

2022-2026 Edith Cowan University Draft Enterprise Bargaining Agreement Highlights

Expiry

The new Agreement will expire on 30 June 2026.

Salary Increases

The salary outcome provides an aggregate **increase of 17.5%** over the life of the Agreement in these instalments:

3.5%	Administrative Increase 2022
4.0%	First full pay period on operation of the Agreement
3.5%	July 2024
3.5%	July 2025
3.0%	May 2026

Significant gains have been made in the proposed new Agreement. Here are some of the highlights:

- Improved academic workload provisions.
- New intellectual freedom protections.
- Improved change management provisions including new protections against workload intensification.
- Improved higher duty allowances for professional staff.
- Introduction of the right to disconnect from work.
- New continuing employment opportunities for casual academic staff.
- Introduction of overtime payments for casual professional staff.
- An increase to the Aboriginal and Torres Strait Islander employment target.
- Workload recognition for Aboriginal and Torres Strait Islander cultural contribution.
- Improved parental leave provisions.
- Improved flexible work arrangement provisions.
- Introduction of paid gender affirmation leave.
- Improved family and domestic violence leave provisions.

Key Changes to the Agreement

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Intellectual Freedom	58	58	Improvement	New protections against charges of misconduct or serious misconduct over an exercise of intellectual freedom.
Aboriginal and Torres Strait Islander Employment	12.2	12.2	Improvement	3% employment target (up from 2%).
	45.1	45.1	Improvement	Paid Cultural and Ceremonial Leave increased from 4 to 5 days per year. New provision of up to 5 days unpaid leave.
	12.6	12.6	Improvement	An Aboriginal and Torres Strait Islander employee's workload will recognise cultural contributions made, including the provision of advice and support to fellow Employees and students.
	12.7	12.6	Improvement	Level 1 or Level 2 Bilingual proficiency per annum allowances will be as set out in the <i>Aboriginal and Torres Strait Islander Health Workers and Practitioners and Aboriginal Community Controlled Health Service Award 2020</i> . Level 1 was \$1862 and will now be \$2290. Level 2 was \$3727 and will now be \$4583.
Gender Affirmation Leave	47	New	Improvement	An employee who has 12 months continuous service and is affirming their gender may apply for 20 days paid Gender Affirmation Leave in a calendar year.
Conversion of Casual Academic Work	7.9.3	New	Improvement	During the life of the Agreement the University will fill 37 FTE ongoing academic roles from existing University casual academic employees who have performed casual teaching work for the University for a minimum 12-month period. A casual employee appointed to one of these roles will perform teaching work that was previously performed by casual employees.

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Casual Academic Marking	Schedule 1 Part 3	Schedule 1 Part 3	Improvement	<p>Piece rates have been removed and separate payment will be made for all non-contemporaneous marking in accordance with these definitions:</p> <ul style="list-style-type: none"> ○ Marking is simple when the marker is easily able to recognize the correct answer and is required to provide brief or no feedback. ○ Standard marking refers to marking which includes brief feedback and does not require detailed analysis. ○ Marking is complex when the marker is required to exercise substantial academic judgement and to give detailed feedback to the students explaining how their work might have been improved, such that a student who learned from this feedback could improve their mark in any similar future assignment.
Casual Professional Staff Overtime	33.2.3	New	Improvement	Casual work performed beyond the span of hours, or on Saturdays, Sundays and Public Holidays, where authorised, will be paid at overtime rates.
Right to Disconnect	65	New	Improvement	<p>All employees have a right to disconnect from work-related communication, including the non-answering of phones and emails, outside of their normal or agreed working hours, unless in receipt of an availability or on-call allowance, or required as part of their employment to be available in an emergency.</p> <p>The right to disconnect in no way implies a limitation on the self-directed nature of academic work.</p> <p>No adverse action will be taken against an employee who does not respond to an urgent or emergency work-related communication outside of their normal or agreed working hours.</p>

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Flexible Work Requests	57	57	Improvement	New provision where any continuing or fixed-term staff may request a flexible working arrangement, including flexitime, part-time work, purchased leave or working from home, and refusal must be on reasonable grounds with written reasons. Replaces the parenting room provision.
Consultation on Change	16.5	16.5	Improvement	Change proposals will now include how remnant work from a disestablished job will be accommodated; and a work health and safety risk assessment.
Redundancy	17.3	New	Improvement	An ongoing employee whose period of continuous service with the University is less than 12 months and whose position is disestablished will now be entitled to mitigation measures including redeployment; voluntary early retirement; voluntary conversion to part time work; transfer to another campus; retraining; and any other measure that might be agreed between the University and the employee.
	17.9 & 18.11	17.9 & 18.11	Improvement	An employee with only 1 year and less than 2 years continuous service with the University will receive 4 weeks' salary (previously ineligible for payment).
	18.11	18.11	Improvement	Age-based redundancy notice period removed and replaced with the highest amount (was 18-22 weeks and is now 22 weeks).
	16.8	16.8	Improvement	Improved provisions to retain employment.
Compassionate Leave	44	44	Improvement	Paid Compassionate Leave increased from two to three days per occasion with expanded circumstances.
Disciplinary Procedures	29.1.6 29.2.6	29.1.6 29.2.6	Improvement	New step whereby the matter can be set aside before it goes to the VC.
	29.1.7 29.2.7	29.1.7 29.2.7	Improvement	New obligation to document reasons for the allegations

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Academic Workload	10.4	10.4	Improvement	Workload models must now provide for: <ul style="list-style-type: none"> a) An equitable, transparent and reasonable distribution of workload across a discipline and/or School consistent with WHS duty of care; b) Consideration of a suitable allocation to facilitate an academic enrolled in a relevant Doctoral program and making satisfactory progress; and c) Work travel required between campuses or other agreed work locations for the purpose of performing work.
	10.8	10.8	Improvement	Workload allocations must take account of the time required to do the work.
	10.10 & 10.11	10.10 & 10.11	Improvement	Accessibility and transparency of workload allocations improved. Management decision no longer final for workload reviews. A dispute can now be taken.
Casual academic employment	7.9.1	7.9.1	Improvement	Introduction of two hours minimum engagement.
Casual professional employment	7.8.1	7.8.1	Improvement	Introduction of minimum engagement.
	7.8.5	7.8.5	Improvement	Introduction of conversion provision.
Higher Duties Allowance	27	27	Improvement	Removal of graded increase to 100% allowance.
	27	27	Improvement	Removal of reversion to lower salary during leave.

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Shift Work	31.1	31.1	Improvement	Night shift rates now apply until 8am (currently 6am).
	31.3(a)	31.3(a)	Improvement	'Sundays' changed to 'weekend days' for purpose of extra annual leave accrual for shift workers excluding seven-day shift workers where it remains confined to 'Sundays'.
	31.3(b)	31.3(b)	Diminution	Compensatory day now needs to be taken within 12 months whereas could previously accumulate.
	31.4(a)	31.4(a)	Improvement	Addition of ' <i>a shift will be continuous</i> '.
	31.4(b)	31.4(b)	Improvement	Expanded right to overtime payments.
Awards and Agreements	3.2	3.2	Improvement	The Agreement will prevail over policies and procedures to the extent of any inconsistencies.
	3.3	3.3	Improvement	Where there is inconsistency between the Agreement and the National Employment Standards (NES) of the Fair Work Act and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
Definitions	5	5	Improvement	Family and Domestic Violence - addition of definition.
	5	5	Improvement	New definition: Gender Affirmation is a personal process where a trans or gender diverse person implements steps to live as their defined or affirmed gender identity, rather than the gender assigned to them at birth.
	5	5	Diminution	Minor expansion to definition of Senior Staff – minimal impact.

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Continuing Contingent Funded	7.6.1	7.6.1	Improvement	Eligibility is now 'at least 3 years' service instead of 3 years and 'who is appointed to their second consecutive contract'.
	7.6.8	7.6.8	Diminution	Severance pay addition: At least 3 years but less than 4 years: 7 weeks At least 4 years but less than 5 years: 8 weeks (This addition is consistent with the National Employment Standards of the Fair Work Act)
Offshore Work	N/A	11.1	Improvement	Removal of: <i>For the purposes of this clause "Offshore Work" will mean employment requiring an employee to work outside Western Australia for a continuous period of time no longer than 28 days.</i>
Ill-health Termination	13.3	13.3	Improvement	'or other like fund provider' added to the part where employer action ceases if temporary or permanent incapacity benefit sought, so that the provision is applicable to insurers other than superannuation funds.
	13.8	13.7	Diminution	<i>If within 28 days agreement on a Registered Medical Practitioner cannot be reached, the University will choose a suitable Registered Medical Practitioner and require the Employee to attend a medical examination with this practitioner. If the Employee refuses to attend or participate in the assessment, Clause 13.9 will apply.</i> NTEU practical and extensive experience with this process is that employees who attend do participate so the change is not likely to make any material difference.
Apprentice rates	24.3	24.3	Improvement	A majority of percentages of full-time rates have been lifted.

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Overtime	33.4	33.4	Improvement	Addition of requirement that accrued TOIL be paid out upon termination of employment.
	33.7	New	Improvement	Employees must now have at least 10 hours break between the end of one period of duty and the beginning of the next, without loss of pay for ordinary time occurring during such breaks. If the University authorises the employee to return to work without having the required break, they will be paid their base rate plus 100% until they are released from duty.
Long Service Leave	38 & 39	38 & 39	Improvement	Period of Continuous Service for Accrual of 13 Weeks LSL reduced from 10 to 7 years for staff with a commencement date after 16 February 2010.
	38.1.2	New	Improvement	New provision: <i>Where the Employee was employed after 10 June 1996 but before 16 February 2010, they will accrue LSL for the period of Continuous Service between those two dates at the rate of 13 weeks after 10 years' service, but from 16 February 2010 they will accrue LSL at the rate of 13 weeks after 7 years' Continuous Service.</i>
	38.3.1 39.4	38.3.1 39.4	Improvement	Added to timing of taking LSL: <i>'in other periods as may be agreed between the University and the Employee'.</i>
	38.3.3	38.3.3	Improvement	Removed: <i>'Where an employee's rate of pay for LSL was frozen prior to 8 August 2006, that freeze will remain in force'.</i>
	38.3.6 39.5	38.3.6 39.5	Improvement	Increased cash out of LSL enabled in exceptional circumstances: <i>'The University may approve the retention of a lesser amount, subject to exceptional circumstances'.</i>
	38.3.7 39.11	38.3.7 39.11	Improvement	New: <i>'Any Public Holiday as defined at Clause 50 occurring during a period of LSL will not be treated as LSL, and the Employee is entitled to the Public Holiday'.</i>

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Parental Leave	41	41	Improvement	Clause positively amended for compliance with the National Employment Standards of the Fair Work Act.
Family & Domestic Violence Leave	46	40	Improvement	An employee, including a casual employee, experiencing Family or Domestic Violence will be entitled to access, at short notice, up to 10 days paid leave and 5 days unpaid leave in a 12-month period from the anniversary of the Employee's appointment.
Community Service Leave	48	48	Improvement	Community Service Leave expanded to include payment for casual staff called to jury duty.
Public Holidays and Limited-Service Period	50.1	New	Improvement	New provision: <i>'An Employee is entitled to be absent from work on a Public Holiday in accordance with the NES'</i> .
	50.2	50.1	Improvement	Easter Sunday added to the public holiday list.
	50.1	50.1	Improvement	Added to the public holiday list: <i>'any additional days declared or prescribed as Public Holidays in Western Australia; or any day or part day substituted under Western Australian law for a day or part day that would otherwise be a Public Holiday'</i> .
	50.5	50.5	Improvement	Requirement to work on a public holiday changed to reasonable request and reasonable right of refusal.
	50.4	New	Improvement	New: <i>The University and the Employee may agree to substitute another day for the day that would otherwise be a Public Holiday under clause 50.2.1, provided the Employee would normally work the Public Holiday. In such an instance, the Public Holiday worked will be paid at the ordinary rate of pay.</i>
	50.6a)	50.2	Improvement	Christmas closedown reduced from two weeks to up to five working days.

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Infant Feeding	41.10.4	57.3	Improvement	Entitlement to use ECU parenting room facilities, and to reasonable lactation breaks.
Survey Research Centre and Vario Health Clinic	Schedule 4 Part 1	Schedule 4 Part 2	Improvement	Introduction of minimum engagement period for casual staff.
Supported Wage System	Schedule 5	Schedule 5	Improvement	National Minimum Wage Order adjusted for currency.
Traineeships	Schedule 6	Schedule 6	Improvement	Hourly rates lifted.
Sports and Fitness Centre	2.2b)(ii)	New	Neutral	A new EA will be negotiated for the ECU Sports and Fitness Centre and a Memorandum of Understanding between the University and NTEU has been agreed. Salary increases as per the main Agreement will apply in the interim and conditions set out in the current Agreement will continue until the new Agreement is finalised.
Commercial Enterprises	2.2b)(i)&(iii)	New	Neutral	People employed in businesses deriving revenue from and providing services not related to, or directly supporting, University related teaching and/or research won't be covered by the Agreement except that those businesses in Schedule 4 – Part 1 (Survey Research Centre and Vario Health Clinic) will be retained under the Agreement. This will not cause any change to current coverage rights.