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Enterprise Bargaining Meeting 7

Wednesday 24th May 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 (from 12 noon)
Dr Terri Mylett, NTEU Academic Staff Representative
Rohan Giles, NTEU Professional Staff Representative
Jen Mitchell, CPSU Industrial Officer
Scott Pendlebury, CPSU Branch President
Lorraine Fordham, CPSU Staff Representative
Michael Reolan, CPSU Staff Representative
Sonya O'Shanna, Executive Officer, Major Projects (notes)

Meeting Notes

1. Welcome – Professor Kirkpatrick

Professor Kirkpatrick welcomed all the parties to the bargaining meeting and thanked them for attending and welcomed back Jen Mitchell who returned from leave.

2. Clauses for discussion:

a. Casual academic employment

The University presented an in-principle outline of what it is proposing to offer to our more regular academic casual staff (as opposed to the ad hoc/occasional casuals), and seeking to ensure that regular casuals are appropriately resourced and remunerated. The University is looking at the adjustments that can be made to our IT, library, and building access systems to facilitate this.

To respond to the NTEU's casual claims:

- WSU staff card for 12 months to maintain library access etc.: we are looking into whether this can be achieved and if so, how (predominantly from a systems point of view). It is our aim to work towards this;
- WSU email address for 12 months: again, it is our intention to work towards this and we are looking at how this can be achieved;



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- designation to one work site to ensure compensation for travel time: the University cannot agree to this;
- payment for attendance at all necessary meetings, compensation for additional travel, collection of exam papers: the University cannot agree to this, but we are working to identify the activities for which casuals should be paid and on this basis will provide a more comprehensive response to the NTEU;
- access to internal offices to meet with students as casual staff members: we believe this option is already available to casual staff. If there are instances where staff in Schools or Institutes are having trouble doing this, they should take it up directly with the head of School or Institute;
- merit-based recruitment and selection: the University agrees to this and will provide some wording;
- \$100 technology allowance per teaching session: University's position is that we will maintain the current provisions, which allow for a \$50 technology allowance per session to be claimed;
- payment for all work casuals are expected to perform: the University will remunerate casuals for all work we require them to perform as a casual staff member of the University – this is already dealt with in clause 7, Schedule 2 of the Agreement.

We have also thought about what else we can offer to provide our regular casuals with a stronger and better experience during their employment with us. We have come up with:

- allowing casuals to apply for VCPDs (new category to be created);
- allowing casuals to be nominated for VC's Excellence Awards in Teaching (new category to be created).

There are clauses in the current Agreement -14.32-34 – which relate to unavailability to attend work for personal and parental leave purposes – these will remain unchanged.

The NTEU acknowledged the work the university is putting together to enhance casual academic conditions and entitlements.

The NTEU did not support the University's proposal to phase out TFR roles in the agreement and does not understand the University's approach to this.

This category was designed over the course of two Agreements to improve the working conditions and lives of target groups of casual staff. These programs were carefully dovetailed to:

- improve the lot of a significant number of casual staff; and
- gave ambitious casual staff aspirations for the possibility of something better.

The NTEU also flagged a claim in their log in relation to the payment of casual work.

b. Workloads (Academic)

The University is proposing a revised model for dealing with the allocation of academic workloads.



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The aim of the model is to revise how academic employment is considered in the context of an academic's career life cycle and the University's organisational needs. This will involve the discontinuation of TFRs and CDFs. Instead, all academic staff will be appointed as mainstream academics with varying workload allocations that recognise individual career trajectories, performance, and the needs of the University.

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 transitional provisions for TFRs and CDFs will be captured in a separate clause.

Clause 1(a) clarifies that the clause does not apply to casual employees. This is consistent with the current Agreement.

Clause 1(b) states that unless otherwise stated, Deans and Directors, or their nominees, are responsible for allocating workloads in accordance with the clause. The words "or their nominees" have been added as there may be occasions on which an academic staff member's supervisor has responsibility for dealing with workload allocation.

Clause 1.2 states that academic work at the University may encompass a combination of:

- o teaching;
- o research and development;
- o administration and governance; and
- o approved service to the community.

Clause 1.3 sets out the principles for allocation of academic workload, and is broadly consistent with the corresponding provision in the current Agreement. The clause states that workloads should be developed having regard to:

- o the major areas of academic work;
- o the hours of face to face teaching or equivalent in blended learning or online delivery modes, and assessment load over the course of a calendar year;
- o the combination of undergraduate and postgraduate teaching (note: current clause refers to "balance");
- o the quantity and quality of research activity (note: current clause refers to "scale and scope");
- o workloads being allocated on the basis of a full calendar year, not just teaching periods;
- o allowing for flexibility in the proportion of time allocated to the wide range of academic work;
- o the extent of contribution to administration, governance, and service relevant to the University;
- o the varying circumstances, structure, and mission of each School; and
- o allowing for fair and equitable distribution of workloads amongst employees.



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Clause 1.4 deals with allocation of workloads which will be negotiated between the employee and supervisor and include an appropriate mix of academic work, which may include intensity in any particular area of academic work.

Clause 1.5 covers resolution of disputes about workload allocation and the steps involved in resolving a workload dispute.

This practice represents a change from the current arrangements regarding individual work agreement dispute resolution via a panel, so that any issue may be dealt with expeditiously, which is beneficial for both the employee concerned and their unit.

Clause 1.6 deals with academic availability. These provisions are largely consistent with the current Agreement.

The NTEU object to the changes proposed in this clause. They do not agree with the changes to the dispute resolution process in that they could not see there would be grounds for a dispute nor does it explain a collegial and consultative process. They also do not agree with the removal of outer limits in workload allocation. The NTEU does not support the removal of the university workplan.

The NTEU proposed an alternate clause to the bargaining table that sought two amendments to the existing clause.

c. Workloads (Professional)

The NTEU and CPSU tabled separate amended clauses.

The CPSU put forward a draft clause that allows for individuals and groups of staff to come forward when there is a workload issues within a team unit. The draft clause also includes measures to prevent workload from becoming an issue in the first by looking at workload for professional staff in the broader context.

The NTEU put forward a draft clause that includes the implementation of regular collegial meetings and workload meetings whereby work units can discuss workload issues as a group rather than the issue being isolated to any individual.

The University did not agree with the NTEU's suggestion of twice yearly collegial meetings, rather work units should be meeting more frequently (not articulated in the agreement) with outcomes recorded in compass.

The University does not support implementing a panel for review process but review both clauses in detail and put forward any revisions to the unions.

3. Outstanding clauses

- a. Policy – not discussed
- b. Supervision – not discussed
- c. Flexible Work Provisions – not discussed
- d. Right to request flexible work arrangements - not discussed
- e. Individual Flexible Arrangements - not discussed
- f. Termination of Employment (ASA) – NTEU want 2 weeks' mutual notice for termination for academic staff and maintain 1 hours' notice for professional staff. The University will review the clause in full and put forward revisions to the unions.
- g. Long Service Leave (ASA) & (PSA) – The University will not agreement to Long Service Leave recognition from NSW Public Sector and maintains its right to be able to direct staff to take Long



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Service Leave and refusing applications with 6 months' notice. The NTEU do not agree with 90 day portability cap for new staff coming to the university. CPSU want to maintain recognition of Long Service Leave from the NSW Public Sector.

- h. Flexible hours of work scheme and policy –The Unions position remains unchanged with no changes to the clause and no aspects of the clause being moved into policy. Western has sought feedback from staff and responding to their feedback.
- i. Organisational Change – NTEU do not agree with revised clause provided by University and is seeking for their proposed changes to the clause being re-inserted. The University has not agreed with any proposed changes put forward by the NTEU other than wordsmithing. CPSU suggested revisions around current PSA clause 45.9 (displaced staff severance pay) and suggest it be inserted into the outsourcing clause.
- j. Job Security and outsourcing – The University maintains a condensed version of the clause for job-security rather than deleting it and moving outsourcing to organisational change. NTEU do not agree with proposed statement in 1 (a) of the clause. NTEU do not agree with deleting the current job security clause. CPSU wants to see more specificity in 1 (a) and is seeking to retain 45.1-45.4 of the current PSA clause.
- k. Redeployment & Redundancy – CPSU are seeking insertion of a new sub-clause 1.3(iv) under support to be provided who have elected redeployment to have access to potential vacancies that they could apply for. The University advised they currently do this however there are instances where there are not suitable vacancies available for redeployed staff. The University agreed to look at the clause and CPSU's suggestion. NTEU are maintaining their position of no forced redundancies and do not agree with staff having to make an election in a seconded role regardless of the length of the secondment.
- l. Personal Leave – CPSU wish to expand cultural leave to cover community leave. The University does not agree with this proposal.
- m. Parental Leave – not discussed
- n. Domestic Violence support – not discussed
- o. Probation – The University's position remains unchanged with the removal of review committee.
- p. Superannuation – cannot be considered without looking at the total envelope of financial costs to the university.
- q. Academic Career Development, Planning and Review – not discussed
Aboriginal and Torres Strait Islander Peoples Employment Scheme – The NTEU is seeking guidance from its members in relation to the proposed clause tabled by the University. The numeric objective is still an issue. The University advised if a target is included in the clause it would be a national target not a regional target.
Categories of Employment (ASA) & (PSA) – not discussed
- r. Conversion fixed-term and casual – not discussed
- s. Dispute Settlement – not discussed
- t. Misconduct / Serious Misconduct – not discussed
- u. Professional Staff Career Planning and Development – not discussed
- v. Union Representation – not discussed



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Unsatisfactory Performance – not discussed

4. Next meeting – Wednesday 7th June 2017

Clauses to be discussed:

- a. Descriptors and pay rates
- b. PD evaluations
- c. Broadband positions
- d. Work, Health and Safety (Grievance – draft NTEU clause)
- e. Agreement title