

2022-2025 Curtin University Enterprise Bargaining Agreement Highlights



Expiry – See clause 5.1

Expiry date of 30 June 2025

Salary – see Schedule 1 - Employee Salaries

14% aggregated over life of the agreement.

4 year expiry to expiry 3.5% pa.

3% July 2022

4% July 2023

3.5% July 2024

3.5% June 2025

Casual Employees – see clause 13.15 Academic Casual Conversion Program

70 FTE ongoing academic positions.

- 15 FTE in 2023
- 25 FTE in 2024
- 30 FTE in 2025

Curtin will reduce the use of casual academic employment by a minimum of 14% over the term of the Agreement, measured from the date of FWC approval of the Agreement.

The key components of the clause are as follows:

Only where no internal applicant is appointable, may the University advertise roles created through the Program externally.

Academic appointments under the Program:

1. will be to an ongoing position;
2. may be made at a fraction less than 1.0 FTE where the successful applicant makes such a request, in which case they will be appointed at no less than 0.5 FTE;
3. will be at a minimum of Level A Step 6 of Schedule 1 of the Agreement; and
4. will normally be to a Teaching Academic (TA) appointment.

Academic positions appointed through the Program will have a workload allocated in accordance with the workloads clause. During the three-year appointment staff will receive adequate time and mentoring support to develop a research plan and profile and these measures will be formally discussed and recorded as part of the annual career conversation

Fixed Term Employees – see clause 12.5 Conversion of Fixed Term Appointment to Continuing Appointment

Right to conversion now only requires two consecutive contracts over two years rather than two consecutive contracts over three years.

Management must now provide reasons for refusal of conversion in writing.

Where Curtin has decided to continue a fixed term position the incumbent will be offered further employment in that position subject to performance.

Academic Freedom – see clause 20. Freedom of Speech and Academic Freedom

New clause replaces a vague and unenforceable clause.

New clause is informed by the French Code. <https://www.education.gov.au/higher-education-publications/resources/report-independent-review-freedom-speech-australian-higher-education-providers-march-2019>

New clause has some limitations to ensure compliance and student and staff wellbeing, but makes clear that all staff have a right to freedom of speech and that academics have a reasonable expectation to direct their own teaching and research.

Clause makes clear that, when properly applied, freedom of speech and academic freedom cannot be viewed as misconduct.

Aboriginal and Torres Strait Islander Employment – see clause 15

Aboriginal and Torres Strait Islander employment of at least 3.3% of the overall Full Time Equivalent, to 107 FTE by 30 June 2025 (not including casual staff) as set out below:

- a) 30 December 2023 – 65 FTE
- b) 30 December 2024 – 80 FTE
- c) 30 June 2025 – 107 FTE

Should it become apparent at any stage that an employment target set out in clause 1.6 above may not be met, the parties to this Agreement will confer, at a meeting of the IMCC to be held within one (1) month or as soon as possible after a request is made to the Chair, with a view to determining what factors may be adversely affecting the achievement of the target and what measures can be taken to ensure the target is met.

Curtin Aboriginal and Torres Strait Islander HDR students must be offered a full time or part time fixed term role while studying. Upon graduation they must be offered a continuing academic role.

Workload must take into account cultural work.

New leave entitlements in addition to existing 5 days leave to attend cultural duties, including:

- 5 days paid and 10 days unpaid cultural leave
- 2 days leave over NAIDOC week
- 3 days leave to attend Curtin hosted or sponsored NAIDOC events

Academic Workload – see clause 19. Hours of Work and Workload

Current clause has been updated to include the following:

- Where workload has been exceeded a discussion will occur to explore workload management options.
- Workload allocations must occur in consultation with staff and in a fair and equitable manner.
- Time allocated for tasks must accurately reflect time taken to perform said task.
- If a review of workload is requested a response must be provided in writing within 10 days from application.

Professional Staff Workload – see clause 21.2 Workload

Professional staff workload clause now include the following provisions:

- Workloads must be determined on a fair, transparent and consultative basis.
- Workloads must be sustainable over the established timeframes.
- Deadlines set for the performance of the duties are reasonable.
- Performance of the work cannot expose an Employee to health, safety and/or psychosocial hazards.
- Workloads must be within the scope of the PD, otherwise payment of additional remuneration may be provided.
- Workloads must take into account the nature of the work, the environment in which it is performed, and the volume.
- Workloads must allow the Employee to be able to maintain a balance between their professional and personal life.
- Any incidence of workers' compensation or illness or injury is considered in determining workload.

Workload clause includes new staged workload review process that provides for evidence based, timely process and written feedback on outcomes.

Flexible Work – see clause 23 Work Flexibility

Clarified long terms and short terms arrangements for flexitime, working remotely, and working from home.

Gender Affirmation Leave – see clause 43 Gender Affirmation Leave And Support.

20 days paid leave pa

Leave – see clauses 38.7, 51.8, & 51.9

- Two additional days of paid leave during the limited-service period (Curtin University Days)
- Australia Day public holiday can be worked in exchange for additional day of leave in lieu.
- Special personal leave (paid) for an employee with a disability or chronic medical condition or an employee who cares for an immediate family member with a disability or chronic medical condition (subject to conditions).

Changes to the Agreement: 44 identified improvements, 8 diminutions*

MAIN SUBJECT MATTER	Relevant Clauses of The Agreement	Relevant Clauses of Previous Agreement	Overall Assessment: Improvement or Diminution	Explanation of the specific changes in the text of the Agreement, including new text, deleted text, and changed text.
Changes Language/Nomenclature			Improvement	Removal of gendered language
Definitions: Casual staff member	3	3	Diminution	Changed from the standard award definition (engaged and paid by the hour) to “as defined by the FW Act”.
Definitions: Continuous Service	3	3	Improvement	Removes cap on approved unpaid leave. Allows for any period of 8 weeks or less absent from work as continuous service.
Implementation and Monitoring Consultative Committee	7.5 b, 15.7	New	Improvement	IMCC will now also monitor the Aboriginal and Torres Strait Islander employment target, and where it becomes apparent that the target may not be met, propose strategies and actions to meet the target (ref. cl 15). Where the target is being reviewed the parties must ensure that there is appropriate representation at the meeting.
Casual Employment	13.2	New	Improvement	Included min engagement for Aca/Prof/ Elicos as per the relevant award provisions.
	13.4	New	Improvement	Requirement to have systems in place to ensure casuals are paid for approved work within pay cycle.
Employment Opportunities for Aboriginal and Torres Strait Islander Higher Degree Students	15.8	New	Improvement	Aboriginal and Torres Strait Islander Curtin enrolled Higher Degree students must be offered a full or part time fixed term role whilst undertaking their studies at Curtin. Upon graduation they must be offered a continuing academic role.

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Aboriginal and Torres Strait Islander Cultural workload	15.19	New	Improvement	Cultural load to be included in workload allocation.
Aboriginal and Torres Strait Islander Cultural Leave	15.13, 39	New	Improvement	5 days paid and 10 days unpaid cultural leave 2 days NAIDOC week for external events + 3 days leave to attend Curtin hosted or sponsored NAIDOC events.
Academic Workload	19.1	New	Improvement	Where a full annual workload is exceeded, a discussion will occur to explore workload management options.
	19.2.e, 19.2.f	22.3.7	Improvement	Allocation in consultation with staff, fair and equitable. Time allocated to task is an accurate representation of the time taken to perform the task.
	19.2.k	New	Improvement	New requirement for workload allocation review reasons to be provided within 10 days of application.
Academic Freedom	20	60	Improvement	Replaced unenforceable and vague clause. New clause that closely follows the French Code, including prohibitive provisions that prevent the University from using policy, guidelines or administrative discretions to undermine academic freedom and freedom of speech. Any power or discretion under a non-statutory policy or rule of the University shall be exercised in accordance with clause. The clause prevails, to the extent of any inconsistency, over any non-statutory policy or rules of the University.

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Professional Staff Workload	21.2	23.2	Improvement	<p>Allocated workload must be achievable within ordinary hours of work. New requirement that the University ensures (rather than considers so far as is practicable) that workloads;</p> <ul style="list-style-type: none"> determined on a fair, transparent and consultative basis; sustainable over the established timeframes; deadlines set for the performance of the duties are reasonable; performance of the work does not expose an Employee to health, safety and/or psychosocial hazards; within the scope of the PD, otherwise payment of additional remuneration may be provided; takes into account the nature of the work, the environment in which it is performed, and the volume; the Employee is able to maintain a balance between their professional and personal life; and any incidence of workers' compensation or illness or injury is considered.
	21.6-21.8	23.5	Improvement	New staged workload review process that provides for evidence based, timely process and written feedback on outcomes.
Working Flexibly	23	New	Improvement	Provides long- and short-term arrangements including flexitime and working remotely.
	23.2a-23.h	New	Improvement	Working from home arrangements by agreement where it is operationally sustainable.
Shiftwork Hours and Rosters	25.3.c	New	Improvement	Sunday shiftworkers to be paid at double time.

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Right to Disconnect	27	New	Improvement	Right to disconnect from work outside of normal hours of work.
Transfer Allowance	30.6	31.6.5	Diminution	Transfer allowance will only be paid in accordance with table or with authorisation of the University for greater amounts.
Corporate Credit Card Entitlement	Removed	31.7	Diminution	Removal of the right to apply for a corporate credit card and the discretion of the University to provide one.
Travel Allowance Entitlement	30.7.a	31.7.4 d-e	Diminution	Removal of University discretion to provide a debit card or per diem as this is never done.
Aboriginal and Torres Strait Islander Language Allowance	31.2	New	Improvement	\$2000 for minimal use of language and \$4000 for ordinary use of language indexed in accordance with salary post approval of the agreement.
Direction to take Excess Annual Leave	36.5.e	New	Improvement	University must not require an employee to take any periods of leave of less than one week.
Taking of LSL	37.4.a	38.3.1	Improvement	Removed the requirement to give 6 months' notice and replaced with as much notice as is reasonably practical and no less than 2 weeks.
Paying out LSL on Cessation of employment	37.9.e	New	Improvement	Inclusion of pay out of LSL for NSW employees after 5 years in accordance with NSW LSL Act.

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Special Personal Leave	38.7.b	New	Improvement	An employee with disability or chronic medical condition, or who cares for an immediate family member with disability or chronic medical condition and has exhausted their paid personal leave may request assessment by the People Wellness Team to access Special Personal Leave of a set amount per annum (non-accruing).
Taking Personal Leave or Carers Leave	38.8.c	New	Diminution	An Employee who is absent on Personal Leave taken in association with cultural reasons will make every reasonable effort to gain prior approval from their Line Manager.
Taking Personal Leave or Carers Leave	38.9.a	39.3.3	Improvement	Removal of the mandatory requirement to provide evidence above absence thresholds. Now evidence can be required at the discretion of the Line Manager where the absence is 3 or more days, or 7 days in any calendar year.
Compassionate Leave	40.1.a	40.1.1	Improvement	Expanded the circumstances to include miscarriage and still birth.
Family and Domestic Violence Leave	41	New	Improvement	20 days paid leave (non-cumulative) each 12 months of employment for continuing and fixed term employees. For Casual Employees, at the Employee's full rate of pay, as if the Employee had worked the hours in the period for which the Employee was rostered or had accepted an offer to work those hours.
Late Term Miscarriage, Stillbirth or Perinatal Death Leave	42.6	New	Improvement	Where pregnancy results in a late term miscarriage, stillbirth, or a perinatal death, being the period from 22 weeks gestation to 28 days after the birth and the Employee was otherwise entitled to paid Parental Leave, the Employee will retain an entitlement of up to 26 weeks paid Parental Leave. The Partner of the Birth Parent will retain an entitlement to 3 weeks paid Parental Leave.
Parental Leave – Keeping in Touch Days	42.17	New	Improvement	Up to 10 “keeping in touch” paid days by agreement whilst on leave and in accordance with FW Act.

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Gender Affirmation Leave	43	New	Improvement	20 days paid leave per annum (non-accruing).
Defence Force Leave	Removed	45.2.1	Improvement	Removed the subject to operational needs condition.
Public Holidays	51.1 e, 51.6	49.1	Improvement	Added Easter Sunday as a public. Clarified that a staff member can refuse to work on a public holiday.
26 Jan Public Holiday Substitution	51.8	New	Improvement	Ability to substitute 26 January holiday for another day.
University Limited Services Period	51.9	49.8-49.12	Diminution	Current agreement allowed for 4 days paid leave (over an 8 day shut down period) in lieu of public holidays worked irrespective of the number of public holidays worked. But only until the nominal expiry of the Agreement (30 June 2021). Employees did not get any of these 4 days of grace in favour leave in 2021 and 2022 as per terms of the Agreement. The new Agreement provides for 2 additional days for the life of the agreement (not nominal) with no reference to it being in lieu of Public Holidays worked. Where a staff member has insufficient leave the University must offer them leave in advance to cover the period.
Flexible work arrangements	53	51	Diminution	The eligibility criteria have improved for some employees but a new 12 month service requirement to access arrangements (consistent with the FW Act) has been introduced.
Union Rights	62.9	New	Improvement	University will include web link to Branch website on its intranet.
	62.10, 62.11	New	Improvement	Time release for President (30%) + VP (20%) to perform union duties.
	62.13	New	Improvement	NTEU may hold up to 3 union meetings during work time per year.

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Change and Consultation	66.5.b (i)	New	Improvement	Financial rationale (other than information which is commercial-in-confidence) to be provided.
	66.5.b (iv)	New	Improvement	Where a position is proposed to be disestablished, details of how any remaining work from the position will be redistributed without adverse impact on remaining employees.
	66.5.(v-vii)	New	Improvement	Any OHS and equity implications.
	66.5.e	New	Improvement	Include in the written proposal the likely impact of the proposed change on other work areas and any proposed redistribution of work from a position that is proposed to be disestablished.
	66.5.f	63.4.5	Improvement	Include details of consideration of matters raised in formal consultation in the Change Implementation Plan.
Redundancy Review - Academic	68	65	Improvement	New requirement for the reviewer (Provost) to consider whether the criteria used were fair and objective.
Casual Salary Rates – Medical	Sch2 Table 2	Sch2 Table 2	Improvement	<p>New rates introduced for</p> <ul style="list-style-type: none"> Clinical Skills Practical – 1.5 hrs for a scheduled repeat practical class that would normally only attract hourly rate under other academic activity Clinical Intensive Workshop – 1+1hr facilitate and supervise interactive intensive problem solving sessions Clinical Intensive Workshop Supervision – 1hr for team members supporting supervisor in clinical skills practical. Student Consultation – higher than the standard rate as it includes a medical loading.

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CE – Casual Teaching Pay Rates	11, Table 4	Table 4	Diminution	Included a definition of the rolled up rate and removed the CET 2 rate as they will no longer be engaging casuals at this rate. There are 1 or 2 people that they engage occasionally on the higher rate and they will continue to be paid at the higher rate until the CET 1 rate is at parity.
CE – Chaperone rate	13	New	Improvement	New casual rate for chaperoning students on excursions and other non-teaching activities.

* Neutral changes to clause wording not included in this summary table.