

17 July 2014

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It's Time for Queensland Motorways Staff to Vote on the Employer's Proposed Enterprise Agreement.

As previously advised, there are a number of information sessions available for you to attend in work time to understand what the changes are between the old Agreement and proposed new Agreement.

It's important that you are able to make an informed choice on important matters such as your new terms and conditions of employment as a result of this bargaining process.

To assist you, ASU representatives will be on site in the Hamilton Café at the same time, but separate to management, to provide in context, a balanced view of how this Agreement may or may not provide benefits for you.

We know that Job Security is a major priority for you. Your ASU bargaining team voiced this the entire way through the bargaining process. We advocated that your rights be maintained, going forward and beyond the transitional stages of the current Transmission of Business between Queensland Motorways and Transurban.

Your ASU bargaining team did well to retain many of your conditions and we reference these below for your review. Please consider your voting options carefully.

Key Benefits	Positive Effect On You	Negative Effect On You
The replacement Agreement will apply to all Flow Tolling employees (FT)	<ol style="list-style-type: none"> 1. FT employees will have their role/pay lifted and elevated to a comparable role/pay. 2. FT employees will work a 37.5 hr week. 3. FT employees on income less than \$70,000 will have their O/T paid for additional hours worked in excess of an employee's ordinary hours of work. 	<ol style="list-style-type: none"> 1. QM will not be including a table outlining what the roles/pay are for staff in the Agreement.
Wage Increases	3 % per annum & payable from 1 July 2014	Offer is less than Brisbane CPI in the March Quarter which was 3.1%.
Make-up time	Retained Award Provision - an employee at their election and where it is approved, may take time off work in ordinary hours and work those hours at a later time.	
Higher Duties will continue to be paid after a period of two days	Retained	QM will not be including a table outlining what the roles/pay are for staff in the Agreement.
Laundry and Uniform Allowance	Retained for all employees where applicable, not just permanent staff.	

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Queensland Motorways Ltd

Flow Tolling

together
Together is a counterpart
organisation of the ASU



Key Benefits	Positive Effect On You	Negative Effect On You
Allowances – First Aid; Laundry; Uniform; Meal and IT On-call and Call-out increase in line with annual wage increases	Increase by 3% per annum	
Redundancy package	Retained existing provision	Security continues to be a priority for the ASU and we will continue to discuss transitional issues with the Company post approval of this Agreement and with our members involvement.
Changes to part time hours	Retained Award Provision - ensured consultative provisions in accordance with clause 9 are followed when changes to part-time hours are proposed.	
Shift swap arrangements	Retained provision for part time staff	
Public Holiday	Retained Payment for work performed on a public holiday will be double time and a half.	
Parental Leave – Paid Partner Leave	Improvement - Increase to paid partner leave by 1 week.	
Reference to special unpaid leave	New - Employees may access special unpaid leave if they experience family violence or when for cultural reasons require time to attend ceremonial obligations in accordance with their cultural requirements or religion.	
Purchased Leave	Retained	
Disputes Settlement and Avoidance Procedure	Retained ability for FWC to Arbitrate in the event a dispute is unable to be resolved.	
Retention of Policies that were affixed to the existing EA such as: 1. Rewards and Benefits; 2. Superannuation; 3. Leave entitlements; 4. Professional membership; 5. Higher Duties Allowance; 6. To and From Work Travel; 7. Performance Management;	Retained consultation in part , but recognising it is not as strong as having policies attached to the EA. Employer commits to consulting with employees and unions should they propose any change to policy which will have a significant impact on your employment conditions.	Members have to be vigilant about future policy change. Reliance on policy except for points 5 and 6 as per below: 5. Removed but EA picks up payment at higher rate – but the employer will not attach the role/pay schedule to the EA, so that you will know what the correct rate should be; 6. EA references In-house benefit but does not cover employees who incur a toll in their travel to and from work i.e. Customer Service Centre.

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Conversely, below are a number of items which remain unresolved despite our efforts to resolve with the Queensland manager for Transurban on Friday 11 July, 2014.

ASU advocated for the following items:	QM position	What does this mean for you?
Award/ National Employment Standards (NES) to be incorporated within the proposed Agreement to ensure that where the proposed agreement fell silent, it would fall back to the Award or if there were legislative changes to the NES that it would fall back to the NES version at the time of making this Agreement.	No.	You only get what is stated in the proposed Agreement. The NES sets out the minimum standards which is amended from time to time or changed by legislation.
Improved redundancy package	No.	Job Security continues to be a priority for the ASU and we will continue to discuss transitional issues with the Company post approval of this Agreement and with our members involvement.
Superannuation – establish a process where 3 Industry Super Funds are invited to provide information about Funds MySuper Product, and subsequently conduct a ballot of employees to decide on which of the 3 complying Industry Funds shall become the nominated default fund for the Employer.	No. The employer wants to continue determining who the default fund is and at present that is a retail fund.	Decisions made about Superannuation have a real affect on the retirement savings of our members and something members should seek getting advice on.
Role/Pay remuneration table to be attached to the EA to ensure transparency.	No.	How will FT staff know they are being elevated to a comparable role with comparable pay when there is no base line? How will staff know when they are working up in a higher duty role that they will receive the right comparable pay?
Provision of rosters and building in continuance of RDO's and the notice period required of when to take RDO's.	No.	Rely on employers policy.
KPI's – ensuring that the Consultative Forum continue to monitor the maintenance and relevance of the KPI's and link this in with the Contact Centre Development Program.	No.	The Contact Centre Development Program was previously appended to the existing Agreement. This has not been retained.
Flow Tolling Hours – The proposed agreement is silent about work performed between 7pm – 10pm. After questioning QM, they disclosed that they will be changing hours of work for staff once they get Brisbane City Council approval. We only found about this potential change on Monday 14 July! We proposed that the employer insert a clause to deal with rostered hours falling outside ordinary hours to ensure no disadvantage.	Haven't put anything in the EA to reflect FT hours. On questioning the employer: <ul style="list-style-type: none"> The employer says will pay overtime? The employer will consult with impacted staff at time they introduce changes to hours? The employer is still considering our request as of 16 July, 2014 to insert the clause we provided to deal with rostered hours falling outside ordinary hours within the Agreement. If they do, this will be an extra benefit for FT employees.	ASU raised concerns that disadvantage may occur when overtime is paid because: <ul style="list-style-type: none"> Employer superannuation contributions are not paid on overtime; The accrual of Leave/s is not calculated on overtime. The ASU will work with FT Delegate and members to identify and raise issues resulting from the Transmission of Business directly with Transurban in due course (Proposed changes to hours of work is a significant change).

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Unresolved items cont'd.

ASU advocated for the following items:	QM position	What does this mean for you?
<p>Special Leave – both equity issues which the ASU is incorporating into many agreements across Australia to address potential barriers to participation in employment.</p> <ol style="list-style-type: none"> We proposed a comprehensive clause to deal with instances of Family Violence; and Leave for Ceremonial is intended for Aboriginal and Torres Strait Islander staff. 	<ol style="list-style-type: none"> The employer would only reference in the EA. The employer did not agree, and instead opened this up for all cultures/religions. 	<p>Lost opportunity to address these equity issues.</p>
<p>Union Representatives and Training</p> <p>The existing EA is a comprehensive entitlement which the employer wanted to remove. The ASU counter proposed to insert a modest and succinct version whilst retaining key principles.</p>	<p>The employer refused to incorporate all of our Clause.</p> <p>The employer has restricted access to Training by only allowing 2 Delegates in any one year to attend Industrial Education Leave.</p>	<p>Reduces the rights of ASU members by limiting education on your rights at work and/or participation in the democratic operation of your Union.</p>
<p>Agreement Consultative Forum</p> <p>We sought to commit the employer to meet as soon as 2 weeks once FWC approved a proposed new EA. And set meetings each 4 weeks thereafter in order to discuss ongoing transitional matters and job security.</p>	<p>The employer rejected our proposal.</p>	
<p>Retention of conditions associated with the following existing Agreements, Appendixes:</p> <ol style="list-style-type: none"> Callings and Remuneration Reasonable Overtime Callings Consultative Forum Terms of Reference Rostered Accrued Days Off and Time Off in Lieu of Overtime Guidelines Purchased Leave arrangements (PL) PL Application form Contact Centre Employee Development Program 	<ol style="list-style-type: none"> Removed. Removed but covered in EA with Salaries above \$70,000 built into O/T clause are expected to perform 2 hrs of reasonable O/T per week. Removed. Removed. Referenced in EA that staff can apply for PL. Removed. Removed. 	<p>Loss of conditions/safety net associated with those Appendixes 1; 3; 4; 7.</p>

“After carefully summing up, the ASU cannot recommend this Agreement to you.”

Your ASU Negotiation Team salvaged the retention of as much as we could from your existing Enterprise Agreement, however as you can see above, there were still many outstanding issues requiring clarification and resolution before we believe any proposed new Enterprise Agreement should be put out to Vote. Your employer did not agree and put the proposed new Enterprise Agreement out for Ballot despite our concerns. **Therefore, we cannot support any Agreement which reduces your rights, the rights of our Delegates and of our ability to create stronger workplaces including discussions about our job security.**

Stand strong to fight for our long term job security, alongside your colleagues at Queensland Motorways.

Join the ASU today and commit to working with your ASU representatives to address change management issues that will arise as a result of the Transurban Transmission of Business process. If you want a application form or you want to be involved let your Delegate/s know.

Finally a big thank you to our ASU Delegates, Will Lambeth; Alex Denton and Niki Misinale who represented our members proudly throughout the Bargaining process. ASU Delegates do make the Difference.