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Wednesday 20 May 2020

Beth Mohle  
Secretary  
Queensland Nurses and Midwives Union  
GPO Box 1289  
Brisbane QLD 4001

By email: [secretary@qnmw.org.au](mailto:secretary@qnmw.org.au)

Dear Beth

**Re: Proposed single enterprise agreement**

The Australian, Municipal, Administrative, Clerical and Services Union (“the ASU”) writes on behalf of our members employed at the Queensland Nurses and Midwives Union (“the QNMU”) who will be covered by the proposed single enterprise agreement (“the proposed agreement”).

The ASU is disappointed that the QNMU have decided to commence the ballot process for the proposed agreement. The ASU contends that negotiations have not yet been thoroughly exhausted, and a number of claims remain unresolved.

Our members are significantly concerned about the erosion of existing conditions, and these concerns have not been adequately addressed. It is our intention to actively encourage our members to vote against the proposed agreement and to commence the process for engaging in protected industrial action if the proposed agreement is voted down.

The ASU acknowledges that the QNMU has a long-standing principle of “*acting in solidarity and ensuring an alignment of interests*” with its members who are employed by Queensland Health. We are concerned that the proposed agreement does not align itself to those principles and employees will be at a disadvantage when compared to employees at Queensland Health.

We have provided below a list of outstanding claims for your consideration. These claims either provide for the same/or similar condition as Queensland Health or are existing entitlements that we are seeking to maintain.

- Clause 12 – Consultation, which no longer references “*where the Employer is seriously considering a decision to introduce major changes*”.
- Clause 14 – Dispute and Grievance Resolution Procedure, which has some concerning exclusions and unreasonably long escalation timeframes.
- Refusal to include temporary conversion clauses (whereby temporary employees employed for 2 years or greater can seek to have their employment status reviewed), this is despite:
  - this being an entitlement for Queensland Health employees
  - QNMU’s position not aligning with the recent campaigns against insecure work.

- Clause 22 – Discipline Procedure
  - Management has sought to exclude use of the grievance procedure
  - Includes reference to a QNMU Discipline policy which can be changed at any time and without agreement between the parties
  
- Clause 11.6 – Flexible Work Arrangement Options,
  - Should reference the options available, including e.g. part-time employment (clause 18), job share (clause 21), transition to retirement (clause 33), annual leave at half pay (41.4), leave without pay option for 12 months or a career break (clause 55)
  - should include working remotely.
  - Clause 21 – Job Share, does not include clause 29.7 from the 2018 document, that, “Should either participating employee leave the employment of the employer, the remaining employee shall be offered the balance of the employment.” This is a reduction in conditions for administration employees.
  
- Excessive Annual Leave
  - The proposed agreement provides for a minimum of 4 weeks’ notice to be given by the employer to direct an employee to take annual leave. However, the Clerk’s Award provides a minimum of 8 weeks’ notice.
  
- 10 hour break between shifts should be included for all staff (and not limited to wages staff only) to align with Queensland Health conditions, work/life balance and fatigue prevention strategies.
  
- Clause 59.2 – Span of hours has been changed to 7.00am to 7.00pm Monday to Friday from 7.30am to 5.30pm Monday to Friday for administration employees.
  - This claim was never properly discussed with the bargaining representatives and was only ever discussed in the drafting committee.
  
- The proposed agreement does not include clause 31.2(a), (b), (c) and (d) - Classification Criteria from the 2018 document. This is essential in providing the principles behind role classification.
  
- The removal of clause 16.3 – Consultation in the workplace from the 2018 document, which gives the JCC the ability to interpret the agreement if there is disagreement between the parties.
  
- The removal of clauses 20.4 and 20.8 -Part-time employees from the 2018 document, which made clear:
  - that the employer and employee must agree in writing to the number of ordinary hours worked per week and any variation in ordinary hours or work pattern is to be by agreement (this is also required under the Clerk’s Award)
  - that a part-time employee will be paid for a public holiday on a day they would ordinary have worked (as the National Employment Standards do not spell this out clearly enough).
  
- The removal of clause 49.6 – Sole Relative form the 2018 document, which allows an employee who is the sole surviving relative or legal guardian of the deceased to access compassionate leave under clause 49.7 Special Circumstances.
  
- Inclusion of a potential wage freeze – at this stage Queensland Health employees do not have a wage freeze provision within their certified agreement. The inclusion of a wage freeze enabling clause within the proposed agreement is not consistent with current arrangements for Queensland Health employees and we are concerned that we may end up in industrial disputation over an unknown outcome.

The ASU remains willing to work with the QNMU to resolve the outstanding claims and finalise the negotiations for a new single enterprise agreement. However, whilst the QNMU remain unwilling to meet with our Union we will have to respect the wishes of our members and actively campaign against the proposed agreement.

Please do not hesitate to contact Neil Henderson or Alex Scott to discuss this matter further.

Yours sincerely



Robert Potter  
National Secretary

