CURTIN UNIVERSITY ACADEMIC STAFF ENTERPRISE AGREEMENT: Curtin’s proposal

The key items the University will address through the enterprise agreement making process for academic staff are:

1. SALARIES

To make a salary offer as follows:

- Salary increases every six months commencing March 2013.
- Final salary increase under the Agreement to be paid in March 2015.

2. LENGTH OF AGREEMENT

To provide for operation of the Agreement for a maximum of 3 years from the current nominal expiry date – ie a new nominal expiry date of 30 June 2015.

3. ACADEMIC CONTRIBUTION AND CAREER PATHWAYS

To introduce a new provision to replace the hours of work and workload clause which:

- Better reflects the contribution of academic staff and academic career opportunities at the University. This includes providing for a broader set of academic career pathways in the University’s academic career structure and workload allocation system.

- Recognises academic roles which comprise different activities on a sliding scale of teaching focussed and administrative/leadership at one end and research focussed on the other and incorporates the capacity to appoint staff to specific job roles and activity mixes.

- Establishes a more responsive and agile mechanism for the review and update of the University’s academic workload allocation system, including creation of a workable consultative mechanism which includes staff involvement.

- Removes the current requirement to agree with the Union the changes required to the academic workload allocation system before any changes can be implemented. The existing requirement does not allow the University to effectively operate in a rapidly changing environment, where academic roles, academic programs, student demands and ways of working can quickly vary.

- Reconfirms the University’s commitment to reasonable workloads that are determined in a fair and transparent way.

- Ensures the University can make better use of multiple study periods or other forms of delivery that now characterises its teaching programs.
• Meets obligations under safety and health laws.

Modern and flexible work arrangements means academic work need not be undertaken solely on campus and this trend is likely to increase. Staff will be required to advise their Supervisor in advance of their location of work and the nature of their work where it is off campus.

4. ACADEMIC CLASSIFICATIONS

To fully adopt the current Modern Award provisions - Minimum Standards for Academic Levels (MSALS). This is standard practice in all other Australian universities.

5. JOB SECURITY: NEW EMPLOYMENT CATEGORIES; REDEPLOYMENT; PLANNING FOR HALF-YEAR COHORT

NEW EMPLOYMENT CATEGORIES

CURTIN CONTRACT: A NEW CHOICE FOR FIXED TERM STAFF

To provide staff with the choice of a new form of appointment. The contract will offer the potential for greater job continuity to staff who would otherwise be appointed on the current fixed term employment arrangements for the work activity categories of research, specific task or project, or organisational change. The new form of appointment will:

• replace the current arrangements for research contingent appointments and fixed term conversion
• incorporate notice periods and severance payments
• provide for improved superannuation entitlements

CURTIN ONGOING SESSIONAL CONTRACT

To provide staff with the choice of a new form of appointment where circumstances allow. The contract will offer casual (sessional) academic staff who are seeking continuity of employment the choice between engagement on an ongoing annualised arrangement or the current casual arrangement.

REDEPLOYMENT

To reflect the national standard of redeployment first and redundancy as a last resort. In cases where staff positions are declared surplus to requirements, the University will pursue redeployment of staff to suitable alternative employment as a first priority. Where suitable alternative employment is secured by the University, the staff member will be transferred to the position. Only where suitable alternative employment cannot be found in a reasonable timeframe will the staff member be made redundant.
HALF-YEAR COHORT

FIXED TERM EMPLOYMENT
To create new work activity categories for fixed term employment. The inclusion of these categories is to improve job security of current staff over the half cohort period and to increase opportunity for appointment of staff with professional practice experience to the University. Specifically, the new categories will address the following circumstances:

- where there is a likely significant increase or decrease in student numbers.
- where recent professional practice is required to a maximum of 5 years.
- where any other circumstance is agreed between the Union and the University

DIRECTION TO TAKE EXCESS LEAVE
To use the provisions for direction to take leave to improve job security of Curtin workforce over the half cohort period. To provide the University with greater ability to direct staff to take excess annual leave (leave in excess of 30 days annual leave) and long service leave.

6. CHANGE MANAGEMENT AND CONSULTATION
To create a less complex consultation process which provides for timely and meaningful two way consultation with staff and their nominated representatives.

7. REVIEW COMMITTEES
To retire review committees which duplicate activities and unnecessarily contribute to workload, place staff and supervisors/managers in unnecessary adversarial situations and prolong the internal processes instead of enabling staff to immediately access external review of University decisions through independent third party tribunals.

8. SAFETY AND HEALTH
To:

- increase the payment of relevant allowances to academic staff engaged in additional duties associated with health and safety.

- include a fitness-for-work clause that assists the University to work with staff who have illnesses, injuries, or other incapacities that impact on their ability to safely perform their normal role.

in recognition of the increased focus on safety and health required within the University.
9. SERIOUS MISCONDUCT

To enable the University to act decisively where a prima facie case of serious misconduct is evident. Specifically, the Vice Chancellor may determine to either summarily dismiss following the staff member having opportunity to respond to allegations, or to suspend with or without pay while the misconduct process is in train.

To devolve the responsibility for decisions on misconduct and serious misconduct matters (other than termination of employment which remains a decision of the Vice-Chancellor) to Executive Managers.

10. ACADEMIC STUDY PROGRAM

To update Clause 34 as the University has met its obligations under this provision in the 2009-2012 Academic Staff Enterprise Agreement.

11. ALLOWANCES

To amend entitlements in relation to use of corporate credit card (Travelling Allowance) and Motor Vehicle Allowance.

12. LEAVE PROVISIONS

To amend notice period for changing Parental Leave dates from 4 weeks to 8 weeks.

To extend the obligation to provide medical certification under Personal and Carer’s leave for when caring for their immediate family or member of household.

13. TERMINATION ON THE GROUNDS OF ILL-HEALTH PROVISIONS

To amend the current provisions: to clarify line management responsibility for forming views as to an individual’s capacity to perform; to shorten the notice period for requiring a medical examination; to focus the medical examination on whether or not the individual is able to perform the inherent requirements of the job.

14. OTHER ITEMS IN THE CURRENT AGREEMENT

To update the Agreement by addressing matters best dealt with outside of any Agreement, such as matters dealt with by the Fair Work Act or University policy matters.

To re-draft some items for clarity and to remove terms which are no longer relevant, such as CELC transition arrangements.