

**Collective Bargaining Meeting
Notes from Meeting**

Meeting date: Thursday 22 October 2009, 9.30am – 2:00pm

Venue: Science Education Building, Meeting Room - M15_1.13, Mt Gravatt Campus

Present:

University Management

Ken Greedy Associate Director (Employment Strategies) HRM
Graham McConnell HR Manager, Griffith Business School & Griffith International Division
Teri McKay HR Adviser (Employment Strategies) HRM
Dino Varricchio HR Adviser (Employment Strategies) HRM

Union Industrial Officers

Cathy Grant National Tertiary Education Union (NTEU)
Margarita Cerrato University Staff Union (UNU)

Union Staff Representatives

Margaret Buckridge Academic
Arthur Poropat Academic
Chris Weckerle General Staff
Robert Purdie General Staff

Apologies:

University Management

Alarna Finucan HR Manager, Arts, Education and Law Division

Union Industrial Officers

Lynda Davies General Staff
Tony Stafford General Staff

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Agenda Item Number	Item Description	Outcome	Action Required
1.	Draft clauses around Unions claims of return to pre-HEWRRs conditions.	<ul style="list-style-type: none"> • From discussions held on the 15 October 2009 meeting, the actions undertaken from either the Unions or University Management were addressed in the meeting held on 22 October 2009. • Clause 4.2.16 – On the 20 October 2009, USU provided information about the FWA legislation regarding signatories. USU advised the negotiating parties, that under section 762 subclause 185 (2) of the FWA legislation, it sets out material that must accompany the application for FWA approval. • Clause 14 - Work Allocations – USU provided preliminary comments regarding the Work Allocation (Clause 14) (Unions v7.0) tabled on 28 May 2009. In clause 14.5 add the following dot points (after “<i>the needs of the workplace</i>”) with respect to factors to be considered regarding refusal to work overtime – <ul style="list-style-type: none"> ○ <i>Whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;</i> ○ <i>Any notice given by the employee of his or her intention to refuse to work the additional hours;</i> ○ <i>The usual patterns of work in the industry, or part of an industry, in which the employee works;</i> ○ <i>The nature of the employee’s role, and the employee’s level of responsibility;</i> • The USU raised the concerns with University Management, that they would like to see this process to ensure proper workload planning be restored in the Agreement with some amendments in accordance with their proposal draft. • University Management will consider the comments provided from the USU and will update this draft clause (Unions v7.0) and will respond to the union negotiating parties. 	<ul style="list-style-type: none"> • University Management to respond regarding the <i>Fair Work Australia</i> legislation; • University Management will consider the comments provided from the USU and will update the draft Work Allocations clause (Unions v7.0).

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		<ul style="list-style-type: none"> • Clause 21 – Contracting Out – The Unions tabled the draft clause on Outsourcing/Contracting Out (Unions v15.0). • Discussions regarding the tabled clause as University Management advised the unions that further discussions with Senior University Management would be required. • The NTEU reiterated that Claim 16 Job Security of their revised Logs of Claim tabled on the 15 July 2009 should also be considered into the new agreement. University Management advised the NTEU that their clause would not be accepted into an industrial agreement as this would be part of the University’s business discussion making processes. • Clause 24.1 – First Aid Allowance – On the 20 October 2009, the USU provided response to this clause. • The USU advised negotiating party if reference to First Aid Allowance shall be known as “First Aid and Defibrillator Allowance” in the new Agreement and to read as follows: <i>“First Aid and Defibrillator allowance is paid to a staff member who holds a current First Aid and CPR Certificate and is appointed as a first aid contact through nomination by their Head of Element or as a requirement of their job description. The staff member will receive the allowance provided the qualification is valid and they carry out duties as being responsible for first aid facilities, keeping injury records and rendering first aid as required.”</i> • University Management will discuss further and provide comments at the next meeting. • Clause 29.6 – On-Call – On the 20 October 2009, the USU provided response to this clause. • The USU advised to add the following at the end of the third dot point – <i>“For staff engaged as tradespersons, the minimum entitlement shall be four hours for each call-out.”</i>The four hour minimum is a standard for tradespeople under other Awards, 	<ul style="list-style-type: none"> • Unions tabled the draft clause on Outsourcing/Contracting Out (Unions v15.0) – Update register log. • University Management to discuss with PVC (A). • University Management to provide comments at the next meeting. • University Management will investigate this further as this was negotiated in the previous Industrial Agreement and will respond to the unions with a position.

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		<p>eg. Engineering Award - State 2002.</p> <ul style="list-style-type: none"> University Management will investigate this further as this was negotiated in the previous Industrial Agreement and will respond to the unions with a position. <p>In addition to the discussions held on the 22 October 2009, the Union and University Management, considered other relevant clauses to be actioned or requiring further discussion.</p> <ul style="list-style-type: none"> Clause 5 – Operation of Agreement – University Management noted this is subject to the outcome of the agreement. Clause 7.2 – last dot point to be investigated by University Management Clause 11 – No Further Claims – Unions discussed their draft clause on renegotiation Unions will forward a copy of this draft clause to the management representatives. Clause 12.2 – Fixed-Term Employment – NTEU to provide University Management with further information. The Unions also provided further information via email on 20 October 2009, regarding the wording to University Management around unsatisfactory performance which could be considered serious dereliction of duties. University Management will need to review the wording submitted from the Unions and discuss this further with Senior University Management for position. Clause 12.3 – Casual Employment – University Management will provide further information to investigate and consider inserting the limitations from the 2003-2006 Agreement for General Staff. 	<ul style="list-style-type: none"> Subject to outcome of agreement. University Management to investigate. University Management to discuss with PVC (A) and DVC (A). University Management to check clauses from 2003-2006 Agreement and provide updated draft.

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		<ul style="list-style-type: none"> • Clause 16 – Dispute Avoidance and Settlement Procedures – University Management noted that it will compare with the clauses from the 2003-2006 agreements and also check with FWA legislation of union to raise dispute in own right. • University Management will respond further to the unions. • Clause 17 – Change Management – The NTEU discussed with University Management the consideration of referencing into the draft clause of a set of guidelines when developing change management processes. • University Management invited the NTEU to submit for consideration guidelines around change management processes. • Clause 18 – General Staff Consultative Committee – NTEU to provide wording around the composition and purpose of the committee and similarly with the ASCC. • Clause 19 – Indigenous Australian Employment Strategy – University Management will comment on the role and composition of the proposed Committee as part of the Union negotiating parties claim. • Clause 24 – Allowances – University Management will require further discussions with Senior University Management around the increase of allowances and possibly apply a percentage increase as expressed in the Modern Award. • Clause 24.2 – Travel and Subsistence Allowance – NTEU to respond and provide comments with this clause. • Clause 24.4 – Higher Duties Allowances – University Management advised the Union negotiating parties they will 	<ul style="list-style-type: none"> • University Management to check clauses from 2003-2006 Agreement; and • Check <i>Fair Work Australia</i> legislation; • NTEU to develop and submit draft guidelines around change management processes for University Management consideration. • NTEU will provide further information. • University Management will comment on the role and composition. • University Management will require further discussions with Senior University Management. • NTEU to respond and provide comments with this clause. • University Management to respond with an update.

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		<p>also review this clause by providing comments.</p> <ul style="list-style-type: none"> • Clause 25.4 – Salary Packaging – NTEU asked University Management to change association fees to Unions fees; • Clause 26.3 – Superannuation – NTEU asked University Management if these changes are likely to be made to the Trust Deed shortly. • University Management to confirm the changes as per Deed of Trust (UniSuper); • Clause 28 – Linked Classification – The Unions reconfirmed the reinsertion of the Linked Classification Guidelines into this clause. • University Management advised that it will review Linked Classification Policy and Procedures to determine what should go into the Agreement. • Clause 34.2.2 – Recreation Leave – University Management to consider USU request to insert a clause for "Extra Leave for Shift Workers". NTEU raised concerns with University Management over the wording "deemed" and whether this is still possible under current and proposed legislation. • University Management will clarify this part of the clause for the NTEU. • Clause 37 – Family, Bereavement, Cultural Obligations and Other Special Circumstances – NTEU and USU will provide comments around this clause as part of their claims; • Clause 38 – Parental Leave Parental Leave claims were discussed. University Management will discuss with PVC (A) and DVC (A) around the "partner" arrangements of accessing this leave. 	<ul style="list-style-type: none"> • University Management to amend. • University Management confirm the changes as per Deed of Trust (UniSuper). • University Management will review Linked Classification Policy and Procedures to determine what should go into the Agreement. • University Management to consider insert only a clause for Extra Leave for Shift Workers. • University Management to review term "deemed" in light of current legislation. • Unions to provide further information around this clause. • University Management to discuss with PVC (A) and DVC (A) regarding "partner" arrangements.

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		<ul style="list-style-type: none"> • The Unions indicated that they would like an overall improvement with this part of the clause in particular to Clause 38.5 and 38.8. • University Management stated that the current clauses in the agreement for Parental Leave are more than adequate than comparable with other Higher Education institutions. • Clause 40.4 – Workplace Relations Training Leave – NTEU will provide comment to rewording this clause other than "including trade union training leave". • Clause 45 – Dealing with Misconduct/Serious Misconduct – Unions provided draft wording in relation to this general staff clause on the 20 October 2009 that the proposed definition of Serious Misconduct for general staff be amended to include "<i>a serious dereliction of the duties required of the staff member's position.</i>" noting that this proposal was only relevant in relation to the fixed term issue regarding unsatisfactory performance. • Clause 50 – Redundancy /Redeployment – University Management advised that it will compare with the clauses from the 2003-2006 agreements and may consider inserting procedures. • The Unions also confirmed with the University Management that the reference from clause 17.4 should be referred to in clause 50.4 as part of implementation. • In addition to clause 50.4, University Management will include a dot point as a reference for Expression of Interest for redundancies. • Clause 50.6.2 – Transition Period – The NTEU requested for consideration by University Management to review and increase the base amount. 	<ul style="list-style-type: none"> • NTEU to respond with further information. • NTEU responded with further information. • NTEU respond on the 20 October 2009 with further information. • University Management to compare clauses from 2003-2006 agreements and consider inserting procedures. • University Management will provide further information.

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		<ul style="list-style-type: none"> • University Management will provide further information. • Clause 52 – Local Area Agreement – University Management to revisit this clause for clarification as discussed by the Unions. • Clause 58 - Staff Representation and Consultation – University Management requires further discussion with PVC (A) and review this clause following Union discussions. 	<ul style="list-style-type: none"> • University Management to revisit this clause for clarification; • University Management to discuss with PVC (A);
2.	Enterprise Flexibility	<ul style="list-style-type: none"> • Unions discussed their draft clause Enterprise Flexibility that was tabled on 12 October 2009 (Unions v14.0) and forwarded to the University management on the 20 October 2009. • University Management will investigate this further and will provided further detailed comments to the unions at the next meeting. 	<ul style="list-style-type: none"> • University Management to respond further.
3.	Balancing Life and Work - Workloads	<ul style="list-style-type: none"> • The USU advised University Management regarding the draft clause on Balancing Life and Work – Workloads, that it will provide further information around their part of the claim on "home-based work policy". • University Management will discuss further once the USU submit a proposed clause. 	<ul style="list-style-type: none"> • University Management will discuss further. • USU to respond with further information around part of the claim.
4.	Academic Workload	<ul style="list-style-type: none"> • University Management tabled a revised draft on Academic Workloads on the 21 October 2009, (Unions v10.5 (M)) as discussed in this meeting. • University Management advised the NTEU of the discussion held with Senior University Management to include any form of student contact hours to form part of the development of faculty work allocation models. • The NTEU will provide University Management a broad definition around contact hours for discussion with the DVC (A) regarding Faculty Work Allocation formula. • University Management discussed the concerns over 	<ul style="list-style-type: none"> • University Management will discuss with DVC (A) and provide further information.

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		percentage of workloads and work profile. <ul style="list-style-type: none"> The NTEU rejected the University Management claim of having any of the three areas of academic activity drop to a minimum of 10% University Management will require further discussions with DVC (A) in relation to this draft clause and provide further information. 	

Next Meeting	Date	Time	Location	Campus
Meeting No.22	Thursday 29 October 2009	9.30am – 2:00pm	Science Education Building, Meeting Room - M15_1.13	Mt Gravatt Campus

Agenda	Topic
Item No. 1	Consider first cut of draft clauses around Unions claims of return to pre-HEWRRs conditions.
Item No. 2	Union Rights
Item No. 3	Classification Review Clause
Item No. 4	Fixed Term Employment – Academic and General Staff
Item No. 5	Academic Workload
Item No. 6	Casual Academic