

9 July 2013

[www.qld.asu.net.au](http://www.qld.asu.net.au)

## Australian Services Union Bargaining Update for all SouthernX Clerical Employees

**The Australian Municipal, Administrative, Clerical and Services Union (ASU) provided SouthernX management our feedback for the latest Draft Agreement document that is currently under review.**

There have been numerous revision and drafting changes that have been made to your existing Enterprise Agreement.

In some cases this has meant that the original intent has altered and in some circumstances, provisions have been removed altogether.

Whilst we have voiced our concerns throughout the process, it is difficult to see where the employer has genuinely taken our views on board, because in the changes they sought were put in the document.

To date, your ASU Log of Claims has in the majority, been rejected by SouthernX management. The only claim agreed to was for the casual loading to be lifted to Award standards (*there are 3 casual workers so this is not a huge cost impost to the Company*) and the company agreed with the ASU in having HESTA named as the default Superannuation fund.

Alarmingly, SouthernX have refused to consider the ASU's opposition to the downgrading of the Home Based Typist classification from Level 4 to Level 3.

This change was proposed by 'independent' Bargaining Representatives not aligned with the ASU in the meetings. In fact, these same Bargaining Representatives also want the Courier classification reduced.

The ASU has consistently rejected any proposals to implement such negative changes to your classification structure and have again reiterated our position to SouthernX management.

**Additionally, these same 'independent' bargaining representatives have asked for a payment of 10% to be made above salary to act as a Bargaining Representative in the next Agreement. Guess what, SouthernX agreed!**

**Why would SouthernX agree to this?**

***Do you think they should be paid to represent themselves?***

***Do you think they should get an extra 10% to downgrade your conditions and wages in the future?***

**If your answer is no, then:**

- **Stand together with your union** to say we do not agree to the downgrading of Home Based Typist Classification from Level 4 to Level 3.
- **Stand together with your union** to say Home Based Typist's want fairer representation at the negotiating table and want our voices heard.
- **Stand together** and say to the bargaining representatives "hands off our classification structure and wages".
- **Join your union today** and together we can make sure we as a union promote fair and genuine representation that is in the interests of all employees. **You can join online at:** [www.qld.asu.net.au](http://www.qld.asu.net.au) and click 'Join' in the top left menu bar.

In response to the wage proposal of 3% per annum, it is our members' view that this increase does not address nor meet the cost of living pressures that members face in their day to day lives.

We have requested SouthernX management to reconsider and provide a wage increase that is more generous and nearer to our claim of 5% per annum.

For more information please contact your ASU Lead Organiser, Valda Graham via email at: [info@qld.asu.net.au](mailto:info@qld.asu.net.au)

***On the following pages is our correspondence to SouthernX dated 5.7.2013 for your further review of the changes made to your Enterprise Agreement.***

# YOUR ENTERPRISE AGREEMENT – YOUR SAY

# Membership Application Form

Please complete these details about you:

Title (please circle): Mr Mrs Miss Ms Other		Name:	
Preferred name:		Date of Birth: / /	Male <input type="checkbox"/> Female <input type="checkbox"/>
Home address:		Suburb/City:	
Postcode:	Mobile:		
Phone (H)	Phone (W)	Fax (W)	
Work Email:			
Home Email:			
Job Title:	Pay Level:		
Status: Permanent <input type="checkbox"/>	Full-time <input type="checkbox"/>	Part-time/casual <input type="checkbox"/>	Under 21 or less than 50% <input type="checkbox"/> More than 50%, but less than 100% <input type="checkbox"/>
Employer and Street Address:			
Would you like to identify as Aboriginal and/or Torres Strait Islander? <input type="checkbox"/> Or a LGBTQ member of the ASU? <input type="checkbox"/>			

Fee level. Please circle in the membership fees table at right >

...and select one of the following payment options

## OPTION ONE: FORTNIGHTLY DIRECT DEBIT PAYMENTS

I hereby authorise the ASU to arrange for funds to be debited from my account as set out below.  
USER ID 064272

Amount: (see right for union fees)

Name account is held in:

Name of your Bank or Credit Union:

Address of Bank or Credit Union:

BSB no. - Account number:

## OPTION TWO: MONTHLY CREDIT CARD PAYMENTS

Card holder's name:

Expiry Date: Mastercard  Visa

Card no.

PLEASE NOTE: Our fees are revised each financial year. This Authority remains until we receive a cancellation, with 2 weeks notice, in writing and covers any future increases in subscriptions.

I agree to the following Terms & Conditions: I am hereby making application for membership of Together Queensland, Industrial Union of Employees and, if I am eligible to be a member of the ASU and attached to the Central and Southern Queensland Clerical and Administrative Branch of the Australian Services Union ("ASU") as and from the date of this application, and agree to abide by the Rules of the ASU and Together Queensland, respectively, as they may be amended from time to time.

**X SIGN HERE**

Date:

## Union fees to 30 June, 2014

Union fees **fortnightly** (for Direct Debit)

	Income/ employment status	Fees
1	Members under 21 or working less than 50% FTE	\$9.75
2	Members working 50% or more but less than 100% of FTE	\$16.50
3	Gross fortnightly salary: \$1582.20 - \$2738.00	\$20.00
4	Gross fortnightly salary: \$2738.10 - \$3141.50	\$20.50
5	Gross fortnightly salary: \$3141.60 and above	\$21.50

Union fees **monthly** (for Credit Card)

	Income/ employment status	Fees
1	Members under 21 or working less than 50% FTE	\$21.13
2	Members working 50% or more but less than 100% of FTE	\$35.75
3	Gross fortnightly salary: \$1582.20 - \$2738.00	\$43.33
4	Gross fortnightly salary: \$2738.10 - \$3141.50	\$44.42
5	Gross fortnightly salary: \$3141.60 and above	\$46.58

Once you have completed this form, **hand back** to an Organiser, **fax** to 07 3017 6235, or **mail** to REPLY PAID PO BOX 3272 South Brisbane BC QLD 4101 (no stamp required).

**ABOUT DIRECT DEBIT:** All your bank information is kept confidential. ASU/Together will provide 14 days notice of any change in the terms of your arrangement. If you wish to cancel or change your arrangements please provide 14 days notice. Please ensure your nominated account can accept debits of this kind and there are enough funds to cover the payment. Your bank may charge you a dishonour fee if there is insufficient funds.

**PRIVACY INFORMATION:** We use members' personal information for membership management and provision of other services including industrial, health, insurance, financial advice, education and similar. Signing the membership form indicates your consent to the above.

**DISCLOSURE:** Your personal information is only disclosed to union staff, delegates, organisers and officials with whom you might deal or if we are required to do so by law, or for the purpose of sending you information about our services.

**ACCESS:** You may ask for a copy of the information the union holds about you. Requests must not interfere with anyone else's privacy and must be lawful. If you have any concerns about privacy call 1800 177 244.

**For industrial assistance call 1800 177 244**

Authorised Julie Bignell, Branch Secretary, Australian Services Union, Assistant Secretary, Together Queensland, Industrial Union of Employees. ABN 9785352816 • ABN 44901734369 • PRINTED ON RECYCLED PAPER

5 July 2013

Ms Anna Warne  
National Human Resources Manager  
I-MED Radiology Network  
Level 24  
201 Kent Street  
SYDNEY NSW 2000

Email to: [Anna.Warne@i-med.com.au](mailto:Anna.Warne@i-med.com.au)

Dear Ms Warne

**Re: Draft Southernex Pty Ltd Enterprise Agreement 2013 V5**

The Australian Municipal, Administrative, Clerical and Services Union (ASU) provides our feedback to the latest Draft document that is under review. Specifically, the document is titled the '*Southernex Clerical Enterprise Agreement 2013 V5*'.

The ASU outlines the points of disagreement which we have with the current draft version below with Southernex in relation to the revision of clauses to the extent that the original intent or/and provisions been altered and/or now removed.

The ASU is not satisfied that our views put forward each meeting in reply to the ongoing analysis of each revised draft document, have been genuinely considered by Southernex Pty Ltd. This is further heightened by the fact that the vast majority of our claims were also not taken on board or considered even in part for inclusion in the new agreement.

The refusal of Southernex to consider the ASU's opposition to the downgrading of the Home Based Typist classification from Level 4 to Level 3 as proposed by Southernex and its Bargaining Representatives is of great concern to us and our members and is further example of Southernex dismissing our views.

Below is a table reiterating our views and recommendations which are put forward for the genuine consideration of Southernex Pty Ltd in relation to Version 5 of the above draft agreement.

Please read as follows:

<b>DRAFT Enterprise Agreement 2013 V5</b>	<b>'Without Prejudice'</b> <b>ASU drafting advice/position on Version 5</b>
Page numbering	is out
Clause 7 – not titled	Has been left blank
Clause 11.2 – Part time employment	(c ) typo with second sentence 'working' should be 'work'  (d) prefer not to remove 'for a shift' as it provides clarity about when overtime will be paid.
Clause 12.1 (d) – Termination of employment by the employer	Tidy up required in (iii) - remove underline in between summary dismissal.
Clause 12.2 – Time off during notice period	Tidy up required – 4 <sup>th</sup> sentence after 'employer.'
Clause 15. – Pay and Allowance Increases	Wage increase to be inserted in (b) and when it will be paid (i) – (iii)
Clause 17. Classification	Has been struck through – is this your intention?
Clause 20.2 – Additional Duties	ASU rejects this proposed clause. The clause is an unlawful term of the Fair Work Act 2009.
Clause 20.3 – Travel Allowance	No issue
Clause 20.4 – Meal Allowance	ASU rejects the employer's re-framing of this clause.  The existing Agreement provides that a ½ hour paid break and a further ½ break to occur after 4 hours overtime is worked.  Meal allowance as defined in the Award is paid after one hour of the employees' usual finishing hour or in the case of shiftworker when overtime work on any shift exceeds one hour and <u>not after 10 hrs or 11 hrs if working a compressed week.</u>  ASU supports the Award provision which was not considered by Southernnex in its revision of this clause.
Clause 20.5 - Uniforms	Reject the employer removing the provision and number of uniforms to be given to employees from the existing clause and transferring this to policy.  The employer has not made any attempts to link this clause to policy.  It is possible that the employer will not require an employee to wear a uniform and therefore not provide uniforms despite the employer saying that it is their intention to continue doing so.
Clause 21.2- Ordinary hours of work and span of hours	ASU reject the reframing of this clause.  Particularly changing the operational days from 5 to 7 days. It is the ASU's view is that an employee would no longer be entitled to overtime payment if they were to have been required to work on a Saturday.  The existing agreement provided for work on Sunday to be paid at double time.  Now we have ordinary hours that potentially can be rearranged to be worked over 5 days stretching over Monday through to Sunday with only a 50% loading being applied to weekend work.  It is the ASU view that employees are not better off overall under this remodelled clause.

	<p>Can the employer clarify that the clause referenced in 21.2 (a) is intended to be clause 26?</p>
<p>Clause 22 (b) – Meal Breaks and Rest Pauses</p>	<p>Subclause (b) refers to day worker.</p> <p>Version 5 has no definition of what a ‘Day Worker’ is. This was removed from the existing agreement.</p> <p>It is a requirement to provide such a definition. The ASU position is that it should also specify the hours in what a day worker is expected to work, for example Monday through to Friday.</p> <p>The ASU supports the Award definition for insertion into this Agreement.</p>
<p>Clause 23.1 - Overtime</p>	<p>There is no reference to rest period should an employee who works so much overtime between the termination of their ordinary work and the commencement of their ordinary work on the next day.</p> <p>The Award provides that overtime to be paid at time and a half for the first 2 hours and double time thereafter.</p>
<p>Clause 23.2 - Overtime</p>	<p>Tidy up required with commencement of 3<sup>rd</sup> sentence down - take ‘d’ off “received.”</p> <p>The ASU position is that a part time employee receives overtime after their ordinary rostered hours – this clause says only after 7.6 hrs.</p>
<p>Clause 26. – Penalties for Weekend Work and Shift Work Clause</p>	<p>ASU rejects employer definition for a shiftworker.</p> <p>Can employer clarify how workers are better off under these provisions particularly given that the Award defines a shiftworker outside, the hours of day worker. A Day worker defined as one whom works between 6 am – 6 pm Monday to Friday?</p>
<p>Clause 27. – Annual Leave</p>	<p>It is the ASU position that the employer insert and reflect in the Agreement provisions of the Award and NES which reflect that a shiftworker is entitled to 5 weeks annual leave attracting a 17.5 % loading.</p> <p>The Award states that Annual Leave 31.1 (a) the NES provides that an employee who is defined as a shiftworker under this clause is entitled to an additional week’s annual leave on the same terms and conditions &amp; (b) For the purpose of the NES a shiftworker is an employee who is regularly rostered to work Sundays and public holidays.</p>
<p>Clause 28. – Personal Carers Leave</p>	<p>28. (a) Does employer wish to refer to NES instead or retain reference to the Fair Work Act 2009 and as amended?</p> <p>28. (c ) clause is inconsistent with the NES which says that the notice is in accordance with S107 (s) (a) and (b);</p> <p>ASU position is that the notice period as provided for in the NES replaces sub-clause 28. (c ).</p>
<p>Clause 32. –Parental Leave</p>	<p>The NES allows an employee to request an extension of unpaid leave beyond 52 weeks unpaid leave – so (a) should reflect this and not say that ‘eligible employees are entitled to a <u>maximum</u> of 52 weeks unpaid leave.....’</p>

	<p>Additionally, 32. (b) (ii) is confusing to read. Instead, ASU recommends replacing 3.2 (b) (ii) with the following:</p> <p>Employees will be entitled to 8 weeks paid parental leave which may be taken at half pay for double the period of time; and 8 weeks paid adoption leave for the primary carer of the adopted child which may be taken at half pay for double the period of time.</p> <p>This provision is in addition to the Commonwealth paid parental leave scheme.</p>
Clause 34.2	No issue
Schedule A – Classification Structure and Wage Rates	<p>ASU completely rejects the change to reduce the Home Based Medical Typist classification to be downgraded from Level 4 to Level 3.</p> <p>The employer has not provided the reasons for reducing this other than that this has been at the request of other Bargaining Representatives. The autonomy, initiative and level of responsibility is far greater than an employee based in a clinic setting and I do not believe this has been considered fairly or taken into account. This is extremely unfair.</p> <p>ASU formally rejects any further requests by other Bargaining Representatives to reduce the Courier classification should the employer still be considering.</p>

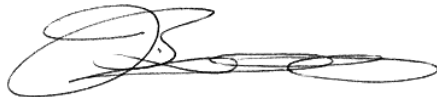
In response to the wage proposal of 3% per annum, it is our members' view that this increase does not address nor meet the pressures that they face in their day to day lives and request that Southernnex reconsider and provide a wage increase more generous and closer to our claim of 5%.

The ASU also requests clarification on the process from here, now that you wish to finalise the Draft Document.

In closing, the ASU requests that Southernnex Pty Ltd give genuine consideration to the recommendations made above, and provide your response in writing outlining the reasons for your responses as required by good faith bargaining obligations of the Fair Work Act 2009 by Friday 12 July 2013.

Please direct your correspondence to [info@qld.asu.net.au](mailto:info@qld.asu.net.au).

Yours faithfully



Julie Bignell  
Branch Secretary

Cc Jason Dowden, General Manager [Jason.Dowden@i-med.com.au](mailto:Jason.Dowden@i-med.com.au)