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Enterprise Bargaining Meeting 14

Wednesday 26th July 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
Joshua Gava, NTEU Industrial Officer
Dr Terri Mylett, NTEU Academic Staff Representative
Rohan Giles, NTEU Professional Staff Representative
Leslie Cowles, NTEU Professional Staff Representative
Jen Mitchell, CPSU Industrial Officer
Scott Pendlebury, CPSU Branch President
Michael Reolan, CPSU Staff Representative
Sonya O'Shanna, Executive Officer, Major Projects (notes)

Meeting Notes

1. Welcome

Professor Kirkpatrick welcomed all the parties to the bargaining meeting and thanked them for attending, noting apologies from Lorraine Fordham and Carmel Votano. Professor Kirkpatrick also welcomed Joshua Gava, NTEU Industrial Officer who is currently replacing Tamara Talmacs during her period of leave.

2. Clauses for discussion:

a. Term of the Agreement

The University proposes a four year agreement. The NTEU and CPSU prefer three year agreements however CPSU did advise their position could change depending on the composition of the entire agreement.



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b. Probation – Academic

The University and NTEU agreed to change 1.6 (b) (iii) 'selected' to 'nominated' and the University agreed to reinstate 1.6 (b) and (c) in relation to Employment Executive member as the decision maker instead of the ED HR which the NTEU agreed to. The University also removed 'final' from sub-clause 1.5 as there is a probation review which makes a final determination.

The NTEU maintained its objection to six months being the minimum term of appointment before termination especially for academics that have a teaching allocation in their workload and stated provisions that an employee cannot be terminated before two sessions; one session to identify the issue and the subsequent session to have the opportunity to address the issues, and undertake training be articulated in the clause.

The University proposed it will consider a longer notice period but maintain its position to retain a three months' notice period or payment in lieu. The NTEU agreed to consider this proposal and provide a response.

c. Categories of Employment

i. Academic

The University maintains its position to remove TFR and CDF positions. As a measure to address casualization, the University proposes to advertise all Level A academic roles internally only in the first instance which will be articulated in the agreement.

The NTEU advised they will review this proposal and provide feedback. The NTEU advised their members will want to see retained in the agreement a commitment from the University that it will be active in its efforts to not increase casualization. The NTEU advised they are determined that the TFR program needs to be retained unless the University proposes a comparable program that achieves the same outcomes for casual staff that the TFR program has done.

ii. Professional

The University maintains its position on limited term appointments for positions 50% or greater being externally funded as offering these positions as ongoing would put financial strain on the business unit once external funding ceased.

The CPSU do not agree with the removal of 1.1 (b) and (c) and want to retain reference to *written* records to changes in employment (1.2 (b) and (c)). The Unions advised information



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that is needed for staff to understand provisions relating to a variation of appointment need to be articulated in the clause.

The University agreed to review the clause to see if any component of 1.1 (b) and (c) and 1.2 (b) and (c) can be reinstated in the revised clause.

d. University and Academic Unit Workplan Committees

The University agreed to reinstate the current sub-clause 1.11 with updated wording and the original wording of sub-clauses 1.7, 1.8 (a), 1.8 (e), 1.9, 1.11 (c), 1.12 (a), 1.12 (c) and 1.12 (e) and proposed adding “and the Academic Unit” for policies to be placed on the website.

The NTEU agreed with the additional wording at 1.4 but believes the clause does not capture all the information required for staff. The NTEU advised there was still no agreement for changes to 1.3 given there is no explanation of the purpose of the policy or the interaction between the university and school level policy and requires a statement of principle to back up 1.9 (a). The NTEU also believe the principles should guide the operations of the University Workplan Committee which are invisible in the proposed clause and suggested reinstating wording used in the 2009-2012 agreement.

The University did not believe reinstating everything in the current clause is needed and asked the NTEU to provide feedback on what they believe should be retained. The University agreed to review the wording in the 2009-2012 clause.

e. Workloads

i. Academic

The University maintains its position to:

- Remove TFRs and CDFs;
- To implement an 85% maximum upper limit on any one area of academic work; and
- Upper limit on marking is agreed at the current maximum amount of 135 students.

The University also wishes to maintain its position on the escalation of workload disputes through the Dean to the Deputy Vice Chancellor (Academic).

The NTEU do not agree with the proposed clause as they believe a single maximum upper limit is not sufficient, rather the union prefers limits on each component that makes up an academic workload. The NTEU also noted the absence of research workloads.



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The University presented examples of a workload composition under the proposed model and reiterated the proposed model allows academic units and individuals the capacity to change the intensity of a workload over the course of an academic career. The University believes this model is based on norms that academic can work around.

ii. Professional

The CPSU agreed to the changes in 1.2 and 1.2 (a) and 1.3 however did not agree the wording changes in 1.2 (b) as there needs to be evidence that Project Team/Manager has adequately considered and addressed any potential impact of changes on workloads.

The University maintains its position to not include a provision for twice yearly formal meetings as the University expects business units to meet regularly. If staff experience workload issues that cannot be raised with their supervisor/s, the University encourages staff to contact their Senior HR Partner to raise the workload issue.

The University agreed to create a definition of 'work profile' in the definitions clause that identifies what an employee's work occupancy is down to the days they work if they are part time. The CPSU agreed with this proposal.

The University maintains its position not to include reference to HSRs or WHS Committees as a review point for workload disputes. The ED HR is the appropriate escalation point. Both Unions do not agree as they believe the ED HR is a suitable arbiter to determine a workload dispute and wish to maintain either HSRs or WHS Committees.

f. *ACDPR*

The University proposes to include SFTs be available to Deans/Directors to allow them to have a complete overview of the performance of the business unit. The data released to the Deans/Directors could be quantitative rather than qualitative data. The University is concerned about the best learning outcomes in the best interest of students and believe if students are becoming personal in their evaluations; the Deans/Directors should have an opportunity to support their academic staff.

The NTEU reiterated its members will not agree with the release of SFTs to Deans/Director particularly if it is used as a key marker of academic performance when there were issues outside their control.



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g. Termination of Employment

The University has returned to 1 hour notice for casual academic staff based on feedback they received from Deans, Supervisors and Managers with many expressing concern either 1 or 2 weeks' notice would have on staff and students.

The NTEU maintains its position for 2 weeks' notice however sought confirmation if the University's offer of 1 week was still for discussion. The University advised it is maintaining the status quo of 1 hours' notice.

h. Intellectual Property

The University acknowledges the proposed clause submitted by the NTEU which expands on moral rights however wishes to roll over the existing clause as the University's contractual arrangements with partners already protect the moral rights of the university.

The CPSU initially advised it agreed to roll over the current clause, however has requested to review the NTEU's draft clause before making a final determination of their position.

The NTEU agreed to track their amended clause against the existing clause and discuss with CPSU.

i. Conversion

i. Professional - AGREED

The University agrees to the wording from the NTEU in 1.1 (b) (v) in relation to satisfactory performance and wishes to reinstate the Dean/Director approval to become a new sub-clause 1.1 (b) (vi).

The Unions did not agree with the inclusion of 1.1 (b) (vi) and following discussion between all parties, the following wording was agreed: "*A fixed-term Employee may make a written application for conversion to ongoing employment which will be endorsed by the Dean or Director of the work unit if they meet all of the following conditions...*" The University agreed to excise 1.1 (b) (vi) as it was now covered in the opening statement of 1.1 (b) (vi).

All parties agreed to the revised version of this clause.

ii. Academic

As with the professional staff clause, the University and Unions agreed to the revised wording in 1.1 (b) "*A fixed-term Employee may make a written application for conversion to ongoing employment which will be endorsed by the Dean or Director of the work unit if*



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they meet all of the following conditions...” with the excision of 1.1 (b) (vi) as it was now covered in the opening statement of 1.1 (b) (vi).

The NTEU expressed concern about casualization and proposed new wording to address this issue however the University advised it cannot support conversion of casuals and provided a new proposal whereby all Level A academic appointments would be advertised internally in the first instance, giving casual staff an opportunity to apply.

j. Research Misconduct

The University maintains its position to not conduct interviews with staff in the presence of the staff member being investigated. The NTEU is concerned about protecting both parties and both unions agreed to provide wording that makes ‘appropriateness’ of conducting interviews in the presence of the accused as provide examples where staff can provide evidence not in the presence of the accused. The Unions will also consider wording and definitions of what constitutes research misconduct as the University proposes to remove examples from the clause.

k. Renegotiation of the Agreement - AGREED

The University proposed changes are mainly simplification with a proposal to meet not later than three months before the nominal expiry date. The University also discussed some minor changes to the clause and the excision of the statement in 1.1 which is aspirational.

The Unions did not agree to the excision of sub-clause 1.1; it is not an aspirational statement rather it sets the tone for the workplace. The Unions also believe 1.3 acts to increase staff awareness of the process in relation to enterprise bargaining and should also be retained.

The University considered the feedback from the Unions and agreed to reinstate 1.1 and 1.3. The Unions agreed with the changes to sub-clauses 1.1 (a), (b) and (c).

All parties agree to the clause.

3. Next Meetings

- a. 2nd August – confirmed
- b. 23rd August - confirmed
- c. 13th September - confirmed