







## ENTERPRISE BARGAINING UPDATE

Your Bargaining Team – Irene Bird, Mandy Peacock and Jan Sheppard (ASU) attended an enterprise bargaining meeting on 16 January 2013, where Armaguard presented their response to our log of claims.

Below is their response against your log of claim items. You will note most items have been rejected. At the end of the log of claims are Armaguard’s ‘log of claims’ where they want you to reduce you current entitlements for a 3% pay rise. On the last page we have outlined the losses that will occur if Armaguard’s claims are agreed to.







Please forward your comments to your Bargaining Team - Irene or Mandy, or email your comments to [info@qld.asu.net.au](mailto:info@qld.asu.net.au) before the next meeting which is scheduled for Friday 25 January 2013 at 10:00 am.

Legend: Red Cross – No    Yellow Tick – partial agreement    Green tick – full agreement

Log of Claim Item		Armaguard Response
<b>Transition of existing agreement issues</b> No reduction in existing terms and conditions of employment		Agreement remains a stand alone document.
<b>Modern award and NES issues</b> No terms and conditions to be below relevant modern award and no terms and conditions to be below NES		Agreement remains a stand alone document
<b>Employment Security</b> Commitment that no worker will be made forcibly redundant. Redundancy will be in the first instance by voluntary expressions of interest. Strategies that encourage permanent employment including the automatic conversion of long-term temporary staff who have completed over 12 months service to permanent status, on request by the employee.		Prepared to consider a conversion clause from Casual to PPT based upon organisational need.
<b>Adoption of NSW Classification Structure</b>		Armaguard is prepared to review the classification structure and suggests that rather than delay the negotiation outcome the parties to commit to this occurring in the first period of the Agreement.
<b>Paid Parental/Adoption Leave</b> 18 weeks Paid Parental Leave for the primary care giver. 4 weeks leave for the secondary care giver.		Not prepared to extend current parental leave entitlements as provided for in the NES.
<b>Link to Federal Government Paid Parental Leave Scheme</b> Employees will not be unreasonably withheld from taking leave without pay to access the Federal Government Paid Parental Leave Scheme. Employees will accrue all leave entitlements for the duration of the Federal Government Paid Parental Leave Scheme. Superannuation will be paid for the duration of access to the Federal Government Paid Parental Leave Scheme.		

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Log of Claim Item		Armaguard Response
<b>Wage adjustment</b> - 5% per annum for the life of the agreement (three years)		Armaguard is prepared to increase this offer to 3% per annum. First increase would be payable from first full pay period on or after date of approval of the Agreement by FWC.
<b>Term of Agreement</b> 3 years		
<b>Allowances</b> Increase to all allowances by 5% Meal allowance: Where an employee is required to work for ten hours (not inclusive of the unpaid meal break) a meal allowance of \$12.60 shall be paid.		Prepared to increase all allowances in line with wage increases over the life of the agreement.
<b>Uniform Allowance</b> When an employee is required to wear and launder a uniform any cost of the uniform must be reimbursed and the employee must be paid \$3.55 for laundry expenses per week.		Uniform allowance claim is not agreed.
<b>Penalties</b> Increase to penalties for night shifts Penalties of 15% to apply from 6.30pm – midnight Penalties of 25% to apply for midnight – 5.00am		Reject our claim <b>Employer Claim</b> 10% for hours worked between 24.00 and 02.00 Monday to Friday 20% for hours worked between 02.00 and 04.30 Monday to Friday
<b>Superannuation</b> Maintain a 3% higher differential in comparison to the Superannuation Guarantee in the life of the agreement.		Additional 1% per annum over the life of the agreement.
<b>Hours of work</b> <b>Part time work</b> Minimum part time hours to be increased to 20 hours per week.		Reject our claim
<b>Casual Employees</b> A casual employee is one engaged and paid as such and may be engaged to work a minimum of four hours per shift. A casual employee shall be paid twenty-five percent in addition to the base rate.		Prepared to consider a conversion clause from Casual to PPT based upon organisational need.
<b>Roster Practices</b> Two ten minute breaks in a six hour shift, with the ability to combine to make a 20 minute break.  Final draft of roster to be distributed to all employees 7 days prior to roster commencement. Where shift work is being rostered, a change of shift may occur with 48 hours notice – process of notification to be discussed.	  	Agree to include a provision for one paid 10 minute rest break per four hours of work up to a maximum of 2 breaks per shift. Breaks may be combined by Agreement with Armaguard. See Employer Claim at end of document Prepared to make first draft of roster available (rather than distributed to each individual) within this time frame, require flexibility to amend roster with a shorter time frame if required due to operational needs. <i>continued over page &gt;&gt;&gt;</i>

Log of Claim Item		Armaguard Response
<p><b>Union Rights</b> Armaguard recognise the ASU as being the Union with representative rights in relation to Cash Room, clerical and administrative and associated operations at Armaguard. As such Management and the union recognise the important role both parties, including the Union delegates play in problem solving and constructive negotiation within the workplace.</p> <p>Armaguard to provide a Union notice board for all branches.</p>		<p>Prepared to include a clause providing for delegates/union representation and the rights currently in the Agreement.</p>
<p><b>General Claims</b> All staff to be provided with a small pocket on uniforms to enable personal hygienic item to be available when its required.</p>		<p>Claim regarding pocket rejected - prepared to discuss alternatives to resolve the issue.</p>
<p>Staff to be provided with personal protective equipment on 'cash floor' such as ear muffs or ear plugs.</p>		<p>Ear muffs and ear plugs are provided - not prepared to include this in EBA as OHS clause is already comprehensive.</p>
<p><b>Consultation</b></p>		<p>Union claims significantly expand the information that must be shared beyond the level that Armaguard is prepared to consider - the claims would, for example, require sharing commercially sensitive/confidential information. Willing to discuss genuine concerns regarding the consultation provision and come up with a mutually agreed clause.</p>
<p><b>Dispute Resolution Procedure</b> All issues under the Agreement, Award or NES plus the relationship between the employer and employee and employer and Union. Right to go to arbitration on application by either party.</p>		<p>Scope of disputes procedure to remain as issues arising out of the Agreement. Arbitration to remain as current clause provides - i.e. by consent of the parties.</p>
<p><b>Classification Structure</b> Implementation of the NSW Classification Structure</p>		<p>Armaguard is prepared to review the classification structure and suggests that rather than delay the negotiation outcome the parties to commit to this occurring in the first period of the Agreement.</p>

## Employer Claims

## Current Entitlement

<p><b>Span of Hours</b> A change to the ordinary hours of work to 04.30 to 24.00.</p>	<p>4.30am to 10pm</p>
<p><b>Overtime</b> Team members ordinary hours of work will be averaged across a week and accordingly overtime will not be payable until after working 38 hours in a week (rather than 7.6 hours in a day).</p>	<p>Currently overtime is paid daily after 7.6 hours</p> <p style="text-align: right;"><i>continued over page &gt;&gt;&gt;</i></p>

Employer Claim	Current Entitlement
<p><b>Saturday Work</b> Currently the Agreement provides (at clause 19.2.4) for the first two hours of work on a Saturday to be at ordinary time. It is proposed to extend this to the first four hours of work.</p> <p><b>Public Holiday</b> Work that commences on a day before a public holiday and extends into the public holiday will be paid at ordinary rates (i.e.: those applicable if the day was not a public holiday) rather than public holiday rates for the portion that is on the public holiday</p>	<p>The first two hours of work on a Saturday will be at ordinary time after which the overtime rates in clause 20 will apply. Work on a Saturday will be for a minimum of 4 hours.</p> <p>Currently paid 250% for number of hours worked on the Public Holiday.</p>

Please note that a 3% pay rise for:

Grade 1 Level 1 is .5285¢ per hour which equals **\$20.0830 per 38 hour week**

Grade 2 Level 1 is .5698¢ per hour which equals **\$21.6524 per 38 hour week**

What does the change in penalties mean to you:

Grade 1 Year 1 if you worked 10 pm to 4.30 am you will be losing **\$23.3424** per shift.

Grade 2 Year 1 if you worked 10 pm to 4.30 am you will be losing **\$25.1682** per shift.

		Grade 1 Year 1	Grade 2 Year 1
Currently	10:00 pm to Midnight = 115%	\$ 40.5189	\$ 43.6883
	Midnight to 4:30 am = 125%	\$ 99.0951	\$ 106.8463
	<b>Total</b>	<b>\$ 139.6140</b>	<b>\$ 150.5346</b>
Change	10:00 am to Midnight = Normal time	\$ 35.2338	\$ 37.9898
	Midnight to 2:00 am = 110%	\$ 38.7572	\$ 41.7888
	02:00 am to 04:00 am = 120%	\$ 42.2806	\$ 45.5878
		<b>\$ 116.2716</b>	<b>\$ 125.3664</b>
	<b>Loss</b>	<b>-\$23.3424</b>	<b>-\$25.1682</b>

What does Saturday change mean to you:

Grade 1 Level 1 equals a loss of **\$17.62** per Saturday if you worked 4 hours

Grade 2 Level 1 equals a loss of **\$18.99** per Saturday if you worked 4 hours

**Does this seem fair to you???**

Now is the time for you to have your say - please contact one of your Bargaining Team members:

Irene or Mandy or alternatively, email your comments to [info@qld.asu.net.au](mailto:info@qld.asu.net.au).

## Together We Win!