



## The University of Newcastle Branch of the CPSU

serves the following claims on the University of Newcastle in respect of a new union collective agreement for Professional Staff to replace the University of Newcastle General Staff Enterprise Agreement 2010.

We welcome the University's decision to change the nomenclature from General Staff to Professional Staff and we seek to implement measures in this Agreement to better reflect our professional status.

In recognition of this objective, we agree to the change of name and we seek to maintain a separate collective Agreement to cover all Professional Staff employed by the University of Newcastle and its wholly or majority owned and controlled entities.

To acknowledge our contribution to the success of the University, our claims include provisions necessary to **Recognise, Respect and Reward** Professional Staff.

The term of the Agreement and the quantum and frequency of salary increases claimed will be determined by CPSU members in response to and in the context of negotiations as they progress.

### To protect our terms, conditions and job security, we seek:

#### Current conditions and entitlements

1. To maintain all existing conditions and entitlements for Professional Staff except where they are enhanced as a result of negotiations.
2. That the rights and entitlements of Professional Staff are comprehensively expressed in the Agreement.

#### Policies and Guidelines

3. A commitment that policies and guidelines that affect the working conditions of Professional Staff will only be made or varied after consultation and agreement with the CPSU.

#### Secure employment

4. An Agreement that incorporates agreed and improved procedures for
  - recruitment,
  - selection,
  - appointment,
  - probation,
  - confirmation,
  - retention,
  - transfer,
  - secondment,
  - resignation and
  - termination.

5. An undertaking that as a staff development initiative Professional Staff vacancies will be advertised internally in the first instance, within the context of an equitable and fair approach to recruitment using internal and external procedures.
6. A commitment that continuing employment will be the standard form of employment for Professional Staff.
7. Improved job security for all fixed-term and casual employees, and including an enhanced process to convert fixed-term employees to continuing employment.
8. A commitment that the University will secure continuing employment for staff in research centres where there is a history and expectation of continued funding.
9. Limits on the use of volunteers and casuals where a secure job could be created.
10. Institution of staff establishment, rather than profile, for Professional Staff.

### **Primary place of work**

11. Retention and strengthening of work-related travel provisions to guarantee that all Professional Staff will have a designated Primary Place of Work, and that time travelled for work away from the primary place will be treated as worked time for all purposes.

### **Technical staff review**

12. A commitment that during the life of the Agreement the University will undertake a thorough and independent review of the contribution of technical staff to its operations, in terms of roles and responsibilities, classifications, staffing levels and workloads; with a further commitment to implement outcomes from the review, as agreed in the Consultative Committee.

### **Structural inequities**

13. A commitment to implement measures to address structural inequities in pay and classification.

## **To make sure we are listened to, we seek:**

### **Union rights**

14. An Agreement that explicitly recognises the right of Professional Staff to join the CPSU, participate in union activities and be represented by the union.
15. An Agreement that explicitly recognises the right of the CPSU to represent the industrial interests of Professional Staff and provides for direct CPSU involvement in all relevant processes under the Agreement.
16. An Agreement that recognises the role of designated CPSU workplace delegates and representatives and provides us with the capacity to undertake this role. The University will assist us to maintain an on-campus office and resources for effective representation. This will include a right for delegates and representatives to access time release to attend to CPSU union duties and for members of the CPSU to access paid trade union training leave.
17. Access for CPSU delegates to staff induction sessions, and the capacity to provide new staff with CPSU information kits. The induction process to be mandatory for all Professional Staff, with regular, formal, face to face meetings with senior staff, followed by a 6 week settling period with on-line support. The University will resume the practice of formally welcoming (and farewelling) all staff on

the HR web page.

18. Trade Union activities regarded as Special Leave to include attendance by delegates at meetings called by CPSU Federal and State Executives, and Regional and District Trades and Labour Councils.

### **Consultation**

19. A commitment that all industrial matters affecting Professional Staff working conditions and entitlements will be communicated in a timely fashion to all relevant bodies of University governance.
20. A Consultative Committee of University and Union representatives to be established to consult and agree on the implementation of the Agreement.
21. The Consultative Committee minutes to be circulated promptly to all Professional Staff.

### **Organisational Change, and Redundancy**

22. An Agreement containing comprehensive arrangements to guarantee meaningful consultation with staff and the CPSU over management of organisational change and a commitment that all change proposals will be communicated to all staff for comment, not merely to identified stakeholders.
23. A commitment that forced redundancies can only be used as a last resort following consideration of all measures to avert or mitigate them, and that forced redundancies are not achievable whilst labour hire staff are employed in positions that would otherwise be covered by the Agreement.
24. An increase in the redundancy payments to 26 weeks plus 4 weeks for every year of service without a cap.
25. An Agreement that subjects any consideration for the outsourcing of work of Professional Staff to an agreed process. CPSU members will be given an opportunity to assess any evidence that is held to support the case for outsourcing and to present the University with alternatives to outsourcing. Outsourcing will not be justified primarily on the basis that an outside provider has lower rates of pay than the University.

### **Appeal**

26. An Agreement that provides appropriate avenues of appeal, including a review of the effectiveness of the Inquiry Officer process, and the breadth of matters able to be referred to appeal. Consideration of the interaction of the University's Complaints Procedure with inquiry and appeal processes in the Agreement.

## **To reward us appropriately , we seek:**

### **Pay increases**

27. Guaranteed fully funded pay increases over the life of the Agreement calculated from the nominal expiry date of the current Agreement. Each pay increase will compound onto the previous salary.

### **Superannuation**

28. An increase in the employer superannuation contributions to 15% for fixed term and casual staff and 22% for ongoing staff.

## **Allowances**

29. All allowances to be increased from the beginning of the Agreement consistent with the total agreed % salary increases over the term of the Agreement, where not otherwise adjusted.
30. Higher Duties Allowance to include the consideration of the allowance as salary for all purposes including for the purpose of attracting superannuation. Further, where the higher duties are to continue beyond 12 months, an obligation to review the arrangement to establish:
  - i whether the higher level duties should continue to be paid by allowance, or as a substantive role;
  - ii the extent to which staff have equitable access to the higher duties as a development opportunity;
  - iii appropriate recruitment where the position is to continue as a substantive role.
31. An allowance for Evacuation Wardens commensurate with the First Aid allowance.
32. The combined total paid for Electrician's Licence and High Voltage allowances to be increased to \$120 per week.

## **To enhance our dignity, respect, safety and career progression, we seek:**

### **Recognition**

33. Tangible and public recognition of the value of Professional Staff work to the success of the University, including service awards, media profiling, strategies for retention and support for career development.

### **Job evaluation and classification**

34. The regular review and comparison of all Professional Staff positions for accuracy and consistency in job evaluation, guaranteeing equity across the institution, and ensuring that all positions have an updated Position Description graded with appropriate relative to all other classifications.
35. Improvements to the job evaluation and classification process that will include the CPSU in the process, require mutual agreement in constitution of review panels, and provide for individuals and classes of employees to initiate requests for reclassification. Processes must be fully documented, timely and transparent, with continual feedback to the applicant(s).

### **Career development**

36. Attention to career aspirations and progression for Professional Staff through improved Career Development provisions within Performance Development Framework, including:
  - i A commitment that Performance Development Framework will only be used formatively and not punitively,
  - ii Supervisor training in job evaluation and classification to provide a basis for discussion on these issues in the Performance Development Framework,
  - iii Professional development leave to enable Professional Staff to engage in professional development activities outside the University in order to enhance and develop their knowledge, skills and abilities, including "Career Break" leave, conference attendance and funded study visits interstate and overseas,
  - iv Centrally-funded budget for staff development in order to remove local objections on relevance to job, ensure equitable allocation of development opportunities within the broad range of occupations available at the University, and promote multi-skilling and mobility,
  - v Alternatively, a standard nominal allocation of \$2000 per annum per Professional Staff member, non-accumulative,

- vi An undertaking that the Higher Duties Allowance and the processes of Transfer and Secondment will be used appropriately and equitably to facilitate Professional Staff career development.
- vii Comprehensive on-the-job training for all Professional Staff, with mentoring, training and retraining treated as a normal part of working life; more in-sourced professional training using the educational resources of the institution and its partners,
- viii Access for Professional Staff to complete a course of study at the University of Newcastle at a discounted rate,
- ix In order to enhance appreciation of the student experience, fee-free access for Professional Staff to a subject of their choice, with back-filled time off to attend lectures and perform associated tasks,
- x Updated and improved HECS reimbursement scheme.

### **Progression**

- 37. Enhanced progression that accelerates incrementation within a HEW level and acknowledges a career path band by allowing broadbanding through appropriate measures, for example, softer competency barriers between HEW levels.

### **Retention**

- 38. To retain local students a scholarship scheme for children of Professional Staff for study at University of Newcastle.
- 39. A discount on fees for children of Professional Staff who study at University of Newcastle.
- 40. Measures to value the enhanced skills and corporate knowledge of long-term employees.
- 41. Measures to retain mature-age workers in productive work.

### **Health, Safety and the Environment**

- 42. Initiatives to promote the health and welfare of employees through an education program to familiarise staff with the provisions of the WHS Act and Regulations.
- 43. Involvement of CPSU/PSA education officers in presenting University seminars for Professional Staff on WHS issues. The CPSU/PSA is a WorkCover-accredited provider of such training.
- 44. Physical and psychological amenity in facilities and work environment, in accordance with the Safe Work Australia Code of Practice.
- 45. Proactive measures to ensure the elimination of all forms of discrimination, bullying and harassment. Specific measures to prevent repetition of offensive behaviour by individuals and/or within work units. A programme of conflict resolution training for all staff.
- 46. Initiatives to foster the sustainability of the environment through reduction of the carbon footprint of the University and mechanisms to increase energy and resource efficiency. These will include encouragement and appropriate support for telecommuting, walking, carpooling, cycling and use of public transport.
- 47. Adequate levels of security staffing at all campuses at all times.
- 48. Greater recognition of the importance of WHS, Emergency Management, SES & other volunteers by introducing allowances & other benefits for these roles.

## **Work performance and Discipline**

49. Improvements to the management of unsatisfactory performance and misconduct, including measures to ensure the objectivity of staff assessment by their reviewers, guarantees of integrity and confidentiality for any feedback given, an absolute right to have a support person in any interview, representation and/or advocacy where requested, and an effective avenue for appeal.

## **To allow us to balance work and life we seek:**

### **Working hours and flexible arrangements**

50. A commitment to reasonable working hours for Professional Staff with no increase to the ordinary hours of work, and that Professional Staff are to be paid or otherwise recompensed for all work in accordance with the Agreement and at the appropriate rates.
51. A commitment that working hours and working arrangements will take account of the need to balance personal and work commitments. This will include access to part-time work, job sharing, purchased leave, work from home and reduced hours for employees with caring responsibilities for children/ parents/ other dependents.
52. Flexible work provisions in the Agreement that guarantee a genuine choice between RDOs and Flextime (or other arrangements), and ensure equitable access to the taking of flex leave. The CPSU seeks to reaffirm the elements of flexibility and concession that were essential to the original concept.
53. Reinstatement of the concepts of “core hours” and “bandwidth” in the Flextime scheme, and clarification of the interface with Standard Hours of Work and Overtime/TOIL.

### **Workload**

54. A commitment that in providing a safe and healthy work environment the University will ensure that workloads of Professional Staff are safe, realistic and achievable, and a commitment to maintain staffing levels at or above the requirement for safe workloads.
55. A regular assessment of Professional Staff work organisation, work load and work flow, to inform the monitoring of workload allocation and ensure reasonable and manageable workloads. This will include consideration of ability to access accrued leave, including flex leave and a review of the staffing profile where high load is experienced.
56. The introduction of a Professional Staff Workload Appeals process capable of the implementation of genuine and effective change.
57. A commitment that all change management proposals must include an assessment of the workload implications for Professional Staff.
58. An acknowledgement that maintaining service provision requires increasing staffing levels in line with growth in client (student) numbers.

### **Leave**

59. An increase in annual leave loading to 25% and an increase in the annual leave entitlement to five weeks per year to reflect the University’s Christmas shutdown.

60. Qualitative and quantitative improvements to parental leave, including an increase to paid partner (non-primary care giver) leave to four weeks.
61. A commitment that positions of Professional Staff on all forms of leave exceeding one week are backfilled fully and at level to ensure that work continues and does not accumulate for their return.
62. Improvements to Long Service Leave, including access to Long Service Leave after five years of service.
63. Limitations on the ability of the University to direct Professional Staff to take leave. No direction to take Long Service Leave.
64. Limitations on the discretion of University managers to deny leave applications.
65. Complete transparency in the recording and reporting of leave balances and ability for staff to access and check their balances on-line.
66. Ability to access the accrued sick leave bank for all personal leave purposes, after the yearly allocation of personal leave has been exhausted.
67. Improvements to personal leave to provide for voluntary creation of communal leave banks, by donation from unused individual sick leave accruals, for use by workgroup members with serious ongoing illness.
68. A minimum of two weeks paid grandparent leave, as a corollary to parental leave, and other incentives including other forms of leave, that will facilitate the retention of mature age workers.
69. Domestic Violence provisions, including
  - i 20 days per year paid special leave
  - ii where requested by the employee, temporary or permanent changes to working time and patterns, specific duties, or redeployment or relocation
  - iii measures to ensure the safety of the work environment, for example changing a telephone number to avoid harassing calls
  - iv protection from adverse treatment at work, for example being disciplined for performance problems or denied opportunities for advancement
  - v allowance of leave to staff members providing support to their colleagues who are experiencing domestic violence or other forms of harassment.
70. An increase to the compassionate leave entitlement allowing for three days leave for each occasion when a member of the employee's family
  - i contracts or develops a personal illness that poses a serious threat to his or her life, or
  - ii sustains a personal injury that poses a serious threat to his or her life, or
  - iii dies.
71. Improvements to Defence Force Leave in line with current reserve requirements, with additional leave contingent on qualification for Employer Support payments.

## Other

72. The CPSU reserves the right to raise throughout negotiations other matters that are to the benefit of Professional Staff, and to withdraw or amend a claim.