



EB 7
Log of Claims
Australian Catholic
University
CPSU Branch

The Australian Catholic University Branch of the CPSU (Community and Public Sector Union) serves the following claims on the Australian Catholic University for a collective Agreement for Professional Staff.

We seek to replace *The Australian Catholic University Staff Enterprise Agreement 2010 - 2013*. The Agreement will be known as *The Australian Catholic University Staff Enterprise Agreement 2013* - ('the Agreement') and should cover all Professional Staff employed by the University.

We seek to rename the general staff 'professional staff' and through the renegotiation of this Agreement to obtain rewards and recognition commensurate with their professional status.

The term of the Agreement and the quantum of salary increases claimed will be determined by the CPSU's members in response to, and in the context of, negotiations.

To protect our terms and conditions, we seek the following:

1. To maintain existing conditions, as they apply to Professional Staff, as set out in the *The Australian Catholic University Staff Enterprise Agreement 2010 – 2013*, except where conditions are enhanced as a result of negotiations.
2. That the rights and entitlements of Professional Staff are comprehensively expressed in the Agreement. Where policies and guidelines affect employees they are only to be made or varied after consultation with, and by agreement with the CPSU.
3. That all terms and conditions of employment contained in the Agreement will be prescribed in plain English. The parties will make a genuine effort to remove ambiguity from existing clauses and ensure that new clauses avoid ambiguity. The Agreement will be written in a manner that ensures explicit entitlement, and not in aspirational language.
4. That the University commits to continuing employment as the standard form of employment that is to be utilised wherever possible, through application of merit selection processes, and to recognize that this form of employment provides the greatest security and wellbeing for Professional Staff and their families.
5. That service as a casual will count towards service after gaining permanent ongoing work, or in the event of redundancy.

6. That casual service will result in the accumulation of long service leave.
7. That the University will report to Union representatives through the ACU Staff Consultative Committee on the use of employment categories, ie casual, part-time, fixed-term and funding contingent employees. The Committee may request the University review positions to determine if a position can be ongoing.
8. That the University will make specific provision for the protection of injured employees' entitlements where they are threatened or diminished as a result of the operation of recent changes to the statutory workers' compensation scheme, through make-up pay, or other appropriate measures.

To reward Professional Staff appropriately we seek the following:

9. Guaranteed fully funded annual pay increases over the life of the Agreement at a rate and frequency to be determined by CPSU members during negotiations, calculated from the nominal expiry date of the current Agreement. Professional Staff are to be reimbursed for any delays. Each pay increase will compound onto the previous salary.
10. That Professional Staff covered by the Agreement will receive a sign-on payment.
11. That the University will absorb all administrative costs associated with the provision of employee salary sacrifice arrangements.
12. The University establish work based child care on each campus for staff working at the University.
13. That the University explore the provision of salary deductions for non-work based childcare.

To enhance the dignity, respect, safety, job security and career progression of Professional Staff, we seek the following:

14. That the Agreement will prohibit forced retrenchment of Professional Staff, and will provide measures to ensure that overall Professional Staff numbers are not reduced over the life of the Agreement.
15. That the Agreement will provide for the transfer or placement of Professional Staff by mutual agreement only.

Workplace Health and Safety

16. That the Agreement will explicitly provide that there will be zero tolerance of all forms of discrimination, bullying and harassment; will provide a specific framework for dealing with allegations of discrimination, bullying and harassment, and will contain specific measures to prevent repetition by individuals, and within work units.

To ensure that the work environment enhances professional recognition, reward and support, we seek the following:

17. That all Professional Staff will be classified consistent with the duties they perform and in accordance with the classification descriptors that will remain in the Agreement.
18. That the Agreement will broadband classifications with competency bars consistent with DWM Descriptors for General Staff.
 - a. Provide for the broad banding of all positions at HEW Levels according to the approved classification methodology. The CPSU proposes broadbanding can commence with HEW 4/5.
 - b. Allow automatic incremental advancement to step 2 for reclassifications and promotions.
 - c. Allow accelerated Incremental Progression.
19. Receive increases in super in line with changes to super guarantee legislation.

Performance Planning & Development

20. That the Agreement will include measures to ensure the objectivity of Professional Staff assessment by their reviewers during the process, and will include avenues for effective appeal against assessments reviewed staff believe to be inaccurate.
21. That the Agreement will include a mandatory career development component tied to resources which are funded centrally.
22. That the Agreement will ensure that all Professional staff have a current and up to date duty statement prior to engagement in the process.
23. That all procedures relating to staff performance and conduct are designed and undertaken according to the principles of natural justice.

To ensure that Professional Staff have the opportunity to balance work and life, we seek the following:

Workload

24. That the University will ensure that workloads of Professional Staff are safe, realistic and achievable. Steps will be taken to ensure that workload issues do not negatively impact on a staff members ability to access regular leave, flexibility and training and career development opportunities.
25. That the Agreement will provide for arrangements to monitor and ensure reasonable and manageable workloads, including an independent appeal process to challenge unreasonable workloads.
26. That all change management proposals must include an assessment of the workload implications for Professional Staff, and measures to mitigate any anticipated increase in workload.
27. That the Agreement will ensure that employees may refuse to work overtime.

Leave Provisions

28. That the Agreement will provide clearer and more transparent leave provisions.
29. That the Agreement will ensure that the current flexible working hours scheme will be maintained and improved allowing for:
 - a. Greater access for all Professional staff;
 - b. Staff to accumulate hours where leave applications are rejected;
 - c. Accumulation of flexi-time without approval; and
 - d. Flex time is accumulated is paid out when a staff member leaves employment.
30. That the Agreement will:
 - a. Provide for the accrual of additional annual leave for overtime worked; and
 - b. Ensure that no forfeiture of annual leave occurs where leave requests have been refused.

31. That the Agreement will provide for paid grandparent leave and other forms of leave that will facilitate the retention of mature age workers.
32. Increased career's leave will be granted on each occasion of a death or development of serious illness of a Professional Staff members' immediate family or relative or household.
33. That Professional Staff members suffering domestic violence involving situations of significant and ongoing abuse in their personal life, will have access to 20 days per year of paid special leave for medical appointments, legal proceedings, re-housing activities and other activities related to domestic violence.
34. Defense Force leave.
35. Living Organ Donors leave.

Other

36. Improve current clauses on consultation and change management. Involve union early in the initial change and proposed implementation process.
37. This Agreement will contain practical measures which reflect the commitment of the employer, employees and the CPSU to generate productivity through a sustainable environment and meet the challenges of global warming, including:
 - a. Consultative mechanisms to allow for consideration of the ways to reduce the carbon footprint and increase energy and resource efficiency of the employer;
 - b. Provision of appropriate facilities for employees to encourage walking, car pooling, cycling to and from work, and the use of public transport, including the ability to salary sacrifice yearly and other periodical tickets for public transport with the University covering the administrative costs; and
 - c. Voluntary flexible working arrangements that could reduce the number of attendance days at the University without loss of pay or other entitlements.
38. The CPSU reserves the right to raise other matters throughout negotiations that are to the benefit of Professional Staff.