



COMMUNITY & PUBLIC SECTOR UNION ♦ SPSF GROUP NSW BRANCH

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IN REPLY PLEASE QUOTE FILE NUMBER:

JJ:ljm: A15/0065

16 June 2015

Prof Caroline McMillen
Vice-Chancellor
Office of the Vice-Chancellor
University of Newcastle
CALLAGHAN NSW 2308

By email: caroline.mcmillen@newcastle.edu.au

Dear Professor McMillen,

Re: Dispute Notification – International Office

PSA / CPSU notifies an industrial dispute under Clause 75, *Dispute Resolution Procedure* of the *Professional Staff Enterprise Agreement 2014*. The dispute concerns your unilateral decision to make a number of positions fixed term in the new organisational structure for the International Office.

Those positions are:

- 1 X Administrative Assistant, International Admissions (HEW 4)
- 1 X International Engagement Officer based in Sydney (HEW 6)
- 2 X International Engagement Officers (HEW x6).

PSA / CPSU's concern is based on the fact that this decision has been taken after the completion of an extensive consultation process and has therefore NOT been subject to feedback or comment in the process. In fact, University management assured both staff and unions (and in public forums) throughout the change process that there would be NO fixed term positions in the new structure. This was a decision we applauded and welcomed given the high (and growing) rates of precarious and insecure employment in this institution and the job insecurity our members were already feeling about this particular change proposal.

Not only is this decision a breach of good faith with members and their representatives, but we say it represents a failure of University management to properly apply the organisational change provisions at Clause 20 of the Agreement – as incorrect information has been provided as part of the consultation process and unilateral (and fundamental) changes have been made without any consultation or further discussion. Staff and their unions have proceeded with this change without knowledge or forewarning that the staffing / organisational profile was about to undergo the change that you have determined.

Two sub-clauses of our organisational change provisions relate to the consultation / implementation papers and should be highlighted here. They are:

- 20.4 (iii) *identification of the positions affected and the stakeholders on whom the change will impact*
- (iv) *financial, staffing and training implications.*

We say scant regard has been given to this in both the Consultation and Implementation papers with the decision to change (post consultation) four ongoing positions into fixed term roles.

Further, we say the University has not properly applied *Clause 48.8 Categories of Fixed Term Employment* of the said Agreement in relation to this matter. The roles described above cannot be justifiably categorised as fixed term and do not conform to any of the specified categories which make up these provisions. The fact that these positions (bar one) are currently vacant, does not deter the union in our vigilance around this matter.

Finally, we say University management has failed to properly apply the “consultation” definition at Clause 3 of the agreement. This definition states:

*“Consultation” means a process in which the University, staff and where they choose, their representatives have the time and opportunity to exchange information about a matter or issue, **provide relevant documents and details**, hold discussions to explain their points of view and genuinely understand the respective views in the decision making process, but does not include the need to reach agreement”.*

We say that if you were intending to change the mode of employment for a number of positions post consultation that should then have been “part and parcel” of the information exchanged between management, staff and the unions at the time this change was under discussion and review. Not simply as an afterthought and once staff avenues for participation have been effectively exhausted.

PSA / CPSU seeks a meeting under 75.4 and/or 75.5 of the *Dispute Resolution Procedure* and we understand that such a meeting is proposed with the NTEU on **Wednesday, 17 June** for this purpose.

Could you please advise of details of this meeting so that the PSA/ CPSU can arrange for a representative to be present, most likely by teleconference.

In the interim, PSA / CPSU seeks to invoke the non-escalation provisions of the dispute procedure at 75.9 which states:

Until the procedures in this clause have been exhausted, work will continue and no industrial dispute of any other action likely to exacerbate the dispute will be taken by any party to the dispute.

On that basis, it is our expectation that no further implementation of this change will occur until this matter is satisfactorily resolved.

Please be advised, we are more than prepared for this matter to be resolved prior to the formation of any dispute committee and we remain ready and willing to discuss this further.

Thank you for your attention in this matter.

Yours sincerely,



Jann Jeffries
Industrial Officer

cc. Paul Munro
Professor Winnie Eley