

# THE **campus backbone**

CPSU - Macquarie University Branch



LOG OF CLAIMS

30 May 2009

The Macquarie University Branch of the CPSU, the General Staff Union, serves the following claims on Macquarie University in respect of a new union collective agreement for General Staff.

We seek a union collective agreement to cover all General Staff employed by Macquarie University and it's wholly or majority owned and controlled entities. The duration of the Agreement will be for a period of three years.

## **Making sure we will be listened to**

1. The Agreement will recognise and respect the right of the CPSU to represent the industrial interests of General Staff. The Agreement will restore direct CPSU involvement in dispute settlement and in all consultative arrangements in the Agreement.
2. In the interest of promoting active and informed participation of General Staff through their union the Agreement will provide for rights relating to resources and other relevant matters to support the role of the union and union activities. This will include the right of union delegates to access time release to attend to union duties, and for members and delegates to access trade union training leave.
3. The Agreement will ensure meaningful consultation occurs with all relevant internal stakeholders, including the CPSU, prior to change management occurring.
4. The Agreement will contain comprehensive consultative arrangements including the early notification of the consideration of organisational change, the rationale for change, the provision of all relevant information including financial information, and cost benefit analysis.
5. All change management proposals must include an assessment of the workload implications for General Staff.
6. The Agreement will contain a clear definition of, among other things, 'reasonable'.
7. The Agreement will ensure that voluntary redeployment into suitable alternative work will be the principal means of managing displaced employees. This will include a centrally administered suitability assessment and placement process, the ability to be voluntarily redeployed to a higher level position, and to a six month trial placement arrangements by mutual agreement.
8. The Agreement will provide a comprehensive means of mitigating the number of forced redundancies in any restructure and will prohibit jobs being 'spilled and filled'. The Agreement will also prohibit employees undertaking the work of a 'redundant' position.
9. That the voluntary redundancy or retrenchment benefit payment provisions of the Agreement be increased to six weeks for every year of service without cap where an employee is made redundant because of outsourcing, and four weeks for every year of service without cap for all other redundancy situations.
10. General Staff will be paid any reasonable costs and charges associated with a program of retraining or other agreed measure to mitigate the effects of a General Staff position becoming redundant.

### **Improved pay and superannuation**

11. We seek guaranteed fully funded pay increases of 9% per annum over the life of the Agreement calculated from the nominal expiry date of the current Agreement and General Staff are to be reimbursed for any delays. Each pay increase will compound onto the previous salary.
12. All General Staff covered by the Agreement will receive a sign-on payment of \$2000 to increase the annual salary rate.
13. The Agreement will maintain the current 17% superannuation provisions for permanent staff and an increase in employer contributions for casual and fixed-term staff to a level of parity with permanent staff.
14. All allowances should be increased from the beginning of the Agreement consistent with the total agreed pay outcomes over its term.
15. The University will provide work based child care, free of charge, for General Staff. The University should also explore the provision of salary deductions for non-work based childcare.
16. The University will ensure salary increases take into account increases in charges and fees for staff, such as car parking fee increases.

### **Protecting our terms and conditions**

17. We seek to maintain all existing conditions and entitlements for General Staff except where conditions and entitlements are enhanced as a result of negotiations.
18. The rights and entitlements of General Staff are to be comprehensively expressed in the Agreement. Where policies and guidelines affect employees they are only to be made or varied by agreement and after consultation with the CPSU. This Agreement will be read in conjunction with the relevant awards.
19. General Staff conditions and entitlements and workplace processes directly or indirectly removed from previous enterprise agreements because of the Higher Education Workplace Relations Requirements will be restored in full and contained in the Agreement.
20. The University commits to continuing employment as the standard form of employment that is to be utilised wherever possible, through application of merit selection processes, and to recognise that this form of employment provides the greatest security and wellbeing for General Staff and their families.
21. The Agreement will provide clear guidelines and limitations on the employment of casual and fixed-term employees.
22. The Agreement will include provisions for the mandatory conversion of long term casual and fixed term employees to ongoing employment.

### **Occupational Health & Safety**

23. The parties will commit to an understanding of Occupational Health and Safety that includes a workplace that is free from bullying and harassment. This understanding is critical to a workplace that values and respects its employees.
24. The Agreement will explicitly provide that there will be zero tolerance of all forms of discrimination, bullying and harassment and will provide that protection from bullying and harassment will be facilitated by appropriate measures.
25. The University will expand the Clothing and Safety Equipment clause to include a consultative process where staff are consulted and have input into the design and choice of clothing or uniform they are required to wear by the University.

## Ensuring we are treated with respect

26. The Agreement will provide a comprehensive and fair classification and job evaluation process to ensure that all General Staff positions are classified consistent with the duties performed and in accordance with the classification descriptors that will remain in the Agreement.
27. The Agreement will contain both the General Staff Classification Committee process and a General Staff Classification Review process that is initiated at the request of the employee. Both processes will involve CPSU, management and independent representatives.
28. The Agreement will provide for the regular review and comparison of all positions and position descriptions for accuracy and ensuring consistency in grading and remuneration.
29. The parties will negotiate a process for the broad banding of classification levels to encourage General Staff career development.
30. The Agreement will provide a comprehensive process for equitably resolving workload concerns raised by individual or groups of general staff.
31. In accordance with EEO benchmarks in the NSW Anti Discrimination Act the University will create a Disability Employment Strategy to increase the number of staff with disabilities appointed across the range of work areas and classifications. The University will develop a set of targets aimed at ensuring the percentage of staff with disabilities in the University is no less than 7% of staff requiring workplace adjustment and a total of 12% of staff with a disability by December 2010.
32. The Agreement will create a central fund to support any necessary adjustment to assist staff with special needs, and the contribution of general staff with special needs will be taken into account in any reward or acknowledgement of high performance.
33. The Agreement will also include other measures to assist General Staff to continue to develop their career lifetime education. These measures are to include:
  - Career break leave arrangements,
  - Genuine access to study leave arrangements using a broad definition of study, including equity of time off for alternative delivery methods (i.e. correspondence/external study),
  - A comprehensive, centrally funded and equitable career training and development scheme for General Staff,
  - Access to Career Progression Training, (i.e. training in areas outside of current Position Description to aid in career advancement within the University),
  - Comprehensive on the job training for all General Staff,
  - The equitable utilisation of “higher duties” opportunities for career development,
  - Accelerated progression, and
  - Access to study at the University at a discounted rate.
34. The Agreement will clarify the right of appeal of an unsuccessful application for a position, including where the position was externally advertised.
35. The Agreement will place a time limit for a General Staff member acting up in a position, at which time the position will be advertised and filled on an ongoing basis.
36. The University will ensure that Performance Development Review is conducted by trained supervisors and is consistently applied through a process that does not compare the performance of one staff member to another.
37. The Agreement will not offer Individual Transitional Employment Agreements (ITEA).

38. The Agreement will not allow for General Staff to be suspended without pay

### **Indigenous Employment**

39. In accordance with the Indigenous Employment Strategy to increase the number of Indigenous Australians appointed across a range of work units, positions and levels, the University will develop a set of targets aimed at ensuring the percentage of Indigenous Australian General Staff in the University is no less than 5% by December 2010.

40. The University will also recruit 50 Indigenous Australian trainees over five years with at least 95% being offered full time employment (based on merit) at the conclusion of the traineeship.

41. The University will promote at least 10 Indigenous Australian General Staff on merit to management positions by December 2012.

### **Environmental sustainability and productivity**

42. This Agreement will contain practical measures which reflect the commitment of the employer, employees and the CPSU to generate productivity through a sustainable environment and meeting the challenges of global warming, including:

- a) Consultative mechanisms to allow for consideration of the ways to reduce the carbon footprint and increase energy and resource efficiency of the University,
- b) Provision of pool cars and shuttle buses and other appropriate facilities for General Staff to encourage walking, car pooling, cycling to and from work.
- c) Voluntary flexible working arrangements that could reduce the number of attendance days at the University without loss of pay or other entitlements. This could include provisions for working from home.

### **Allowing us to balance work and life**

#### **Working Hours**

43. The Agreement will enshrine reasonable working hours for General Staff and there will be no ability for General Staff ordinary working hours to be increased.

44. The University will ensure that General Staff are paid or otherwise recompensed for all work.

45. Working hours shall always take account of caring responsibilities and work life balance.

46. The Agreement will provide for working arrangements that will allow General Staff to balance personal and work commitments, including access to part-time work.

47. The University will ensure that General Staff are not required to work regular or unreasonable amounts of overtime and that General Staff can refuse to work overtime.

48. The Agreement will provide for consistent and clear variable hours arrangements and flexitime available to all general staff, including a consistent and unrestricted carryover of hours from one settlement period to another.

49. The Agreement will include a provision to ensure travel, outside the regular span of hours, for work conducted outside the primary place of work is recognised for overtime or time off in lieu purposes.

## Leave Provisions

50. The University will ensure positions are backfilled when staff take Long Service Leave, Parental Leave, or extended periods of annual leave.
51. The Agreement will provide a minimum of two weeks paid grandparent leave and other forms of leave that will facilitate the retention of mature age workers.
52. The Agreement will make qualitative and quantitative improvements to parental leave, including an increase of paid partner (non-primary care giver) leave to six weeks, and paid parental leave for casual general staff.
53. The Agreement will contain improved personal leave entitlements and that this will be cumulative without a cap. There will be a clear requirement to provide documentation once three days or more is being used consecutively.
54. The Agreement will contain an enhanced definition of family to include an aunt, uncle, brother, sister, step - brother/sister, half - brother/sister and significant other.
55. The Agreement will provide for 5 days paid cultural, religious and ceremonial obligation leave.
56. Defence Force Leave to be improved in line with current reserve requirements and contingent on qualification for Employer Support payments
57. Paid leave and other forms of support are to be provided for General Staff undertaking activities of direct benefit to the community (for example blood donation, and for emergency assistance including fire-fighting).

## Other

58. The CPSU reserves the right to raise other matters throughout negotiations that are to the benefit of General Staff.

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## CPSU

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