

Not so fair claims served by company

You ASU reps have now received Maurice Blackburn's log of claims ready for discussion at our next bargaining meeting with them on 7th & 8th December 2015 (see the back of this bulletin)

We are yet to hear the detail of what exactly is proposed but there are a number of significant claims designed to cut wages and conditions, and limit the scope of our agreement and extend working hours.

The firm proposes that there will not be guaranteed wage increases for anyone earning \$80,000 or over and for anyone who is a Lawyer which may include trainee Lawyers.

We believe this will affect significant numbers of staff in particular hard working long serving staff.

There is also a claim to limit the scope of this EBA cutting out higher paid staff. This could well mean they lose the significant non-wage entitlements that the agreement provides not the least of which is redundancy. It seems the firm wants to walk away from the current right for all employees to collectively bargain.

The firm also wants to extend the spread of hours which is currently 7am – 6:30pm to 7am – 8pm. This would mean that the time worked from 6:30pm would no longer attract overtime and may signal longer opening hours of offices.

In a sad development for continuing education the company also wants to cap study leave to 26 days a year for law graduates training and 6 days per year for other employees. This is a significant reduction in entitlements (see current EBA clause 27)

Trainee Lawyers are also under attack with the proposal to take out clause 42 of the existing agreement and replace it with a policy. The trouble with policies as we have seen recently is that they can change at the whim of HR and are not collectively enforceable.

This is but a small snap shot of what we have received and of course we need more detail which we will hopefully get on Monday.

Anyone who thought that the firm might have a benign bargaining agenda will be sadly disappointed.

What's next?

Your National Negotiating Team want member feedback and have proposed to hold a meeting of members on **Monday 7th December 2015 at 3pm (AEDST)** i.e. QLD – 2pm, SA – 2:30pm, WA – 12noon.

Your local delegates and organisers will provide meeting details. (cont. overleaf)

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There is no doubt in the past we have seen attempts to cut wages and conditions by the firm which we have successfully defeated by being organised – so we can do it again, so make sure you attend your local meeting to express your views on our next steps.

Now more than ever it is time to join the ASU – you can join the ASU online at <https://www.asu.asn.au/asujoin>

If you have any questions, contact your ASU delegate or local organiser:

ASU Organiser	Branch	Contact
Nick Herbert	New South Wales	0419 761 320
Jo Justo	QLD Together	0449 520 337
Jeanine Orzani	QLD Services	0417 714 767
Chiara Lennox	QLD Services	0427 712 410
Andy Lewis	Victoria	0409 778 890
Janet Giles	SA/NT	08 8363 1322
Rebecca Gillis	Western Australia	0417 969 502

CONFIDENTIAL

3 December 2015



Maurice Blackburn Log of Claims

1. EBA not to cover employees whose salary (excluding superannuation) is \$185,000 or more;
2. Delete the probationary clause;
3. Guaranteed salary increases to apply only to salary rates below \$80,000. Guaranteed salary increases not to apply to lawyer rates.
4. Extend span of ordinary hours to 8pm;
5. Approved work during Christmas Closure Leave to be taken as time in lieu before 30 April in the following year;
6. Personal leave to accrue progressively;
7. Religious/volunteer/other leave to be tied to year of service;
8. Cap study leave at 26 days per year of service for law graduate trainees and 6 days per year of service for other employees;
9. Expand the matters that can be the subject of an individual flexibility arrangement for employees who request a flexible working arrangement;
10. Separate the grievance and dispute resolution procedures;
11. Delete the trainee lawyers matters clause (to be replaced by policy);
12. Internal advertising of positions not to be required when they are to be filled by employees returning from long-term absence and graduate trainees moving into 1st year lawyer roles;
13. Retrenched employees to be provided with a statement of service;
14. Replace clause 21.5 with: *"Paid annual leave may be taken for a period agreed between an employee and Maurice Blackburn. Maurice Blackburn must not unreasonably refuse to agree to a request by an employee to take paid annual leave"*; and
15. Replace clause 21.6 with: *"Maurice Blackburn may direct an employee to take annual leave where it is reasonable to do so and where the employee has annual leave that accrued in excess of two years earlier."*
16. Secondary carers to be able to take parental leave in more than a single period by agreement.