

**ASU MEMBER FORMAL RESPONSE TO UNISON EA DRAFT PROPOSAL AS AT MAY 2021
WITHOUT PREJUDICE**

Employer's position as at May 2021	Member feedback May 2021
<p>Prevention and settlement of disputes. Unison has a good Prevention and settlement of disputes. That provides employees with rights to use the independent umpire, the Fair Work Commission (FWC) to resolve and settle disputes relating to employment matters.</p> <p>The employer wishes to reduce these rights to only matters covered by the Enterprise Agreement.</p>	<p>Agreement needs to maintain a strong dispute resolution clause and preserve employees right to utilise the FWC. Members want the status quo clause especially if the employer maintains their position to remove the reference to mutual agreement for job descriptions.</p>
<p>Employer wants an increase in the notice period to access Religious and Cultural Holidays.</p>	<p>Member feedback is that they open to accept change to 4 weeks' notice but would prefer 2 weeks' notice.</p>
<p>The employer wants the right to terminate Working from home (WFH) arrangements after 3 days.</p>	<p>ASU position is that WFH notice period should be in line with whatever is agreed with respect to Individual Flexibility Agreements (IFA).</p> <p>If WFH is imposed, then the period of notice needs to be extended (subject to circumstances such as lock downs) to allow for genuine consultation as the ASU views circumstances such as these, as significant change.</p> <p>If WFH has been requested and approved, then approved then a longer notice period would be appropriate. Member view is this should be 4 or 6 weeks as is the case in all IFA's as has been proposed by Unison: reducing current notice period for IFA's from 13 weeks to 4 weeks.</p>
<p>Employer wants to extend the spread of Hours from 7.30am - 7.30pm.</p> <p>Currently 9.00am – 6.00pm</p> <p>Employer's proposal reduces access to hours of work that trigger an overtime payment.</p>	<p>Members have reservations about this proposal and question the need.</p> <p>ASU wants further member input on this issue.</p>
<p>Employer wants to reduce accruals of more than 1 day, and introduce a to ensure RDO's are taken when they fall.</p> <p>Employer is also proposing RDO's can be taken any day of the working week rather than just Monday or Friday.</p>	<p>Want to ensure that there is scope for discretion rather than just a payroll mechanism (context of the pandemic last year is a case in point).</p> <p>Members open to accept proposal on condition there is scope for discretion to mitigate adverse impacts for employees is available.</p> <p>Members welcomed the extra days available to take RDO's as this would support taking them within the required timelines.</p>

<p>Employer wants employees to provide a medical certificate if personal leave is taken either side of a RDO as is currently required either side of a public holiday and weekend,</p>	<p>Members open to accept change if;</p> <ol style="list-style-type: none"> 1. If an employee is unwell on their RDO and a medical certificate is produced the RDO will be recredited. 2. In exceptional circumstances where a medical certificate could not be secured Manager will accept a stat Dec. <p>Then needs to be some provision that in the event that a med certificate cannot be secured a stat dec would suffice, up to a limited number of occasions</p>
<p>Employer has rejected the inclusion of “significant other” and any reference to kinship care arrangements in the definition of family.</p>	<p>Members are still firm that the definition needs to be broader at least a reference to kinship care. Members prepared to withdraw claim for significant other if Kinship claim is accepted.</p>
<p>Individual Flexible arrangements (IFA’s): Changes to notice period from 13 weeks to 4 weeks.</p>	<p>ASU members propose 6 weeks’ notice as opposed to 4 weeks, however, would accept 4 If the WFH claim above is accepted</p>
<p>Employer opposes maintaining the Clause Policy implementation in line with Agreement. Unison wanting this removed.</p>	<p>Member’s consideration of the removal of this clause if it was changed to “any policy change will not in any way contradict and/or compromise expressed entitlements and conditions in the EA. As policy changes cannot undermine a term of the EA the suggested change would clarify the legal standing of the Enterprise Agreement.</p>
<p>Currently changes to Job descriptions require “mutual agreement” before change can occur.</p>	<p>ASU members considering agreeing to the removal of this clause but only if the current dispute clause remains unchanged</p>
<p>Employer opposes a requirement to notify the union of significant Workplace Change.</p>	<p>Members are firm and unflinching on this: ASU needs to be notified. Especially given recent events.</p>
<p>Employer seeks to expand definitions of employment types of employment Unison. Unison seeks to expand categories.</p>	<p>Members would be open to accept the expansion of the definition if the following clause was included in the EA.</p> <p style="text-align: center;">Fixed-term employment</p> <p>A fixed-term employee is an Employee who is engaged:</p> <ol style="list-style-type: none"> (i) In a position which is temporary in nature for a specified period of time; or (ii) for the completion of a specified task(s) or project on a full-time or part-time basis; or (iii) to relieve in a vacant position arising from an employee taking leave in accordance with this Agreement.

ASU also seeks an expressed commitment to secure and ongoing employment. The following is suggested wording.

“Unison as a leading agency in the Community Housing Sector is committed to a permanent workforce by taking all reasonable steps to ensure that the enterprise has a stable, committed and sustainable workforce. Unison will demonstrate this commitment by ensuring that no person will be employed on a contract that limits their employment to a specified period in situations where that person could properly be engaged on an ongoing basis. Examples of situations of circumstances where true fixed term employment could apply include, special projects, the filling of parental leave, extended absences, career break leave and long service leave absences.”

ASU members oppose a reduction to the Award classification structure. And want to maintain the Levels 7 and 8.

Member’s response is that both options are inadequate. Whatever amount is agreed to reference needs to be made to “the national wage case or whatever is greater.” Members open to a flat X% pay increase each July or the national Wage case whichever is greater.

Employer seeks to reduce the classification structure to six levels.

Pay Offer –
Unison current offer

- **UNISON PAY OFFER:**
 - Option 1:**
 - 1.5% July 1, 2021**
 - 1.5% July 1, 2022**
 - 1.5% July 1, 2023**
 - In addition to this offer a one off \$350 sign on bonus (pro rata for part-time and casual staff). The sign on bonus does not apply to any employee that are serving a period of notice of termination of their employment***
 - Option 2:**
 - 1.5% July 1, 2021**
 - 1.6% July 1, 2022**
 - 1.7% July 1, 2023**
 - With no sign on bonus**