

WITHOUT PREJUDICE

Memorandum of Understanding between Western Sydney University and the CPSU, June 2020

Recognising the financial strain placed upon the University by the impacts of Covid-19, and also acknowledging the enormous efforts expended by the University community in maintaining the University's operations over this very difficult time, the parties agree to protect the financial security of the institution, and the employment security of University staff, with the following MoU.

(A) Commitments by Staff

1. Framework

This Memorandum of Understanding (MoU) sets out the framework that will apply between the parties: Western Sydney University ("The University") and the Community & Public Sector Union ("CPSU") to respond to the Covid-19 crisis affecting the Higher Education Sector.

This MoU sets out the Variations that will apply to the:

- Western Sydney University Professional Staff Agreement 2017.

The Variation to the Agreement will be a schedule to the Agreement that will apply for a six (6) month period from the date of ratification by the Fair Work Commission.

As part of this MoU, following a successful ballot of staff, all staff covered by the Western Sydney University Professional Staff Agreement 2017, commit to participating in the two following schemes, as follows:

2. **Seven days mandatory additional leave** to be taken 28 September to 2 October 2020 and 17 and 18 December 2020

There will be exemptions for staff defined as being in 'mission-critical roles', staff in special personal or family circumstances that make the taking of mandated leave impractical.

There will be exemptions for 1) staff defined as being in 'mission-critical roles' and 2) staff in special personal or family circumstances that make the taking of mandated leave impractical, exemptions as described in category 2 may be determined in consultation with the relevant union.

3. **The mandatory purchase of a number of days of Banked Additional Leave**, graduated by appointment type and salary level as follows:

HEW 1 -2	No BAL
HEW 3 – 5:	mandated 3 days BAL
HEW 6 and 7:	mandated 4 days BAL
HEW 8 and 9:	mandated 5 days BAL
Senior staff covered by EBA:	mandated 8 days BAL

This Banked Additional Leave will be purchased by regular fortnightly payroll deductions from staff members' salaries payments, from the commencement of this MoU for 13 pay periods. The Additional Leave, once purchased, will be banked and available for use for a period of five years.

If a staff member leaves the employment of the University at any time over that period, the Banked Additional Leave will be included in the untaken leave balance of the staff member concerned, and paid out in the normal manner. BAL is mandated for all ongoing staff and staff with a limited term contract with more than 12 months to run as at the date the Schedule of Variations is ratified by the Fair Work Commission.

At the end of 2020, the parties to this MoU may agree to extend this MoU, to the end of June 2021.

If agreed such a variation would be put to staff vote at that time with a new Schedule of Variations.

(B) Commitments by the University

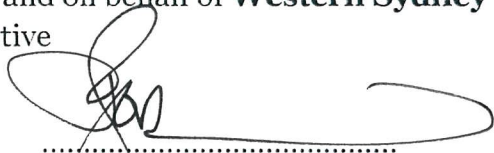
1. The University commits to not commencing any forced redundancies in response to the impact of COVID-19 for the period from the commencement of this MoU to end of 2020
2. The University commits to not commencing any stand-downs without pay for the period from the commencing of this MoU to the end of 2020.
4. As part of its demonstrated committed to constructive and cooperative relations the University will provide open financial reporting to the Unions, if the monthly management accounts as provided to the Board of Trustees for 2020 results in a recorded operating surplus, whilst keeping within the surplus confines, the University will consult with the unions to develop measures to provide restitution to staff who have made banked additional leave contributions.
5. The University affirms to maintaining the ability of the unions to freely access their members on and off campus as per cl 61.3, cl 61.4 and cl 61.5 of the Western Sydney University Professional Staff Agreement 2017.
6. In accordance with clauses 14 and 15 of the Western Sydney University Professional Staff Agreement 2017 the University will with best endeavours provide continued fixed term employment of fixed term staff if the work in which they are engaged, continues. In consultation with unions, the University reserves the right not to continue fixed term employment contracts where the work in which they are engaged is not available.

(C) Staff included in this MoU: As noted in the preamble to (A) above, this MoU covers, and is to be approved by a ballot of all staff covered by the Western Sydney University Professional Staff Agreement 2017.

SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING

Signed for and on behalf of **Western Sydney University** by its authorised representative

Signed



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Professor Barney Glover AO
Vice-Chancellor and President
Western Sydney University
Locked Bag 1797
Penrith NSW 1797

Date

09/06/2020.....

Witness

M. Oliver -
.....
Signature

Name

MAREE OLIVER.....

Address

LOCKED BAG 1797
.....
PENRITH NSW 2751
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Signed for and on behalf of **Community and Public Sector University** by its authorised representative

Union
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Signed

Troy Wright
.....
160 Clarence Street
Sydney NSW 2000

Name

Troy Wright.....

Date

06.06.2020.....

Witness

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Signature

Name

Debra Sefcovich.....

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