



2 April 2008

Ron Watts
Director
Human Resources
Chancery
ANU

Dear Ron

Please find attached a joint log of claims from the National Tertiary Education Union (NTEU) and the Liquor, Hospitality and Miscellaneous Union (LHMU) for a variation to the existing ANU Certified Agreement or for a new Union Collective Agreement with the University pursuant to s328 of the Workplace Relations Act. NTEU and LHMU seek to include in that Agreement or variation (or other appropriate instrument or arrangement where necessary due to prohibited content) the pay and conditions for its members as set out in the attached log.

You will note from the Log that NTEU and LHMU are seeking a relatively short variation or Agreement expiring 31 December 2009. The reason for this is that the legislative and funding arrangements for universities through to 2011 (being the date an ordinary three-year Agreement would conclude) are not yet clear.

NTEU and LHMU instead seek a commitment to resume negotiations at the end of 2009 for a "roll-over" 2010-2011 Agreement, on the basis of the content of the 2009 Agreement and additional claims only in respect of:

- a) matters that are no longer constrained by WorkChoices and associated regulations;
- b) further salary increases, and
- c) unexpected developments that materially affect the industrial relationship between the parties.

We welcome the commencement of bargaining negotiations with University management and seek to conclude an Agreement within two months. To this end, NTEU and LHMU suggest following the proposed bargaining on a weekly basis for the three periods of four hours at a time, moving to more intensive (day-long) bargaining sessions as needed.

In addition to the endorsement by members for our Log of Claims, members have also strongly supported the following motion:

“That the ANU Branch of the NTEU is opposed to the introduction of performance pay system and the abolition of salary increments at ANU.”

We hope at our next scheduled meet with the University's Bargaining Team, the University will be in a position to respond substantively to the Unions' Log.

Yours sincerely

Derek Corrigan
President
ANU Branch



JOINT NTEU and LHMU LOG OF CLAIMS on ANU April 2008

The National Tertiary Education Union (NTEU) and the Liquor, Hospitality and Miscellaneous Union (LHMU) seek a variation to the current ANU Certified Agreement (The Varied Australian National University Enterprise Agreement 2005-2008), or a new agreement to be known as the **Australian National University Enterprise Agreement 2008-2009** (“the Agreement”) with the University, and:

1. Salary Increases

That the salary rates for all NTEU/LHMU members employed by the University be increased by 9% from the date of expiry of the Varied Australian National University Enterprise Agreement 2005 – 2008 (16 March 2008), and by a further 9% from 16 March 2009 and 9% from 16 March 2010.

2. Expiry Dates and Three-Year Framework

That the parties agree on an overall 3-year framework for salaries and employment conditions, comprising:

- a) a comprehensive variation or Agreement operating from the date of lodgement until 31 December 2009 which fully settles all matters other than the following reserved items:
 - matters that are no longer constrained by WorkChoices and associated regulations;
 - further salary increases until June 2011; and
 - unexpected developments that materially affect the industrial relationship between the parties.
- b) A replacement Union Collective Agreement for the period December 2009 – June 2011 incorporating the 2009 Union Collective Agreement and settlement of the reserved items.

3. Restoration of Employment Rights lost due to HEWRRs and WorkChoices

That rights lost or moved to policy, in the negotiation of HEWRR-compliant Agreements, whether individual or collective, substantive or procedural, be restored in full, including but

not limited to Termination of Employment, Job Security, Discipline Procedures, and Types of Employment.

That the limitations imposed by the Higher Education Contract of Employment (HECE) Award on the use of fixed term employment (as amended to 2000) be restored.

That in relation to enhanced severance for fixed term contract employees, rights to conversion, or rights to further employment, and like matters, the Agreement provide for retention of these provisions to the extent that they are relevant following the reinstatement of limitations on the use of fixed-term employment.

4. Casual Employment

That, in relation to casual employees, the Agreement provide for:

(a) Monetary Issues

- A significant improvement in casual academic pay, including pay for all duties performed such as all marking, required reading, administration and web CT development paid as hours worked and an increase to 25% for casual loading;
- Improved definition of duties and roles for all types of casual academic work;
- An increase in preparation time for casual lectures;
- Caps on tutorial class sizes;
- Improved superannuation to 17%;
- Incremental progression for both academic and general casual staff;

(b) Career Paths and Job Security

- A limitation on the extent of casual employment;
- Arrangements allowing designated casuals access to more secure forms of employment and career development opportunities;

(c) Resources and Collegiality

- Improved facilities and, where appropriate, necessary allowances;
- Inclusion of casual academic staff in the collegiate activities and life of the relevant academic work unit.

5. Grant funded Research Staff

That the Agreement provide more secure forms of employment, and improved employment conditions for fixed term staff funded by special grants and other forms of “soft money” including limitations on the use of fixed-term contracts and conversion processes to continuing employment for fixed-term staff.

6. Parental Leave

That the Agreement provide for improved parental leave, including more flexible return to work arrangements and 3 weeks paid paternity leave.

7. Superannuation

That the Agreement protect and improve existing superannuation contribution levels and arrangements and improve superannuation payments for fixed-term and casual staff not receiving full entitlements.

8. Carers' Leave

That the Agreement provide for improved carers' leave, including more flexible working arrangements in relation to caring responsibilities including for staff with elderly parents or other dependents.

9. General Staff Classification

That the Agreement prescribe clear, comprehensive and objective procedures for classifying general staff, which include agreed position description, joint classification processes and determinative appeal rights and a provision whereby the staff member is reclassified by default if the reclassification application is not dealt with within a timeframe to be prescribed in the Agreement.

10. Intellectual Freedom

That the Agreement include procedures and policies which protect and promote the rights and freedoms of staff members to comment and engage in public debate, including a debate on the operation and governance of the University.

11. Indigenous Employment

That the Agreement include an Aboriginal and Torres Strait Islander employment strategy, developed in conjunction with NTEU, and recognising that a supportive working environment for Aboriginal & Torres Strait Islanders requires the redress of racism, social injustice, exploitation and employment inequity.

Reflecting the parties' commitment to the principles of Aboriginal and Torres Strait Islander Self-Determination, social and restorative justice, and cultural affirmation, the Aboriginal & Torres Strait Islander employment strategy will seek to:

- a) maximise staff development along with the transfer of job skills and information in order to increase Indigenous knowledge, independence, remuneration, job security and self sufficiency;
- b) increase, encourage and foster Indigenous employment and participation at all levels of work activity;
- c) facilitate and encourage the direct involvement of Indigenous employees in determining their own career strategies, goals and objectives.
- d) establish clear and enforceable targets for Indigenous employment, together with an Indigenous Employment Development and Monitoring Committee to oversee fulfilment of these targets;
- e) establish a senior Indigenous position within the University with responsibility for Indigenous matters.

12. Workloads and Staffing Levels

That the Agreement provide for substantive and clear regulation of workloads of academic and general staff.

13. Coverage

That the Agreement apply to all employees of the University and of its related or subsidiary bodies provided that the terms of the Agreement shall apply according to the relevant legislation after the nominal expiry date of any extant Agreements covering those bodies.

14. Dispute Settling Procedures

That the Agreement (or other appropriate instrument or arrangement where appropriate or necessary due to any legal limitations) provide for fair, effective and timely arbitration of disputes at the request of either party to the Agreement, and Union involvement in all dispute settlement leading to arbitration.

15. Union Rights and Resources

That the Agreement (or other appropriate instrument or arrangement where appropriate or necessary due to any legal limitations):

- (a) restore the de facto position as regard the role, functions or rights of the Union in acting on behalf of its members, as agent and as party principal;
- (b) without limiting the foregoing, provide for facilities, resources, time release, payroll deductions, union training, union meetings, encouragement of Union membership and other benefits for the Union and Union members to assist in the settlement of disputes.

16. Job Security

That the Agreement provide for improved job security for all staff.

17. Individual Statutory Agreements Claim

That the Agreement prohibit the offering of Individual Transitional Employment Arrangements (ITEAs) and require that all staff employed on Australian Workplace Agreements (AWAs) be encouraged to terminate those AWAs and return to the protections of the Collective Agreement.

18. Extended Leave Scheme

That the Agreement include an Extended Leave Scheme (also known as Leave Purchasing, Deferred Salary or 48/52 Schemes)

19. Improved Flex-time Arrangements

That the Agreement provide for universal and improved flex arrangements, such as a higher carry-over cap, longer periods to balance and the right to include flex credits as part of leave and unused credits to be paid out. Further, the Agreement will provide improved compensation arrangements for staff on field work to take account of applicable penalty rates, long hours and harsh conditions.

20. Shift Rates for After-Hours Library Workers

That the Agreement provide for improved shift allowances for after-hours library staff so that they are paid the same shift rate as other University shift workers.

21. Academic Recreation Leave

In line with legislative requirements that deeming provisions for recreation leave can not be contained in an enterprise agreement, the ANU Agreement contain appropriate provisions to ensure academic staff can accumulate leave and be paid out unused recreation leave on termination of employment.

22. Academic Sick Leave

That the Agreement provide for an accrual sick/personal leave system for academic staff.

23. Travel Insurance

That with the removal of Workers' Compensation coverage for journeys between work and home, the University undertake such insurance as to provide appropriate coverage for staff travelling to and from work.

24. Child Care

That the University provide improved access to on-campus child care facilities for University staff.