

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 Professional Staff Enterprise Agreement 2018.

We seek to implement measures in this Agreement to better reflect our professional status.

In recognition of this objective, we seek to maintain an independent collective Agreement covering 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 terms 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 because 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. Improved job security for all fixed-term and casual employees and including an enhanced process to convert fixed-term employees to continuing employment.
5. Limits on the use of volunteers and casuals where a secure job could be created.
6. Limits on the use of labour-hire, agency contracts and outsourcing of services and functions.

Primary place of work

7. Retention and strengthening of work-related travel provisions to guarantee that all Professional Staff will have a designated Primary Place of Work expressed in their appointment documentation and position description, and that time travelled for work away from the primary

place will be treated as worked time for all purposes.

Inequities

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

To make sure we are listened to, we seek:

Union rights

9. An Agreement that explicitly recognises the right of Professional Staff to join the CPSU, participate in union activities and be represented by the union.
10. An Agreement that recognises the role of designated CPSU workplace delegates and representatives and provides us with the capacity to undertake this role. This will include a right for CPSU members to access time release to attend to CPSU union duties and for members of the CPSU to access paid trade union training leave.
11. Access for CPSU delegates to staff induction sessions.
12. 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.

Organisational Change, and Redundancy

13. 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 or agency contract staff are employed in positions that would otherwise be covered by the Agreement.
14. 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.

To reward us appropriately, we seek:

Pay increases

15. Guaranteed fair and reasonable 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

16. Employer superannuation contributions to be increased in line with the legislated increases to the SGC to maintain the margin above the minimum rate.

17. Provision for superannuation be paid to staff members on unpaid parental leave.

Allowances

18. 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
19. 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:
 - whether the higher-level duties should continue to be paid by allowance, or as a substantive role.
 - the extent to which staff have equitable access to the higher duties as a development opportunity.
 - appropriate recruitment where the position is to continue as a substantive role.
20. Recognition of relevant periods of prior employment of a casual staff member be counted as service after gaining permanent ongoing employment including for the purposes of long service leave and redundancy calculations.
21. An allowance for Evacuation Wardens commensurate with the First Aid allowance.

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

Job evaluation and classification

22. Improvements to the job evaluation and classification process that will provide CPSU representatives with training in the appropriate evaluation system, include the CPSU in the classification process, require mutual Agreement in the 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

23. Attention to career aspirations and progression for Professional Staff through improved Career Development provisions within Performance Development Framework, including:
 - A commitment that Performance Development Framework will only be used formatively and not punitively,
 - Supervisor training in job evaluation and classification to provide a basis for discussion on these issues in the Performance Development Framework,
 - 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,
 - Centrally funded budget for staff development in order to remove local Division and Unit objections on relevance to current job, ensure equitable allocation of development opportunities within the broad range of occupations available at the

- University, and promote multi-skilling and mobility,
 - Alternatively, a standard nominal allocation of \$2000 per annum per Professional Staff member, non-accumulative,
 - 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.
24. 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,
- Access for Professional Staff to complete a course of study at the University of Newcastle at a discounted rate,
 - 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,
 - Updated and improved HECS reimbursement scheme.

Progression

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

Retention

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

Health, Safety and the Environment

30. 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.
31. 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.
32. Physical and psychological amenity in facilities and work environment, in accordance with the Safe Work Australia Code of Practice.
33. 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.
34. Enhancement of the current Sexual Harassment and Assault clause that ensures that there are prevention strategies, training, employer accountability and specific support mechanisms for staff

relating to sexual harassment and assault in the workplace.

35. Provision of campus-based mental health support available to staff

Work performance and Discipline

36. 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

37. Provision for Remote Working arrangements to give effect to a commitment to providing a flexible working environment.
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39. 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.
40. 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.
41. 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.
42. 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

43. 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 maintaining staffing levels at or above the requirement for safe workloads.
44. A regular assessment of Professional Staff work organisation, workload and workflow, to inform the monitoring of workload allocation and ensure reasonable and manageable workloads. This will include consideration of the ability to access accrued leave, including flex leave and a review of the staffing profile where a high workload is experienced.
45. The introduction of a Professional Staff Workload Appeals processes capable of the implementation of genuine and effective change.
46. A commitment that all change management proposals must include an assessment of the workload implications for Professional Staff.

47. An acknowledgement that maintaining service provision requires increasing staffing levels in line with growth in client (student) numbers.

Leave

48. An increase in
 - o annual leave entitlement to five weeks per year to reflect the University's Christmas shutdown.
49. Qualitative and quantitative improvements to parental leave, including an increase to paid partner (non-primary caregiver), leave to four weeks.
50. A commitment that positions of Professional Staff on all forms of leave exceeding one week are backfilled fully and at a level to ensure that work continues and does not accumulate for their return.
51. Improvements to Long Service Leave, including access to Long Service Leave after five years of service.
52. Amend constraints on the discretion of University managers to deny leave applications.
53. Payout of accrued sick leave on cessation of employment.
54. 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.
55. Improvements in domestic Violence provisions, including
 - o Up to 15 days per year paid special leave
 - o protection from adverse treatment at work, for example being disciplined for performance problems or denied opportunities for advancement
56. An increase to the compassionate leave entitlement allowing for three days leave for each occasion

Other

57. 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.
58. Provisions addressing appropriate leave and support in the event of an employee experiencing still birth and miscarriage