CURTIN’S ENTERPRISE AGREEMENT: KEY SHORT TERM ITEMS

The key items the University wants to address through the enterprise agreement making process by July 2012 are:

1. SALARIES

The University will 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.
- Should the agreement process with academic staff deliver a higher base percentage salary increase to academic staff then the general staff increase will be adjusted so as not to disadvantage general staff.

2. TITLE - PROFESSIONAL STAFF

The University wants to respond to a call from a majority of general staff to change the naming of this staff group to professional staff.

3. LENGTH OF AGREEMENT

- Maximum of 3 years from current nominal expiry date – ie. new nominal expiry date of 30 June 2015

It is not financially responsible for the University to commit to conditions or salary increases beyond 30 June 2015 until it is able to reasonably determine the related financial and practical impacts of student numbers in the Half-Year Cohort years (the State Government changed school age start dates leading to a 50% reduction in the potential pool of university entrants in 2015).

4. SAFETY AND HEALTH

Curtin recognises the increased focus on safety & health required within organisations, and proposes two initiatives:

- Increase the payment of the following allowances:
  - Health and Safety Representative Allowance from $10.06 per week to $40 per week.
  - First Aid allowance from $10.06 per week to $20 per week.

- Include a fitness-for-work clause that assists the University to work with staff who have illnesses, injuries, or other incapacities that impact their ability to perform their normal role. The only option currently available to the University in these circumstances is to use the “termination on the grounds of ill health” clause which is inappropriate for many circumstances.
5. PLANNING FOR HALF-YEAR COHORT

Curtin needs to plan for and adopt many different strategies to manage the impact of a reduced pool of school leavers seeking University entrance in 2015 (2015 Half-Year Cohort).

FIXED TERM EMPLOYMENT
Curtin wants a new category of fixed term employment which can be used in circumstances where there is a likely reduction in student numbers in a work area that could impact on the number of staff required. For example, this type of contract would be used where a staff member left Curtin in the period leading up to the Half-Year Cohort and a replacement staff member could be recruited on a fixed term basis for the remainder of the period leading up to the half cohort period.

This tool has already been incorporated into the enterprise agreement of another local university to assist it in meeting half cohort challenges. Curtin wants to incorporate the same type of provisions into its agreement.

Specifically this would entail amending provisions governing employment under fixed term contracts to add the following work activity circumstances where a fixed term contract may be entered into:
- where there is a significant increase or decrease in student numbers.
- where any other circumstance is agreed between the Unions and the University.

DIRECTION TO TAKE EXCESS LEAVE
The University wants more flexibility around its current provisions to direct staff to take excess annual leave and long service leave as a further mitigation strategy for the Half-Year Cohort.

The University expects staff to take their long service leave, subject to discussions with their line manager, within a reasonable period of it becoming available, and wants to reduce the current 3 year period allowed prior to any direction to take leave being given.

Taking annual leave is an important health and safety consideration for individuals and it is highly desirable that staff regularly take leave. The University wants to encourage staff to take annual leave, and to reduce the amount of leave that may be accumulated to one year’s entitlement before an arrangement with line managers is required. This is a reduction from the current two year’s entitlement.

6. CHANGE MANAGEMENT AND CONSULTATION

The University wants to respond to staff views expressed through the Your Voice survey and through its complaint mechanisms that the current change management process within the Agreement is not effective.

The University wants to provide a fair and transparent process which facilitates a two way consultation process, minimises staff anxiety and uncertainty and allows the process to be completed in a timely and effective manner.

Curtin does not want to create its own process but rather proposes to introduce processes similar to those already adopted in some other universities in WA.
7. RECRUITMENT AND CAREER PATHING

The University wants to acknowledge and respond to the general staff feedback from the Your Voice survey, where career development at Curtin was rated as an area for improvement.

The University proposes to reduce the bureaucracy around recruitment processes to ease workload pressures on staff and to change policy to allow for a more effective recruitment process for general staff.

These goals can be achieved by redressing the balance between the use of external competitive selection processes and the promotion of candidates on a career pathway where it can be clearly demonstrated that candidates have been promoted on merit.

The University views this item as belonging outside of the Agreement and contained in policy and procedures. The small number of matters contained in the Agreement relating to recruitment should be deleted.

8. PERSONNEL FILES

The current Agreement provision restricts access to personnel files to the immediate supervisor. This restriction does not exist in other WA universities. Curtin ensures privacy of personnel information through its compliance with the State Records Act, and the State and Commonwealth Privacy Acts, and therefore views the current provision unnecessary; a hindrance to effective staff management and development and a matter that rightly belongs outside of the Agreement.

9. SERIOUS MISCONDUCT

From time to time matters of serious misconduct can occur. It is a reasonable expectation that the University would have the capacity to decide, based on a full suite of options, how to deal with those most serious matters committed by staff such as fraud or other criminal activities. The options, as are customary for most organisations, are:

- suspension with pay;
- suspension without pay; and
- summary dismissal following the staff member having had an opportunity to respond to the allegations.

Suspension with pay is the only one of these options currently available to the University under the current Agreement. Curtin wants to amend the Misconduct and Serious Misconduct provision to provide for the above suite of options in the Agreement.

10. SUPPORTED WAGE SYSTEM

Curtin wants to deliver on its commitments to employment of people with disabilities through the option of a supported wage system, in line with the Higher Education Modern Award, and wants to include this option in the new Agreement.
In approaching the agreement making process Curtin has acknowledged feedback from many staff that the process should be completed in a reasonable timeframe and has set its initial claims to reflect a short bargaining period. If the negotiations extend beyond a short focussed period Curtin will use the extended timeframe to examine other items in the Agreement to improve and clarify the operation of the Agreement. These items are listed below and are in addition to the short term key items addressed above.

**CURTIN’S ENTERPRISE AGREEMENT: KEY IMPROVEMENT ITEMS TO BE EXAMINED BEYOND THE SHORT TERM PERIOD**

1. **ITEMS PROPOSED TO BE REMOVED FROM THE AGREEMENT**

   The University regards the items addressed under this section as best dealt with outside of any Agreement, including:

   32. Repayment on Early Resignation  
   61. Transparent Budgeting  
   70. Pre-Retirement Arrangements

   These items are dealt with under the Fair Work Act 2009.

   7. Renegotiation of this Agreement  
   47. Individual Flexibility Arrangements  
   57. Staff Member Representation

   These items should be considered and dealt with as University policy and procedure matters.

   10. Indigenous Employment  
   39. Leave Without Pay (LWOP)  
   40. Study Leave  
   45. Leave for Career Break  
   54. Staff Assistance Program  
   55. Occupational Safety and Health  
   59. Professional Indemnity  
   60. Overseas Placement
2. ITEMS PROPOSED TO BE CHANGED FOR IMPROVEMENT AND FLEXIBILITY IN BUSINESS OPERATIONS

These items are being sought as improvements to Curtin’s business operations. Improvements arise from clarifying managerial responsibilities, removal of bureaucratic requirements, and introducing flexibilities evident at other universities.

3. Definitions: definition of fixed term employment - to include for reasonable notice periods to be given for early termination of fixed term contracts where the provisions of the contract expressly provide for this.

4. Coverage of this Agreement: removal of coverage of fitness instructors/umpires engaged at Curtin Stadium and Fitness Centre

14. Fixed Term Employment: reconsider conditions for severance and conversion opportunities in relation to categories of fixed term employment.

27. Allowances – Higher Duties Allowance: entitlement to relate to carrying out full higher duties.

27. Travelling Allowances: use of corporate credit card

27. Motor Vehicle Allowances: entitlement to apply to travel in excess of 50km radius of campus.

33. Recovery of Outstanding Debts – replace “no deduction from salary will be made without the written agreement of the staff member” with “The University reserves the right to recover any outstanding salary overpayment from the staff member’s final payout upon the termination of their services with the University.”


To require same obligation for providing medical certification for caring responsibilities as for personal illness or injury responsibilities.

38. Parental Leave: to amend notice period for changing leave dates from 4 weeks to 6 weeks.

64. Redeployment and Redundancy: to clarify principle of primacy of redeployment wherever possible, and to incorporate redeployment provisions from Recruitment clause.

65. Management of Unsatisfactory Work Performance: amend to replace decision maker from VC to Executive Manager, and to streamline process.

69. Termination on the Grounds of Ill-Health: to clarify that it is the line manager who forms a view that a person’s capacity to perform their duties is in doubt.

Changes to amend decision maker to be at Executive level, and not the VC.
3. ITEMS PROPOSED FOR RE-DRAFTING

These items are proposed as requiring re-drafting to clarify the clause and to remove terms which are no longer relevant.

1. Titles and Parties

4. Coverage of this Agreement: to remove any groups who are no longer covered or excluded by the Agreement

22/23. Hours of Work / Overtime: to clarify the clause

28. Allowances – Industry Trade Qualified Staff Members: removal of transitional arrangements

31. Superannuation: to clarify Curtin’s legislative compliance obligations pertaining to payment of any increases in the Government Superannuation Guarantee rate.

31. Superannuation for Research-only General Staff: Clause 16.1 (b) applies where the appointment is for more than 0.5 FTE in all cases.

34. Annual Leave: cross-referencing amendment at 34.2.9; clarify annual leave loading at 34.3

36. Personal and Carer’s Leave: minimum leave interval is 1 hour, not ½-day.

38. Parental Leave: to clarify that staff are not allowed to engage in paid work whilst on Paid Parental Leave.

42. Defence Force Leave: To clarify reservist categories – active and non-active reservists

48. Flexible Work Arrangements: amend Clause 48.7.6 to specify that any unused Purchased Leave will be refunded in the last pay period of February each year.

71. Voluntary Early Retirement: to clarify that this clause operates outside of the change management process

Sch 3 Transitional Arrangements for Industry Trade Qualified Staff Members: to remove transitionary terms and incorporate any remaining terms into Schedule for Industry Trade Qualified Staff Members

Sch 7 Transitional Arrangements: to remove transitional items which have been dealt with

Signatories page: not required