of Joe Biden, Anthony Albanese, and Rishi Sunak – combined!**

All of us – and especially our low paid colleagues – deserve a pay rise that keeps ahead of inflation, rather than trailing behind.

*\*Figures:*

- A UOM (step 4) staff member was on \$73,618 from May 2021 under the 2018 EA. This is close to the median female full time wage in Australia.
- Her wage rose to \$75,458 with the 2.5% administrative increase in March 2022, and to \$78,476 with the recent 4% wage increase.
- However, inflation was 7.8% last year, and is [forecast](#) to be 4.5% this year.
- To keep pace with this rate of inflation, this worker would have to be on \$82,931.
- So this worker is \$4,455 behind where she needs to be to keep up with inflation. That's an effective pay cut of \$85.45 per week.



## How we can win our claims

It will take a lot to win the dignity, job security and workload that ourselves, our colleagues and our students deserve.

Management's neoliberal business model is deeply entrenched in higher education. It's based on precarious employment for most of our colleagues, endless restructures, unfilled positions, insecure research fractions, wages that are falling behind inflation, and "management prerogative" over a whole lot of our working lives.

University staff in the United States have [recently shown](#) that it's possible to strike and win significantly improved job security, wages, and other entitlements.

The first step towards this is for you to join the NTEU.

The second step is to get active in talking with your colleagues about our claims, and what it will take to win them. Pass this leaflet on for a start, and contact the NTEU UniMelb office to talk about what assistance is available to help you organise your colleagues.

1,000 staff and supporters went on strike on May 3, holding a vibrant meeting and rally to kick off our industrial campaign. On June 21 during the semester break we struck again, with 300 staff and supporters braving the winter chill to rally outside the University Council meeting.

We'll be continuing the industrial campaign in Semester Two – so get in touch with your local delegate or the union branch, and get involved!