NTEU Preliminary Response to ANU Log of Claims

1. Salary Increases and Nominal Expiry Date

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

In relation to the nominal expiry date, ANU seeks to:

a) Provide greater flexibility in relation to the commencement of negotiations, by removing the requirement to commence negotiations three (3) months prior to the nominal expiry date; and

b) Align the nominal expiry date with the other Group of Eight Universities (i.e. 31 December 2020).

a) NTEU agrees to remove the requirement to commence negotiations three (3) months prior to the nominal expiry date.

b) It is the intention of NTEU to align the expiry date of the ANU Agreement with the other Group of Eight Universities – 31 December 2020. However, this expiry date will ultimately be dependent on quantum and timing of salary increases.

2. Fixed Term Employment

To enhance the capacity for ANU to respond to challenges around external funding arrangements, ANU seeks to include a process around early termination of fixed term contracts into the Agreement, including severance pay and notice period requirements.

NTEU is focused on improving job security, however we will consider any detail that the University seeks to provide on this item.

3. Research Academic Staff Career Employment

To continue to attract and retain world-class Academic staff, ANU seeks to amend the currently under-utilised Research Academic Staff Career Employment provisions to provide a tenure track program for Academic staff, outlining criteria for tenure and the process for conversion to continuing appointment.
In principle this aligns with the NTEU focus on improving job security and NTEU acknowledges the intent of this claim. We will look at the detail and assess the current utilisation of this category.

4. Probation

ANU seeks to refine and improve the Probation provisions, for ease of understanding and application for all staff. Currently, the process is administratively burdensome and causes confusion for supervisors and staff.

ANU also seeks to extend the notice required by supervisors to recommend annulment or extension of probation.

_NTEU believes probation procedures must be rigorous but also clear to staff and their supervisors. We will assess the detail of any changes put forward by the University._

5. Span of Hours and Hours of Work

ANU seeks to combine the current Span of Hours and Hours of Work provisions, to make these easier for staff and supervisors to understand and follow.

ANU also seeks to review the span of hours for the below classification streams:

a) Information Technology – the current span of hours for Information Technology staff is 8:00am to 6:00pm. Increasing the span of hours to 7:00am to 7:00pm will enable ANU to meet the changing demands and operational requirements of the University community.

b) Library – the current span of hours for Library staff is 8:00am to 6:00pm. ANU wishes to increase the span of hours to 8:00am to 10:00pm, in response to demand for longer library operating hours.

c) Maintenance – the current span of hours for Maintenance staff ANU is 7:30am to 4:00pm. Increasing the span of hours to 6:00am to 6:00pm will enable ANU to meet changing operational requirements to provide client service to the University, and to allow staff flexibility to adjust their working hours seasonally (for instance, commencing earlier due to heat conditions in summer).

d) Research / Technical – the current span of hours for Research and Technical staff is 8:00am to 6:00pm. ANU wishes to discuss flexibility in these hours, in response to the wide-ranging research and technical requirements of the University community.
NTEU has no objection in principle to combining the Span of Hours and Hours of Work provisions.

In relation to proposals at a)-d), NTEU will require detailed information on the need for these changes and will consult widely with our members around these proposals.

6. Superannuation

The current Agreement provides for 17% superannuation, with limited flexible remuneration options.

ANU seeks to provide staff with more options in relation to their overall salary package arrangements under the Agreement, to allow flexible remuneration conditions by improving the ability to utilise the 5% flexibility exception.

NTEU and the University are both attracted to contribution flexibility under Flexichoice. We will consider the detail of any University claim.

7. Exceptions for Overtime Payments

Community Coordinators are casual Professional positions who undertake pastoral care roles within the Halls of Residence. The incumbents are residents at the Halls, with work being performed often outside the span of hours.

The current Agreement allows for certain roles completed on a part time or casual basis to not be paid overtime for work completed outside of the span of hours. The roles include Exam Invigilators, Field interviews, Library and Drill Hall Gallery team. ANU seeks to include Community Coordinators to this list of eligible positions, to better meet the operational requirements associated with pastoral care at the Halls of Residence.

NTEU will consider this proposal in conjunction with our members.

8. Broadbanding

ANU seeks to review the broadbanding of Professional Staff classification streams under the current Agreement. It is noted however, that whilst creating more consistency across classification streams would reduce administrative complexity and improve parity, the cost implications will need to be considered. Any changes to broadbanding will also impact the secondary classification descriptors.

NTEU will await the detail of this proposal. NTEU is not attracted to any proposals which seek to change relativities between jobs.
9. Parental Leave

ANU seeks to review the Parental Leave provisions, with specific reference to:

a) New Birth / Partner Leave: clarifying staff entitlement by specifying the entitlement in weeks rather than working days to reduce confusion for part time staff.

b) Career Re-entry Assistance: expanding the provision to include conditions for access to career re-entry assistance to improve staff retention following Maternity or Adoption Leave.

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).

a) NTEU agrees that the entitlement to new birth/Partner Leave would be clearer if expressed in weeks.

b) NTEU will consider any University proposal in the context of our claim to improve the quantum of paid parental leave.

NTEU also seeks to make minor amendment to the Parental Leave clause to ensure the use of consistent and up-to-date terminology.

10. Christmas Closedown

ANU seeks to modify the Christmas Closedown provision, to require staff to take annual or long service leave for working days other than public holidays over the closedown period, to assist with the management of leave liabilities and excess leave.

This proposal would mean the loss of 3 additional days leave for staff. We will consult with members around this proposal and consider it in the context of all claims made by the University.

11. Professional Staff Development

ANU seeks to review the current provisions around Professional Staff Career Development, and allow more flexibility to provide support through the Professional Staff Development Fund.

NTEU notes the University assurance that the claim would not entail a reduction in funds available for PSD. We will peruse any proposal with interest and in the context of our own claims around this item.
12. Retirement
ANU seeks to provide post-retirement options for staff, which is currently not contemplated in the current Agreement.

It is also noted that the current Agreement has a number of clauses relating to retirement which could be condensed and combined into one provision.

*NTEU will consider these proposals.*

*NTEU agrees in principle that provisions relating to retirement could be combined.*

13. Indigenous Employment
The current Agreement contains a quota of fifty-two (52) Indigenous staff to be employed by ANU by 2016.

ANU will continue to provide a commitment to Indigenous employment matters through the other Indigenous Employment provisions within the Agreement, the University Strategic Plan, and other University policies and practices, which are better focused on cultural change to improve Indigenous engagement.

*The maintenance and adjustment of an indigenous employment target is a cornerstone of the NTEU approach to indigenous employment.*

*We would welcome and consider any additional provisions the University may put forward.*

14. Environmental Sustainability
The current Agreement contains a commitment to environmental sustainability. ANU does not consider this to be a matter for the new Agreement and proposes that this provision is removed, noting that ANU continues to demonstrate a strong commitment to environmental sustainability through policy and practice.

*This is an important commitment. If the University continues to maintain this commitment to environmental sustainability in policy and practice, NTEU agrees that the provision could be deleted from the enterprise agreement.*

15. First Aid
The current Agreement offers a first aid allowance to suitably qualified first aid staff, however there is limited support for staff experiencing a mental health crisis. ANU seeks to modify the First Aid
provision to specify that mental health first aid training is a mandatory requirement for first aid allowance recipients.

*NTEU welcomes a commitment to the mental health of staff. We will consider the scope and content of the University proposal.*

16. Research Misconduct

ANU seeks to review the current Research Misconduct provisions, for ease of understanding and application, by simplifying the current provision, or removing the provision from the Agreement and refer directly to the relevant procedure.

*NTEU believes provisions related to any misconduct must remain in an enterprise agreement. We are open to an analysis of any University proposal to make procedures clearer.*

17. Review of Decision

ANU seeks to continue to review and refine the Review of Decision provision for ease of understanding and application for all staff.

ANU also seeks to clarify the eligible reviewable decisions, which is currently extensive.

*NTEU is open to discussion on this item, however we stress that our members value the procedures and appeal mechanisms in the agreement which protect their workplace rights.*

18. Simulated Patients

ANU seeks to reconsider the current approach to the engagement and remuneration of Simulated Patients.

*This is a matter for the Media, Entertainment and Arts Alliance.*
19. Other Amendments

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.

Examples of these amendments may include, but are not limited to:

a) **Salary Sacrificing** – ANU has revised its policy on salary sacrificing, and the current Agreement does not reflect these revisions.

b) **Allowances** – clarify the distinction between eligibility for overtime and availability allowances, and the emergency availability and continuous standby allowances.

c) **Annual Leave Loading** – update clause to remove the detail used by the Australian Bureau of Statistics (ABS) to calculate the annual leave loading, and refer just to the rates as published by the ABS.

d) **Flextime** – the Agreement provides a detailed and prescriptive paragraph in relation to flextime which could be removed, noting that the clause already states that the administration of flextime is in accordance with University guidelines.

e) **12 hour shift Security Officers** – ANU has outsourced the provision of Security services across the University which means that any reference to conditions specific to these Security staff could be removed.

f) **Outside Studies Program** – this provision contains one sentence referring to the Procedure. This provision could be removed, or combined with an alternate clause.

g) **Career Development and Performance** – ANU has revised the title of the Performance and Development Agreement to Performance and Development Review and the current Agreement does to reflect this revision.

h) **Notice of Resignation and General Notice Periods** – the current Agreement has separate provisions, which could be combined for ease of understanding and application for all staff.

i) **Managing Change, Contracting Out, Job Security and Redundancy** – ANU acknowledges the need to refine these provisions, for ease of understanding and application for all staff. The current Agreement has separate clauses for Managing Change and Contracting Out, which could be combined into one provision, for ease of understanding and application for all staff.
NTEU has identified some ambiguities and anomalies in the Agreement and the parties should discuss these, and those identified by the University with a view to improving the clarity of the Agreement.

NTEU does not by and large see the benefit of ‘principle based provisions’ in an enterprise agreement; they are often not enforceable as they don’t provide any workplace right and/or prevent any workplace action.

NTEU notes the broad proposals put by the University in 19 a) – h).

In relation to item 19 i), job security is a key claim for the NTEU. We will consider any proposals from the University in the context of our key claims and the recent implementation of these clauses at ANU.

We do not have an objection in principle to combining the Managing Change and Contracting Out clauses.