

COMMUNITY AND PUBLIC SECTOR UNION

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

UNIVERSITY OF NEWCASTLE

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THE
**PROFESSIONAL
STAFF UNION**

26 September 2013

EB BULLETIN # 9

This bulletin covers professional staff issues from the bargaining session on 26 September 2013. Greg Kerr (Employee Relations) was in the chair, and the University's team was led by Professor John Germov. The meeting allocated discussion in the first hour to Employment Arrangements (Part H), and in the second hour to Defence Reserves Leave (Part J addition) and Superannuation (Part G).

Employment Arrangements

The issues around Categories of Employment that occupied so much of the previous meeting were put aside while the parties continue to resolve their positions. A number of associated clauses affecting various staff groups were tabled by the University. Some were agreed, others were "parked" for further discussion.

Academics: *Position Classification Standards for Academics* **AGREED**

Teachers: *Hours of Work* **PARKED**
Duties and Contact Hours **PARKED**
Meal Breaks **AGREED**
Class Sizes **PARKED**
Qualifications and Recognition of Service **PARKED**

Professional Staff:

Hours of Work **PARKED**

The clause is currently §48 in the General Staff Agreement, setting out 7 Staff Categories with Ordinary Hours and Span of Hours. Security Staff (Category 5) moved to 12 hour shifts in November 2010 and the clause will need alteration to reflect this. We have drafted a clause to address the change and will table it after further discussion with Security Staff.



Any members with other concerns about §48 should flag them to the CPSU team ASAP.

Tea and Meal Breaks **PARKED**

The clause is currently §49 in the General Staff Agreement. It is basically acceptable, but the alteration to Security shifts will require a change in §49.4, to accommodate crib breaks.

Absence from Duty **PARKED**

CPSU noted that this clause occurs only in the General Staff Agreement (§50) and since it does not apply to Teachers or Academics it is discriminatory. Uni claims it is necessary as a mechanism to dock pay, but CPSU holds that absences can be covered by other types of leave, including LWOP. CPSU and NTEU both request it be deleted from the Agreement.

Rostered Staff – Work Rosters **PARKED**

Clause §51 in the current Agreement. The University wishes to introduce wording consistent with the new Fair Work provisions, which is acceptable to CPSU, but we need to consider the effect of the operation of 12 hour shifts on the clause, as worked by Security Staff.

Shift Penalties **PARKED**

Clause §52 in the current Agreement. The clause needs revision in consideration of the 12 hour shifts in Security (§52.3). CPSU also wishes to check the current rates against the Modern Award, as the Agreement rates have not moved in more than two decades.

Defence Reserves Leave

Dr Michael Netherton (representing himself as an employee) tabled a claim to move the University's ADF arrangements out of the policy library (Doc 000976 of 3 Aug 2004) and into the Agreement(s). CPSU and NTEU agree in principle that all entitlements should be expressed in an enforceable instrument such as an Enterprise Agreement, and we support this request.

Dr Netherton also recommended a change to the structure of the leave arrangement, creating four categories for ADF Reserve Leave and Special Military Leave with up to a maximum of 10 working days on full pay:

- Initial Recruit Training
- Annual Training Courses and Camps
- Preparation for Operational Service
- Operational Service

Where ADF leave is exhausted for that year other forms of leave including LWOP could apply. Time spent on ADF Leave would count for service, and all entitlements, including superannuation, would continue to accrue. The meeting noted that the University is compensated by the Federal Government for time that reservists spend away, but this money is claimed retrospectively whereas UniSuper requires payment to be made prospectively. This is a technical difficulty for Dr Netherton's request.

CPSU, NTEU and Uni undertook to consider the claim and respond.

Superannuation

NTEU tabled a claim for a 17% superannuation employer contribution to be made for all staff, regardless of category of employment, and requested costing by the University. Dr Netherton supports in principle an equitable allocation of the employer contribution, whether at 17% or some other figure the University could agree to. CPSU also supports equitable treatment of staff, but notes that appropriate categorisation is an essential pre-requisite – staff can be held on lower contribution rates (9.25%) by inappropriate classification as Fixed Term or Casual when their work is really Ongoing or at least Contingent in terms of Clause 46.

Dr Netherton also disputed the lack of choice of fund in the current clauses in the Agreements. The meeting noted that although the Superannuation Guarantee Act 1992 provides for choice, it is legal for choice to be limited by an Enterprise Agreement. The University, and the sector generally, have opted to promote UniSuper. The terms provide that the number of staff who can choose their own super fund is limited to 5% (= 120 staff) and that must be by personal request to the University for application of discretion.

The University tabled responses to the proposals to increase employer contributions, showing significant increases in costs. It will be necessary to review super and pay increases as a package.

Next Meetings

8 October : Continuation of Part H Employment Arrangements;
and Part D Managing Change including Probation.

21 October : Intellectual Freedom, and general stock-take of progress to date.

CPSU has drafted a clause on Mature Age Workers, to advance our claim logged 1 May 2013. This will be a new clause for the University and is an initiative of the CPSU in the sector.

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

CPSU Branch President
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