WITHOUT PREJUDICE – JOINT UNIONS LOG OF CLAIMS FOR CURTIN UNIVERSITY

JOINT UNIONS LOG OF CLAIMS FOR CURTIN UNIVERSITY 2012

The joint unions, consisting of:

- The National Tertiary Education Industry Union (NTEU)
- The Australian Manufacturing Workers’ Union (AMWU)
- The Construction, Forestry, Mining and Energy Union (CFMEU)
- The Communications, Electrical, Plumbing Union (CEPU)
- United Voice

will address these key claims through enterprise bargaining for a single enterprise agreement for all staff at Curtin University:

1. **Coverage**
   1.1 A single Agreement will apply to all employees of the University and of its related or subsidiary bodies.

   1.2 That the Agreement includes a commitment to resume negotiations with the Unions no later than three months before its nominal expiry date.

2. **Salary Increases**
   That the salary rates in the current Agreement for all employees employed by the University be increased by 7% per annum (flat).

3. **Expiry**
   That the Agreement operate from the date of its approval and have a nominal expiry date of 30 June 2016.

4. Indigenous Employment Targets

4.1 The University will review and improve its Indigenous Employment Strategy 2007-2012 (including setting increased binding targets) and incorporate these within the Agreement.

4.2 The University shall establish the position of Deputy or Pro Vice-Chancellor (Indigenous)

4.3 The University shall appoint an Indigenous Employment Coordinator as an identified Indigenous position.

4.4 That an employee who is required to use an Indigenous Language in the course of their employment shall be paid an Indigenous Language Allowance.

5. Parental Leave

5.1 The Agreement will provide improved parental leave of 36 weeks of paid parental leave.

5.2 The Agreement will provide for the continuation of University superannuation contributions up to a total of 52 weeks of paid and unpaid parental leave.

5.3 That employees (other than replacement employees) whose fixed term contracts terminate while the employee is pregnant shall be entitled to such contract extension as would be necessary to take them to the end of parental leave if they had been continuing, except where the work required is actually to be discontinued.
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6. Superannuation

6.1 That the Agreement provide for University superannuation contributions of 17% over the life of the Agreement for all employees.

6.2 That the Agreement incorporate, or provide for the incorporation of, the outcomes of the deliberations of the Uni Super Working Party involving the Board of UniSuper, Universities Australia and the NTEU (insofar as these pertain to the employment relationship or the relationship between the University and the Unions).

6.3 That the Agreement provides that from 1 July 2013 all University superannuation contributions for employees will not be subject to an age-related ceiling.

7. Family Friendly working Arrangements

The Agreement will provide for improved family friendly working arrangements.

8. General Staff Career Progression, Classification and Workloads

8.1 Enforceable Classifications

That the Agreement ensures that each employee, including casual employees, has a clear entitlement to be classified at whichever classification corresponds to the work performed by the employee for the University.

8.2 Classification Procedures

The job of each employee, including casual employees, will be classified in accordance with the following procedures and criteria:

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a) All staff will have an agreed position description that matches the job they do, and position descriptions must be jointly reviewed at least once every five years or more frequent as part of annual review discussions. Position descriptions will be linked to relevant descriptors and position classification standards relevant to the work being done.

b) All staff will have regular access to an independent assessment or review of their classification. In order to seek an assessment, a staff member will not need advance approval by their supervisor. The independent assessment will be carried out by a committee the members of which have been trained in objective classification methods against work value descriptors for each salary level with such descriptors directly forming part of the Enterprise Agreement. Such a committee will comprise an equal number of members nominated by NTEU and the University management with a Chair agreed by the parties.

c) All re-classification applications must be dealt with in a timely manner with successful applications back-dated at least to the date the employee first applied, with an appropriate right of appeal if an application is denied.

d) No classification decision will be influenced by budgetary considerations.

e) Research positions must be classified on the duties required, not on the basis of the grant funds applied for or received.

8.3 Staff Development Fund

a) That in addition to existing staff development activities and programs, the University shall establish a centrally administered Staff Development Fund (equal to 1% of total general staff salaries) to provide real opportunities for staff

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development. Employees shall be given assistance for development for their current job or for a planned career with the University. Such a Fund will provide:

i) An ability for employees to regularly apply for funded staff development and training programs and activities against agreed criteria.

ii) Assistance to pay tuition fees or study costs, including HECS relief, or to reimburse a work area for an employee’s absence on an approved study program or activity provided that the Fund will not be used for management-initiated day-to-day work training.

iii) For a transparent and fair distribution of approved staff development opportunities across all classifications and job streams – technical, professional, clerical, etc.

iv) Some of the Staff Development Fund should be reserved for employees who have not previously had development opportunities and for those who have been in the same job for a long time.

8.4 Mobility, Secondment, Exchange And New Appointment Opportunities

The University shall establish a staff mobility program to give staff the opportunity to have short-term developmental secondments, job exchanges and/or periods of fixed-term appointments, and competitive access to vacant permanent jobs. The principal purpose of such a program is to widen the skills and experience of employees and to improve the efficiency and effectiveness of the University through reduced staff turnover, lower staff appointment transaction costs and a more experienced and highly skilled workforce.

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For this purpose, the University will take the following initiatives:

a) A secondment register will be maintained to advertise secondment opportunities and to keep a register of secondment positions and interested staff.

b) General staff will have the right to apply for fixed term positions on merit either through an agreed secondment arrangement or by assuming a fixed term appointment without giving up permanent employment with the University.

c) All vacancies of up to 12 months, and all leave replacements, will be advertised as internal secondment opportunities in the first instance, and preference will be given to internal applicants for such opportunities.

d) A fixed term staff member will have the right to apply for any permanent job.

e) Positions must be advertised internally in the first instance, and positions at Levels 1-5 will always be given to internal applicants who meet the selection criteria.

8.5 Excessive Workloads

That the Agreement provide that the University shall take all reasonable steps to ensure that employees are not working hours in excess of the ordinary hours of work prescribed by the Agreement, except in circumstances where the employee is receiving the appropriate overtime as prescribed. TOIL will accumulate and such accumulations will only be reduced by time taken or by being paid out.

9. Academic Workforce Issues

9.1 That the Agreement provide for the creation of positions equal to 20% of the EFT for casual academics engaged in teaching at the University (according to the higher of the current “estimated casual” numbers and the previous “actual casual” numbers reported to DEEWR). These will be new continuing positions created over the period of the next agreement, to permanently replace and reduce casual academic teaching employment, and to be classified as Scholarly Teaching Fellows with an incremental range of 5 steps in the existing structure, commencing at ALA 6.

9.2 It is understood that these Scholarly Teaching Fellows will usually be teaching focused positions, with a maximum teaching load of up to 65%, with remaining time being available for other activities (including an entitlement of no less than 15% for scholarship and/or research). The functions of these positions shall be properly defined in the Agreement, and there will be a capacity for access to the full Level B range following a career review within the first 3 years’ of appointment.

9.3 That the teaching duties of these positions be made up of no less than 80% of the work previously done by casual employees, and be continuing appointments, either full or part time. The duties of an employee who has been made redundant (voluntary or otherwise) must not be allocated to these new positions within 3 years of the redundancy.

9.4 That these positions should be available on an open and competitive basis to any person who has had at least one year’s academic employment experience in an Australian university (but not including a previous or current continuing academic appointment). The above outcomes will require negotiation of the distribution of the various academic functions within the entry level academic workforce. It will also require a comprehensive workload framework which:

a) Protects and strengthens limits on teaching and teaching related duties, particularly for the large number of academic staff with teaching and research responsibilities;

b) Provides job security protection for current and future academic staff who wish to focus on scholarly teaching; and

c) Prohibits the advertising of other new positions, or existing or vacant teaching and research positions, as teaching focused positions.

9.5 No later than 3 years from the commencement of such an appointment a staff member appointed to such a position will be granted 13 consecutive weeks of working time (487.5 hours) which will be allocated as time for research/scholarly duties over and above the minimum of 15% of the normal hours to be allocated to these duties.

10. General Staff Normal Operating Hours

The normal operating hours for General staff will be:

<table>
<thead>
<tr>
<th>Category of staff employees</th>
<th>Normal Operating Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building services staff</td>
<td>6.00 am – 6.00 pm Monday – Friday</td>
</tr>
<tr>
<td>Catering and retail staff</td>
<td>6.00 am – 7.30 pm Monday – Sunday</td>
</tr>
</tbody>
</table>

11. Academic Workloads

11.1 That the Agreement will continue to provide for each academic employee an effective and quantifiable periodic cap on the hours to be worked in teaching and related duties.

11.2 The Agreement will provide a limit or limits on the period during which an employee can be required to perform teaching related duties, including unit coordination.

11.3 The Agreement will provide improved workload planning and allocation in relation to categories and parameters of the AWMS which are based on a fair assessment of the time associated with those teaching responsibilities, and with appropriate adjustments for leave, significant other allocated duties, and excess-carry-over arrangements.

11.4 The Agreement will provide for all Academics to be given fair and reasonable notice of their allocated teaching related and other duties, though no later than 20 working days prior to the commencement of each teaching period in which these duties are to be allocated.

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11.5 The Agreement will provide for the “publishing” of all of an Academic’s allocated duties in their AWMS personal record no later than 5 working days after each semester enrolment ‘census’ date.

12. Academic Promotion
The University will review its promotion procedures to ensure that all elements of Academic work are recognised as grounds for promotion, and that staff who have been employed to or chosen to concentrate on certain aspects of Academic work at a particular time of their career path are recognised for this and provided with the opportunity for promotion. These procedures will be incorporated into this Agreement.

13. Improved Conditions for casuals
The Agreement will provide for improved entitlements and conditions for casual employees, including providing for intellectual property protection for casual academics, codification and payment for necessary non-teaching duties (e.g. attendance at school or unit meetings and student consultation), access to professional development and minimum resources/facilities.

14. Review Committees
The Agreement will extend the current Academic staff provisions for a Review of Redundancy provisions, Unsatisfactory Work Performance and a Misconduct Process Review Committee to all staff.

15. Change Management Process
The Agreement will provide improved change management processes including improved consultation and staff ability to meaningfully participate and influence the

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outcome. This will include the University committing to not using criteria imposed retrospectively for staff in its change management process.

16. Unsatisfactory Work Performance
The Agreement will provide improved processes and procedures for addressing unsatisfactory work performance for all staff. This will include the University committing to not using performance criteria imposed retrospectively for staff in management of staff performance.

17. Misconduct or Serious Misconduct Processes
The Agreement will provide improved processes and procedures in relation to misconduct and serious misconduct for all staff.

18. Termination on the Grounds of Ill-Health
The Agreement will provide improved processes and procedures in relation to termination on the grounds of ill-health.

19. Time off in Lieu of Additional hours worked
The Agreement will provide improved entitlements in relation to TOIL.

20. Conversion for Fixed Term Staff
The Agreement will provide improved access to conversion to ongoing appointment for fixed term staff including research only staff.

21. Commitment to employing staff in ongoing positions.
The Agreement will commit the University to reducing its use of casual and fixed term staff as a proportion of all staff over the life of the Agreement.

22. Police Clearances

22.1 The Agreement will provide processes which ensure absolute confidentiality in relation to Police clearances and information contained within them.

22.2 The Agreement will provide for full reimbursement to the staff member of all costs associated with external checks of existing staff and successful job applicants.

23. Occupational Health and Safety

The Agreement will provide union representation on all University Occupational Safety and Health Committees.

24. Policies Affecting Employment Conditions

The Agreement will preclude changes to University Policies affecting employment conditions that do not have agreement of the unions.

25. President’s Time Release

The Agreement will provide for President’s time release equivalent to 50% of a Level C Academic, Level 6 (or General staff equivalent), plus on-costs.

26. Existing Conditions of Employment and Organisational Rights

That the Agreement protect all existing conditions of employment and rights of employees, whether individual, collective or organisational (union rights), whether included in current Agreements or not, whether currently legal rights or custom and practice.

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27. Domestic Violence

That the Agreement:

a) Include an agreed statement of principle about domestic violence, and provide for the joint development of policies and protocols to address circumstances where an employee is dealing with matters arising from or as a result of domestic violence; which shall include appropriate referral arrangements to relevant agencies, and the promulgation of the policies to staff and especially supervisors.

b) Provide that no employee will be disadvantaged in her/his employment because of the consequences of his/her dealing with matters arising from or as a result of domestic violence; and

c) Provide for the granting of sufficient special leave for an employee to deal with matters arising from or as a result of domestic violence, including but not limited to:

   i. Seeking safe housing;
   ii. Attending medical/counselling appointments;
   iii. Attending court hearings and access legal advice;
   iv. Organising alternate care or education arrangements for children; and
   v. Rebuilding support networks with children, family or others.

28. Deductions from Salary at Request of Employees

That the Agreement provide at no charge for the deduction from salary, at the request of the employee, of trade union dues and levies, and the forwarding of these by the University to the Union.

29. Dispute Resolution Procedure

That the Agreement will provide for:

a) Fair, effective and timely arbitration of disputes regarding any industrial matter at the request of either party to the Agreement, and Union involvement in all dispute settlement leading to and including arbitration.

b) The status quo as it stood prior to the matter in dispute arising to stand until the dispute is resolved.

c) Transitional provisions where necessary.

30. Restriction on the use of Contracting and Outsourcing
The Agreement will place lawful restrictions on the outsourcing of work or use of contractors to perform work performed by staff covered by the Agreement.

31. Improved commitment to Safety
The Agreement to provide for improved processes to help identify potential hazards and address them.

32. Workers Compensation Make-Up Pay
The Agreement will provide that the University will insure staff for Workers Compensation Make-up Pay for up to 104 weeks.

33. Income Protection
The Agreement will provide that the University insure staff for 24 hour accident and sickness income protection and provide trauma insurance.

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34. Indexation of Allowances
   The Agreement will provide for the indexation of all allowances by either CPI, the annual wage increase or in line with the Western Australian Public Sector Award 1992, whichever is higher.

35. Parking Fees
   The Agreement will limit the increases in parking fees for staff to CPI.

36. Other Matters
   36.1 The joint unions also seek to:
       a) Update the Agreement to better reflect current industrial legislation, understanding and practice.
       b) Redraft provisions where necessary for clarification
       c) Remove or update terms that are no longer relevant or are out of date
       d) Correct mistakes in the current Agreements.

   36.2 The joint unions also reserve the right to add additional claims where the need for these becomes apparent during negotiations.