

THE campus backbone

CPSU - University Of Newcastle



Enterprise Bargaining Update No. 17

26 May 2010

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The CPSU bargaining team representatives met with the University on 19 May and 20 May.

The initial hour and a half of the 20 May session was set aside to discuss the Strategic Plan and the draft Outside Work Policy.

GENERAL STAFF AGREEMENT BARGAINING (GENERAL STAFF AGREEMENT CLAUSES)

Classification Structure & Review - The CPSU responded to University's latest draft in line with feedback from the members' meetings, which identified the linkage with M4P as fundamental. The meetings unanimously called for the M4P process to be required to review the PD and, where change occurs, write a new one. The membership solidly agrees that all positions must have an up to date PD, as the basic tool for M4P discussions. The CPSU put this position and the University rejected it, claiming a need to act swiftly in certain appointments (eg research), and thereby creating a problem for the negotiation. We believe all positions should be given the security that a PD affords.

The University will not accept the CPSU's arguments that PDs **will be** developed for all positions rather than **should be** developed for all positions.

No agreement was reached on the process for the appointment of an Inquiry Officer. The University will not agree to this being agreed with the Union.

Despite these disagreements, there was constructive discussion and progress on process issues including review, date of effect, distinction between primary and secondary position descriptors and advice to staff members around reasons for the decision. The University will redraft the clause in light of this discussion.

Managing for Performance - The meeting discussed the clause redrafted by the University. This was a useful discussion in which the developmental purpose of the clause was discussed, and which will again be reflected in the title — it has been a major concern for the CPSU to ensure the process is seen as developmental and supportive, and not a punitive assessment of "performance", so this was an important point to get agreement on.

Consistent with its position in the negotiation in classification the CPSU sought to have reference to PDs. Reference to duties will now be included in the parameters for discussion with staff member. Mentoring as a developmental process will also be included.

The University will redraft the clause in light of this discussion.

Workload - The University's updated clause was discussed. Substantive concerns raised by the CPSU related to accountability and changing the workplace culture. We want reference to who takes responsibility for ensuring compliance with the clause. We believe that there needs to be an agreed process for how matters are dealt with by the General Staff Consultative Committee. The University will consider and respond to the matters raised.

Probation - The meeting discussed the draft clause provided by the University. There were a number of changes agreed which clarified and improved the process. The clause is now agreed subject to the issue of the Inquiry Officer being resolved.

Redeployment & Redundancy - The CPSU spoke to the claim logged for higher payments. The University refused the claim but said that it would consider an increased loading subject to offsets, for example an offset of the redundancy package against reduction of the redeployment period or, a reduced redeployment period.

The CPSU will consider what advantage/disadvantage might accrue to members. If it is to be entertained at all, this suggestion will need to be discussed at a General Meeting.

THE CPSU argued that long-term HDA, ie with superable salary, should be considered "substantive". The University offered to delete the reference to "substantive" salary in their draft.

Secondment, Transfer or Placement - The meeting discussed the draft clause provided by the University. The CPSU main concerns related to the right of return, and the distinction to be made between the circumstances of secondment, and transfer or placement.

The University suggested the reality might be a return to the general portfolio or work area, rather than a position, and that there are a number of factors that might intervene.

The CPSU suggested a separate clause for each would be the best way to address the issues raised.

The University agreed to consider the wording in relation to right of return arrangements.

COMMON CLAUSES BARGAINING

Application - The University tabled a draft clause. The main issue that was discussed was the exclusion of all staff above and including the level of Director/Assistant Director from coverage of the agreement. The CPSU does not agree with this proposal.

Operation of the Agreement - The University tabled a draft clause. The date for the expiry of the agreement remains unresolved.

Flexibility - The University tabled a draft clause. The discussion centred on the technicalities of the drafting of the clause. The University is to redraft to cover the specific aspects of the clause they wish to have included.

Managing Change - The University tabled a draft clause. The University has agreed to include relocation support in this clause, but refuse to include reference to workload or outsourcing. Process has been further improved. The University will re-draft this clause.

Performance Concerns - The University tabled a draft clause. This clause has been agreed.

Unsatisfactory Performance - The University tabled a draft clause. The discussion related to the definitions of unsatisfactory conduct (and by implication Misconduct). The University does not want to include a definition, claiming it may prove restrictive in some circumstances.

Inquiry Officer - The University tabled a draft clause. Discussion on this clause will continue in the separate agreement bargaining sessions. The CPSU reserved its position in relation to the role of the Inquiry Officer.

Committee of Inquiry - The University tabled a draft clause. The application of the clause will be dealt with in the separate agreement bargaining sessions. This remains the outstanding issue for resolution.

Superannuation - The University tabled a draft clause. The CPSU again addressed its claim, specifically in relation to eligibility and thresholds for contributory superannuation. The University undertook to provide the costing for the 141 ongoing staff who currently receive the 9% employer contribution. The University will re-draft this clause.

Compassionate/sick/personal leave - There was vigorous discussion on the clause tabled by the University which split personal leave and sick leave.

In particular the University raised a concern that staff may not appreciate that if someone has 25 days sick leave in a year this could affect accrual levels, but that those taking the leave as personal leave would have access to the full amount of leave.

The University agreed to leave the clause as per the current Agreement, but on the understanding that staff members should understand that an effect of taking over 15 days sick per annum would be that accruals would be cut.

The compassionate leave clause provides for an additional entitlement where staff have exhausted personal leave entitlements. This clause was agreed.

Grandparent leave - The CPSU tabled a draft clause. The University rejected the claim outright on the grounds that it was not prepared to assume any extra costs.

BARGAINING IS SCHEDULED FOR 2 & 3 JUNE 2010.

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