

## 8 November 2016 – EA Bargaining Meeting

The key issues discussed at our negotiation meeting of 8 November are summarised below.

### **Indigenous matters**

Curtin tabled a revised draft clause which incorporated changes in language suggested by the NTEU and included an alternative proposal to the NTEU's claim to include an Indigenous employment target in the enterprise agreement.

The University's revised proposal contained the following features:

- A commitment to maintain a Reconciliation Action Plan (RAP)
- For the RAP to continue to contain an aspirational Indigenous employment target
- For the Curtin Council to measure and monitor progress against the targets and other initiatives set out in the RAP.

In addition to the above, the draft clause also allows for staff employed on a continuous basis to be seconded to the Centre for Aboriginal Studies for a period of time. The draft clause does not contain 'language allowance' provisions being sought by the NTEU.

The NTEU will provide feedback on our proposals at a future meeting.

### **Excess annual leave**

The draft clause that has been discussed and refined over several meetings has been accepted by the NTEU for presentation to members. The clause features a new definition of excess leave as being six weeks leave (30 days). The University will be able to develop a leave plan with a staff member to reduce leave to 20 days over a six-month period or direct staff to take leave where an agreement is not reached. Of course, the capacity for staff to reach individual arrangements with their line manager to accrue leave for specific purposes remains. While we have an agreement in principle on this issue, we await endorsement by members of the Curtin branch of the NTEU.

### **Fixed-term employment/Curtin Open Contract**

Curtin presented a draft clause for the proposed Curtin Open Contract that can be used by staff who would normally be engaged on a Fixed-Term Research contract. Features of the contract are:

- The contracts have no end date
- A staff member can choose to be employed either on a fixed-term contract or an open contract (employee choice)
- Severance payments are four weeks greater than available under a fixed-term contract
- While contracts have no end date, a termination can occur with four weeks' notice (plus severance, as applicable) on a similar basis to that currently existing for Curtin Research Contracts.

Accompanying the claim for the implementation of open contracts is Curtin's claim to make fixed-term contracts consistent with the Awards for the higher education sector which do not contain any provisions for conversion of fixed-term contracts to continuous contracts.

While the NTEU is giving consideration to the open contract clause we remain at an impasse on the matter of making fixed-term contracts consistent with the Award.

### **Individual flexibility**

The trades unions continue to oppose changes that would allow for greater job flexibilities for individual staff members (in line with our commitment to family friendly practices and support of lifestyle choices) and their position is supported by the NTEU. We have presented our view that, under the provisions of the Fair Work

Act, employees can have access to certain individual flexibilities and Curtin staff should also be able to access these flexibilities. We remain at an impasse on this issue.

### **Dispute resolution**

Curtin understands that, in a dispute, there may be a finding against actions (or inactions) being taken by us and we need to be able to put in place any remedies directed by Fair Work. Short disputes do not present problems in this regard but extended disputes involving legal action can, under existing provisions, significantly hamper the ongoing operations of the University. We have been exploring with the NTEU how a provision may be crafted that presents a balance in this situation but have reached no agreement on this yet. It is our view that, since Curtin carries the financial and operational risk in these situations, then the benefit of the doubt should also be with us and we therefore don't support a 'stand still' provision. We remain at an impasse on this matter.

### **Public holidays**

We have an agreement in principle, subject to endorsement by NTEU members, on a draft clause that provides staff with 2.5 days of leave in lieu for each public holiday worked at the request of Curtin, with these days taken over the end-of-year Limited Service Period. It is further proposed that, until the nominal expiry date of the new agreement, arrangements will still be in place for staff to receive a minimum of four days' leave during this end-of-year period (ie staff will continue to receive a minimum of four days' leave for the 2016/2017 end-of-year break through to the 2019/2020 end-of-year break).

The draft clause contains an exception to the above whereby staff in the 'trades' area will have no changes from the circumstances that currently exist.

### **Confirmation of clauses agreed in principle**

The negotiating parties confirmed that the following clauses had been agreed to in principle as at 8 November 2016:

<b>CLAUSE</b>	<b>CHANGE TO BE MADE FOR NEW AGREEMENT</b>
Renegotiation of agreement	Reference to 3-month timeframe for commencement of renegotiations removed
Implementation of agreement	Clause updated to consolidate references to IMCC
Recruitment, selection and appointment	Clause simplified
Position classification (Professional and General)	Clause simplified
Allowances – occupational health and safety representative	Change to clarify duties for which allowance is received
Career break leave	Removed as not in use
Work Planning and Performance Review and student evaluation of teaching	Change to WPPR clause to incorporate reference to student evaluation of teaching
Occupational safety and health	Clause removed to simplify
Workplace bullying	Reference to OSH allowance shifted to allowances clause
Workplace rehabilitation	Clause simplified
Staff assistance program	Removed for simplification
Personnel files	Updated and renamed 'Employment Records'
Contract of employment – general provisions: Academic probation	Academic probation extended