

What we could gain in our current bargaining with your help

The NTEU is currently in EB negotiations with most universities. The table below summarises the work-from-home rights already won at other universities. We could have sector-leading rights to work from home. **Just look at the clauses won at ACU and WSU.** We can achieve this or maybe better at Deakin!

Summary of newly won WFH provisions

Agreement or Act	Relevant clause/provision	Rights pertaining to WFH for professional staff	Assessment and rank
ACU	Clause 5.1	<ul style="list-style-type: none"> Entitled to flexible work arrangements, including remote working, for any reason (not just those listed in the Act, which are generally to accommodate caring duties). Recognition that while some tasks need to be performed on-campus, the COVID-19 pandemic has shown that most staff can productively perform their roles remotely. This includes roles that are client-facing. Consideration that the role may have been performed under similar flexible arrangements in the past when assessing flexibility requests. Employer still has power to reject requests but within the reasonable parameters set out in the agreement. 	<p>Strong provision for seeking ongoing WFH arrangements based on personal preference/worker autonomy, which accounts for the success of remote work during lockdowns.</p> <p>Employer may have to demonstrate the 'operational need' to reject a request with specific reference to a role being formerly and successfully performed remotely.</p>
WSU	Part H, Clause 34	<ul style="list-style-type: none"> Entitled to request to flexible work arrangements, including remote working, for any reason (not just those listed in the Act) for two-days per week for all fulltime staff. Request can only be denied if it is considered unreasonable and would disrupt the work unit. Grounds for considering requests are: <ul style="list-style-type: none"> Ability to communicate with on-campus employees Need for interaction with colleagues Nature of role and work performed Security, privacy, health and safety. 	<p>Strong provision for seeking ongoing WFH arrangements based on personal preference/worker autonomy, with an explicit 40:60 (remote /on-campus) ratio as baseline expectation from both parties.</p> <p>Employer has ten days to assess requests and will 'use their best endeavours to accommodate any request to work remotely on a regular basis'.</p>

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RACGP	Clause 14	<ul style="list-style-type: none"> • Explicit right to voluntarily enter into a 'home based work' arrangement, which can be occasional or regular. • Simple conditions to be met for approval: <ul style="list-style-type: none"> ○ Operational needs of employers are met ○ Home environment is safe and secure for work ○ Communication between home and work is possible. • Employer still has power to reject requests but within the parameters set out in the agreement and requests will not be unreasonably refused. 	<p>Generic work-from-home rights for non-academic / non-teaching staff / professional staff.</p> <p>Low threshold to achieve WFH but medical colleges like the RACGP do not have on-campus students (trainees are taught on the job at hospitals).</p>
UTas	Clause 32	<ul style="list-style-type: none"> • The employer provides vague 'flexibility measures', such as work from home. • No enforceable right to even request such an arrangement let alone compel the employer to adopt one. • WFH measures sit outside EB, likely in policy, which can be unilaterally changed by employer. 	<p>Weak, vague and unenforceable clause.</p> <p>Note: Tasmania did not undergo the severe lockdowns like the east coast of mainland Australia, which may account for this clause not being high on the branch priorities during bargaining.</p>
Swinburne (VET)	Clause 12	<ul style="list-style-type: none"> • Tiered system where teaching staff have slightly improved rights to request WFH arrangements outside of scheduled teaching periods but have less flexibility in terms of being able to WFH during those periods. • For all staff, the employer will not unreasonably withhold its agreement to a request by the employee to work from a particular location. • If agreement cannot be reached, the employer may direct the employee to attend at a specified work location. 	<p>Unclear if 'particular location' refers to the home or other campuses.</p> <p>Difficult to enforce or determine what would be considered reasonable as it is not defined in the agreement.</p>

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Fair Work Act 2009		<p>An employee may request a change in their working arrangements from their employer if they require flexibility because they:</p> <ul style="list-style-type: none"> • are the parent, or have responsibility for the care, of a child who is of school age or younger • are a carer • have a disability • are 55 or older • are experiencing violence from a member of their family, or • provide care or support to a member of their immediate family or household, who requires care or support because they are experiencing violence from their family. 	<p>The Act represents ‘the floor’ of our conditions. This is the legal minimum all employers must provide.</p>

Help us win these rights at Deakin

The first and **most important thing you can do right now is VOTE YES in the upcoming Protected Action Ballot (PABO)**. Deakin management have not only rejected our claim for WFH rights but are likely to enforce a default ‘work from campus’ policy in the coming weeks. **We need the option to take industrial action and force management back to bargaining table on WFH and other issues. Our working conditions need to keep pace with other universities.**

It’s 2023. Working-from-home is part of the contemporary working world and enforceable rights to remote work are a low-cost improvement to our working lives, the lives of our students and the academic staff we support. WFH is a win-win for staff and management.