

The University of Melbourne's Proposal to Finalise EBA Negotiations

22 September 2009

Without Prejudice

Introduction

The University of Melbourne wishes to continue to provide staff with fair and equitable conditions of employment and working conditions which are tailored to the circumstances of the University. The University recognises the need to appropriately recognise and reward the contribution made by its staff, providing salaries and benefits which are competitive, yet sustainable in a challenging economic environment.

The University seeks to provide mechanisms to reward high performing individual staff and collective achievements and to ensure that any enterprise agreement supports the strategic direction of the University.

Negotiations

The University and the NTEU have been negotiating a new enterprise agreement under the *Fair Work Act* provisions since late June 2009. Those negotiations have involved the exchange of detailed drafts of each of the parts of the proposed agreement. There have been some productive discussions around a number of the clauses proposed by the parties. The final clauses being proposed by the NTEU and the University were only exchanged at the end of August.

The University remains concerned about a number of high cost claims and considers that in the current economic environment and with the challenges facing the University that any enterprise agreement must be sustainable.

The University remains committed to finalising the new *University of Melbourne Enterprise Agreement 2009* ("Agreement") and puts forward the following proposal to enable that to occur.

The proposal provides significant, but sustainable improvements in salary and a range of other conditions for staff.

Proposal

The following matters represent a summary of the University's position. The University has provided a complete proposed 2009 Agreement reflecting the subject matter covered in this summary. Subject to final drafting satisfactory to the University, the University offers the following:

1. **Period** - A three-year agreement from the date of lodgement of the Agreement.
2. **Salary**- Salary increases of up to 15%. The salary increase breakdown is as follows from the first full pay periods after the date specified:
 - (a) 2% from 4 April 2009 (already paid administratively and to be absorbed);
 - (b) 3% from 31 March 2010;
 - (c) 1% from 31 October 2010;
 - (d) 2% from 31 March 2011;
 - (e) 1% from 31 October 2011; and
 - (f) 3% from 31 March 2012.

In addition to these increases totalling 12%, the University proposes a further 3% salary increase upon successful completion and implementation of the outcome of following reviews. These reviews will assist in developing excellence in our staff, creating a high performance culture, providing staff with clear and measurable performance standards, rewarding staff who are performing well and ensuring support to enhance their level of skills and expertise and to develop their careers:

Review	Salary Increase and Conditions
review of the performance development framework	1% payable on 31 March 2011 subject to successful implementation of review outcomes by that date
review of the professional staff classification structure	1% payable on 31 March 2012 subject to successful implementation of review outcomes by that date
review of the academic career structure	1% payable on 31 March 2012 subject to successful implementation of review outcomes by that date

These reviews will be conducted in accordance with agreed timelines and principles in the clauses proposed by the University.

3. **Academic Workloads** - Inclusion of additional provisions to better manage workloads for academic staff which work in conjunction with the University's current guidelines on academic workload models, including:
 - (a) a target maximum of total allocated hours of 1739;
 - (b) a commitment for each academic budget division to develop an academic discipline-specific workload model, which will include a notional proportionate breakdown of the components of academic work as they apply to the particular discipline or budget division;
 - (c) subject to operational requirements, steps to provide one teaching period per calendar year free of teaching to pursue research;
 - (d) an enhanced review process for dealing with individual complaints regarding excessive workloads, including the introduction of a peer review and access to the review of actions procedure;
 - (e) continued monitoring and evaluation of workloads by a workload advisory committee reporting to the OHS Committee.
4. **Fixed Term Employment** - Inclusion of fixed term categories of employment tailored to the University's needs, including an early career academic category, and appropriate associated redundancy provisions. Existing provisions in relation to poor performance and redundancy where the work is no longer required to be performed. Existing fixed term contracts would be subject to renewal provisions under the new Agreement.
5. **Early Career Academics** – Improved career opportunities and development for early career academics, including a refined early career academic clause in fixed term employment categories clause, enabling appointment of early career academics and provisions for training, supervision and appropriate work allocation to establish an academic career

6. **Job Security** - Inclusion of a clear commitment to job security as follows:
- The parties recognise the importance of job security for staff. Until the nominal expiry date of this agreement, the University commits to the goal of no reduction in overall staffing numbers, save for normal turnover and cyclical fluctuations. Whilst seeking to adhere to this commitment the University reserves the right to make adjustments to staffing in areas where restructuring is required. When having to manage any adjustments in staffing, the University will seek to ensure that staff have the maximum opportunity for redeployment.*
7. **Casuals** - Improved conditions for casual academic and casual professional employees:
- (a) Increase in casual loading to 24% from the first pay period on or after 1 January 2010 and to 25% from the first pay period on or after 1 January 2011;
 - (b) Casual staff will be paid at the marking rates specified in the Agreement for all marking required by the supervising lecturer of a subject or course, other than marking that is undertaken during a lecture, tutorial or clinical session, or could reasonably have been undertaken during that lecture, tutorial or session;
 - (c) Increase in superannuation for all casual employees to 9%; and
 - (d) Entitlement to long service leave in respect of future casual service.
8. **Superannuation** – Improved superannuation entitlements:
- (a) 17% contributions for staff employed on Continuing Contingent Funded Contracts; and
 - (b) Increase in superannuation for all casual employees to 9%.
9. **Continuing Contingent Funded Contracts** - Inclusion of continuing contingently funded research contracts of employment offered at the initiative of the University or by application by the staff member, to provide greater job security for eligible research staff:
- (a) a minimum of 3 years previous employment, with minimum of 0.5 FTE;
 - (b) the staff member is research active;
 - (c) have been appointed through an open and competitive selection process; and
 - (d) will be provided with full superannuation and access to the fixed term severance provisions if made redundant when funding ceases.
10. **Research Misconduct** - A process for managing research conduct consistent with and as required by the NH&MRC “Australian Code for Responsible Research Misconduct” will be integrated into the existing procedures for managing misconduct / serious misconduct for academic staff.
11. **LSL** - Improving long service leave entitlements for all staff by:
- (a) paying-out pro-rata long service leave entitlements upon termination of employment after 7 years rather than 10; and
 - (b) providing greater rights for staff to elect to cash out their long service leave entitlement.
12. **Parental Leave** - In relation to parental leave:
- (a) extension of parental leave entitlements to “permanent carers”; and

- (b) agreement to review the impact of the Federal Government's paid parental leave scheme to be introduced in 2011, when full details of that scheme have been finalised in 2010.
13. **Academic Sick Leave** - Inclusion of an agreed approach for dealing with historical issues of academic sick leave accrual, recognising a deemed position of 15 days accrual less 5 days taken, in relation to periods prior to record keeping by the University.
14. **Carer's Leave** - extending carer's leave through an expanded definition of "immediate family member" including Indigenous kinship relationships and where someone is replacing one of the other recognised categories.
15. **Intellectual Freedom** - agreement to retain existing provisions in relation to intellectual freedom from the 2006 EBA.
16. **Performance Development** - agreement to refine the performance management procedures pending the review referred to in 2 above.
17. **Union Representation and Dispute Resolution** – agreement to include:
- (a) union representation on the Review and Appeals Committee;
 - (b) that appointment of chairs to committees to be made by the Vice-Chancellor from a pool of chairs agreed between the VC and the NTEU;
 - (c) the express right for staff to be represented by their union or other representative at all stages of the dispute resolution procedure;
 - (d) union representatives on the dispute resolution committee; and
 - (e) agreement to consult with the relevant union in relation to any significant changes to policies affecting classification and promotion.
18. **Union Access and Facilities** - agreement to:
- (a) provide for payroll deductions for union fees; and
 - (b) time release arrangements as agreed between the parties.
19. **Indigenous Australians** - An express commitment to furthering the employment of Indigenous Australians including developing and promoting Indigenous employment consistent with the Indigenous employment strategy. A further commitment to endeavouring to increase Indigenous Australian employment and participation at all levels of work activity of the University to reflect the broader community profile in relation to Indigenous Australians.
20. **Flexible Working Arrangements** - Enhancing flexible working arrangements, including:
- (a) express recognition of access to various flexible working arrangements; and
 - (b) extending the 48/52 reduced working weeks scheme to offer a range from 44/52 to 50/52 week arrangements.
21. **Renegotiations** - a commitment to negotiations for the next enterprise agreement to commence 3 months prior to the agreed nominal expiry date of the 2009 EBA.
22. **Environmental sustainability** – commitment to review arrangements in relation to environmental sustainability.
23. **AWAs/ITEAs** – agreement to NTEU proposal for such staff to be offered the ability to terminate their AWA/ITEA and revert to the enterprise agreement.
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In exchange for the above offer the University is seeking the NTEU's agreement to the University's position on all other matters, including:

24. **Senior Executive Staff and Coverage** – retention of 2006 EBA exclusion of senior staff as defined in the 2006 EBA (such as the Vice-Chancellor, Deputy Vice-Chancellors etc) and including the Provost, Pro Vice-Chancellors and Deputy Vice-Principals (and equivalent). The Agreement will apply to all other employees, other than those principally employed at separate organisations associated with the University who are involved in the operation of theatrical venues used predominantly for commercial purposes or production companies, such as the Melbourne Theatre Company.
25. **Performance Based Contracts** – In relation to PBCs:
 - (a) the eligibility to offer such contracts to be extended to Heads of Department;
 - (b) eligibility to otherwise be for academic staff at Level E or above who are in receipt of remuneration in excess of \$140,355, and for professional staff employees at HEW10 or above who are in receipt of remuneration in excess of \$137,922; and
 - (c) the ability to offer superannuation choice to such staff.
26. **Classification and PDF Reviews** – Inclusion of express commitment to the reviews and changes in the classification structures and the PDF Reviews identified in the salary increase clause above.
27. **Professional Staff Hours Flexibility**- retention of existing provisions enabling agreement between staff and the University to substitute Saturday / Sunday for a week day and to be paid a 25% substitution loading, including clarification that such provisions can apply by agreement with prospective staff.
28. **Annual Leave** - inclusion of a clause enabling annual leave to be required to be taken during periods of operational close down such as Christmas close down periods.
29. **Model Flexibility Clause** as required by the *Fair Work Act* inclusion of an individual flexibility arrangements clause. The University has proposed the model clause provided under the *Fair Work Act*.
30. **Sports Centre** – amendment to the working arrangements for sport centre staff to align with the spread of ordinary hours with the centre's operation from Monday to Friday.
31. **Other** – Amendments to a number of provisions to clarify their operation, including:
 - (a) express reference in the superannuation provision to the university's discretion to apply the provisions of the UniSuper Deed of Covenant for the 5% flexibility in coverage and contribution level
 - (b) amendments to the termination provisions to take into account the provisions of the *Fair Work Act*;
 - (c) amendments to the process for unsatisfactory performance and misconduct to enable the Vice-Chancellor to refer a matter back for further consideration, rather than a further additional set of allegations or new process being commenced;
 - (d) clarification of the review of actions provisions to clarify that Review of Actions do not apply where the staff member has chosen to pursue another dispute/review process in respect of the same action;
 - (e) amendments to the management of change provisions to make clear reference to direct union consultation and consultation at the budget division level;

- (f) refinement and streamlining of the provisions dealing with medical conditions or disability affecting performance; and
- (g) clarification that separation payments made under the redundancy provisions are paid as genuine redundancy payments, to deliver the most tax effective outcome for staff.

32. **Retention of Existing Provisions** - Provisions otherwise based upon the existing EBA provisions.