

AGREEMENT

Between the National Tertiary Education Union (NTEU) and the Irish Federation of University Teachers (IFUT) to Provide Services for Members of the NTEU Working Temporarily in the Irish Republic and Members of the IFUT Working Temporarily in Australia.

1. This is a reciprocal agreement between the National Tertiary Education Union (NTEU) and the Irish Federation of University Teachers (IFUT) that provides for services for (a) members of the NTEU working temporarily in institutions in the Irish Republic where IFUT is recognised and (b) for members of IFUT working temporarily in institutions of higher education in Australia where NTEU is recognised but where visiting academic staff are not eligible for full union membership.
2. Affiliate members receiving services in the host country must remain members in good standing of their home organization and continue to pay appropriate fees. Affiliate members shall register with the host union which will inform the home union of their registration.
3. Members of the IFUT working in Australia who do not become regular members of the NTEU shall be eligible for complimentary membership in the NTEU as “affiliate members.” The period of complimentary affiliate membership for any individual shall not exceed two (2) years.
 - A. When members of the IFUT are arranging temporary employment in the Australia, the IFUT will direct them to the NTEU, which will provide information, advice and informal representation, if required, to determine the terms of the contract of employment of the affiliate members and any other employment issues arising from the appointment. Such assistance may be provided either by the appropriate full-time official at the national level or officers of the NTEU at the institution.
 - B. NTEU branches may, at their absolute discretion, invite affiliate members to attend general meetings and to take part in discussions.
 - C. Affiliate members may take part in national activities of the NTEU by invitation from an appropriate official.
 - D. Affiliate members will not take part in elections for local or national officers of the NTEU.
 - E. Affiliate members cannot take part in NTEU ballots concerning industrial action.
 - F. Affiliate members will be entitled to receive the NTEU magazine while

working in Australia.

G. Affiliate members shall have access to any financial services available to members of the NTEU in Australia, subject to any limitations required by the providers of such services.

H. Affiliate members shall not have any automatic entitlement to professional legal advice and representation. Where a significant legal principle is identified by the national Executive Committee of the NTEU, discussions will take place between the two unions and an agreement reached on liability for costs arising from any legal advice or representation. Neither union is obliged, by virtue of this agreement, to provide representational services and/or financial assistance for such services. For the avoidance of doubt, this clause does not override the residual discretion of the national Executive Committee of the NTEU to decide whether or not to provide legal advice or representation.

4. Members of the NTEU working in the Irish Republic who do not become regular members of the IFUT shall be eligible for complimentary membership in the IFUT as “affiliate members.” The period of complimentary affiliate membership for any individual shall not exceed two (2) years.

A. When members of the NTEU are arranging temporary employment in the Irish Republic, the NTEU will direct them to the IFUT, which will provide information, advice and informal representation, if required, to determine the terms of the contract of employment of the affiliate members and any other employment issues arising from the appointment. Such assistance may be provided either by the appropriate full-time official at the national level or officers of the IFUT at the institution.

B. IFUT branches may, at their absolute discretion, invite affiliate members to attend general meetings and to take part in discussions.

C. Affiliate members may take part in national activities of the IFUT by invitation from an appropriate official.

D. Affiliate members will not take part in elections for local or national officers of the IFUT.

- E. Affiliate members cannot take part in IFUT ballots concerning industrial action.

F. Affiliate members will be entitled to receive the IFUT *Bulletin* while working in the Irish Republic.

- G. Affiliate members shall have access to any financial services available to members of the IFUT in the Irish Republic, subject to any limitations required by

the providers of such services.

H. Affiliate members shall not have an automatic entitlement to professional legal advice and representation. Where a significant legal principle is identified by the IFUT, discussions will take place between the two organisations and an agreement reached on liability for costs arising from any legal advice or representation. Neither union is obliged, by virtue of this agreement, to provide representational services and/or financial assistance for such services. This clause does not override the residual discretion of the IFUT to decide whether or not to provide legal advice or representation.

- 5. The IFUT and the NTEU both agree to promote this agreement within their countries as the Transnational Higher Education Individual Affiliate Membership Plan.
- 6. Services provided by both the IFUT and the NTEU to affiliate members shall be borne in consideration for similar services from the other union under this reciprocal agreement.
- 7. This agreement may be terminated by either party by giving the other six (6) months written notice. At the end of the period of such notice, no affiliate member is entitled to any benefits under the terms of this agreement.

Agreed to this _____ day of _____, 2007:

PRESIDENT: (IFUT) _____

PRESIDENT: (NTEU) _____

GENERAL SECRETARY: _____ (IFUT)

GENERAL SECRETARY: _____ (NTEU)