

25 October 2016 – EA Bargaining Meeting

The key issues discussed at the negotiation meeting of 25 October are summarised below.

Superannuation

As previously reported, Curtin is seeking to make changes to this clause to give you more flexibility, including around your choice of superannuation fund. The NTEU would like to maintain Unisuper as the universal provider and not afford you that choice.

We do not support the NTEU proposal for 17% superannuation for everyone, including casual staff, as this would not be financially sustainable for the University. The proposal has an annual cost of approximately \$8 million which would have a significant impact on school and area budgets.

We remain apart on these issues.

Academic matters

The Provost, Professor John Cordery, was in attendance for these discussions.

Academic roles and workload and MSALs

Curtin is seeking to make the workload allocation clause in the agreement less prescriptive and more principle-based, to create more workplace flexibility and allow for new roles to be created to meet future needs. We have made good progress with these discussions and expect to reach agreement on the outstanding matters soon. The first of these is a request by the NTEU to quantify what constitutes a 'reasonable time' for notifying workload allocations to staff. Their proposal is for a minimum of 10 days before the beginning of the teaching period. We have advised that planning is underway on a project for next year that will see workload allocation and timetabling completed well within this timeframe.

Another outstanding matter is the NTEU's request to retain the existing provisions relating to academic attendance on campus rather than adopt our proposal.

While the NTEU does not in principle agree to introducing the broadly-used MSALs (Minimum Standards for Academic Levels) to replace the existing Classification Standards for Academic Staff, it may consider their introduction if concessions are granted by Curtin in other areas.

Misconduct

We are seeking to simplify the current complex and time-consuming processes for dealing with misconduct, including removal of the review committee that duplicates the right of review available to you through the Fair Work Commission.

While the NTEU has provided in-principle support for simplifying misconduct processes, it is fundamentally opposed to removing the panel review process and has suggested that an investigation committee be put in place for academic and research misconduct matters. The NTEU proposition is that only academic peers can review the activities and judgement of an academic who is subject to academic misconduct matters.

Curtin's view is that, while this may be the case in many matters, the Vice-Chancellor, Provost or other senior academic coordinating an investigation will themselves exercise academic judgement in putting together the investigation. Having an established pool of Curtin academics from which investigators are selected may in fact not provide the most suitable person for the circumstances. External investigators may also be appropriate for, say, research misconduct investigations.

We are considering the NTEU alternative proposals but are unconvinced of their merit.

Curtin is also seeking to change the definition of misconduct so that it more closely reflects the Fair Work Commission definition, but this is not supported by the NTEU.

We remain apart on these issues.

Dispute resolution

The current dispute resolution clause includes what is effectively a 'stand still' position which means that the matter under dispute or surrounding activities can't be progressed until the dispute has been settled. In our view, this has been used inappropriately in the past.

At the moment, Curtin is typically the only party within the dispute carrying financial risk because of these delays; there is often no reason for an individual or union raising a dispute to see it resolved quickly and, in fact, there can be a benefit for them in delaying the dispute.

The alternative argument is that matters subject to dispute shouldn't proceed as they could prejudice the potential outcome for an employee. The NTEU has suggested changes to the clause around restricting activities after a dispute is raised but these seem similar to us in operation.

Finding the right balance for all circumstances is difficult and complex. The bargaining parties remain apart on this matter.

Student evaluation of teaching and learning and WPPR

As reported in our last update, Curtin proposed removing the clause referring to student evaluation of teaching and learning as this matter is covered much more comprehensively in our *Course Approval and Quality Manual*. The NTEU said it would agree to the clause being removed if reference to student feedback not being the sole determinant of teaching performance was included elsewhere in the agreement. We have now reached agreement in principle that this will sit within the WPPR (Work Planning and Performance Review) clause.

Parental leave

The NTEU have now withdrawn this claim regarding paid parental leave for primary caregivers. The paid parental leave provisions of 26 weeks for the birth mother and 14 weeks for primary caregivers remain unchanged.

Public holidays

The NTEU reconfirmed their position that they do not support Curtin's proposal to allow for a change to the three public holidays worked and end-of-year closedown.

Coverage of the agreement

The NTEU has acknowledged Curtin's reasons for wanting to create different arrangements for staff at the Curtin Stadium, as it operates in a very different business context to the rest of the University. The NTEU would prefer to include a schedule at the back of the main Curtin agreement rather than creating a separate agreement for these staff. We will continue to negotiate on this issue.

Renegotiation of the agreement

Curtin has agreed to an NTEU proposal to commit to commence renegotiating a new agreement at or before the nominal expiration date of the new agreement.

Term of agreement

The NTEU proposed an end-date for a new agreement of mid-2021. This topic will be pursued at the next meeting when Curtin puts its proposal for salary and term of agreement.

Job security

The NTEU withdrew previous proposals on job security and provided Curtin with modified claims. However, these are around the same themes as the previous proposals.

Job security is a key issue for Curtin staff and we have expressed a desire to reduce the number of staff on fixed-term contracts if some of the disincentives within the current agreement to offering continuous employment can also be reduced. We have proposed a new form of contract (as a substitute for fixed-term contracts) that more closely reflects the terms of contract contained in enterprise agreements for many companies and industries outside of the higher education sector. While giving these contracts consideration, the NTEU does not support their introduction and has suggested that typical continuing employment contracts used in other industries are not seen as relevant.

Accompanying our proposal for the new contracts is the claim to remove the conversion provisions of existing fixed-term contracts.

The NTEU's approach is to introduce further restrictions on the use of fixed-term contracts and conversion provisions. These types of restrictions haven't worked in the past and, in our view, are unlikely to have any positive impact in the future. In fact, they are more likely to create additional disincentives to employ staff within the University.

In our view, the best form of job security in a changing local economy and a changing global higher education sector is a successful university providing great jobs and vibrant careers. We believe the most important questions to be pursued in the negotiation process are how we can make all of our jobs highly productive, effective and cost-competitive.

Hours of work

The claim by an individual bargaining representative for extending the normal operating hours of the University and extending shift work provisions to all staff were withdrawn.

Career development fund

As reported in our last update, the NTEU is proposing that schools jointly fund a plan to establish a \$250,000 central career development fund for general and professional staff. This will be further discussed by the NTEU at a future meeting.

Change management

We feel this clause is close to agreement. The only matter outstanding is the definition of suitable alternative employment and the capacity of professional staff to be transferred to suitable alternative employment prior to any positions being declared redundant. The NTEU has proposed a restriction on transfers without the consent of a staff member to one-level difference, with salary maintenance for 12 months. Curtin has given its preliminary support for the proposal and is giving it further consideration.