



COMMUNITY & PUBLIC SECTOR UNION ♦ SPSF GROUP NSW BRANCH

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12 February 2013

DM:fs A11/0454/D1

IN REPLY  
PLEASE QUOTE  
FILE NUMBER:

Professor Caroline McMillen  
Vice Chancellor & President  
University of Newcastle  
Callaghan NSW 2308

Email: [Caroline.McMillen@newcastle.edu.au](mailto:Caroline.McMillen@newcastle.edu.au)

Dear Vice Chancellor

**Re: Enterprise Bargaining**

As you would be aware, The University of Newcastle General Staff Enterprise Agreement requires the parties to the Agreement to commence negotiations for a replacement Agreement no later than three (3) months before its expiry. This will occur on 30 June 2013.

We seek to confirm a mutually convenient date and time to begin this process compliant with this requirement, which we trust will result in a mutually agreed protocol for the conduct of negotiations.

A draft protocol is attached for your consideration.

You will note that the draft addresses matters of release time and other resources to facilitate bargaining, as well as those relating to the timing and conduct of bargaining.

The CPSU will forward its Log of Claims separately in due course.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Dorothy Molyneux'.

**Dorothy Molyneux**  
Industrial Officer

Attach.

Cc: Ms Tina Crawford, Associate Director Health and Safety  
[Tina.Crawford@newcastle.edu.au](mailto:Tina.Crawford@newcastle.edu.au)

Mr Paul Munro, Associate Director Employee Relations  
[Paul.Munro@newcastle.edu.au](mailto:Paul.Munro@newcastle.edu.au)

## **Draft Enterprise Bargaining Protocol – UNIVERSITY OF NEWCASTLE – 2013**

### **Behaviour and Conduct**

1. Parties will make every effort to ensure that Enterprise Bargaining discussions are conducted in an effective and efficient manner.
2. A party may request another party's position to be confirmed in writing.

### **Logistics**

3. Enterprise bargaining will commence on *[insert agreed date]* 2013 and after that date bargaining meetings will take place on a *[insert agreed day]* every fortnight. A schedule of meetings will be developed at the first meeting.
4. Meetings will take place at *[parties to discuss venue(s)]*
5. Each bargaining meeting will commence no earlier than *[insert agreed time]* and finish no later than *[insert agreed time]*, with the start and finishing times to be agreed between the parties. However each bargaining meeting will go for no more than 4 ½ hours.
6. A negotiation issues log, including agreed action items and outstanding matters, will be maintained by the University and disseminated to the parties after each meeting via the distribution list below within 48 hours.
7. Prior to the conclusion of each meeting, the parties will agree on agenda items for the following meeting. The University will provide an agenda at least 48 hours prior to the meeting.

### **Resourcing of bargaining**

8. The University will maintain a master draft agreement, has responsibility for version control, and will track changes.
9. Parties will use their best endeavours to provide responses to proposed draft clauses prior to the next negotiation meeting or within seven days of receipt of proposed wording, whichever is earlier.
10. The University will cover the travel and accommodation expenses of CPSU bargaining representatives (who are employees of the University) when they attend bargaining meetings.
11. Compensatory funding will be made available to a CPSU bargaining representative's work unit for time spent on bargaining activities. This compensatory funding is to come from a central account administered by the University. Where necessary CPSU bargaining representatives will be entitled to be replaced, or be paid overtime, to make up for time spent in bargaining activities.
12. A memorandum will be sent to the relevant supervisor of each CPSU bargaining representative to advise them of these arrangements to enable their release from work.

13. The CPSU bargaining team will consist of three University staff members supported by the appropriate CPSU industrial staff.

#### **Time release and bargaining representative rights**

14. The University will reasonably resource the effective and informed participation of CPSU bargaining representatives and members in enterprise bargaining.
15. The CPSU will caucus for one hour before each bargaining meeting and debrief for half an hour at the end of each bargaining meeting. Both will be included as bargaining time.
16. No CPSU bargaining representative will be disadvantaged or discriminated against as a result of their participation in enterprise bargaining.
17. CPSU bargaining representatives (who are employees of the University) will be released from work without loss of pay to participate in all bargaining activities.
18. The University will provide CPSU bargaining representatives (who are employees of the University) with three hours bargaining preparation time for each hour of face-to-face bargaining. This can be accrued to accrue a maximum of 10 hours per fortnight, and each CPSU bargaining representative is entitled to be released for this time. Hours accrued as bargaining preparation time may be banked and do not have to be taken during the fortnight they are accrued.
19. The University will consider requests to increase the preparation time available to bargaining representatives, provided that clear information is to be provided to justify why additional time is needed so that the University can consider any such request.
20. CPSU delegates will be provided with access to University workplaces for purposes of communication with all staff about bargaining matters.
21. The parties agree that the University will facilitate reasonable access to the staff email system for CPSU delegates and members for the purposes of communication with all staff about bargaining matters. CPSU delegates and members will be responsible for ensuring that such communication does not conflict with the University's Code of Conduct and is not defamatory.

#### **Staff meetings**

22. In addition to meetings in their lunch break, staff at each University campus, will be able to attend up to six meetings in paid work time for this bargaining period. With the mutual agreement of the parties, additional paid work time meetings may be agreed to during work time.

#### **Provision of information**

23. Should a party require information from another party before, during or post a bargaining meeting, the parties may require that such a request be made in writing.

24. Each party, using its best endeavours, will attempt to provide a response prior to the next bargaining meeting or within seven days, whichever is the earlier. An extension of time may be requested and such request will not be unreasonably refused.

**Contacts**

25. At the first meeting the parties will establish contact details for the key contact of each of the parties, for communication between the parties during the negotiations.