



**National Tertiary
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Know Thy EBA

15th March 2024





We recognise that we are meeting on the traditional lands of the Noongar people.

This land is stolen land and has never been ceded.

As unionists we pledge our ongoing solidarity with the traditional owners, and all Aboriginal and Torres Strait Islander peoples, in their struggle for recognition of sovereignty, historical truths and justice.



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Agenda

Role of the EBA

Structure of the EBA

Rights overview

Key wins

Events and activities

Refreshments at the branch
office: 10-12 Parkway (next to
BJM Library)



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Questions

chat / uwa@nteu.org.au



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Role of EBA

Rights & conditions

Legally enforceable

- Fair Work Commission

Fair Work Act, National Employment Standards, Award (BOOT), contract, policies, other legislation

Negotiated by the NTEU



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Structure of EBA

Undertakings

Preliminaries

- Expiry, definitions, academic freedom, A&TSI employment

Employee 'life cycle'

Schedules

- Salaries, classification descriptors, casual rates



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Undertakings

BOOT (Better Off Overall Test)

Academic

- hourly/'rolled up' rate

Professional

- Non-rotating night shift penalties
- Award/Agreement span of hours remuneration



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Preliminaries

Expiration date

- 30 June 2025

Academic Freedom

- Broad definition of 'academic staff'
- No reference to code of conduct
- Not grounds for misconduct

Aboriginal and Torres Strait Islander employment

- 3% employment target
- Extra 4 days paid cultural leave
- Reporting to consultative committee



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Employee 'life cycle'

Contract of service

Classification & remuneration

(P&G: allowances, hours of work)

Leave

Performance and development

Consultation and communication

Flexibility

Ceasing employment

Dispute resolution



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Contract of service (Part B)

Ongoing

Fixed Term

Casual

Ongoing Contingent Funded

Probation

Offshore

Workloads (PG in Part C)



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Fixed-term employment (8)

Use of fixed-term employment
Conversion to ongoing
Service/ breaks in service



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Fixed-term employment (8)

Specific task or project

Research

Replacement employee

Recent professional practice required

Pre-retirement

Student

Uncertainty over future requirements

Fill a vacancy on a temporary basis

(up to six months)

External funding (P&G)

Organisational change (A)

New initiative (A)



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Conversion to ongoing (8)

- 8.3 An Employee in Fixed Term Employment may apply for conversion to ongoing status provided that the following requirements are met:
- (a) the Employee has completed at least 12 months continuous service;
 - (b) the Employee is on a second or subsequent fixed term contract;
 - (c) the Employee was employed through a competitive selection process; and
 - (d) the Employee has successfully completed a staff appraisal.
- The University may refuse conversion on reasonable grounds.
- 8.4 The right of an Employee in Fixed Term Employment to apply for conversion to ongoing status under clause 8.3 is separate and distinct from any rights of Casual Employees to convert to ongoing employment as set out in the Act or other applicable industrial instruments.
- 8.5 Where the University has made a decision to continue or extend a position, or continue or extend a position with the same or substantially similar duties, the Employee in the Fixed Term Employment will be offered further Fixed Term Employment in that position. An offer of further employment is made subject to the Employee:
- (a) having been employed through a competitive and open selection process; and
 - (b) having performed satisfactorily in the position.



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10 Casual Employment

10.1 The parties to this Agreement recognise that casual employment is appropriate in specific circumstances. Therefore, the use of casual employment will be limited to the following circumstances:

- (a) To fill:
- (i) a short-term vacancy caused by the absence or departure of an Employee;
 - (ii) a short-term appointment to assist in the completion of a specific task or project during periods of peak workflow; or
 - (iii) an appointment funded from a research fund, grant, consultancy or similar arrangement to "buy out" research or teaching time or to perform specific tasks,
- where it is not practicable to make a fixed-term appointment;
- (b) the work to be performed is irregular to the degree that it is not possible to predict the hours of work that may be offered from week to week or the number of weeks of engagement;
 - (c) the content of the course and subject material that the Casual Employee will teach requires current industrial or professional experience;
 - (d) there is a short-term peak load for part of a teaching period or semester;
 - (e) the casual employee is a postgraduate or Honours student and performing teaching work that relates to the Casual Employee's subject of study or research;
 - (f) where the Casual Employee has primary employment other than with the University; or
 - (g) there is an operational need caused by a natural disaster.

10.2 A Casual Employee engaged other than in the circumstances described above will be offered ongoing employment or Fixed Term Employment (in accordance with clause 8.2) to perform the role and incorporating the work they were performing as a Casual Employee.

Casual employment (10)

3-hour induction

8.8% cap, reporting to consultative committee

Limited circumstances (Ac)

Related:

- PG: Section D (Allowances) and E (Hours of Work)
- Ac: Schedule B (Casual rates)



PART C: CLASSIFICATIONS AND REMUNERATION

13 Classifications

13.1 Employees covered by this Agreement will be classified according to the structure set out in Schedule C.



Classifications (Ac 13, Schedule C)

Teaching and Research Academic Employees

Research Academic Employees

(different to workload)



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Classifications (PG 14, Schedule B)

Classification descriptors \neq job description

Reclassification – reasonable timeframes

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Workloads (PG 12, Ac 19)

Managers will allocate workload ensuring that:

- (a) the workload is fair, reasonable, equitable and manageable taking into account the Employee's working hours (which includes Ordinary Hours and any reasonable additional overtime);
- (b) workload needs to be within the scope of position descriptions; and
- (c) the workload of each Employee should be clearly understood.

19.4 The University will ensure that the total work allocated to individual Employees is done through a transparent process and provides:

- (a) sufficient time to perform their allocated research or scholarship, teaching and engagement/service activities;
- (b) are not required to work excessive hours; and
- (c) are reasonably able to take paid leave entitlements.



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Remuneration (Schedule A)

14% pay rise:

2% July 2022

3.3% July 2023

5% July 2024

3.7% July 2025



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An Employee is entitled to paid personal/carer's leave if:

- (a) the Employee is not fit for work because of a personal illness, or personal injury affecting the Employee or to attend an appointment with a Registered Health Practitioner; or
- (b) to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

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Leave (Ac Part D, PG Part F)

Personal & Carers' leave

- *any medical purpose*

Family & Domestic Violence Leave (10 days, inc. casuals)

Compassionate leave (3 days, inc. casuals)



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Leave (Ac Part D, PG Part F)

Cultural leave (3 days FTE)

- no time cap

Community and other leave

- jury service; emergency services
- defence force reserve training; veterans
- international sporting event

Short leave (P&G) (3 days FTE)

Workplace Relations Leave

Workplace Relations Training includes short courses, seminars or conferences training as approved by the DHR, such approval not being withheld unreasonably, and includes necessary travel time.

An Employee, except for Casual Employees, will be granted up to 37.5 hours paid leave every calendar year to attend Workplace Relations Training provided that:

- (a) a written application is made to the DHR at least four weeks or lesser period by agreement prior to the commencement of the training;
- (b) the application sets out the subject of the training, the commencement date, the length of the training, the venue and the Authority that is conducting the training; and
- (c) the Employee has been employed by the University for at least 12 months.

Subject to approval by the DHR, such leave may be combined providing an Employee with 75 hours in a calendar year and zero hours the following calendar year.

Paid leave during ordinary working hours will be granted to an Employee who is:

- (a) required to give evidence before any industrial tribunal;
- (b) an Employee Representative and is required to attend:
 - (i) negotiations and/or conferences with the University;
 - (ii) University approved consultative committees or working parties; or
 - (iii) meetings preliminary to negotiations or attendance at a hearing of an industrial tribunal,

in respect of the Employee for whom they are acting as an Employee Representative.

Leave (Ac Part D, PG Part F)

Workplace Relations Training Leave (Ac 26, PG 42)



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Leave (Ac Part D, PG Part F)

Annual Leave

Close Down

- Up to 10 days

Public Holidays

- Can be reasonably requested
- Right to refuse
- Easter Tuesday
- Special New Year's Day

Purchased leave

- Up to 8 extra weeks



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Leave (Ac Part D, PG Part F)

Long Service Leave

- 13 weeks
- 7-10 years (PG)
- 10 years (Ac)
- Pro-rata after 7, then 3.5 years



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An Employee, other than a Casual Employee, who is the Primary Care Giver of the child is entitled to paid Parental Leave as follows:

Length of Continuous Service at the time leave is to commence	Entitlement to paid Parental Leave
At least 12 months but less than 5 years	26 weeks at full pay <u>or</u> 52 weeks at half pay
5 years or more	36 weeks at full pay <u>or</u> 72 weeks at half pay

Length of Continuous Service at the time leave is to commence	Entitlement to partner leave
Less than 12 months	Up to 3 weeks unpaid partner leave
At least 12 months	Up to 2 weeks paid partner and Up to 6 weeks unpaid partner leave

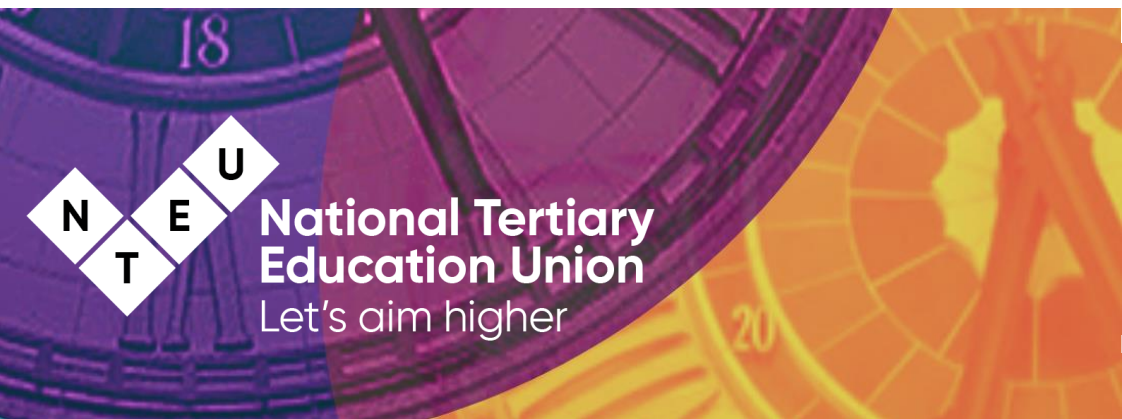
Leave (Ac Part D, PG Part F)

Parental leave & Partner leave

- Paid lactation breaks
- Flexible return to work
- Transfer to safe job
- No restriction on concurrent parental leave (except employee couples)

Gender affirmation leave

- 20 days
- Legal and medical purposes





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Performance and development (PG part G; Ac Part E)

Staff Appraisals

Performance Management

Misconduct

Staff Development Grants Scheme (PG)



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Consultation and communication

Professional & General Employees
Consultative Committee (53)

Academic Employees Consultative
Committee (36)

Academic Workloads Advisory
Committee (19.13)



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Consultation and communication

Aboriginal & Torres Strait Islander Employment target (4)

Decasualisation (measures to stay under 8.8%) (10)



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Workplace change is deemed to be significant if it results in one or more of the following:

- (a) termination of employment due to Redundancy, including where it is proposed that existing jobs will be outsourced;
- (b) major changes in the composition, operation or size of the University's workforce or in the skills required;
- (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- (d) change to hours of operation;
- (e) the need to transfer to another campus;
- (f) the restructuring of jobs or technological change where this will have a significant impact on the day to day work practices of Employees,

provided that where this Agreement makes provision for variation of any of these matters, the variation is deemed not to have significant effect.

Consultation on workplace change (Ac 37, PG 54)

Consultation prior to definitive proposal

Casuals included in consultation

Work distribution plan to be included in org change decision documents



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Requesting Flexible Working Arrangements

Employees, including regular Casual Employees who have a reasonable expectation of continuing employment on a regular and systematic basis, may apply to request a flexible working arrangement should they wish to change their working arrangements with the University.

Flexible working arrangements may include flexible working hours, flexible start and finish times, job sharing, working from home or another approved location.

Employees and the University may also agree to other arrangements set out in this Agreement, including annualised hours, deferred salary scheme or purchased leave arrangements.

Any requests for a flexible working arrangement must be made in writing to the Employee's Manager and must set out:

- (a) the details of the change sought;
- (b) the reason for the change;
- (c) the duration of the arrangement requested;
- (d) the preferred date for commencing the arrangement; and
- (e) any other information required by University policy.

Before responding to the written request, the Manager will discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's request.


The Manager will provide the Employee with a written response within 21 days of the request being made, stating whether the request has been granted, refused or a different arrangement has been agreed to.

The University may refuse an application for a flexible working arrangement on reasonable business grounds and will consider other arrangements before refusal. If the application is refused, the University will provide details of the reasons for the refusal in writing to the Employee.

Flexibility (PG 58, Ac 40)

PG: Refusal & termination only on reasonable business grounds (limited list)

Ac: rights under the Act



Reasonable business grounds for refusing a request made under this clause are limited to the following:


- (a) the operational needs of the University or work area;
- (b) that the new working arrangements requested would be too costly for the University;
- (c) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- (d) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested;
- (e) that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- (f) that the new working arrangements requested would be likely to have a significant negative impact on the provision of services, including customer service; or
- (g) a reason or reasons related to work health and safety.



Flexibility (PG 58, Ac 40)

PG: Refusal & termination only on reasonable business grounds (limited list)

Ac: rights under the Act



For the avoidance of doubt, requests for a flexible working arrangement can also be made in accordance with the Act for the following circumstances:

- (a) the Employee is pregnant;
- (b) the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (c) the Employee is a carer (within the meaning of the Carer Recognition Act 2010);
- (d) the Employee has a disability;
- (e) the Employee is 55 or older;
- (f) the Employee is experiencing family and domestic violence;
- (g) the Employee provides care or support to a member of the Employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing family and domestic violence.

Any requests made in accordance with clause 58.12 will be dealt with under the Act.



Flexibility (PG 58, Ac 40)

PG: Refusal & termination only on reasonable business grounds (limited list)

Ac: rights under the Act



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Ceasing employment (PG Part J; Ac Part H)

Expiry

Termination

Resignation

Retirement

Redundancy



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Dispute resolution

Grievances

- Internal policy

Disputes

- Local (if practical)
- DHR
- FWC (or other body by agreement)



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Schedules

Academic

- A. Annual Base Salaries
- B. Casual Academic Employment
- C. Minimum Standards for Academic Levels

Professional & General

- A. Annual Base Salaries
- B. Classification Descriptors

Key Procedural Fairness and Transparency Wins

Improved Grievance and Misconduct processes

Clearer Dispute Resolution processes

Unsatisfactory Performance Process – now centred around improvement rather than punishment

Work distribution plan to be included in org change decision documents

Outsourcing to trigger org change



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Key Wins for Casual Staff

Paid compassionate leave

Paid induction

Better definitions of teaching activities (A)

Increased minimum engagement for most activities (P&G)



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Key Job Security Wins

Casual Staff

- 8.8% cap on casualisation incl. consultation with the Union
- Firmer restrictions on the use of casual employment (A)

Fixed Term Staff

- Major Change provisions apply to OCFE
- Firmer restrictions on the use of fixed term employment (P&G)



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Key Workload Wins

Professional & General

- Timed workloads review process
- Review open to groups of staff
- Managers accountable for employee workload

Academic

- School workloads models developed in consultation with staff
- Workload allocations to accurately reflect time taken to do the work
- Broader AWAC representation



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Key Health and Wellbeing Wins

Flexible parental leave
Gender Affirmation Leave
Expanded personal leave
Flexible work



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Events and activities

Academic: workload model survey

Professional: mapping

ELICOS: bargaining

WHS workshop



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Workplace Health and Safety at Universities

Wednesday 24th April
11.30am-12.30pm



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Thank you!



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