

## **30 August 2016 – EA Bargaining Meeting**

The following issues were discussed at the negotiation meeting on 30 August:

### **Coverage of agreement**

Curtin is seeking to add the handful of staff members still covered by a 2008 enterprise agreement to our new enterprise agreement. In addition, Curtin is seeking to have staff employed at Curtin Stadium covered by a new agreement that would be negotiated with those staff. This agreement would be structured to more appropriately reflect the operating conditions of the fitness industry rather than the higher education environment.

Similarly, Curtin would like the capacity for staff working in future operations that do not derive revenue from, or provide services directly to, teaching and research activities to be covered by employment conditions more suited to those activities. This could, for instance, include a restaurant established in the first stage of the Greater Curtin development at Bentley.

### **Superannuation**

Curtin has put forward a clause that enables staff to respond to changes that may occur in Government legislation or the flexibility options provided by the default fund, UniSuper. There is uncertainty surrounding superannuation at present and Curtin wants to ensure that the superannuation clause is structured so that Curtin staff are advantaged, rather than disadvantaged, by any future external changes.

The NTEU will consider our proposal.

### **Renegotiation of the agreement**

Under the current agreement, it is mandatory to commence renegotiation of the next agreement at least three months prior to the notional expiry date of the existing agreement. Curtin is seeking to remove this clause because it doesn't relate to the agreement being negotiated.

The NTEU has not agreed to this proposal.

### **Position classification/reclassification**

The current agreement contains important rights for staff in relation to: the establishment of levels for professional and general staff positions; position reclassification processes; and the review of reclassification decisions. Curtin's proposed new clause retains these rights but removes the detailed processes contained in the current agreement; these processes are already included in comprehensive human resource documentation and guidelines and are not necessary in the agreement to protect staff rights.

The NTEU has not agreed to this proposal.

## **Recruitment and selection**

Under the current agreement, Curtin has a commitment to consult with staff and the Implementation and Monitoring Consultative Committee (IMCC, which includes four union-nominated representatives) about recruitment and selection and appeal processes. Curtin has proposed moving this commitment from the recruitment clause to the clause dealing with the IMCC. We have also proposed removing other aspects of the recruitment clause, except for the right of staff to appeal a recruitment process. There was support for this proposition at the negotiating table, subject to Curtin providing suitable drafting.

## **Fixed-term employment and the 'open' contract**

The higher education sector award contains several restrictions and conditions on the use of fixed-term employment not reflected in awards for other industries. The Curtin operating environment is even more complex again: previous enterprise bargaining negotiations have introduced fixed-term operating conditions that go beyond those contained in the higher education sector awards.

Curtin is seeking to normalise the use of fixed-term contracts to more closely reflect the conditions set out in the Higher Education Academic Staff Award 2010. This award, for instance, does not contain conversion rights.

By contrast, the NTEU has put forward provisions that would create further restrictions on the use of fixed-term contracts.

Curtin understands job security is a key staff issue. Staff employed on fixed-term contracts have regularly expressed concern about the extended periods of time they can be engaged on fixed-term contracts. On the other hand, Curtin managers regularly provide feedback that the conditions contained in the current enterprise agreement are a disincentive to employing staff on continuous contracts.

Resolving this dilemma is complex and will require something significant to change if job security issues are to be addressed in any meaningful way. Restrictions on fixed-term contracts haven't eased job security concerns and Curtin does not see the NTEU proposition (of adding further restrictions) as contributing to resolving the issue in the future. In fact, if implemented, it could further heighten job security concerns.

So what could make a difference? As an alternative to the use of fixed-term contracts, Curtin is proposing a new form of 'open' contract that contains regular employment conditions found in many other industries. This proposal has contracts structured without an end date and with severance provisions increased above current fixed-term provisions to a total maximum of approximately five months. Termination provisions would reflect those currently contained in Curtin Research Contracts.

The Curtin 'open' contract proposal is not yet fully refined; it is being offered to stimulate discussion about what might be possible, with Curtin bargaining representatives keen to engage in ongoing discussions about how job security can be improved. We need to strike a good balance between

addressing the improvement of circumstances for staff employed on fixed-term contracts and the appropriate risk management and operating requirements in a rapidly changing sector.

### **Public holidays and end-of-year closedown**

An academic working party is currently considering the need to work on the three public holidays Curtin has traditionally worked. Curtin is proposing changes to the current public holiday clause to reflect that changes may (or may not) be made in future as a result of the working party recommendations.

Changes to the end-of-year closedown period (which, in future, will be known as a Limited Service Period) could result. However, for the term of the new enterprise agreement staff will still be entitled to the additional four days of days leave included in the public holidays clause, to be taken during the closedown period, irrespective of the number of public holidays worked during the year.

### **Dispute settlement**

The proposed NTEU and Curtin clauses around dispute settlement contain many similar aspects; however, several differences remain and are being worked through.