



## Without Prejudice

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### **Enterprise Bargaining Meeting 9 (Academic clauses)**

**Wednesday 14<sup>th</sup> June 2017**

**10am – 4.00pm**

**Building EZ, Room EZ.1.57 (Geoffrey Robertson Room), 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**

**Clare Bockmann, Senior Workplace Relations Specialist**

**Dr David Burchell, NTEU Branch President**

**Tamara Talmacs, NTEU Industrial Officer**

**Dr Terri Mylett, NTEU Academic Staff Representative**

**Leslie Cowles, NTEU Professional Staff Representative**

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

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### **MEETING NOTES**

#### 1. Welcome

Professor Kirkpatrick welcomed all the parties to the bargaining meeting and thanked them for attending; noting apologies from Natasha Maiolo, Rohan Giles and Joshua Gava (NTEU Observer).

#### 2. Clauses for discussion:

##### *a. Academic Workloads (ASA clause 22)*

The NTEU raised concerns about the 85% maximum upper limit for academic workloads particularly as there is no proposed limit against each academic intensity i.e. teaching, administration, research etc. There is nothing in this clause that ties down what this percentage means and the clause needs to define the 85% in alignment with a 35 hour working week. The NTEU objected to the deletion of the wording "...to the community..." and the inclusion of "...approved service..." as they believed service to the community should not just be restricted to the university and colleagues. The NTEU also disputed the change in 1(a) which now sees supervisors being responsible for allocating workloads and believe this responsibility should remain with Deans and Directors.

The University agreed to review what the 85% encompasses but is reluctant to place limits within each intensity as this changes across an academic's workload over time. The University also agreed to review the interpretation of workload allocation and the responsibility of supervisors in 1 (a).



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The NTEU do not agree with the University's claim that the draft clause allows for academics to alter their workload in intensity dependent of negotiation of workloads within schools and institutes and are unsure why the University is proposing to change the clause as they do not believe there are any issues with the current clause. The NTEU also stated the draft clause does not adequately articulate the workload dispute process especially with the University's proposal to remove the dispute resolution panel. The NTEU advised the University they are not convinced that the excision of TFR and CDF roles will reduce the level of casualization and is not prepared to discuss the clause in relation to the transition of these existing positions until clarification from the University as to what it intends to do to replace these roles.

*b. University Work Plan Committee (ASA clause 21)*

The University is proposing to change the word 'School' to 'Academic Unit' to future-proof the language of the agreement to any future academic structural change. The composition of the University Workplan Committee remains unchanged as does its meeting frequency. The role of the University Workplan Committee has been simplified. Publishing the policy on the website remains unchanged. Deletion of 21.1 and 21.3 as the University's Workplan Committee is now already established and therefore not required to charge it with tasks it already does. Operational descriptors of the University Workplan Committee are working and do not need to be specified in the agreement. The Academic Unit Workplan Committee composition also remains unchanged. The frequency of the meetings and specific role of the committee will be determined by the relevant academic unit head.

The NTEU sought clarification of the role of the University Workplan Committee to be outlined in the clause and whether the University Workplan policy would be retained and work next to the clause. The NTEU stated the need to develop a policy which lays out and draws upon outer limits of the clause for schools to develop their own policies not specified in the clause. They do not agree with the removal of details specifying the terms of reference of the academic unit workload committee (sub-clause 21.12) and still saw merit in retaining sub-clauses 21.9-21.11 which give some philosophical principles and procedural matters i.e. quorum/meeting dates.

The University agreed to review the clause in conjunction with the union's feedback.

*c. Academic Career Development, Planning and Review (ACDPR) (ASA clause 24)*

The University is proposing to change the word 'School' to 'Academic Unit' to future-proof the language of the agreement to any future academic structural change. Wording has also been updated to reflect the correct terminology used throughout the university. The University proposes moving the current *Supervision* clause into the ACDPR clause as new simplified sub-clause 24.1 rather than deleting it altogether. "Supervisor" will continue be defined in the Academic Staff Agreement.



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The University updated sub-clause 24.2 (d), which refers to probation being confirmed, has been removed as academic staff on probation do not have access to the ACDPR process. Sub-clause 24.3 (c) updated to refer to the correct sub-clauses in relation to evaluative data. Sub-clause 24.4 reordered (iv) and (v). The University reinstated some descriptors of academic work in the workload clause. Currently the majority of school use hours as the basis for workload plans and agreed to perform comparative calculations to determine how the 85% limit work in a 35 hour week.

The NTEU pointed out the confidentiality sub-clause has been removed in relation to the release of SFT's and sub-clauses 1.3 (a) to (d) does not specify the evaluative data. The NTEU expressed concerns about the use of SFT's in determining academic performance and want to maintain the sub-clause in relation to confidentiality. The NTEU also objected to the changes in relation to the peer review and mentoring program particularly the removal of the alternate choice of reviewer to be chosen by the employee and suggested rewording the current clause 24.8 to allow not just the supervisor but the employee to be involved in the choice of reviewer.

The University responded by advising the NTEU that SFT's were not the only measure of performance. The evaluative data would be dependent on how their workload is made up. The University believes the peer review program is an opportunity for the employee to be part of the program that will enhance their career, however, agreed to revise the wording that allows for staff to be involved in the choice of reviewer.

The University disagree with the NTEU's request to re-insert 'documents and discuss' in sub-clause 24.2 (e) (iii) as Compass allows for career development at any time, not just at the annual performance review and maintains its position to merge 24.2 (e)(v) into 24.3.

Following further discussion, the NTEU agree to the modified supervision clause being moved into the ACDPR clause as a sub-clause and the University agreed to the reinstatement of 'documents and discuss' in sub-clause 24.2 (e) (iii).

### *d. Categories of Employment (ASA clause 14)*

The University maintains its position to remove TFRs and CDFs. Employees currently engaged in existing TFRs would be moved to mainstream academic roles consistent with the current appointment (level, term etc). This transition will also involve a review of the staff member's existing workload allocation. Employees currently engaged in CDFs will work out their existing contracts and will not transition into the new workload allocation model.

The NTEU do not agree with the removal of TFRs and CDFs. TFRs have been popular as it gave casual academics a pathway to move into a more permanent position with an ongoing academic



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career. The NTEU also questioned why the CDF position was not popular. The NTEU wishes to see a commitment from the university that addresses the issue of casualization of academic staff.

The University advised it was difficult to appoint people into CDF roles and there was a preference in schools and institutes to appoint post-doctoral researchers rather than CDFs. It also recognised that casuals in the university could fall into three different categories; HDR students working as casuals, professional casual who engage in teaching on an ad-hoc basis and the career academic casual seeking an academic career. The University has put together a package within the Enterprise Agreement that enhances the conditions and entitlements of career academic casuals that gives them stronger connections to the university to be released in early 2018. The University also stated given the current climate with cuts to funding and student load, it cannot commit to having a conversion option for casual academic staff or new appointments as a career pathway for casual academics and financial factors cannot be ignored to ensure viability of the university.

e. *Casual Employment (ASA clause 14)*

The University has defined the term 'Sessional Academic Employee' as a casual Employee engaged on a regular and systematic sessional basis. The University has agreed to remove 'competitive' from the appointment process for casual academic staff.

Proposed sub-clause 1.9 outlines the resources that will be available to Sessional Academic Employees including:

- Access to the University's IT resources, including network and intranet access, and the library for the duration of their appointment;
- A staff ID card, a staff email account, and inclusion in the online staff directory, indicating they are a Sessional Academic Employee;
- One payment of 1.5 hours upon completion of the University's online Orientation program;
- Paid attendance at any School-level induction program that the Employee may be required to attend, to a maximum of 4 hours per teaching session;
- One payment of up to 4 hours upon providing evidence of successful completion of the University's mandatory online training relating to Work, Health and Safety, Privacy Awareness, and Equal Employment Opportunity;
- A technology allowance of \$50 per teaching session if;



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- The Employee is not otherwise employed by the University; and
  - The Employee is required in the normal course of their approved duties to regularly utilise a mobile phone and/or the Internet; and
  - Payment of the allowance is approved by the Dean or Institute Director.
- The opportunity to apply for a Vice-Chancellor's Professional Development Scholarship;
  - The right to be nominated for the Vice-Chancellor's Excellence in Teaching Award;

The University also stated any casual staff member who provides evidence of successful completion of WHS training will be reimbursed for their time. All sessional academics will be entitled to the \$50 tech allowance. Provisions will be arranged to allow sessional academics full year access based on schools identifying their need for the casual staff member to be employed for the full academic year which will give them continued access to the required resources without the break in the middle of the year.

The NTEU sought clarification in sub-clause 1.8 in relation to minimum time employed in a teaching session. The University advised they are not placing a minimum number on the amount of teaching each week but more so if they are carrying out the same work on a regular basis. NTEU suggested it would be more beneficial to define and emphasis 'sessional' to determine a regular casual academic. The University agreed to review and provide feedback to NTEU.

The NTEU raised the issue in sub-clause 1.6 in relation to staff being asked to disclose other employment in the university and suggested including the word 'teaching' which the University agreed to review. The NTEU also raised the issue of access to offices, however the University advised this is a matter that is managed in the relevant academic unit and should not be specified or enshrined in the agreement.

### *f. Probation (ASA clause 13)*

The University is maintaining its proposed changes to the probation clause including:

- Termination during the probation period. However, extensions to probation remain unchanged;
- Removing of the mid- point reviews and propose instead at least quarterly supervisory meetings with the new employee; and



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- Removal of the Probation Review Committee. The mechanisms for staff to challenge termination of their contract exist via the dispute resolution clause and this is an example of simplification of process, particularly one that is onerous, takes time and costs money.

The University proposes a termination notice period of 12 weeks or payment in lieu.

The NTEU want the review committee to be reinstated and proposes making the probationary period one year instead of two with the option to extend past the first year as an opportunity to show improvement. There was overall disagreement with the proposed changes to the payout period, reduced from six months to 12 weeks.

The University advised the NTEU that the main purpose of revising the academic probation clause is to identify when a probationary period is not working out or when an academic is not delivering or responding to performance improvement measures. At present academic staff cannot be terminated during probation whereas professional staff can be terminated after all measures are exhausted. The University proposed reinstating the review committee

The NTEU believe there needs to be much more clarity about the period of time an academic has address concerns raised during probation.

The University and NTEU agree to have offline discussions about how to move forward with this clause to reach agreement.

*g. Definition of Academic Rates of Pay (ASA Schedule 2)*

The NTEU proposed the current definition of academic rates of pay for casual academics needs to be reviewed given the changes to teaching methods in some disciplines are not considered small group teaching and agreed to submit a proposal to the University.

3. Next meeting:

Monday 19<sup>th</sup> June 2017

Common clauses for discussion with CPSU and NTEU