

COMMUNITY AND PUBLIC SECTOR UNION

STATE PUBLIC SERVICES FEDERATION (SPSF) GROUP - NEW SOUTH WALES STATE BRANCH

UNIVERSITY OF NEWCASTLE

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EB BULLETIN # 14

4 February 2014

ENTERPRISE BARGAINING DATES FOR 2014 – January to March

Day/Date	Time	Room
Wednesday 29 January 2013	2:00 pm – 5:00 pm	Canberra meeting room
Thursday 30 January	2:00 pm – 5:00 pm	EF122
Tuesday 11 February	2:00 pm – 5:00 pm	EF122
Wednesday 12 February	2:00 pm – 5:00 pm	EF122
Tuesday 25 February	9:00 am – 12:00 pm	EF122
Wednesday March 12	2:00 pm – 5:00 pm	EF122
Thursday March 13	2:00 pm – 5:00 pm	EF122
Wednesday 26 March	2:00 pm – 5:00 pm	EF122
Thursday 27 March	2:00 pm – 5:00 pm	EF122

All parties have expressed a serious desire that the negotiation should conclude by end of March. The schedule above sets out a series of nine meetings to that end. This bulletin covers the bargaining sessions of 29 and 30 January 2014.

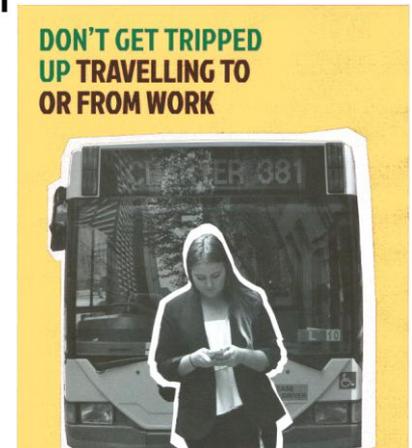
The University proposed an agenda to cover issues which previous discussion had flagged as contentious:

- Performance Review and Development
- Organisational Change
- Unsatisfactory Performance
- Staff Development
- Categories of Employment

Performance Review and Development

Having during 2013 tabled a very different clause, the University now tabled a clause which more closely follows the clause in the current (2010) Agreement. Our concern all along had been that the current clause did not need fixing, but the process has not been applied as originally conceived. The University proposes to roll the existing Performance Concerns clause into PRD and we want assurances that any “concerns” can be resolved at the lowest level and not slip over automatically into “Lifting Performance” or “Unsatisfactory Performance”. PSA/CPSU asked the University to clarify how those procedures are to be initiated and to ensure the party affected has early notification and opportunity to seek assistance before responding.

The University responded that Lifting Performance will be a separate process, and that related documentation is being developed on Performance Expectations, the drafting for Academics to be completed by end of February and for Professional Staff by about August. These documents will be brought to the Consultative Committee(s) for discussion. PSA/CPSU noted that the Performance Expectations documents will post-date the (anticipated) finalising of the Agreement and although there have always been “performance expectations”, what the University is proposing is more prescriptive and codified. We asked that more information be provided for a subsequent meeting, and once again stressed the importance of a “Performance Concerns” process with the ability to resolve an issue without escalation.



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Concerns were raised about the tension between the expectation that the PRD discussion will remain confidential, and the University's intention to aggregate information from the process to assist in the planning of broader training and development programs. A question arises about who has access to the Performance and Development Plan for any individual staff member, and for what purposes. The meaning of "mentor" was investigated. At least two interpretations are involved: generally "a trusted and experienced guide", and specifically for the PRD process "a person delegated by the PRD supervisor". The University acknowledged the need for precise language when referring to a "mentor" or a "PRD Mentor".

NTEU had an extensive discussion about the University's reliance on student feedback in PRD. This closely affects Academics and Teachers, more than Professional Staff.

PSA/CPSU noted that the clause for Professional Staff should give greater prominence to the responsibility of the PRD supervisor to include the Position Description and Classification in regular discussion, and if necessary to initiate action to update the PD and review the Classification.

The University will review its draft for further discussion at a subsequent meeting.

Unsatisfactory Performance

The University's proposed clause resembles the current clause, with the deletion of the Committee of Inquiry and substitution of an Inquiry Officer. NTEU was vocal in opposition to the deletion of the Committee and PSA/CPSU was opposed to the substitution of an Inquiry Officer. We insisted that the important elements for us, in any investigation that is intended to establish the facts of a case, are independence and general procedural fairness.

The University defended its clause as rational, expedient and streamlined. PSA/CPSU indicated we would welcome a readiness on the University's part to investigate other arrangements that would meet our expectations. It is left open to the University to respond to this suggestion.

Organisational Change

The clause tabled by the University for this meeting reinstates the role of the Consultative Committee(s) to comment on the process and issues and make recommendations. This had been omitted from a previous draft and its return was welcomed. PSA/CPSU requested that the triggers for a Change Proposal should include outsourcing. We expressed strong concern that the job security of existing employees should be protected. We also questioned the breadth of the University's statement that it would not be required to disclose confidential or commercially sensitive information. We affirmed the need to ensure that all relevant information is made available to the parties in consultation. Given that the University is accountable for its use of public funds there are limits on what it might be able to decide not to disclose, and the statement needs to be reviewed.

PSA/CPSU rejected the outright assertion by the University that change affecting only one person would not invoke the entire consultation process. We said there are always undisclosed issues of workload transfer that will require consultation within an affected cohort. Additionally, we are concerned that wider organisational change might be undertaken incrementally, one position at a time, without due process, and we would want very strong safeguards against this. The University said in reply that it has concerns for the privacy of individuals and wishes to find the right balance. We directed the University's attention back to the draft we had tabled on 10 September 2013. The University agreed to review it.

Staff Development

The University's clause was for Academics, proposing a process by which they could transition to PhD's. Questioned about this, the University said it proposes to retain the current clause for Professional Staff. PSA/CPSU objected that our draft, first tabled in September 2013 and issued revised in November, covers a range of issues not currently dealt with in the existing brief clause – that this is an area where we are proposing clarification and substantial intensification of the existing arrangements, very important to our members. The University submitted that budget constraints preclude some of the PSA/CPSU initiatives, such as allocation of a central fund, but that it does intend to track more closely how training and development funds are applied and to set up processes to address issues of equitable access.

PSA/CPSU stressed the alignment between development, performance and job security. Equity is the underlying concept, not a focus on individuals or organisational units. Progression and career aspiration are not currently supported by structured programs such as exist for Academics. The link to the PRD process needs to be made clear within the Staff Development clause and accountabilities clearly expressed.

The University will review its clause.

Categories of Employment

The University is seeking to broaden the range of circumstances that will permit employment on Fixed Term contract, including a catch-all "Other Circumstances". The University also has a difficulty with parts of the text implying the certainty or otherwise of funding received from the Federal Government through various schemes and grants: that is an out-dated concept and all funding is now in fact contingent in some way.

PSA/CPSU responded that the provisions of this clause, that were debated across the sector nationally for two decades before arriving at the current terms, are essential guarantees for the correct categorisation of work, security of employment and all the attendant rights and entitlements. The contingencies of funding arrangements should not be presented as reasons to erode those rights and entitlements.

PSA/CPSU rejects changes proposed by the University to the grounds for refusing conversion from insecure to more secure employment. The University insists that conversion is its prerogative and should not be allowed to distort staffing profiles and budgets.

The University concentrated in 2012-13 on a review of casual Academic employment, and the requirement in the 2010 Agreement to similarly review casual Professional Staff employment has not been met. The University now seeks to refer that undertaking to this new Agreement. PSA/CPSU indicated that there would need to be specific timeframes and commitments to consultation and provision of information. We will suggest some appropriate wording for this.

We also noted that casual staff should be provided equitable access to training and development opportunities, in line with earlier discussion on this subject, and that the University's proposed section on Apprentices is misplaced and devoid of detail.

The University undertook to consider written submissions from the Unions.

NEXT BARGAINING SESSION:

Tuesday 11 February 2:00 pm – 5:00 pm EF122

GENERAL MEETING OF MEMBERS:

Thursday 20 February 12.30 pm – 1.30 pm Fine Art Lecture Theatre AT G25

Please note this in your diary now. It's the week BEFORE "O"week so you should be able to come. By that time we hope to be in a position to discuss the size and shape of a pay claim, of interest to all.

Read all our previous bulletins here: <http://psa.asn.au/university-of-newcastle/>

If you need more on any of these issues, or have some information or a point of view to communicate, please send an email to:

Sue.Freeman@newcastle.edu.au and/or rhunter@psa.asn.au.

Ring Sue Freeman on (492)15929 or Ron Hunter on 92483370.

Yours in Union

Sue Freeman

PSA/CPSU Branch President
and EB Lead Negotiator



If you are aware of work colleagues who have not yet joined the PSA/CPSU please tell them about the work we are doing on behalf of Professional Staff, share this bulletin with them, and urge them to join the Union and strengthen our voice at the negotiation. Join here: <http://psa.asn.au>