



James Cook University

NTEU Log of Claims

The NTEU seeks to negotiate an Agreement, to be called the James Cook University Enterprise Agreement, and serves this Log of Claims to facilitate bargaining.

1. SALARY INCREASES AND EXPIRY DATE

1.1 That the Agreement operate from seven (7) days after the date of its approval and have a nominal expiry date of 30 June 2016.

1.2 That the salary rates for all NTEU members employed by the University be increased by 7% per annum (flat).

2. INDIGENOUS EMPLOYMENT

2.1 TARGETS

The University will review and improve its Indigenous employment strategy (including setting new binding targets) and incorporate these within the Agreement.

2.2 LEADERSHIP

That the Agreement provide for the establishment of the position of Deputy or Pro Vice-Chancellor (Indigenous).

2.3 LANGUAGE

That the Agreement provide that an employee who is required to use Indigenous Language in the course of their employment shall be paid an Indigenous Language Allowance.

3. COVERAGE AND RENEGOTIATION

3.1 That the Agreement apply to all employees of the University; or to those employees not covered by an unexpired Agreement if agreed by the parties.

3.2 That the Agreement apply to Residential Assistants and other employees working in JCU Halls of Residence.

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

4. DISPUTE SETTING PROCEDURES

That the Agreement contain transitional provisions to ensure the fair and appropriate carry-over of disputes and proceedings from the previous Agreement.

5. JOB SECURITY, REDUNDANCY AND CONSULTATION ABOUT CHANGE

5.1 That consultation arrangements prior to organisational change be improved.

5.2 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.

5.3 That the Agreement incorporate an improved and robust redeployment process that outlines the rights of employees whose positions are at risk of disestablishment to a period of supported

redeployment search, and that outlines the criteria by which redeployees will be assessed for redeployment opportunities.

5.4 That severance payments for redundancy and voluntary separation be increased.

5.5 That the Agreement provide for fairer and more transparent processes for dealing with matters of misconduct/serious misconduct and unsatisfactory performance.

6. PROFESSIONAL AND TECHNICAL STAFF CLAIMS

6.1 Enforceable Classifications

That the Agreement ensure that each employee, including casual employees, has a clear entitlement to be classified at whichever classification corresponds to the work performed by the employee for the employer.

6.2 Classification Procedures

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

a) All staff will have an agreed position description that matches the job they do, and position descriptions must be jointly reviewed at least once every five years or more frequent as part of annual review discussions. Position descriptions will be linked to relevant descriptors and position classification standards relevant to the work being done.

b) All staff will have regular access to an independent assessment or review of their classification. In order to seek an assessment, a staff member will not need advance approval by their supervisor. 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.

c) 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.

d) No classification decision will be influenced by budgetary considerations.

e) Research positions must be classified on the duties required, not on the basis of the grant funds applied for or received.

6.3 Individual Work Value Advancement

6.3.1 Where the additional work value that an employee brings to a job, by virtue of their particular skills or capabilities do not form part of the ongoing requirements of the position, or cannot be easily recognised through the classification process, they should have the right to apply, and be independently assessed for, advancement to part or all of the next classification. When the employee's position requirements have changed, the position should still be assessed for reclassification.

6.4 Staff Development Fund

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 general 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:

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

6.5 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:

- a) A secondment register will be maintained to advertise secondment opportunities and to keep a register of secondment positions and interested staff.
- b) Professional and Technical 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.
- c) 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.
- d) A fixed-term staff member will have the right to take up any continuing position where they are the successful applicant.
- e) 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.

6.6 Excessive Workloads

6.6.1 That the Agreement provide that the University shall take all reasonable steps to ensure that 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 as prescribed. TOIL will accumulate and such accumulations will only be reduced by time taken.

7. ACADEMIC WORKLOAD CLAIM

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.

8. NEW SUBJECT DEVELOPMENT

That the Agreement provide that, except in circumstances of replacing employees who become ill at late notice, continuing and fixed-term academic employees will not be required to co-ordinate a subject that they have not previously taught before without four weeks' notice exclusive of leave. Academic staff with twelve months service or greater will not be required to co-ordinate more than one subject that they have not previously taught before per semester.

9. ACADEMIC WORKFORCE ISSUES

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 usually 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 no less than 80% of the work previously done by casual employees, and 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.

10. ENHANCEMENT OF EARLY CAREER DEVELOPMENT FELLOWSHIP SCHEMES

That the Agreement provide for the Early Career Development Fellowship Scheme to be enhanced, the number of ECDFs to be increased, and that ECDFs be centrally funded.

11. EXISTING CONDITIONS OF EMPLOYMENT AND ORGANISATIONAL RIGHTS

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. SUPERANNUATION

12.1 That the Agreement provide for employer superannuation contributions of 17% over the life of the Agreement for all employees.

12.2 That the Agreement incorporate, or provide for the incorporation of, the outcomes of the deliberations of the Uni Super 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).

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

13. DOMESTIC VIOLENCE

That the Agreement:

a) 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.

b) 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

c) 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.

14. FIXED-TERM EMPLOYEES AND PARENTAL LEAVE

That employees (other than replacement employees) whose fixed-term contracts terminate while the employee is pregnant shall be entitled to such contract extension as would be necessary to take them to the end of parental leave if they had been continuing, except where the work required is actually to be discontinued.

15. ANNUAL LEAVE

15.1 No deeming for academic employees

That the Agreement provide for annual leave to not be deemed for academic employees. Annual leave balances will only be decreased by leave actually taken.

15.2 Access to annual leave

That the Agreement provide for all employees giving a minimum of six months' notice to be entitled to take annual leave at a time of their choosing, providing this entitlement is not used routinely during operational peaks/teaching periods.

16. PERFORMANCE REVIEW FOR CASUAL EMPLOYEES

That the Agreement allow any casual Academic employee who has taught more than three consecutive semesters, or casual Professional and Technical employee with 18 months continuous service will be able to request and participate in the Performance Management Program. Casual employees cannot be required to participate in the Performance Management Program.

17. ALLOWANCES AND LOADINGS

17.1 Clinical Loadings

That the Agreement expand and improve the coverage of Clinical Loadings to doctors, dentists, veterinary surgeons, physiotherapists, occupational therapists, pharmacists and other academic employees who are qualified practitioners working in disciplines with a clinical component.

17.2 Competency Allowance

That the Agreement clarify and improve the coverage of the Competency Allowance so that it applies to all pertinent competency qualifications, with particular reference to qualifications held by Estate staff.

17.3 First Aid and Building Safety Allowance

That the Agreement require the First Aid and Building Safety Allowance to be paid weekly, not on a daily basis, and that there be no pro-rata reduction for fractional staff or for absences from the workplace.

17.4 Relocation Allowance

That the Agreement provide for a Relocation Allowance. Where employment is accepted to work in remote locations, such as Thursday Island and Mt Isa, by a person who does not live in the location, the employee and their immediate family will be offered relocation expenses to the remote location as part of their offer of appointment. Such employees will be provided with relocation expenses back to their original location upon termination of their employment for any reason, regardless of whether or not they were recruited to the remote location prior to the approval of this Agreement.

17.5 Work Health & Safety Duties Allowance

That the Agreement provide an allowance of \$1000 per annum for all employees (other than those employed solely in WH&S roles) who are elected by their work group or nominated by their employer as having WH&S responsibilities. Such employees will receive appropriate training at the expense of the employer. WH&S duties will count as part of the employee's normal hours, and a corresponding amount of work must be removed from their existing workload.

18. NOTICE OF TERMINATION – ACADEMIC APPOINTMENTS OF LESS THAN TWELVE MONTHS

That the Agreement require a shorter period of notice on the part of an academic employee where the academic employee is on a fixed-term appointment of less than twelve (12) months.