

OFFER FOR A PROPOSED MONASH UNIVERSITY ENTERPRISE AGREEMENT (ACADEMIC AND PROFESSIONAL STAFF) 2013

Monash University has been engaged in extensive negotiations with the NTEU for a new enterprise agreement.

It is timely for Monash to now make a final package offer, including a pay-offer, in settlement of all issues.

The key features of this Monash offer are summarised below and detailed terms of the proposed new agreement, showing changes from the current enterprise agreement, can be found at <http://www.adm.monash.edu.au/enterprise-agreements/enterprise-bargaining/draft-agreement.html>.¹ The specific proposed clauses referred to in this offer document are attached.

1. Pay offer

The University proposes a series of increases to salary with a quantum of 2.5% per year to 2016, as detailed below.

The timing of the increases is set out in the table below:

2.5% on the first pay period following the approval of the agreement

2.5% on the fpp one calendar year following the approval of the agreement

2.5% on the fpp one calendar year later (actual dates to be inserted)

These are reasonable and sustainable salary increases for academic and professional staff, consistent with the goal of maintaining security of employment overall at Monash.

2. Agreement duration

The University proposes a nominal expiry date for the new agreement of 30 June 2016.

3. Scholarly Teaching Fellows (clause 16A)

The University will provide for a new category of staff called Scholarly Teaching Fellow (STF) to advance the University's goal of excellence in learning and teaching and to offer sustainable alternatives to long term sessional academic employment. This new category of staff member will also provide a transitional pathway for staff from sessional engagement to teaching and research appointments. The University commits to a target of employing STFs equivalent to 5% of sessional staff FTE as at 1 January 2014. STFs may be full time or part time and filled on a fixed term basis or where appropriate on a continuing basis.

4. Academic workloads (clause 59)

There will be provision for an Academic Workloads Advisory Committee to include a member of academic staff nominated by the NTEU. The AWAC shall monitor workload trends and the operation of workload models. The AWAC may make recommendations about these matters to the University.

Provision has also been made for consultation with affected staff and the NTEU prior to making any significant changes to faculty or discipline-specific quantitative research performance standards. Commitment has also been made that where changes of this kind are

¹ The references to clause numbers are references to clause numbers in the proposed new agreement (except existing clause 61 – Summer Teaching Period).

made, they will not be applied retrospectively to staff and staff will be given an appropriate opportunity to meet the changed performance standards.

Importantly a new provision will require the University to make an allocation of hours for a staff member's teaching and teaching related duties and to advise the staff member of that allocation. The allocation of hours will represent an estimate of the time that a competent academic of the staff member's level and experience would be expected to take to perform those teaching and related duties within the faculty or academic unit. Additionally in establishing the annual allocation of the staff member's teaching and teaching related duties the University will take into account the quantitative research performance standards of the academic unit and any teaching and teaching related duties worked in excess of the staff member's allocated teaching hours in the preceding year. If substantive amendments and variations to teaching allocations are necessary, the University will discuss this with staff affected by any changes.

5. **Family Violence (clause 45A)**

Provision for staff to be paid up to five **paid** days of family violence leave per year for absences due to family violence experienced by the staff member, where the staff member's accrued sick leave balance is 10 days or less.

6. **Probationary Academic Staff (clause 58)**

Probation periods for academic staff will be a maximum of five years. This will provide greater certainty for staff than the current provision (which provides for a three year probation period that can be extended by up to two years). The five year period allows time for a proper assessment of an academic staff member's research and publication pipeline, before a decision is made to confirm, or not confirm, the appointment.

7. **Indigenous employment (clause 70)**

Provision that the University will use its best endeavours to achieve new targets for indigenous staff employment consisting of 41 FTE indigenous staff by 31 March 2014, 47 FTE indigenous staff by 31 March 2015 and 54 FTE indigenous staff by 31 March 2016. Also an Indigenous Employment Working Party will be established to develop performance indicators for the University's Aboriginal and Torres Strait Islander employment strategy.

8. **Redundancy entitlements (clause 47 and 48)**

Minimum notice period of 22 weeks for all redundant academic staff. Removal of age-based (and potentially discriminatory) severance entitlements for all new staff engaged after the commencement of the new agreement. Otherwise, present severance benefits of staff are maintained. Redundancy review preserved for academic staff, except those engaged after the commencement of the new agreement. Entitlement of redundant fixed-term staff to 6 months' redundancy pay (instead of the current position which caps redundancy pay by reference to the remainder of the period of the contract).

9. **Consultation in relation to roster change and hours of work (clause 77)**

Provision requiring consultation with staff in relation to proposals to change a staff member's regular roster or ordinary hours of work. The University proposes to expand the current arrangements for consultation about change encompassing changes to rosters and hours of work to maximize the depth and clarity of communications with staff about working arrangements and to assist staff to better manage their work/life balance.

10. **Committees and Chairpersons (clause 11)**

Removal of complex provisions relating to appointment of chairs of review and appeal committees established under the Agreement. These provisions are to be replaced with a

simple provision allowing for appointment of Chairs by the Vice Chancellor from a pool of chair persons established by agreement between the University and the NTEU.

11. Mode of employment - Fixed term staff categories (clause 16)

Creation of a number of additional categories of fixed term employment to increase flexibility and opportunities for employment in particular situations. The new categories consist of:

- (a) "measures to provide security of employment" - this will allow engagement of staff for teaching and research and research only work, to provide security of employment where the work would otherwise be performed by casual staff;
- (b) "sudden and unanticipated rise in student enrolments" - this will allow fixed term engagements for up to three years from the date of the sudden and unanticipated increase in enrolments in a particular area (with a maximum engagement period of three years); and
- (c) "convertible tenure track" - this will allow employment of new academic staff for a period of three or five years on the basis that at the expiration of the contract the employment will convert to continuing employment, unless performance expectations have not been met or there is insufficient productive work available at the expiry of the contract.
- (d) "externally funded contract employment" – to provide greater clarity around fixed term employment in areas of the University engaging in commercially funded research and other similar activities (etc)

12. Professional staff span of ordinary hours (clause 71)

Provision that for professional staff the span of ordinary hours during which normal work may be performed to be 7:00 am to 9:00 pm, Monday to Friday.

13. Summer teaching period (clause 61 deleted)

The previous provision regulating the intensive summer teaching period over the summer teaching period has been deleted. Provision of specific restrictions and conditions for teaching during summer periods is not compatible with the strategic needs of the University.

14. Consultation about change (clause 13)

The University has reverted to the consultation about change provision that applied under the 2005 Monash Enterprise Agreement. That clause is simpler and provides a more effective consultative framework than does the current clause.

Conclusion

The University's offer is put forward as a package deal. It contains positive elements for both the University and for staff. It is a balanced offering and where components of this offer reduce complexity or provide greater flexibility or discretion to the University these are offset by improved benefits for staff and assist with the long term viability of the University and its ability to grow and to provide secure employment to all staff.