

UNE response to Outstanding matters in academic UNE collective bargaining 14 May 2010

“Without prejudice”

- **Clause 4** – expiry: NTEU seeks 30.06.12 UNE seeks 3.11.12, UNE has always sought the same expiry date for both UNE Agreements as well as the same pay rises on the same dates and seeks to commence renegotiations for both Agreements at the same time. Reducing the nominal term would also give academics a greater pay rise than General + ELC staff which is not the intention of UNE. Can the NTEU explain why it’s National Office seeks an expiry date of 30.6.12 ?
- **Clause 13** – Indigenous clause – NTEU notes that an earlier draft appears to have been mistakenly inserted. We have cut and pasted the correct draft which however did not have agreement from UNE management to the 2.1% target. THIS NEEDS CLARIFICATION. UNE does not and has never agreed with the NTEU proposed wording regarding targets etc. The Acting Director of Oorala Michael Brogan has advised he can attend EB to further discuss.
- **Clause 30 - Retrenchment Review** – The subclause, “The Committee will provide a report to the Vice-Chancellor ...,” (30.15 in an earlier draft) has been inadvertently removed. (It has been reinserted at 30.14) The NTEU argues that the subclause provides clarity to the Committee. Thus,
“The Committee will provide a report to the Vice-Chancellor on whether or not the provisions of this clause were followed, in particular, (a) whether there is a genuine redundancy; (b) whether fair and objective criteria have been used to select staff to be identified as excess staff members; and (c) whether genuine and adequate consultation has been given to measures to avert or mitigate the adverse effects of termination of employment”. This was discussed at EB on 19 April. UNE and the NTEU agreed to delete the above wording and replace with “The Committee will provide a report to the Vice-Chancellor on whether or not the provisions of this clause were followed.” This sentence was inadvertently left out of clause 30.14. UNE also agreed to additional wording at clause 30.8 which does appear in track changes in both the previous UNE document and NTEU document sent 5 May.

Clause 39 -- Misconduct/Serious Misconduct definitions - UNE seeks status quo; NTEU seeks removal of “may include” and the deletion of illustrative examples UNE continues to seek status quo as the proposed NTEU wording is too restrictive given numerous possible scenarios. The illustrative examples provide assistance to both staff and management in understanding the differences between misconduct and unsatisfactory performance.

- **Clause 42.1** – NTEU seeks additional sub-clause: “All decisions to terminate employment will only occur in accordance with the terms of this Agreement”. No other agreement in the sector does not have this wording. UNE seeks status quo, this has never been raised as an issue

during the life of the current Agreement and has therefore never been a problem. This wording does not appear in UNE's General Staff + ELC Teachers Agreement.

- **Clause 50 -- Workloads**

1. Based on further feedback, the issues raised by a change to the teaching year are too complex to deal with here and need further consultation outside the Enterprise Bargaining Process. See items 4, 5, and 6 below. UNE believes after 19 months of EB workloads can be dealt with in the workloads clause and these EB negotiations.
2. 50.4.3 AGREED replace words "The first full semester 2010" with "6 months after this agreement is approved by Fair Work Australia" confirm agreed
3. 50.4.5 AGREED replace with "Where a staff member without good reason, has an overall workload which is close to or below the minimum for the applicable cluster, and has little evidence of outcomes from research, scholarship, creative achievement and professional activity, the supervisor will be required to advise the staff member of this concern, meet with the staff member and develop a plan to address the reduced workload or to adjust the load." This is Not Agreed as the NTEU has now changed its position from EB on 19 April and put forward a claim in 4 below which UNE understood 'was off the table'.

UNE seeks the following words in lieu of 50.4.5 above. I note that the NTEU has agreed to the same words at UWS.

All employees will have the right to negotiate some research as part of their individual workload Agreements: however where an employee has had opportunities to produce research outcomes and, over a period of time (eg the previous 3 years), without good reason, has consistently not produced evidence of reasonable productive engagement in research consistent with the expected outcomes for their academic level, discipline and performance planning and review plan, their entire workload may be allocated to activities other than research.

Employees who have a demonstrated record of achievement in research related activities may have a substantiated part of their workload allocated to research related activities in their individual workload.

- ~~3.4~~ With regard to sub-clauses 50.5.1, 50.5.2, 50.5.3 and 50.5.4, the NTEU adopts the view that the wording needs to be revised in light of final wording on other sub-clauses dealing with change to the teaching year (see items 5 and 6 below).

5. UNE proposes the insertion, before 50.5.5: "For the purposes of sub clauses 50.5.5 and 50.5.6 a reference to a Semester or Trimester does not include Summer School, Residential School or other teaching session that is not considered traditional semester or trimester teaching."

50.5.5 UNE proposes in response to NTEU "In the event that the University implements a trimester teaching year a minimum condition shall be that staff will teach in no more than two in every three trimesters per annum. Such a change may be made on a School by School basis."

6. 50.5.6 UNE proposes in response to NTEU "In the event that a present two semester, trimester or mix of semester/trimester teaching year is maintained, staff will not be required to engage in teaching course work students for more than two semesters in a year or to teach in a pattern that would prevent them from obtaining 13 weeks of non teaching time per annum. This 13 week non-teaching period can be spread over a maximum of two periods regardless of the number of teaching sessions. This period(s) is in addition to the Christmas break provided at clause 23 of this agreement and potentially taking 4 weeks annual leave per annum."

NTEU position: Delete all the text in 5 and 6 above, and we seek the wording:

Changes to the teaching year (e.g. trimester, semester, summer schools, and traditional non-teaching periods) will be subject to agreement consultation with the NTEU.

UNE seeks the word consultation as opposed to agreement. This is status quo at 44.2.8 and consultation is implied but not specified in the pre HEWRR'd Agreement at 28.3.

Staff teaching a mix of semesters and trimesters will not be required to engage in teaching course-work students for more than two teaching periods in a year.

Not Agreed - UNE seeks the status quo at 44.2.6d and the pre HEWRR'd Agreement at 27.4.8 that is "Staff members who teach trimesters only, no staff member will be required to teach more than 5 trimesters in a two year period."

UNE seeks as previously advised "A reference to a Semester or Trimester does not include Summer School, Residential School or other teaching session that is not considered traditional semester or trimester teaching." This is in line with clause 28.2 of the pre-HEWRR'd Agreement.

7. AGREED 50.5.7 “Regardless of whether or not the University implements change to the structure of the teaching year, staff will not be required to work in a pattern that would prevent taking a four-week block of annual leave.” Confirm agreed
8. 50.7.1: HDR weighting -- NTEU cannot accept the insertion of the word ‘normally’ immediately before the words “weighted times 2 to one Full-Time Equivalent (FTE)”, and therefore cannot accept the insertion of the words, “This weighting may be varied by individual school workload policies as set out in sub-clause 50.3.1”. NTEU’s position is that it is unwise, to say the least, to open the gate to any school to reduce the weighting for HDR supervision. (This was discussed on 13 April, but not on 19 April). We would be perfectly agreeable to other wording to allow *positive* flexibility, such as: “weighted *no less than* times 2 to one Full-Time Equivalent (FTE)” (in which case we could accept the later wording UNE seeks status quo wording at clause 44.3.1 ie “(HDR) EFTSL (weighted times 2) to one Full-Time Equivalent (FTE) academic staff member”)
9. 50.7.2 AGREED “Timely teaching relief will be provided for individual staff members who exceed the maximum level provided in school workload policies and/or the maxima specified in sub-clause 50.7.4” confirm agreed
10. AGREED replace second sentence in 50.7.4 with “Subject to these principles, TSI loads will normally fall within the cluster ranges shown below, which Schools use in the development of their workload policies.” confirm agreed
11. AGREED 50.7.4 TSI range for Mathematics, Statistics & Computing is 16 to 24. confirm agreed
12. UNE will AGREE to replace 50.7.7 with “Every attempt will be made to not increase staff-student ratios during the life of this agreement.” NTEU to respond. NTEU will agree to this much weaker sub-clause if the following words are inserted at 50.7.4:

“A staff member who is research- and service-active shall be allocated a TSI load no greater than 85% of the applicable TSI maximum figure specified in this sub-clause.”

This would be a significant concession on the part of the NTEU, as it conceivably allows student-staff ratios to increase beyond any mid-point. And on the reasonable assumption that not every academic is research and service active, it allows the ratio (as an average, and in individual cases) to increase beyond the previously sought mid-point. NOT agreed - a TSI load of 85% of the applicable

TSI maximum is actually below the mid point for some TSI ranges contradicting the above NTEU claim that this is a significant concession as in reality the NTEU has increased its claim for some TSI ranges.

UNE has stated since the commencement of EB that it does not agree to the NTEU 'mid point' claim to reduce teaching to provide more time for research and service. Research and service can be achieved during non teaching time which is effectively 26 weeks per annum for most academics. UNE continues to seek "Every attempt will be made to not increase staff student ratios during the life of this agreement."

13. 50.10 Principles of Availability - replace words "three days or more" with "two days or more" remainder of sub clause is status quo. This was agreed to by NTEU in the context of what we thought was the positive spirit of meetings on 13 and 19 April. Confirm agreed
- Sub clause 61.2 AGREED to replace words "31 December 2009" with "4 months after the agreement is approved by Fair Work Australia". Confirm agreed
- Schedule 2
Pp.67-69: four instances of amending references to "reasonable contemporaneous"
UNE agreed to delete the word 'reasonable' before 'contemporaneous' but the NTEU has deleted words regarding any marking and student consultation which appear in the same sentence which was never raised by the NTEU previously and is not agreed by UNE.