Initial “Without Prejudice” ANU Response to NTEU/Unions Log of Claims

1. **Salary Increases and Expiry Date**

That the Agreement operate seven days from the date of its approval and have a nominal expiry date of 31 December 2020.

That the salary rates of all NTEU members employed by the University be increased by 15% (flat) by October 2020.

*ANU agrees with an agreement with a nominal expiry date of 31 December 2020.*

*Any salary increases must be reasonable and sustainable, consistent with the goal of maintaining security employment overall for University staff.*

2. **Improved Job Security**

That the Agreement provide:

a) In relation to redundancy and retrenchment:
   - Where a position is surplus to requirements, the employer will exhaust all options to avoid retrenchment, including retraining, leave and redeployment to suitable alternative work (being work that is appropriate in all the circumstances, considering employee capabilities, capacity to adapt, location, work type, pay grade, time fraction, job security and availability of work).
   - Retrenchment for redundancy may only arise where existing work is no longer required to be done by anyone, and there is no suitable alternative work for the employee to do.
   - Voluntary redundancies thus may only be offered where an employee volunteers for retrenchment within a team or group of staff that is being reduced, after redeployment options have been exhausted, or in voluntary substitution for another employee who is genuinely redundant.
   - Those notified of compulsory retrenchment must be identified through the application of published fair and objective criteria.

*ANU acknowledges the need to refine and improve the current Redundancy, Managing Change and Job Security provisions, for ease of understanding and application for all staff, and would wish to discuss these matters in more detail.*

b) In relation to fixed term contract staff
   - A right to renewal for fixed term contract staff, and for long-term fixed term contract staff, rights to conversion to continuing employment.
   - That the Agreement provide for improved rights to redeployment for long term contract research staff, to avoid non-renewal of contract.

*The current Agreement already details options available to fixed term staff at the expiry of their fixed term appointment, including offers of further appointment.*

c) In relation to casual staff:
   - Recognition of previous service for long-term casuals who have converted/been made ongoing;
   - Eligibility for parental leave for long-term casuals;
• An additional payment for casual teaching staff for time spent in maintaining professional or discipline currency and familiarising themselves with university policies and procedures;
• An increase in the minimum payment per instance of employment for casual general staff to 4 hours’ pay.

ANU would be willing to consider specific proposals of these matters in further detail.

3. Superannuation

That all staff be provided with a 17% employer superannuation contribution.

The current Agreement already provides for reasonable superannuation arrangements, however ANU seeks to improve the flexibility of these arrangements.

4. Academic Workloads

That the Agreement provide for improvements in the allocation of academic workloads including, but not limited to:

a) 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;
b) Appropriate adjustments for leave, significant other allocated duties, and excess-carry-over arrangements;
c) A limit or limits on the period during which an employee can be required to teach;
d) Limits on work related to administration;
e) Agreed processes for decision-making that has workload implications;
f) A peer review process for all academic workloads;
g) Adequate resourcing of technical and online support at the level of the School as it impacts on academic workloads.

It is noted that ANU agreed to changes to academic workloads during the negotiations for the current Agreement, which provides flexibility and consultative processes for academic staff.

5. Professional Staff Development

Improved access to staff development for Professional Staff.

ANU acknowledges the need to review and improve the current provisions around Professional Staff Career Development, and would wish to discuss these matters further.

6. Domestic Violence Leave

That the Agreement provide for:

a) Dedicated paid leave of up to 20 days for staff to deal with matters arising as a result of domestic violence.
b) Provision of training and paid time release for nominated contact persons (including union
representatives or health and safety representatives).

The Domestic Violence provisions within the Agreement already provides staff with access to personal leave to assist staff who may be caught up with domestic violence issues; there is no cap on personal leave required for this purpose.

ANU is willing to make the inclusion of domestic violence leave more explicit in the personal leave provisions in order to highlight this as a personal and non-work related circumstance where the University can provide this support.

7. Improved Parental Leave

That the Agreement provide for improved parental leave, including:

a) 36 weeks paid parental leave with no qualifying period.
b) 15 days' paid partner leave.
c) A right to return from parental leave part-time or on reduced hours.
d) Paid antenatal leave.
e) Provision for safe working arrangements during pregnancy.
f) Appropriate provisions for permanent care orders, comparable to those for adoption.

The current provisions within the Agreement are well in excess of general community standards with respect to parental leave, however ANU is willing to discuss how to clarify to staff and supervisors what options are available.

ANU also notes that some of the components of the Parental Leave provisions require minor amendment to align with changes to the Fair Work Act 2009 and the Maternity Leave Act 1973 (Cth).

8. Improved Work-life Balance

That the Agreement provide for improved workplace flexibility to allow staff to achieve a better work-life balance, including the right to access:

a) Part-time and part-year employment on a temporary or ongoing basis;
b) Job-sharing;
c) Telecommuting/ working from home;
d) Career breaks for up to twelve months.

ANU already has a range of processes in place to facilitate workplace flexibility, including within the current Agreement and the relevant policies and procedure.

9. Aboriginal & Torres Strait Islander matters

Improved Aboriginal & Torres Strait Islander employment clauses.

ANU agrees that this is an important matter, and would be willing to discuss any detailed proposals that the unions wish to provide in this area.
10. Union Resources

That the Agreement provide for facilities, resources, encouragement of Union membership and other benefits for the Union and Union members to assist in the settlement of disputes, to the extent allowed by the Fair Work Act.

*The current Agreement already makes provision for these types of matters, with further detail provided under the Staff Representation Training procedure. ANU is willing however, to consider specific proposals that the unions wish to provide in this area.*

11. Dispute Settlement

Improved disputes procedure.

*ANU acknowledges a need to refine and improve the current Review of Decision and Dispute Avoidance and Settlement provisions, for ease of understanding and application for all staff, and wish to discuss these matters in more detail.*

12. Administrative Updates

Inconsistencies and errors are corrected.

*ANU seeks to simplify the Agreement where required, to make it easier for staff and supervisors to understand and follow. To this end, overly detailed and prescriptive provisions should be refined, combined, or replaced with principle-based provisions with details forming part of University policy or procedures. Any other existing ambiguities and anomalies should also be amended.*

13. No Diminution of Conditions

No diminution of existing conditions of employment.

*ANU will seek to provide fair and flexible employment arrangements to ensure that it is well placed to continue to attract and retain world-class staff. All processes and procedures defined within the Agreement will be efficient and effective and have regard to the need for fairness for staff.*

14. Further Issues

Further issues that may arise during negotiations.

*Noted.*