

# CPSU SYDNEY

## USYD BARGAINING UPDATE

9 May 2017



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## BARGAINING SUMMARY

### **Parental leave**

The CPSU queried Usyd's level of partner leave compared to other NSW universities, providing evidence in support of the NTEU's claims encompassing return-to-work-after-pregnancy provisions. Antenatal leave was also addressed. The university has agreed to consider these claims and will respond on 18 May at the next joint bargaining meeting.

### **Flexible work conditions**

The NTEU spoke to and presented its clause covering flexible work conditions. The university has agreed in principle but will revisit this on 18 May.

### **Fixed-term employment**

The university presented its fixed-term employment clauses. The CPSU queried inconsistencies for staff inherent in the clauses and received a sympathetic hearing. The university states these clauses were drafted with a view of encouraging fixed-term employment in lieu of casual employment as much as possible. Underlying principles and the likely application of the clauses were much discussed.



## DETAILS OF CPSU BARGAINING UPDATE

### Casual issues

The NTEU presented and spoke to their claims for casual conditions including; parental leave, sick leave, and others.

### CPSU response

The CPSU is sympathetic to many of the NTEU's claims and raised our intentions for the next joint bargaining meeting on 18 May.

## DETAILED RESPONSE

Agenda items listed for this meeting were as follows:

1. Carry over from last meeting
2. Casual issues
3. Fixed-term provisions

Prior to the meeting, the university advised the **flexible working-hours** arrangements clause presented by the CPSU would be discussed in the 18 May meeting.

While the NTEU has indicated it will support the bulk of our draft clauses dealing with flexible working hours arrangements, it has indicated a

reluctance to support our '**Local Arrangements**' clauses. This causes us some concern. However we await its effort in this area before we can properly assess this development. We believe our 'local arrangements' clauses progress the flexibility options for CPSU members and other professional staff in a very significant manner and we are keen for the next opportunity to present our case to the university.

Further negotiation regarding parental leave has been deferred until the meeting scheduled for 18 May, where we will present our paid **lactation break** clauses and argue for an expansion of the concept of **partner leave to non-primary care giver leave**. We are currently considering further draft clauses arising from our log of claims.

During discussions, the university has frequently referred to itself as a sector leader in the area of parental leave. While some of our parental leave provisions are ahead of other universities, the CPSU was able to draw the university's attention to the



fact that in many areas of parental leave provisions, it is in fact falling behind other institutions. The CPSU produced a number of example clauses from other NSW universities to demonstrate this. The university has asked the CPSU to forward those clauses for them to consider.

The CPSU will properly examine, with a view to supporting, the following NTEU claims:

- Enhancement of the capacity to return to work after parental leave on a part-time basis
- The ability to draw antenatal leave from the personal leave pool
- Twenty days' paid and 20 days' unpaid parental leave (the university has expressed significant reservations regarding this claim).

### **New items on the agenda for discussion at 4 May meeting:**

#### Casual issues

In support of our log of claims, the CPSU argued for a number of significant changes that we believe will benefit both the university and professional staff.

- The statement in the current agreement intending to **regulate**

**the use of casual staff** is quite toothless:

*It is not the intention of the University to utilise casual or sessional employment to fill positions of work that could reasonably be filled on a continuing or fixed-term basis or to increase systematically the level of casual employment during the life of this Agreement (EA Clause 45)*

- We have put to the university that, with something in the vicinity of **50 per cent of its workforce employed in a casual capacity**, this is not good enough. We argued for a statement clarifying that the university will **seek to reduce its reliance on casuals** rather than making vague statements about not increasing an already huge number.
- We have put to the university an introductory statement for inclusion in this section of the agreement, acknowledging the **anxiety caused to casual staff and their families via extremely non-secure modes of employment.**
- We have requested that, at Management & Staff Consultative Committee Meetings (the regular, formal consultation meetings between the unions and the



university) **we receive quarterly reports regarding current casual employee numbers**, and broken down by categories such as staff type, gender and faculty.

- Through our experiences with members and other staff, we fear that a great contributor to the small number of casual staff converting to continuing employment is a **lack of staff knowledge regarding the ability to convert from casual to continuing employment** after a year's service (without a break in service) as a casual employee.
  - » The current agreement stipulates that casuals must be informed of their rights here on appointment, and if the conversion clauses change.
  - » The university makes this information available on engagement within the text of the letter of offer, and this is often missed by staff. Staff then need to remember to apply for such conversion a year later if and when they qualify.
  - » **We have argued that casual staff should receive an explicit reminder from the university if and when they qualify for conversion to continuing employment.**
- Finally, a casual employee cannot be converted to continuing employment if they were not hired on merit, via a competitive selection process.
  - » We have argued that it should be the **hiring manager's responsibility to ensure a staff member is engaged via appropriate means**, and that a casual staff member should not suffer negative consequences if they are hired inappropriately due to the hiring manager's error.
  - » Therefore, we argued that **the length of service of a casual should**, in such a situation, **be acceptable in lieu of a merit selection process**, and should allow for conversion to continuing employment where a casual has been employed across a 12-month period without a break in service (the NTEU has a similar claim based on 24 months' service).



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We will complete development of draft clauses regarding these issues and present them to the university for consideration in the lead up to the bargaining meeting scheduled for 18 May.

The NTEU made a number of claims relevant only to academic staff, however it also made claims in favour of professional staff:

- Reducing the reasons the university can refuse conversion to those areas specifically named in the Agreement
- Allocating paid personal and parental leave to casual staff members
- Ensuring the provision of adequate working resources to a casual employee on engagement
- Providing paid-time opportunities for casuals to familiarise themselves with university policies and procedures.

The CPSU provided in-principle support for these claims and will examine the draft clauses before the next bargaining meeting.

## WANT TO HELP?

Share this information with a colleague and encourage them to join the union for professional staff and professional staff only, the CPSU.

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## Fixed-term employment

The university presented a rearranged and slightly altered set of clauses around fixed-term employment.

- The most significant change also appears to be a welcome change. In the current agreement there are significant **restrictions on the circumstances under which a person can be hired on a fixed-term contract**. This is in order to channel employees as much as possible into continuing employment.
  - » **The university has proposed creating a ‘secure employment’ fixed-term contract** category to employ on a fixed-term contract for up to three years in circumstances where the alternative would be casual employment.
  - » **The CPSU sought an assurance from the university that being on a ‘secure-employment’ fixed-term contract would not affect a staff member’s ability to utilise conversion clauses to convert to continuing employment, and we are pleased to say that this assurance was given.** However, we remain concerned that staff can access the casual conversion clauses rather than the less beneficial fixed-term conversion clauses. We will pursue this in the coming meeting.

Other changes were discussed – if any members employed on a fixed-term basis wish to obtain more detailed information concerning the university’s proposed changes, or if any members would like more detailed information generally, please contact CPSU Branch President Grant Wheeler at [grant.wheeler@sydney.edu.au](mailto:grant.wheeler@sydney.edu.au).

## CONTACTS

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*All members of the CPSU in NSW are also members of the Public Service Association. The PSA is the Associated body that manages and resources the CPSU in NSW.*