

15 July 2009

***Without Prejudice***

Professor Alan Pettigrew  
Vice Chancellor  
University of New England  
ARMIDALE NSW 2351

Dear Professor Pettigrew,

***Re: status of negotiations for our collective union agreement***

In our bargaining meeting held Tuesday 7 July 2009, the NTEU committed to provide management with a without-prejudice document outlining the status of NTEU's claims and to assist further negotiations. It is worth noting immediately that, given the length of time of bargaining, the parties have not progressed a number of key conditions as well as we might have, due to the continued refusal of Management to provide the NTEU with essential information to assist the parties to bargain in good faith, including but not limited to (1) fortnightly updates on new enrolments with comparative figures from 2008; (2) fortnightly updates on student load, in terms of student numbers and EFTSL, with comparative figures from 2008.

Regarding the status of key employment condition claims, in no particular order, the NTEU notes that:

- **Academic Workloads:** Although in-principle agreement has been reached to retain the EFTSL model, the parties need to finalise an agreed clause which ensures this and maintains and develops equitable, transparent workloads across the University for the life of the agreement. Management have committed to send a draft Academic Workload Clause to the NTEU team on Monday 20 July, so that the NTEU can review the clause prior to next scheduled EB meeting.
- **General Staff Classification Procedures:** As discussed on 7/7/09, the clause proposed by Management remains unacceptable, as it does not provide a process to consult and resolve disputes about position descriptions. Nor does it provide for the procedural fairness of a committee with appeal rights, which would (1) ensure that decisions are conveyed in writing to the employee, (2) provide reasons for the decision which only relate to an agreed position description and classification levels, and (3) ensure General Staff classifications are not made in relation to budget but reflect the level of work performed. The NTEU proposes the attached clause.
- **ELC staff:** The parties need to finalise rates of pay and workloads.

- **Individual Flexibility Clause:** The NTEU proposes the attached clause – the NTEU therefore proposes the deletion of Clause 18 Salary Packaging from the current agreement, for placement in IFC.
- **Parental Leave:** The NTEU has claimed improved rights to return to work after Parental leave, and also requires the NES extension to be reflected in the Agreement – the parties have not yet reached agreement on this clause.
- **Indigenous Staff:** The NTEU have sought a series of improvements for Indigenous staff based on our clause of 13/10/08. Management have agreed to a committee. The NTEU requires union representation on the committee, and that the committee sets agreed targets. An Indigenous travel fund is not yet agreed; the objective of a senior Indigenous academic position is not yet agreed.
- **Union rights:** Parties-to-agreement clause: The NTEU tabled a clause and the management committed (7/7/09) to redraft. Office facilities – agreed in principle, parties to finalise. Payroll deductions – management are seeking advice and will respond at next meeting, Staff lists - management seeking advice. Trade Union Training, Time Release for Branch Presidents and representatives: agreed in principle, parties to finalise clause. Renegotiation of agreement: agreed in principle, parties to finalise. Inductions and Information: Inductions information agreed, NTEU seeks representative to present at inductions.
- **Email surveillance:** agreement in principle, further drafting required.
- **Primary place of work:** agreed, wording to be finalised by parties with reference to UNE policy – Unions to receive and review policy as committed on Tuesday 7 July.
- **Managing Change:** agreed, reflecting changes discussed 7/7/09, contingent upon the Union's proposed changes to the transfer clause relating to General Staff.
- **Restoration of HECE categories:** agreed; and further the NTEU seeks to maintain conversion procedures for fixed term staff. The NTEU also seeks to include in the first paragraph (12.1) of the current clause 12, **Entitlements related to fixed term employment**, the following sentence: "A staff member must not be engaged and re-engaged nor have his/her hours reduced in order to avoid any obligation under this clause" to prevent forced breaks in employment.
- **Restoration of Rights lost due to HEWRRs and WorkChoices:** The NTEU is still seeking agreed finalisation of our Medical Retirement, Misconduct, Unsatisfactory Performance, Redundancy, Grievance and related appeal clauses. Job Security – Management has rejected the NTEU clause on job security which was a restoration of pre-HEWRRs conditions – NTEU requires this clause be agreed.
- **Intellectual Freedom:** The NTEU submitted a clause on 10/10/08. Management rejected key elements of our claim – the matter is not resolved. NTEU proposes the attached clause.
- **AWAs & ITEAs:** the NTEU tabled clause, agreement in principle; draft to be finalised as committed Tuesday 6 July 09.
- **Contract Research Staff:** The NTEU made a claim on 12/6/09, to date no progress has been made on this issue – the NTEU requires improved job security for contract research staff. The NTEU proposes the attached clause.
- **Dispute resolution procedures:** The parties have made progress on this clause, and the parties have noted on 7/7/09 the changes sought to include the powers of FWA as discussed; further the NTEU seeks to ensure the clause can resolve a broad range of industrial disputes which pertain to the employment relationship.
- **Environmental Sustainability:** The NTEU seeks the inclusion of a clause which commits the parties to improving sustainability during the life of the agreement for the job

security of employees, and to retain the UNE leadership of this issue in the higher education sector – Management have refused to discuss wording for agreement.

- **Childcare:** The NTEU has proposed clause – Management have refused to discuss wording for agreement.
- **NTEU requires one agreement for all staff** — Management is proposing to increase the number of agreements from one to two.
- **Family and Community Leave:** The NTEU require improvements. We seek to make the provision more flexible, and further require the removal of the word “unexpected”. NTEU supports the attached clause.
- **General Staff Workloads:** agreed by management on 29/5/09 as part of a package that includes TOIL, overtime, annual leave and long service leave.
- **Time of in lieu for General Staff:** agreed by management on 29/5/09 as part of package (see above).
- **Academic Promotions:** The NTEU first tabled this clause on 17/11/2008. Agreement has still not been reached. The NTEU proposes the attached clause.
- **Academic Casuals:** the parties have not reached agreement on:  
a significant improvement in casual academic pay, including pay for all duties performed and hours worked; incremental progression for casual employees, improved definition of duties and roles for the full range of casual academic employees; an increase in preparation time for casual lectures and tutorials; Improved superannuation; establishment of a casual staff development fund; a limitation on the extent of casual employment, arrangements allowing designated casuals access to more secure forms of employment and career development opportunities; improved facilities, inclusion of casual staff and continuing access to university resources between contracts.
- **Bullying:** The NTEU seeks a clause which protects staff from bullying and provides a process for resolution – agreed in principle – parties to finalise.
- **Superannuation:** The NTEU seeks improved superannuation pay for fixed-term one-year contracts and casual staff. The NTEU proposes the attached clause.

Further, the NTEU seeks to retain all current employment conditions and rights not discussed above. Finally, on 1<sup>st</sup> July the parties discussed a possible settlement point (for academic staff) of a minimum pay figure of a flat 16% (this will be a higher rate when compounded) by June 2012, which would be contingent upon resolution of the above outstanding matters.

We look forward to receiving Management’s response on Monday 20 July 2009.

Best regards,

**The NTEU Bargaining Team**

Cc  
**Graham Webb**  
**Frank Strbik**  
**Vicki Anderson**  
**Margaret Lockyer**