



## Summary of USyd Enterprise Bargaining Meeting held on 24 September 2022

Ahead of our strike on October 13-14, today's meeting clarified the differences between the NTEU and management very sharply. We have made it abundantly clear to management that we will simply not accept insufficient progress on decasualisation, protection of 40:40:20, internal advertising of professional staff positions, or pay. On a number of other issues at today's meeting, we signalled our readiness to make serious shifts in the interests of reaching agreement – but only if our key priorities are met. The ball is now in management's court to show that they're serious about an agreement that benefits both staff and the institution.

### *Areas of agreement*

We were able this morning to finalise a number of areas and reach in-principle agreement with management that we believe we can recommend to members. This shows that management can be brought to recognise that the changes we are aiming for are in the best interests of the institution. We have finalised the professional staff workload clause, the workplace conduct, diversity, anti-discrimination, bullying and harassment clause, and the flexible work clause, subject to the proviso that it must be impossible for managers to specifically call staff into work for no other reason than to prevent staff from working from home.

### *Mental health*

On mental health, the NTEU and CPSU have agreed on a combined position that improves management's commitment to promoting staff mental health. We're particularly concerned to ensure that new managers are given mental health training as early as possible, that training is regularly updated and repeated, and that managers be required to take the mental health of staff more seriously. We'll pursue this topic in the next meeting and hope to reach consensus on this issue with management.

### *Casual sick leave*

Management have previously indicated that they will 'seriously consider' our proposal of some form of sick leave for casuals. If our continued campaign does achieve this, it will be a major shake-up in the conditions of casual work of which every member should be proud. We have now made a specific draft proposal. We propose that casuals doing regular teaching work would get 5 days' sick leave per semester; casuals only teaching OLEs would get two days. For all other casual staff, we're proposing that

everyone employed on a regular and systematic basis be eligible for ten days per annum after three months of employment. If a casual applies for conversion and meets the relevant timeframes for eligibility (12 or 24 months), but is refused conversion, they receive an additional fifteen days per year. These proposals have been made in order to advance negotiations towards a position that management will be more likely to accept.

### *Fixed-term employment*

We responded to a management proposal for a new category of fixed term employment that would allow fixed term employment in any circumstance 'where the work has been performed by a casual staff member and would otherwise be performed by casual staff'. The proposal would exclude staff in this category from the usual fixed term severance pay entitlements.

We oppose the proposal because it would draw up a blank cheque legitimating management use of fixed term contracts to cover ongoing work. The current enterprise agreement already allows for fixed term contracts in a wide variety of circumstances—but aims to restrict temporary employment to cases where the need for the work is genuinely temporary or uncertain. Allowable reasons include externally-funded work, specific projects, research-only work, new programs and programs with uncertain future demand, to cover staff on leave, and to provide a series of guest lectures, among other things.

Management has not given examples of situations that genuinely call for fixed term work but fall outside the long list of existing categories. They argue that the catch-all category would allow conversion of people on existing casual contracts to fixed term. This implicitly acknowledges that there are staff on casual contracts doing work that is continuing in nature—otherwise these staff would meet one of the existing criteria for fixed term contracts. We believe this genuinely continuing work should be done by staff on secure contracts, not fixed term or casual contracts. Since management's proposed category would be exempted from standard fixed-term severance pay entitlements, staff moving there from a casual contract would lose casual pay loadings without enjoying full fixed-term status. However, as indicated, even more importantly it would legitimise a further precarious form of academic employment at the expense of secure ongoing work.

### *Job security*

We have proposed to management that the redeployment period to which staff are entitled when their position becomes redundant should be made indefinite. This would be tantamount to a **no forced redundancy clause** – something that would transform the working life of staff. Far from being utopian, this claim is entirely realistic. Management's own data show that from April 20 2018 to June 30 2021, 310 of the 367 staff in the redeployment pool were successfully redeployed. This is a very high proportion. Management have repeatedly indicated that they are simply unprepared to accept this change. We are determined to reach agreement, and have consequently asked management whether they would consider a proposal short of our

original claim, which would still represent a significant improvement in job-security. We have floated to management the possibility of increasing the redeployment period for staff to a full year (i.e. an extra 40 weeks on top of the existing 12 week redeployment period). This would bring the university's redeployment period into line with the one available at the University of Newcastle. For academic staff and HEO 8 and above, the additional 40-week redeployment period would be funded on the basis that for every three weeks of redeployment provided by the University the staff member would forfeit one week of redundancy pay. As we made clear to management, we will only consider this possibility if they make acceptable movement on our key other priorities.

### *Managing change*

Like job-security, management continue to flatly refuse our proposal that change plans can only be implemented with the approval of affected staff. We continue to believe that this is a more than workable reform that would greatly enhance the efficiency of change. Clearly, management are unwilling to cede an inch on this question. We have put the following proposal to them, conditional on their acceptance of our other key demands: When the University issues the Final Change Proposal, it will include a survey in which all directly affected staff are asked a number of questions about the reasons for, explanation of, and consultation over, the change, and asked whether they support the implementation of the change. If the majority of responses do not support the implementation of the change, the change proposal can only proceed with the written approval, communicated to all affected staff, of the Vice-Chancellor, with the responses to these questions to be provided to the Joint Consultative Committee, who will use the information to improve the way in which change occurs within the University. This represents a significant shift on our part, which is conditional on management meeting our most important other demands. Without this, we will revert without hesitation to our original claim.