

Salary

- **Sign on bonus - \$2,000 and 4.6% at the end of June 2023**
- **End of June 2024 – 3.75%**
- **End of June 2025 – 3.75%**
- **Start of June 2026 – 4%**

Expiry of Agreement – June 2026

- We believe it is a strategy of the University to talk of a 16.1% pay rise across the life of the agreement (3 years), which sounds very good, as if it were 5.4% a year.
- In fact, the University is increasing staff wages by 18.2% over 5 years, over the period from 1 July 2022 to 30 June 2027. Even through the Enterprise Agreement expiry date is June 2026 we all know that this includes the following years pay increase. So, that's an average of 3.6% a year. Given the state of inflation, no certainty it will reduce any time soon, escalating very real mortgage costs and rent increases, the forthcoming very substantial power increases and considerably increased parking costs (not to mention tremendous parking difficulties), we don't consider this an especially good pay offer.
- We are also concerned by the University's continual reference to *sector leading salary increases*. There are a lot of Go8 universities that have not completed Enterprise Bargaining at the moment so we're disappointed that the qualification *to this point* or similar has not been included.

Leave

Personal Leave

Wins

- The following will be recognised as reasons you can draw from your personal leave:
 - I. menstrual or menopausal reasons.
 - II. to access IVF and other forms of assisted reproductive health services.
 - III. gender affirmation surgery and related matters (beyond a new specific allocation of 30 days for this)
 - IV. the staff member has a premature baby requiring special care.
 - V. where a cessation of pregnancy occurs prior to 20 weeks gestation.
- Additional paid personal leave may be approved if most of the allocation is used for the above reasons.
- Documentation is not required to support absences caused by I, II or III above unless the absence is 5 days or more.
- Compassionate leave has been extended from two to five days (in the event of the death or serious illness of a member of the immediate family or household)
- Aboriginal and Torres Strait Islander special paid leave for cultural/ceremonial reasons extended from 5-7 days with the possibility of another 7 days unpaid leave for these purposes.
- Introduction of five extra days of special leave to cover natural disasters.

- Emergency Services Leave from three days to 10 days per annum.
- Family and domestic violence leave for casuals - 10 days.
- 30 days leave for gender affirmation and related issues.

Annual leave

Wins

- Limitations placed on management applying annual-leave blackout periods, and now required to consult first, which should assist the unions to reduce the use of this problematic operational trend.
- Statement incorporated that the University will not unreasonably refuse annual leave requests.
- Statement that applications for annual leave should be initiated via Workday (rather than via a discussion with your manager) in order to assist tracking of annual leave request rejections and related workload issues.
- Limitations placed on cashing out of annual leave (i.e., maximum of 10 days, no pressuring staff, only possible to the end of new EA, have to take equivalent amount of actual leave, must have 4 weeks annual leave left after this occurs)

Rejected by the University

- As menstrual + menopausal issues are a burden women alone carry, we suggested it was unfair that they had to draw their leave for these issues from the same quantity of leave as men. We therefore suggested a separate category of 6 days for menstrual/menopausal leave but this was refused
- The Fair Work Act states that acceptable documentation to cover personal leave is any “evidence that would satisfy a reasonable person” that a staff member was entitled to that leave. This was not agreed.
- Given the extraordinary events of recent years, we pressed for an additional category of infectious diseases leave for those sick, required to isolate or care for household members affected, and to provide some cover for casuals in these cases. This was entirely rejected.
- Refusal to make initial request of annual leave via Workday mandatory.
- Given the growing extent and frequency of natural disasters we felt emergency services leave should be for the duration of an emergency for those who are members of an official emergency services organisation.

Parental leave

Wins

- Access to 22 weeks of primary caregiver parental leave now available after 1 year of service rather than 2 (in addition to 14 weeks of maternity leave, already accessible after 1 year of service)
- 10 of the initial 14 weeks of maternity leave can now be shared by the partners concurrently where both partners work at the University (as long as the combined leave total does not exceed 10)

- Requirement to return to work for at least 26 weeks after taking primary caregiver leave discontinued.
- This also applies to fixed-term staff who no longer have to have a contract that covers the 26 weeks after their primary caregiver leave would expire
- Dropping of requirement for 12 months between periods of parental leave
- Retention of incremental progression when taking parental leave related leave without pay.
- A staff member whose baby is born prematurely and requires special care may access personal leave while the child is in hospital.
- We had the phrase “stillbirth” defined so it was clear when it applied.

Rejected by the University

- The CPSU all understood it was agreed that, where both parents work at the University, they could share the Primary Caregiver Leave concurrently. We clarified this, we felt, and still do, *successfully*, mid-point of negotiations. The University at the end of the process denied this was agreed. This was immensely disappointing to us.
- We felt the trauma of a miscarriage (occurring prior to 20 weeks gestation) warranted five days paid special miscarriage leave but this was refused
- We requested some partner leave where stillbirth occurs (miscarriage after 20 weeks gestation) but this was denied

Work on Concessional leave / annual closedown days

- Agreement that volunteers are sought prior to involuntary staff rostering, that reasonable notice be provided and affected staff be entitled to a concessional day in lieu at a time mutually agreed, as well as be paid for the time worked.

Aboriginal and Torres Strait Islander employment provisions

- A Joint Consultative Committee for Indigenous employment is to be established to provide oversight and input into relevant issues, summary report, monitoring progress and cultural safety survey with Union involved in nominations to committee
- Cultural safety policy to be devised through consultative process.
- Aboriginal and Torres Strait Islander Language Allowance agreed.
- Recognition of cultural load
- Cultural duties to be recognised when considering workloads and promotion and no obligation to undertake cultural duties if not part of PD.
- Cultural leave extended from five to seven days with potential for a further unpaid 7 days.
- University commits to employment strategy that will:
 - pursue population parity target and specific measures to achieve this.
 - increase said employment across faculties, portfolios, professional staff units, and HEO and academic levels.
 - not be disproportionately work in casual or fixed-term positions.

Rejected by the University

- University would not agree to commit to achieving (as opposed to pursuing) population parity over the three years of the agreement.
- Did not agree to adopt high-impact evidence-based initiatives that increase Aboriginal and Torres Strait Islander employees' well-being and retention, as outlined in the Diversity Council's Speak the Truth Report.

Workload

Wins

- Requirement to have regular workload reviews with Supervisor – requirement of supervisor to take reasonable steps to resolve issues, staff encouraged to make suggestions and supervisor to note outcomes in writing; ability to escalate to supervisor's supervisor where no resolution.
- Continued lack of resolution can enable review by a Professional Staff Workload Review Panel which will include a staff representative and make recommendations. Further irresolution can be escalated to head of HR.
- The review of workloads will form part of the annual P&D process and any outcomes noted within the PP&D form
- Management to record measures taken to ensure workload not excessive if staff are required to perform significant extra duties arising from the introduction of significant new tasks, duties or functions, other staff members' leave, or position vacancies or redundancies.
- Workload considerations to include current vacancies within the unit; changes to structure and/or introduction of changed or new services.
- Extra safeguards against being required to do unpaid work outside of standard hours

Rejected by the University.

- The University would only agree to put it in unenforceable policy (rather than the legally enforceable EA) that they would introduce staff induction and supervisor training on: , the workload review provisions, ordinary hours of work, overtime and time in lieu provisions, the Position Description review and classification review clauses, meal break entitlements and a FAQ webpage regarding professional staff workloads.
- As the Voice Survey established clear issues with job stress and balancing work and personal commitments, the CPSU NSW asked that workload surveys be run periodically, and that workload committees be established as a feature at the service unit level with 50% non-managerial staff and meet every six months to consider workload issues and make recommendations. Not agreed.
- The following were not agreed as specific measures a supervisor should examine in response to workload concerns: overall adequacy of staffing in a work unit in relation to work that needs doing; tasks being performed by a staff member in relation to their Position Description; distribution of tasks within a work unit; rate of employee turnover; impact of restructures; actual time taken to complete tasks; patterns of work across a year and riskware reports related to workload.
- Regarding the impact of leave on workload it was not agreed specifically that "no staff member will be required to make up time, take on additional duties or alter the duties that would normally be undertaken as a result of taking leave, nor that staff will be

consulted where there are reallocations of work arising from the leave of others, nor that supervisors must ensure that workloads are not such as to discourage staff from taking leave for fear of returning to an unreasonable backlog.

- It wasn't agreed that performance review processes won't include individual metrics, that individual staff performance won't be publicly displayed or that service-wide targets won't be used to place individualised pressure on workers.
- Not agreed that the workload of staff should be discussed, clearly understood and recorded as part of their P&D process, only that it be 'reviewed' at that time.
- Not agreed that managers and supervisors will regularly remind staff that unpaid and unrecorded work must not be undertaken.
- Not agreed that staff on substantial periods of long service leave will have their positions backfilled unless suitable alternative arrangements are made to address workload.

Flexibility

Win

- 12 months new staff qualification period for flexible working arrangements (FWA) dropped.
- Noting FWAs can be tailored to address the specific needs of nursing mothers and new parents, family, carer or other commitments.
- FWAs can be short-term, long-term or permanent arrangements.
- No pressure will be put on a staff member to enter into a FWA.
- Inducement for supervisors to respond to FWA requests as soon as possible.
- Change from stating that FWAs will be refused only on reasonable business grounds to more positive inducement to "support the flexible working arrangement wherever reasonably possible" noting "applications will not be unreasonably refused".
- Information regarding the right to request an FWA will be provided during on-boarding and will be available on the staff intranet.

Rejected by the University

- Not agreed to state that staff are encouraged to first seek independent financial advice about any financial implications that may arise from any FWA

Work From Home

Win

- If staff can satisfactorily complete their role split across separate periods at work and at home, the arrangement meets WHS requirements and does not unreasonably impact upon other staff it will be supported and not unreasonably refused.
- Staff must be on campus where there are functions, events, activities or duties that can only be performed on campus, but events and activities can't be created to prevent staff working remotely.
- Rejections can be appealed.
- The University will facilitate working remotely to the extent that it reasonably can by providing laptops etc.

Rejected by the University

- We had suggested that a WFH request can only be declined if it is unreasonable and cannot be accommodated. This was not agreed.

Flexitime

Wins

- Measures put in place to put pressure on managers to grant staff access to flexitime when it is in excess of permitted accruals.
- We gained agreement that, where organisational needs or workload prevent the taking of excess flexitime accruals, staff will not lose any.
- It was agreed that management will not put any pressure on staff to work additional hours as flexitime in lieu of overtime.
- A staff member may request that time in lieu accrued but not taken be paid out as overtime at the applicable overtime rates.
- It was agreed that, on termination of a staff member's employment, the employee has outstanding time in lieu it will be paid in their final payment at overtime rates.

Rejected by the University

- Suggested staff with excess accrued flexitime (over 42 hours' worth in most cases) who do not get to take the excess at the end of a 4-week cycle will do so "in the next 4-week cycle". This specificity was to prevent overwork and exhaustion. This was not agreed and the words "as soon as reasonably possible" substituted.
- We suggested staff should be given 72 not 48 hours' notice of overtime where possible. This was not agreed.
- We felt that staff should not lose any accrued flexitime, but the University continued to insist on caps that will be paid out upon termination, resignation or transfer.

Workplace Conduct

Wins

- The University's approach was to move from clauses focussed most specifically on bullying and broaden them out into clauses that incorporate sexual misconduct, harassment, discrimination and violence. This has led to the removal (fortunately) in the EA of negative emphasis on what bullying is not (e.g., "reasonable management activities" etc) but the breadth of the clauses discouraged the approach the CPSU wished to take which was to have specific clauses dealing with sexual harassment.
- Statement that University has committed to employment practices that promote diversity and inclusion and that seek to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, gender identity, intersex status, age, physical or mental disability, marital or relationship status, family responsibilities, pregnancy, religion, political opinion, trade union membership and activity, national extraction or social origin. Therefore it could be held to account for practices that fail to do so.
- The University has agreed to state that it is unlawful for anyone to take adverse action against a person because they have reported or complained about workplace conduct.

- The University will provide staff with information, education and training about these issues, including how to make a report.
- The University will, within the first 6 months after commencement of the Agreement and periodically thereafter, review those policies in consultation with the Unions, including to identify further improvements in the complaints resolution processes and implement a risk mitigation plan. In doing so the University will review and take into account guidance materials provided by Safe Work Australia.
- University has committed to ensuring that the staff member who makes a complaint is given internal and external support, as needed.
- It has been added, as a pointer to staff, that nothing in the Agreement prevents a staff member from applying to the Fair Work Commission, or from seeking other external advice or assistance at any time in dealing with workplace bullying, harassment, discrimination or sexual misconduct.

Rejected by the University

- CPSU NSW model sexual harassment clauses.
 - The result is that sexual harassment processes at the university have not been improved appreciably and, notwithstanding the improvements above, sexual harassment is not distinguished from other forms of harassment in relation to University response. This is problematic as there have been issues of University responsiveness in the past which we were specifically seeking to address via our claim. We believe that the University should be more pro-active in this area.
 - The university refused to consider CPSU NSW clauses aimed at ensuring that confidentiality was respected during general investigations into workplace conduct.

Reclassification

Win

- Currently if you are reclassified to a lower HEO level you retain your higher wage level from prior to reclassification. However, all incremental steps are frozen until future pay rises cause your pay at the lower classification level to catch up with the pay rate you are receiving at the higher level. The University has agreed to waive this condition so that you retain your previous higher HEO level salary after being reclassified to a lower level and you are eligible for incremental step improvements and pay rises at the higher level.
- It is newly agreed that staff who move to a different position that is similar in tasks and skills required, at the same HEO Level, will retain their incremental position on the HEO Level.

Rejected by the University

- This is not available to those whose previous aligned position was at another University.

Advertising of Professional Staff positions / Eligibility Lists

Wins

- University wanted to move towards eligibility lists, something the CPSU had previously suggested to improve internal mobility and prevent staff having to unnecessarily reapply and re-interview. Staff deemed appointable for a vacant position after an interview, but who are not the successful candidate, will now be automatically considered for that position (or a substantially similar position) should it arise within 12 months of the unsuccessful application.
- At start of bargaining the University wanted all Professional Staff positions advertised internally and externally (simultaneously) and managers could consider external applicants at the same time as internal applicants. Currently all Professional Staff positions must be advertised internally in the first instance, and:
 - At HEO 1-5 appointable internal candidates must be appointed before advertising externally
 - At HEO 6-10 this is encouraged, but not necessary
- With Union pushback it has been agreed that, where eligibility lists are exhausted (and a role is of more than 3 months duration):
 - Vacancies at HEO 1-7 are advertised internally in the first instance.
 - nothing will change for HEO 1-5 (appointable internal candidates must be appointed before advertising externally)
 - nothing will change for HEO 6-7: selection committees are “encouraged” to interview potentially suitable internal applicants before deciding whether to advertise externally
- Eligibility lists will be reviewed by the Unions at JCC to consider best practice

Rejected by the University

- Vacancies at HEO8 and above – managers are only ‘encouraged’ to advertise internally in the first instance but this is not required.
- The University has rejected an attempt to place limits on how long a position can remain vacant
- An identical position at HEO 1 - 7 that has been advertised internally without success in the past six months may also be advertised simultaneously internally and externally

Professional Staff Development Fund

Wins

- Annual increase from \$2 million to \$2.2 million – specifically to cover creation of a fund administration position to address serious prior issues of transparency and accountability associated with the fund and advise staff on making applications to the fund
- The online portal will also be designed to ensure better data capture
- As funding goes disproportionately to higher HEO levels, the University has agreed to try to distribute funds - across occupational groups and 50% each across genders and between those employed at HEO Levels 1 to 6, and 7 and above.
- Staff can appeal a rejection
- University was determined to stop the rolling over of unspent elements of each year’s \$2 million. This has been prevented, but:

- To gain agreement the NTEU suggested a compromise - that the rollover NOT occur on a one-off basis from 2023 to 2024, as a reset, given that the University essentially had been doing such a poor job of managing the fund that they did not really have a clear understanding of what had not been spent/not spent in some years.

Performance and development

Wins

- Inclusion of requirement that reviews are conducted relative to staff opportunity.
- Requirement to include business as usual activities in annual performance review
- Measures to increase casual participation in P&D reviews as casual staff cannot be converted without a P&D process.
- Requirement for manager to raise Professional Staff Development Fund opportunities in P&D discussions with staff at HEO1-6 level.
- Requirement to consider staff disability in relation to P&D expectations and review.
- Explicit information in relation to appeal options if you disagree with your manager's review.
- Clauses that prevent the University using unit-wide service level results as the basis for performance management on an individual basis.
- PDs must be reviewed and, where the duties of the position have changed significantly, reclassification should be considered
- A governing statement that the P&D Program is to jointly identify staff development needs to assist in career development or ability to carry out duties
- Staff will be referred to the Professional Staff Development Fund as an option to consider

Rejected by the University

- Refusal to make P&D participation mandatory for all casuals (it is required for those in "regular and systematic employment").

Performance Review

Wins/Clarifications

- Where staff are notified of deficiencies in their performance the supervisor will inform the staff member that they have the right to be represented by their union or a support person;
- Supervisor must consider the staff member's views around mitigating factors and these are listed as potentially excessive workload, ill health, the absence of training, resources or guidance which the staff member might reasonably expect to have received
- When specifying a timeframe within which necessary improvements are required, Supervisor must ensure it provides sufficient time that the improvements can be achieved and demonstrated.
- Where a staff member does not agree with the assessment that their performance is not meeting expected standards or is unsatisfactory, they can raise a grievance.

Disputes

- Disputes can occur when the unions believe that the university is breaching the Enterprise Agreement. University has dropped its claim that would have potentially allowed it to continue activities disputed by the unions while the dispute was being resolved. This could have created situations where the potential breach became irreversible.

Change management

- Specific requirement for potential workload effects of proposed change to be examined and mitigated in change processes;
- Requirement that consultation be held to the bar of being 'genuine consultation'.
- Greater obligations to consult with staff before a formal change process begins, to explain the problems and issues that give rise to the consideration of a change process, provide relevant information and seek staff feedback on whether the change is needed and, if so, what form it should take.
- Requirement for change managers to explicitly consider the consequences of their proposals on Aboriginal and Torres Strait Islander employment retention and for the subsequent review of a change program to consider that impact.
- Requirement for ensuring existing staff Position Descriptions are up to date where a change process may result in staff being mapped to a new structure.
- Options for staff to request that a manager from a different work unit conduct the post-change review after implementation of a change plan.
- University must address situations where work from disestablished positions is not successfully accommodated in the new structure
- Changes affecting individual staff are no longer exempt from the general change process if that change will result in unreasonable workload implications for other staff in the work area

Rejected by the University

- University would not adjust its definition of consultation, a definition we feel encourages managers not to seek agreement with staff.
- University would not agree to reducing the number of change processes going on in the University.
- University would not agree to compulsory meetings with staff after release of the Draft Change Proposal (they will be where staff explicitly request them)

Redundancy

- Redundancy table in current clause 34 of the Agreement is removed. This is replaced by the table currently in clause 35, which itself remains unchanged. This will be a positive, but only in very rare cases of very long (ie 10 years or more) single research or project-related contracts.

Rejected by the University

- Rejection of CPSU NSW redundancy equity clauses – an attempt to bring professional staff redundancy payments into alignment with Academic staff payments.

- Rejection of averaging of redundancy payments across career – retention of system where redundancy pay is calculated based on your employment fraction when redundancy occurs, ignoring any fractional changes across complete period of service.

Disability action plan

- The university will ensure an evidence and data-based disability inclusion action plan based on the lived experience of people living with disability and will report annually to the Joint Consultative Committee regarding progress in making the University a safe and welcoming place with career development opportunities for those with disabilities.

Medical retirement and independent medical examinations

- Greater qualification necessary to require a staff member to undergo an independent medical examination – having taken 20 days or more of sick leave in any year is no longer enough in and of itself. There must be a reasonable conclusion that the staff member's core work cannot be performed, their health is at significant ongoing risk, or they are risking the health of others.
- HR must be consulted prior to the decision being made.
- Communication with the staff member in relation to this process will be improved.
- Payment in lieu of notice, in a case of enforced medical retirement, has been extended from the present (poor) 4-8 week period (depending on prior service) to a blanket six months (or where a fixed-term staff member has less than 6 months remaining on their contract, the remainder of the contract).
- The University will ensure that the staff member is informed they can arrange a support person to be present for any meetings in relation to the above processes.

Casual minimum engagement

Wins/Clarification

- Remains at three hours, however, if the staff member requests, that three- hour minimum engagement can be worked incrementally over a period of time longer than three hours (eg. an hour per day across three days) provided the engagement itself is not less than three hours.

Leave loading

- The university has dropped its claim that would have seen leave loading for HEO10 Professional Staff abolished.

Mental health training

- Requirement for supervisors to undergo training to assist them to gain good mental health outcomes in regard to 'people management'. Training will be updated and repeated.

Right to disconnect

- The Agreement will make clear that staff are not expected to engage in work-related communications outside of work time except in cases of emergency (or where under on-call provisions or similar).

Casual and Fixed-Term Conversion to Permanency

- University agreed to drop requirement that those seeking conversion must demonstrate ability to meet the “future expectations” of a permanent position and instead meet its present requirements
- Wording change to ensure that staff are assessed as meeting expectations only in their latest PP&D
- More restrictive wording about rejecting applications for funding-contingent fixed-term positions (funding will cease within 12 months and not into a distant future)
- Restrictions to prevent staff being refused where the work will continue and be done by casuals
- Restrictions to prevent staff being told they lack the capacity for the converted role where they are already doing that role or a substantially similar role.
- The University will not allocate work, or restructure job requirements, with the intention to avoid obligations to convert

Paid Special Leave for Casuals

- The University will introduce and maintain a policy that provides paid special leave on 5 days per year for casuals to take during times when they are unable to attend work due to personal illness or injury.

Vet clinics schedule

- Previously Vet clinic staff were paid a 15% loading for working on a Saturday – we have succeeded in aligning the loading to the majority of Professional staff of the University at 50%.
- Stronger career progression pathways (including broadbanding opportunities where Veterinarian staff can progress from HEO6 potentially to HEO8 via experience and related qualifications without the need to apply and go through the standard recruitment process.
- Changes to the qualifications mentioned in the above point above, that provide further career flexibility without the need to specialise.
- The funding contingent continuing employment category has been introduced and clinic staff should be moved onto this status from fixed term employment (clinic staff are considered externally funded). This is a boost to job security.
- While we did not succeed in making the Clinic’s market-based ‘Premium Loading’ permanent (an additional salary loading designed to attract and retain staff during a period where the industry recruitment environment is very challenging), we did successfully secure a three-month notice period for any changes to the loading.