



# CPSU

## Enterprise Bargaining Meeting

18 August 2017

# Victories: Change Management

- The University agreed to a **preliminary informal consultation process** which will allow staff input prior to a draft change proposal – in response to member concern that change processes are virtually locked in by the time a draft change proposal is presented.
- **Resisted attempt to trigger formal change processes only when related to ‘major’ change programs.** No definition was offered for ‘major’ and we successfully stopped this development.
- **Job ‘retraining’** has now become a formal method of mitigating the negative effects of change – to this point the only training covered in Agreement towards redundancy situations was job interview and CV related training.

# Not successful: Change Management

- We pushed hard for **changes to work unit budgets** to be subject to the informal preliminary change process (only) so that staff could provide feedback on what they identified as possible repercussions.
  - Despite the Uni acknowledging that the Enterprise Agreement provides us the right to consultation about change before decisions are made, the University reserved the right to make budgetary changes to work units with zero consultation.

# Victories: Parental and Partner Leave

- **Partner Leave** – a new clause will mean parents with 2 years service whose partners work outside of the University, and who will function as the ‘primary carer’ can take up to 22 weeks paid primary carer leave.
- This is separate to the **existing Partner leave**, which is retained and doubled – to 10 days paid leave and 20 days unpaid leave, which can be taken simultaneously with the birth-mothers’ maternity leave.
- Anomaly rectified where fixed-term contract birth-mother received guaranteed 14 weeks paid leave where her contract expires while she is more than 20 weeks pregnant, but if the child has been born at contract expiration, maternity leave automatically ends. The 14 week guarantee will now apply here.
- **Requalification** for primary care-giver leave – currently a two year wait for taking further primary care-giver leave.
  - University agreement to reduce to one year and re-set upon return to work rather than completion of leave period (accounting for partial return to work).

# Victories: Advertising of Professional Staff Positions

- University wished to **completely remove requirement to internally advertise in first instance.**
- This has been fought off and all positions from HEO10 down are to be advertised internally in the first instance.

# Victories: Flexible Working Hours Arrangements

**Approval need not be sought on a case by case basis:**

The University has agreed to the CPSU's interpretation that the Agreement is not intended to require supervisor approval each time staff wish to leave prior to 7 hours work or to work more than 7 hours in a day.

The University agrees with us that this is a one-off conversation to establish an overall 'pattern' of flex attendance.

Currently redrafting clauses to alter wording that cause this to be unclear.

# Unsuccessful: Flexible Working Hours Arrangements

- The CPSU argued for necessity for **staff agreement** with regard for the creation of local flexible working hours arrangements, rather than just consultation, and for a formal mechanism for staff to put forward their own schemes.
- While this claim was ultimately unsuccessful, the University did agree to a clause stipulating that all current local arrangements will be reviewed within 3 months of the operation of this Agreement to ensure they comply with the requirements of this Agreement.

# Victories: Workplace Consultation

- **Local Consultative Committees** will be possible under the new Agreement.
- These will be established where staff request them, and the University cannot provide a valid reason they should not be instituted.
  - This is largely to deal with problematic workplaces such as the Student Centre.
  - It ties the joint Consultative Committee concept to the Enterprise Agreement, so failure to follow established Terms of Reference etc. may be progressed to Fair Work.

# Victories: Pay & Career Equity

- A victory with **historical significance** for women and staff from other EEO groups - and entirely a CPSU clause.
- This will require the University to report to the unions regularly on progress. The University has left this in policy for too long. Once in the Agreement, if we feel the University is not doing enough to make progress, we will have the Fair Work option.

# Victories: Casual Staff

- **Undertaking to reduce casualisation:** “...will seek to reduce its use of casual employment...”
- **Easier pathways to conversion to ongoing work:** currently casuals need to work for 2 years on a regular and systematic basis to qualify.
  - The University has accepted a reduction of this to one year where work is regular and systematic, provided that work is ongoing in nature.
- **4 hours pay per year** will be provided to casuals to ensure they are familiar with University policies etc.

# Unsuccessful: Casual staff

- The University refused the unions attempts to **extend paid sick leave and parental leave to casual staff**, and also refused to extend casual staff superannuation contributions to 17% in alignment with other University staff.

## POTENTIAL IMPROVEMENT:

- Offer to create a **new category of fixed-term employment** for staff who would otherwise be employed on a casual basis. This would mean they are employed on fixed-term basis instead where there is scope to do so, thus providing access to paid leave and superannuation improvements.

# Victories: Sydney Talent

- Currently managers have the option of filling casual roles with students hired via Sydney Talent, a University owned entity.
- Such casuals are paid less than staff on the Enterprise Agreement – this encourages managers to source casuals from this pool for particular duties, rather than from the University's workforce
- The University has agreed to bring such employees into alignment with Enterprise Agreement working conditions.

# Victories: Fixed-term staff superannuation

- Currently fixed-term staff are required to wait 12 months before Superannuation begins (at 17%)
- **The University has agreed to waive the 12 month waiting period** and incrementally raise the level of Superannuation, so that by 2021 all newly starting fixed-term employees will immediately attract 17% superannuation.

# Mixed: External Management of University staff

- The University would not agree to a ban on contractors and external consultants managing University staff.
- However the University has agreed to ensure that if an external has supervisory responsibility over Usyd staff, the external themselves will be managed by a University employee.
- They have also agreed that externals should not be conducting Usyd staff P&D assessments.

# University pay offer

- **2.1 per cent per annum**, commencing on 1 July 2018 with subsequent 2.1 per cent increases on 1 July 2019, 1 July 2020 and 1 July 2021
- **one-off, sign-on payment of \$500** for continuing and fixed-term staff (part-time staff will receive a pro-rata payment)

# CPSU initial response

- The University has advised the union the total cost of the financial package is **\$385 million** over the life of the four-year agreement.
- We are supporting the NTEU claim
- We are requesting consideration of a similar structure to UWA:
  - \$1100 salary ‘top-up’ in Jan 2018 and Jan 2020
  - 1.25% increase in 2019
  - 0.75% in 2020
  - 2.6% in 2021
- For employees in lower level classifications it will mean an increase of up to 9.5% while those employed in the highest classifications will receive a 5.9% increase