Phil Teece
Industrial Officer

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I am pleased to be able to make my first contribution to *inCite* so soon after taking up the position of Industrial Information Officer. I have made early contacts with a number of members and I look forward very much to speaking with many more of you.

I must be careful not to make hasty assessments, but I have noted the results of last year's *inCite* survey and especially the strong call for more information on industrial relations topics. I am keen to meet this demand and will welcome comments on specific areas in which any of you have a particular interest or need. Meanwhile, I have agreed with the *inCite* Editor that a Picket Line column will appear in every issue.

Enterprise bargaining

Australia has now embarked on the road to major change in its industrial relations systems. Following general recognition of the centralised system as a barrier to productivity improvement, enterprise bargaining is increasingly seen as the means to achieve more flexible and efficient organisations.

With its National Wage Case decision of October 1991, the Industrial Relations Commission gave a major impetus to the swing to enterprise bargaining. By 1993 this was formalised as part of the legal framework of all six states, as well as the Commonwealth. Details vary between jurisdictions, but there are fundamental arguments common to the introduction of enterprise bargaining in all areas.

The primary benefits claimed are increased employee productivity, higher profits, quicker and more flexible response to changing economic circumstances and consequential improvements in employee conditions and salaries. Opponents highlight the area of enforcement of agreements as a particular disadvantage of the system, especially where agreements are not registered. In these cases, employees can only resort to common law for enforcement.

Groups that are traditionally weak in industrial terms may be strongly disadvantaged as their protection under the arbitration system declines. This latter element is of particular significance for members in Victoria as they consider their options for the new arrangements which began on 1 March. I have spoken with several Victorian members about these options and I will be pleased to help others if they wish to call me.

As the move to decentralised negotiation of agreements gathers speed this year, I hope to produce general principles for members confronting such negotiations for the first time. For the moment a few general comments may be of help to those already at that stage.

First and foremost do not be rushed, even if there appears to be a pressing urgency on the commencement of the new system. Even in Victoria, where the award system has already been overridden by the new agreement provisions from 1 March, your conditions will not automatically change—they will remain in place until you or your representative negotiate amendments. So in all jurisdictions there is ample time for a considered approach.

Secondly, if you are a member of a trade union or industrial association, seek their assistance before you commit yourself to anything. You may use your union or anyone else to act as your negotiator if you wish.

If you do wish to enter into negotiations yourself, there are a number of issues you should look at for inclusion in your agreement. They include:

- clear identification of the parties;
- the agreement's purpose;
- who it covers;
- its commencement date and term, including arrangements for further claims (if any) during its life.

The details of the contract of employment should be spelt out and conditions of employment could include, at least:

- wage rates,and mechanisms for their adjustment;
- allowances;
- accident pay;
- hours of work (including flexible provisions, overtime, meal breaks and any penalty rates).
- leave entitlements: annual, sick, long service, compassionate, study, sabbatical and parental;
- training and education provisions.

Further sections on grievance, discipline, performance assessment and promotion procedures could be considered, and the right to various consultative mechanisms might be included.

This is just an indication of the more obvious elements of a worthwhile agreement, to show you that there is a lot to be considered. It only confirms the need for care!

Disability discrimination

The Disability Discrimination Act 1992 came into force on 1 March, making it unlawful to discriminate on the grounds of mental or physical disability. The Act applies throughout Australia. Disability discrimination is now unlawful in a range of areas, including employment, education, access to premises, provision of goods, services and facilities and requests for information.

The term 'disability' is broadly defined and includes physical, sensory, intellectual and psychiatric impairment, mental illness or disorder and relates to the provision in the body of ▶

organisms causing disease. These latter include persons who are HIV positive or have AIDS. Members who require more detailed information on the Act may contact me or, alternatively, can speak with the Human Rights and Equal Opportunity Commission , 388 George Street, Sydney, telephone (02) 229 7600.

Removal of annual leave loading in Victoria

The Victorian Government has passed legislation which retrospectively removes the obligation to pay leave loading in respect of any State award, agreement or employment contract. The Employee Relations Commission will now be unable to include any leave loading provision in its awards. The legislation has been deemed to take effect retrospectively from 28 October 1992 with the result that leave loading need not be paid for any leave taken after that date. This legislation does not apply to Victorian employees covered by federal awards. ■

Do you have to negotiate your employment contract?

Following the theme of Phil's *Picket Line* this month, *inCite* would like to draw your attention to a new service offered by FLIS.

The Kennett Government's controversial changes to the industrial and employment laws mean that many workers in Victorian libraries may need help when negotiating employment contracts or involved in enterprise bargaining. New contracts have a 5-year life, so it is important to seek informed advice.

FLIS have instituted a flat-fee service for $75 to help staff identify their skills and their value to the employing organisation, to give them negotiating guidelines and then to check contracts, prior to signing. This service tries to ensure that the contract protects the staff member and also offers a salary package consistent with their skills and experience. Contact FLIS on (03) 813 1925. ■