

CPSU UPDATE

USYD BARGAINING

APRIL 2017



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BARGAINING SUMMARY

2017 CPSU NSW Bargaining Report Number 2 – Meeting of 27 April 2017

SUMMARY

Parental leave – The NTEU talked to a range of desired outcomes, including increased primary care-giver and partner leave. The CPSU NSW offered to properly consider the NTEU's claims before presenting our own.

Flexible working hours arrangements – The CPSU NSW presented draft clauses (included at the end of this email) which the university offered to consider. The NTEU reserved their own claims and offered to caucus with us prior to the next meeting with the possibility of a combined approach.

DETAILED REPORT

Agenda items listed for the first bargaining meeting where substantive bargaining was expected to take place were as follows:

- Parental leave
- Casual employment issues
- Flexible working hours arrangements



DETAILS OF CPSU NSW BARGAINING REPORT

Prior to the meeting, two things occurred:

- 1) The university suggested moving casual issues back to the following bargaining meeting (May 4) as they are expected to take some time; and
- 2) The NTEU wished to discuss the university's intention to allow for academic pathways to promotion via teaching and administrative "service work" such as curriculum development, e-learning development etc. at the top of the meeting.

In the spirit of co-operation, the CPSU NSW agreed to both, while ensuring flexible working hours arrangements would remain an agenda item, as it had been listed as the final agenda matter.

Parental leave

Following this discussion, the NTEU put its claims regarding parental leave to the university.

These include 36 weeks' paid primary care-givers' leave with no qualifying period; removal of the requirement to

have two years of service between claiming paid parental leave; an increase in paid partner and unpaid partner leave from five to 20 days each; extending the ability to take leave from the 'personal leave pool' for the purposes of taking paid antenatal leave; and an extension of adoption provisions to cover permanent care order situations.

The university responded to these. It was sympathetic to some, not so for others. Further discussion is necessary.

The CPSU NSW is mindful the two unions need to co-operate as much as possible and we wish to avoid 'competing' with the NTEU claims unless we feel it is necessary. We therefore reserved our claims in order to properly examine the NTEU's claims and we will put forward our own claims at the Bargaining meeting scheduled for Thursday 4 May. This is a courtesy I am pleased to report the NTEU reciprocated to us regarding flexible working hours arrangements, which was the next item on the agenda.



Flexible working hours arrangements

By way of introduction, the CPSU NSW flagged the current 'approved local arrangements' flexi scheme clauses as inappropriate. Your union argued the Enterprise Agreement conferred certain rights on university staff that required months of negotiations and agreement of the majority of voting university staff before they were adopted. Yet the 'approved local arrangements' clauses effectively allow an individual manager to make such changes to these rights, via various mechanisms in the Agreement, without any sort of staff agreement. To the CPSU NSW this is just plain wrong.

In order to resolve this issue as quickly as possible, the CPSU NSW presented completed draft clauses regarding this and talked to the clauses as we presented them.

The university responded by suggesting that the clauses emphasised staff self-management of flexi accrual, and it was potentially problematic that management, under the CPSU NSW system, could only react to inappropriate staff self-management of flexible working hours. The university suggested

a preference for pre-planned flexi accumulation and leave patterns as much as is possible.

We responded that our members had told us that often their managers did not communicate with them closely enough, sometimes did not even closely know what our members did in their actual duties, and that any capacity managers had to pre-plan this sort of stuff would only increase their ability to remain distant from their staff.

We insisted that a system where the manager had to respond to anything they regarded as inappropriate self-management (for example, excessive flexi accumulation) would require managers to be more involved with their staff and help to close the distance between staff and management.

The university agreed to consider our draft clauses, and a university representative made some suggestions for alterations that we are happy to consider. The version appended below is the original version and the adjustments suggested by the university were minor and were suggested for the sake of clarification.

When we had finished, the NTEU



reserved their own claims and suggested that they would caucus with us prior to the next meeting with the possibility of presenting a combined approach.

Below are the clauses we put forward (noting that we are likely to make slight adjustments prior to progressing them) followed by the clauses in the current Agreement. The numbering included in brackets indicates the equivalent clause number (within Schedule 4) in the current Enterprise Agreement:

NEXT MEETING:

Date: Thursday 4 May 2017

Agenda:

- Continuation of discussions regarding Parental Leave and Flexible Working Hours Arrangements
- Casual issues
- Fixed-term employment

Proposed Flexible Working Hours Arrangements

1. (11) The purpose of the Flexible Working Hours Arrangements is to assist employees to balance their work and family responsibilities through the development of mutually beneficial working arrangements.
2. (11a) Staff must be in attendance during the core hours set for their work area. Core hours will be no more than six hours per ordinary working day. Core hours will be established and altered by management of a work area in consultation with staff of that work area.
3. (11b) Within their span of hours, staff members have flexibility in terms of their attendance outside of core hours and may work a maximum of 10 hours on any particular day.
4. (11c) All hours worked and absences must be recorded formally for



accrual/audit purposes; staff will not be permitted to work unrecorded hours;

5. (11d) Staff may work flexible hours outside their number and span of ordinary hours specified in clause x, x or x of this Schedule. If supervisors notice patterns of accumulation or excessive accumulation they will determine the reasons for this and may require the staff member to adjust their attendance patterns. Where this requirement is invoked, reasons for the requirement will be given to the staff member in writing.

6. (11e) Hours accumulated as flexible working hours will be paid at the staff member's ordinary rate of pay, and no shift, weekend or public holiday loadings will be paid for time worked under such flexible working arrangements

7. (11f) Time may be accrued only by working additional time; no time is accrued during leave or public holidays;

8. (11g) Staff wishing to take flexible time off during the core hours for their work area must obtain prior approval from their supervisor, however leeway will be granted for unforeseen circumstances;

9. (11h) Flexible working hours will normally be approved for day-workers only. However, flexible hours may be approved by a Supervisor for shift-workers subject to the operational needs of the work unit.

10. The Flexible Working Hours Arrangements will be administered in four week cycles. At the end of each formal four week cycle, unless they have successfully sought permission to accumulate further flexi hours, staff will have a flexi accumulation between -7 and +14 hours.

11. With the permission of their supervisor staff may accumulate up to 42 hours credit.



12. For every multiple of 7 hours of flexi time accrued, staff will be permitted to take flexi leave as a full day or two half days (their preference) either in the four week cycle those hours are accumulated, or, if they prefer, in the following four week cycle. Flexi time accumulated by staff will not be forfeited.

13. Where an Employee gives notice of transfer, resignation, redundancy or retirement they must, in consultation with their Supervisor, clear all flex-debit or credit hours. If the flex- credit hours cannot be cleared due to organisational needs, the hours will be paid out to the Employee at the ordinary rate. Any debit hours will be deducted from the Employee's accrued annual leave.

Proposed Local Arrangements

14 Approved local arrangements in force at the commencement of this Agreement will cease to function at its commencement.

15 The manager and staff of an organisational unit or workgroup may propose an alternative working arrangement to the arrangements set out in the Enterprise Agreement clauses x-xx. The proposal must be either:

(i) agreed to by each of the individual staff members concerned, except when:

(ii) agreed to by the majority of staff in the workgroup area where all staff in the area would be required to

enter into the arrangement to ensure business continuity and the viability of the alternative arrangement.

16 Where a proposal is advanced by staff but is not agreed to by the manager then the staff may submit the proposal directly to the University Ombudsman.

17 Any proposal is to be considered by the University Ombudsman, who will advise the Faculty or Divisional Head prior to any approval.

The Current Clauses:

Schedule 4 FLEXIBLE WORKING HOURS ARRANGEMENTS

11 Arrangements under this clause



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provide flexibility for the University and staff in relation to working hours. Staff may work flexible hours, subject to the following:

(a) staff must be in attendance during the core hours set for their work area from time to time;

(b) with the approval of their Supervisor, staff members have flexibility in terms of their attendance outside of core hours;

(c) all hours worked and absences must be recorded formally for accrual/audit purposes;

(d) staff may work flexible hours outside their number and span of ordinary hours specified in clause 3, 4 or 6 of this Schedule if agreed to by

their Supervisor. Such hours will be paid at the staff member's ordinary rate of pay, and no shift, weekend or public holiday loadings will be paid for time worked under such flexible working arrangements;

(e) time may be accrued only by working additional time; no time is accrued during leave or public holidays;

(f) staff wishing to take flexible time off during the core hours for their work area must obtain prior approval from their supervisor; and

(g) flexible working hours will normally be approved for day-workers only. However, flexible hours may be approved by a Supervisor for shift-

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workers subject to the operational needs of the work unit.

12 As far as practicable, the pattern of hours worked to accrue time and take flexible time off, will be agreed between each staff member and their Supervisor. Where agreement cannot be reached, the hours worked will be determined by the Supervisor provided that where a staff member has more than seven hours' accrued time and has not taken a full day's flexible time off at any time within the relevant four week cycle, they must be permitted to take accrued flexible hours off as a whole day.

13 Subject to agreement between a staff member and their Supervisor, flexible time off hours may be accumulated over a six month cycle as follows:

(a) 35 hour staff: up to 42 hours flexible time off ; or

(b) 38 hour staff: up to 46.5 hours flexible time off.

14 Accrued hours not taken within the six month accrual cycle will be forfeited except where a staff member has been unable to utilize them due to management decisions in which case they may be carried over to the next cycle.

15 A staff member who retires or resigns will be paid in lieu of up to six days' accrued time.

16 Approved local arrangements in place at the commencement of this Agreement will continue unless alternative arrangements are entered into. If a Supervisor wishes to alter an approved local arrangement, the Supervisor will discuss the matter with the affected staff with a view to reaching agreement. Where agreement cannot be reached, the proposed arrangement will be referred for review under clauses 366 and 367 of this Agreement.

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All members of the CPSU in NSW are also members of the Public Service Association. The PSA is the Associated body that manages and resources the CPSU in NSW.