



## Without Prejudice

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### **Enterprise Bargaining Meeting 5**

**Wednesday 26<sup>th</sup> April 2017**

**10am – 4.00pm**

**Building EB, Boardroom (EB.2.23), Parramatta South campus**

#### **In attendance:**

**Professor Denise Kirkpatrick, DVC & VP (Academic) (Chair)**

**Professor Kevin Dunn, School of Social Sciences & Psychology**

**Professor Gregory Kolt, Dean, School of Science & Health**

**Susan Hudson, Executive Director, HR**

**Natasha Maiolo, Senior Employment Lawyer**

**Clare Bockmann, Senior Workplace Relations Specialist**

**Dr David Burchell, NTEU Branch President**

**Tamara Talmacs, NTEU Industrial Officer**

**Leslie Cowles, NTEU Professional Staff Representative**

**Rohan Giles, NTEU Professional Staff Representative**

**Scott Pendlebury, CPSU Branch President**

**Lorraine Fordham, CPSU Staff Representative**

**Carmel Votano, CPSU Staff Representative**

**Sonya O'Shanna, Executive Officer, Major Projects (notes)**

**Gavin Smith, NTEU Casual staff member representative**

**Jennifer Flood, NTEU WSU Branch Committee member (Aboriginal and Torres Strait Islander)**

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### **Meeting notes**

#### **WELCOME**

1. Professor Kirkpatrick welcomed all the parties to the bargaining meeting and thanked them for attending, noting apologies from NTEU staff member Terri Mylett and CPSU Industrial Officer Chris Bird. Professor Kirkpatrick also welcomed Jennifer Flood, NTEU WSU Branch Committee member and Gavin Smith, casual academic staff member from School of Humanities and Communication Arts.

2. Clauses for discussion:

a. *Aboriginal and Torres Strait Islander peoples' employment strategy clause*

The University did not provide a draft clause, rather sought the unions' position in moving forward with this clause. The University is maintaining its position to simplify language, remove ambiguity and remove excerpts from legislation out of the agreement but, it is not proposing to



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remove any entitlements or conditions that are beneficial to staff. The University is not suggesting any change to the commitment that currently exists in the clause in relation to employment and conditions for Aboriginal and Torres Strait Islander people with the current objective number being 62. The University would like to remove reference to specific names, supporting students through a managed support unit rather than an actual name (names subject to change). The University is not planning to remove the committees, rather removing the terms of reference from the agreement (PSA 65.3, 65.5) and rewording current clauses. The clause will still identify membership but not explain in details the actual strategies of committees (PSA 65.6). The Unions raised no objections to this minor change.

Jennifer Flood, Aboriginal and Torres Strait Islander NTEU WSU Branch Committee member, spoke to the clause indicating Aboriginal and Torres Strait Islander members would like to see the current clause rolled over. There is concern the number of Aboriginal and Torres Strait Islander staff employed by the University has dropped recently. The University pointed out the number in the current clause was an objective and is fluid dependant on recruitment needs. The Unions would like to see both a target number and national parity percentage included in the clause which the University agreed to consider.

### *b. Conversion*

In line with the University's aim of developing enterprise agreements that are in plain English and easy to interpret, conversion provisions have been moved from various locations in the Categories of Employment clause into a single Conversion clause, with simplified wording. There has been no substantive change to the conversion provisions that appear in the current Academic and Professional Staff Agreements, other than to delete the current clause 14.25 of the Professional Staff Agreement, which requires the University to advise casual employees of their conversion entitlements "from time to time" – in the University's view, this provision is unnecessarily onerous and conveys no entitlement to the employee (conversion rights still exist and are outlined on the casual employment authority form). The University outlined some grammatical amendments and proposed rewording to remove ambiguity and confusion within the clause.

The NTEU put forward amendments to the PSA clause and this is a major claim in their logs. In particular, the NTEU want to include expansion of wording in sub clause 1.1(b) similar to the fixed term severance pay clause. The NTEU do not agree with conduct being part of the criteria for conversion, rather performance should be the main criterion. The NTEU believe the current wording in 1.1(a) is not clear and would like to see it expanded to apply to all subsequent



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contracts. Finally the NTEU object to the Dean/Director approving an application for conversion, rather all applications should be approved independently.

The NTEU pointed out the fixed-term conversion clause is not replicated in the ASA clause as it is in the PSA clause (currently ASA 14.17).

The CPSU outlined their preference in relation to conversion against their log of claims and support the NTEU's position in relation to this clause.

The University acknowledged the oversight in relation to the fixed-term conversion in the ASA and will amend the proposed clause. The University does not agree with the Unions in relation to approval of conversion applications; a Dean/Director should approve conversion applications as they are aware of the operational and future employment needs of their units.

The NTEU also have a claim in relation to academic teaching casuals who currently do not have a right to apply for conversion unlike professional staff, especially given the University's proposal to remove TFR and CDF positions, there needs to be another provision included that provides a career path for academic teaching casuals. Guest attendee, Gavin Smith, casual academic teaching casual has been teaching first year units in the School of Humanities and Communication Arts has been with the university since 2012 on casual employment contracts, provided feedback to the bargaining parties about the issues casual teaching staff experience within the university, namely:

- No clear guidance for casuals to apply for a TFR role within the university,
- No opportunity for research which is an objective of some casuals, with many casual teaching staff engaging in research in their own time and funding their own conference travel to present this research;
- Expiry of staff cards at the end of each teaching contract but needs to be renewed with the creation of a new contract. End of contract results in no access to staff online, no access to library resources;
- No dedicated spaces during teaching
- Delays with processing contracts at beginning of the semester, first pay usually week 4-5 of teaching session
- No inclusion of university communications emails and announcements



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The University are aware of the issues facing casual teaching staff and are actively seeking to find ways to recognise the contribution and roles of casual academic staff. The University keen to better understand the motivations of casual staff (career vs professional and in which disciplines) and seek to finesse conditions and opportunities for casual teaching staff that will give them other opportunities for recognition and engagement in the workplace.

c. *Categories of employment*

Professional Staff Agreement

The overall wording of the Professional Staff categories of employment provisions has been simplified. The current clause 14.2, which states that ongoing employment may contain a probationary period, has been deleted on the basis that this is covered by the Probation clause. The current clause 14.3(b), which deals with casual conversion to ongoing part-year employment, has been deleted on the basis that it is covered by the new Conversion clause.

The current clauses 14.7(a) to (d), which specify that the University will give an employee written advice of basic details about a change to part-time work arrangements (duration, classification etc), have been deleted on the basis that they are standard practice and do not require codification in the Agreement. Either a new contract would be issued to outline any changes to work arrangements for ongoing staff or fixed term staff would be notified of any changes in writing.

In relation to the categories of fixed-term employment, a definition of “specific task or project” has been added to clause 1.3(c)(i) to clarify the circumstances in which such contracts may be used. The “external funding” category in clause 1.3(c)(ii) has been amended to refer to positions that are more than 50% externally funded (rather than entirely funded). The “temporary replacement” category in clause 1.3(c)(iv)(B), has been amended to also refer to recruitment action that is “soon to commence,” as this is more practical for the University.

The categories of “new organisational area” and “dis-established organisational area” have also been added to clause 1.3(c), as there may be circumstances in which Professional Staff need to be engaged in these areas to support academic delivery. Definitions will be created in the agreement for new organisational area and dis-established organisational area.

There was discussion about the definition of ‘student’ in relation to studentships which the university will review and advise the unions offline. The timeline between ‘new organisational area’ and ‘organisational area’ has been articulated but deleted in the ASA and does not appear in PSA; the University agreed to review this and advise the unions. The University advised the



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Unions that reference to a “casual with carer responsibilities” has been inadvertently deleted; it is currently not part of conversion but will be reviewed and placed appropriately in the agreements.

The NTEU objects to the change in recruitment for fixed-term appointments being funded externally and the overall changes to the clause in relation to language simplification. The NTEU also did not agree with the removal of clause 14.3(b).

CPSU objected to the removal of clause 14.3(b) as they believe this statement is a statement of intent rather than an aspirational statement that outlines provisions, entitlements and benefits available to staff. The CPSU also opposes to the removal of 1.2 (c) with the university no longer having to give a reason for declining a request for part time employment from full time.

The University did not agree with the CPSU; motherhood statements are not statements of intent. The University is looking at creating an introductory statement rather than aspirational statements.

The Unions expressed concerns over the proposed changes to the conversion process especially with the implementation of project Essex. The University reiterated it was not intending to generate fixed-term appointments under the guise of Project Essex.

### Academic Staff Agreement

The overall wording of the Academic Staff categories of employment provisions has been simplified. Again, the references to probation and providing basic details when moving to part-time employment have been deleted for reasons that have already been outlined.

The “external funding” category of fixed-term employment has also been amended as per the Professional Staff Agreement changes.

In relation to the casual employment provisions:

- these have been amended to remove statements of intention, which in the University’s view are not appropriate for inclusion in an enterprise agreement;
- clause 1.7(f) (which is the current clause 14.28), has been amended to state that the University will use its best endeavours to reduce casual employment over the life of the Agreement;



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- the current clause 14.34, which states that casuals will not be disadvantaged if they are unavailable due to carer's responsibilities, has been deleted – this covered by various legislative protections such as general protections provisions, and anti-discrimination laws;
- the majority of the current clause 14.35 has been deleted, as it simply re-states the University's current practice of providing a casual employee with basic details of their engagement. The University is also required to provide this information under the Fair Work Act.

The NTEU objected to the changes around casual employment and the foreshadowed excision of TFR's and CDF's. The NTEU again objected to the removal of 1.7(b), and 1.7(f) and suggested given there was reference to 'supervisor' in the clause; the supervision clause should not be deleted from the agreement. The NTEU also want 'merit-based' appointment re-inserted into the clause and expressed overall concern with the suggested changes by the University.

The University has proposed to discontinue Teaching Focused Roles and Career Development Fellowships and looking at ways to improve conditions, opportunities, rewards and entitlements for casuals. Existing ongoing TFR/CDF's will automatically be converted to ongoing academic staff, with fixed term TFR/CDF's will be converted to fixed-term academic staff. A 'transition' clause will be created to accommodate the categories to be excised that will be contingent of a workload model. The University and NTEU will need to have an additional meeting to discuss the transition clause.

The NTEU objected to the deletion of the TFR's which gave long-term casuals a career path into academia. The NTEU are surprised by the position of the university to remove CDF's as these roles have raised morale and reduced casualization. The whole point of these programs is to take the casual workforce and do something positive.

The University disagreed with the NTEU's; Deans view CDF's and TFR's in very different ways based on their disciplines and how they see their schools progressing. The University consulted with each Dean/Director for their position on TFR's and CDF's and overall it was preferred to not see these categories in the current structure. Another major factor for the University is to work through the dramatic shift from the growth agenda with increases in student load to a university that is losing its student load and having to revise the growth scenario significantly.

The main issues with TFRs and CDFs as they current stand relate to:



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- Dealing with levels of casualization: the University is working on delivering a stronger suite of opportunities for casual staff in terms of career opportunities, and connectedness with the university;
- The idea to transition TFR's into mainstream academic role; most starting academics want to engage in research but the limitation of a TFR role prevent this;
- It is not a category of employment as it only pertains to a small number of people and is limited in its ability to reduce casualization;
- Creates a 'second-class' academic status with many TFR's having to do research in their own time;
- Concerns about target limitations which is not appropriate in a number of parts in the university; and
- Concerns about time limitations with teaching caps which would be an appropriate for a TFR academic who just wants to teach in a university setting.

### *d. Work environment (Unions to speak to their position)*

The Unions spoke to this theme which was part of their log of claims. The CPSU raised issues about the impact the current work environment has had on its members in relation to increased workload with the university particularly following from the EVRS and now with Shared Services being implemented. The CPSU suggests strengthening consultation with staff to receive better feedback during consultation about change. The CPSU also put forward a strengthening of wording in clause *26.8 Dignity and Respect in the Workplace* as the University's commitment to addressing these issues.

The NTEU proposed a new clause in relation to addressing the grievance process within the university which clearly articulates the process involved in raising a grievance that is managed and resolved expeditiously given the amount of time it currently takes to investigate and resolve a grievance through the complaints unit.

The University advised a lot of issues relating to grievance were covered in the bullying and harassment policy and the misconduct clauses and policy. The University's position is to remove process and procedures from the agreement and place them in policy.



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### 3. Annual Leave – off agenda

The University requested discussion about the Christmas / New Year shutdown, seeking agreement from the Unions to the changes to the clause that could be implemented for the next Christmas / New Year shut down period in 2017/2018 as the current agreement does not allow changes to cover specifically the days when Christmas occurs on Monday as will happen in 2017. If the university is looking to shut down the Thursday before Christmas, the current agreement will not allow it. There was discussion about the types of leave that could be taken during this period.

### 4. The following clauses were not discussed and have been held over to the next meeting on 10<sup>th</sup> May:

- a. Individual flexibility arrangements
- b. Organisational Change
- c. Job Security And Outsourcing
- d. Redeployment And Redundancy
- e. Flexible Hours of Work Scheme
- f. Parental Leave

### 5. Next meeting - Wednesday 10<sup>th</sup> May 2017

Clauses to be discussed:

- a. Misconduct
- b. Performance
- c. Disputes
- d. Career Development, Planning and Review
- e. Professional staff workloads – NTEU to provide a new clause

Meeting closed 4.05pm