

The NTEU seeks a Collective Agreement, to be known as the Monash University and NTEU Union Collective Agreement 2012-2016 (“the Agreement”) and serves this Log of Claims in order to initiate enterprise bargaining.

The NTEU requests the University immediately notify staff of their rights in accordance with s173 of the Fair Work Act (2009).

The NTEU seeks:

1. Wages

1.1 NTEU seeks salary increases for its members employed by the University of 7% per annum (being an overall increase of 28% to 30 June 2016), as follows:

- 7% from 1 July 2012
- 7% from 1 June 2013
- 7% from 1 June 2014
- 7% from 1 June 2015

1.2 If payment of casual wages does not occur within 21 days of submitting a claim form (or completion of equivalent online payment request), an additional 3 hours’ pay will be added for each further day of delay in payment.

2. Duration and Expiry Date

2.1 That the Agreement operate from seven days after the date of its approval and have a nominal expiry date of 30 June 2016.

2.2 That the Agreement include a commitment to resume negotiations with the NTEU no later than three months before its nominal expiry date.

3. Coverage

3.1 The Agreement will apply to all employees of the University.

4. Indigenous Employment

4.1 The University will review and improve its Indigenous employment strategy (including setting a binding numeric target) and incorporate this within the Agreement.

5. Leave

5.1 Improved partner leave

The Agreement will provide improved partner leave of 20 paid days following the birth or adoption of a child.

5.2 Domestic Violence

That the Agreement:

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.

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

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.

5.3 That the requirement for 14 days notice of Ceremonial Leave when associated with a funeral or other cultural obligation be removed where the giving of 14 days notice is impractical.

6. Superannuation

6.1 All staff to receive 17% employer contribution by nominal expiry of Agreement.

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

6.3 Employer superannuation contribution will be paid with respect to any portion of a termination or severance payment that is a payment in lieu of notice.

6.4 From 1 July 2013 the Agreement provide that all employer superannuation contributions for employees will not be subject to an age-related ceiling.

7. Workloads

Enforceable regulation of academic workloads, including:

- 7.1 Total workload which does not require working of excessive hours.
- 7.2 That the Agreement provide for each academic employee, an effective and quantifiable periodic cap on the hours to be worked in teaching and related duties or on measurable student load, based on a fair average assessment of the time associated with those teaching responsibilities, and with appropriate adjustments for leave, significant other allocated duties, and excess-carry-over arrangements, and a limit or limits on the period during which an employee can be required to teach.
- 7.3 That there be central funding of parental leave, OSP, long service leave, extended sick leave, to ensure effective and timely backfilling of temporary vacancies.
- 7.4 Education-Focused roles to be encompassed by the Agreement as a particular case of academic workload management. Where the Academic Workload Model does not adequately provide time for Education-Focused academics undertaking a PhD, that the

model be revised to the extent necessary to provide appropriate support for Education-Focused academics undertaking a PhD.

- 7.5 Research-only academics who teach to have maximum teaching load of 10% of annual allocatable hours. Such allocation must include all aspects of teaching work attached to the content delivery provided by the academic other than co-ordination functions.
- 7.6 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 the PhD point.

It is understood that these Scholarly Teaching Fellows will be teaching focused positions, with a maximum teaching load of up to 70%, with remaining time being available for other activities (including an entitlement of 20% for scholarship and/or research). The functions of these positions shall be properly defined in the Agreement, and there will be a capacity for possible access to the full Level B range following a career review in the first 3 years’ of appointment.

That the teaching duties of these positions be made up of work no less than 80% of which is work previously done by casual employees. These will 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.

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.

Regulation of professional staff workloads, including:

- 7.7 That the Agreement require that the University shall take all reasonable steps to ensure that professional staff 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. Provided that time worked will accumulate and such accumulations will only be reduced by time taken or overtime paid, provided further that any untaken time will be paid out on termination of employment.
- 7.8 That there be central funding of parental leave, long service leave, extended sick leave, to ensure effective and timely backfilling of temporary vacancies.

8. Job Security

- 8.1 A position may be declared redundant only if its workload is abolished.
- 8.2 There shall be no net reduction in staffing numbers, and no increase in the student:staff ratio, during any year of the life of the Agreement.
- 8.3 There shall be no forced retrenchments during the life of the agreement.
- 8.4 That the Agreement provide that an employee can be declared surplus to requirements only in circumstances where the work done by the employee is no longer required to be performed by anyone.

Improved Consultation before and during Change processes

- 8.5 Consultation requirements in managing change provisions will be strengthened and clarified.
- 8.6 Definition of organisational change includes where staff numbers or workforce composition change by any means, regardless of whether there has been any impact on workload.
- 8.7 Where employee is to be redeployed or made redundant and has been acting in a higher position for 12 months or longer, redeployment and / or redundancy to be at the acting Level. The new Agreement to provide clear and improved processes where redeployment options are being proposed.
- 8.8 Clear and improved processes where organisational change leads to positions being cut and staff affected not being made redundant.
- 8.9 The operation of redeployment and like services to be transparent – all vacant positions to be made available for consideration by redeployee. This to include those employees who have not been declared redundant, though their position has been (or is to be) abolished.

Improvements in Redundancy and Redeployment provisions to ensure

- 8.10 Upon deciding to proceed with organisational change and after meeting its consultation obligations, the employer shall match affected staff against the opportunities in the new structure with a view to directly redeploying all those for whom it is reasonable to do so. Where there are more suitable employees to be redeployed than there are positions available, competitive merit-based selection among those employees is to be used to identify who obtains placement.
- 8.11 With respect to any portion of a termination or severance payment that is a payment in lieu of notice, accrued leave for that period shall also be paid on a pro rata basis.

9. Improved Workplace Culture

- 9.1 Prior to taking up any supervisory position, all staff to satisfactorily complete training in:
 - bullying prevention;
 - OHS responsibilities
 - sexual harassment prevention;
 - mental health awareness; and
 - relevant requirements of the Union Collective Agreement

Provided that where a person is appointed from outside the University to a supervisory position, this training must be completed satisfactorily within 3 months of commencement as a condition of employment.

10. Recognition by the University of NTEU Role

- 10.1 Insertion into the Agreement of provision for Union facilities and resources, including provision at no charge for the deduction and forwarding by the University to the Union of trade union dues and levies.

11. Professional Staff Issues

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.

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

- 11.1 A secondment register will be maintained to advertise secondment opportunities and to keep a register of secondment positions and interested staff.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 A fixed term staff member will have the right to apply as an internal applicant for any permanent job.

Professional Staff Classifications

Each employee, including casual employees, shall have a clear entitlement to be classified at the classification that corresponds to the work performed by the employee for the employer.

Classification Procedures

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

- 11.6 Each member of professional staff will have an agreed position description that matches their job. Position descriptions must be jointly reviewed at least once every five years or more frequently as part of annual review discussions. Position descriptions will be based upon relevant descriptors and position classification standards relevant to the work being done.
- 11.7 All staff will have regular access to an independent assessment or review of their classification. A staff member will not need advance approval by their supervisor in order to seek an assessment. 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.
- 11.8 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.
- 11.9 No reclassification decision will be influenced by budgetary considerations.
 - 11.10 Research positions must be classified on the duties required, not on the basis of the grant funds applied for or received.

Professional Development

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 professional staff salaries) to provide real opportunities for staff 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:

- 11.11 An ability for employees to regularly apply for funded staff development and training programs and activities against agreed criteria.
- 11.12 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.
- 11.13 For a transparent and fair distribution of approved staff development opportunities across all classifications and job streams – technical, professional, clerical, etc
- 11.14 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.

12. Improved Conditions

- 12.1 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.
- 12.2 On-call allowance at Clause 27 to apply to all staff who work on-call.
- 12.3 Staff who vary their time fraction may vary it again on appropriate notice, such notice being no more than 3 months.
- 12.4 Severance scale for fixed-term professional staff to be same as for fixed-term academic who are not research only.
- 12.5 Personal Leave to be available for care of school-aged children on what is normally a school day, when the school is closed to its students.
- 12.6 Period of regular casual employment abutting fixed-term or continuing employment to count as service for calculating eligibility for LSL.
- 12.7 Provisions to accommodate staff who are breast feeding to be placed into the EA.
- 12.8 Course coordination receives payment at Level C for duration of that responsibility. Subject/Unit coordination receives payment at Level B for duration of that responsibility.
- 12.9 When calculating break in employment not count weekends.
- 12.10 That each letter of engagement issued to a potential fixed-term employee will clearly identify the applicable mode of fixed-term employment being offered, by citing the specific sub-clause of Clause 16.4 and stating why that mode is being used. Further, if the position is grant funded and the period being offered ends before the funding ends, that the letter also state this and explain why.
- 12.11 Probation processes for Professional staff be regulated by the Enterprise Agreement.

13. Workplace Bullying and OHS

- 13.1 That group complaints about bullying are an acceptable form of complaint and will be dealt with as a group complaint. This can include use of the employment-related grievance mechanism as a group mechanism.
- 13.2 That when a formal complaint alleging bullying is made, the University take all reasonable steps to secure the health and wellbeing of both the complainant and the respondent throughout the process of resolving the complaint.
- 13.3 Every claim of bullying (or similar behaviour even if the term itself is not used by the complainant) that is presented to the University, shall be treated as an OHS issue and reported upon to the local OHS Committee and to the OHSPC. Each such report shall be investigated independently. The report of the investigation shall be also reported to the local OHS Committee and to the OHSPC.
- 13.4 All OHSRs will be audited for the OHS training they have undertaken and when it was done. The report on the audit will go to OHSPC.
- 13.5 The use of Return to Work plans and the criteria expressed within them to be subject of consultation with NTEU. There to be twice-yearly reporting to NTEU of the RTW Unit's work.

14. No undermining of entitlement by administrative process

- 14.1 All University forms dealing with matters covered by the EBA must conform to the provisions of the EBA and not diminish any staff member's entitlements in any way.
- 14.2 That the following phrase be inserted prominently into every policy of the University dealing with conditions of employment in any way:
"Where this policy conflicts with or omits something from the Enterprise Agreement, the latter document applies to the extent of that conflict or omission."
- 14.3 The Agreement should include a statement that University Policies do not form part of this agreement, except to the extent that they:
 - a) Confer rights on an employees in relation to his or her employment conditions; and
 - b) Are not inconsistent with the other terms of this Agreement; and
 - c) Are not incorporated as entitlements of the employee into the contract of employment; and
 - d) They are not merely a restatement of another statutory right which the employee can enforce.
- 14.4 That procedures to improve the operation of Misconduct Investigation Committees be included in the Agreement, to enhance natural justice in the lead-up to and operation of an MIC and provide guidance to the parties and to the MIC members.
- 14.5 The Employment-Related Grievance clause to state that an aggrieved party who does not wish to approach her/his supervisor may approach a more senior person in the same management line.

15. Dispute Resolution

- 15.1 That the status quo as it stood prior to the matter in dispute arising to stand until the dispute is resolved; and
- 15.2 That transitional provisions be incorporated into Clause 12 to ensure the fair and appropriate carry-over of disputes and proceedings from the previous Agreement.

16. Academic Descriptors

- 16.1 That the Minimum Standards for Academic Levels be incorporated as a schedule to the Agreement.

This Log of Claims constitutes an initial set of items on which we hope progress can be made. We reserve the right to make further claims.