



**The Australian Services Union – Victorian Authorities & Services Branch wishes to initiate negotiations for an Agreement to determine the wages and conditions of workers over whom the union has coverage. The following are matters that the ASU is seeking to include in the Agreement.**

### **Log of Claims**

1. The maintenance of all current allowable conditions as set out in the Community Legal Centres Multi Business Agreement

**In addition, the ASU is seeking that:-**

#### **2. Rates of pay**

The rates of pay of all employees covered by the Agreement will increase by up to 50% by 1 July 2012. This may be achieved by a variety of methods including but not limited to:-

- a. a one off increase to all rates of pay;
- b. staggered increases to all rates of pay occurring at agreed intervals such that all rates of pay have increased by the specified amount by the specified date;
- c. agreed improvements to career path options at the workplace.

#### **3. Portable Long Service Leave**

- a. The employer will maintain a fund that provides for its total liability for employee long service leave. The fund will detail the equity of each employee.
- b. If an employee is terminated for any reason prior to being eligible to have their accrued leave paid out and if that employee gains alternative employment with a 'not for profit' community service within 12 months, the employer will transfer the employee's Long Service Leave equity to the new employer.
- c. Any employee commencing after the Agreement takes effect who has worked in the 'not for profit' community sector within the preceding twelve months will have their service with their previous employer recognised for the purposes of Long Service Leave accrual.
- d. Should the Victorian State Government establish a sector wide Portable Long Service Scheme, then on the date the employer becomes a party to that scheme these provisions will cease to operate and the provisions of the government established scheme shall stand in their place.

#### **4. Paid Parental Leave**

Every employee covered by the Agreement will be entitled to at least 18 weeks at full pay, paid parental leave.

## 5. Safer Workplaces

During the life of the Agreement, the employer will:-

- a. Take all necessary practical steps to provide and maintain a healthy and safe workplace environment;
- b. Undertake an audit of Designated Work Groups ('DWG's) at the workplace and, where required, facilitate the election of OH&S Representatives for each DWG and ensure that all representatives are provided with relevant and ongoing training, development and support to perform their role.
- c. Consult with relevant staff and OH&S representatives in the workplace in relation to "work changes" and when selecting plant, equipment and substances with the aim of eliminating or reducing hazards at the workplace;
- d. Consult with relevant staff and OH&S representatives regarding the possibility of implementing a 'zero tolerance' approach towards occupational violence and abuse;
- e. Introduce occupational health and safety training programs aimed at maximising employee input to the identification assessment and control of hazards;
- f. Provide an effective rehabilitation of injured workers and an early return to work program including prompt referral to appropriate support services;
- g. Enhance participative practices for the prevention and management of workplace conflict;
- h. identify and address any needs for employee and management training to improve the handling of stress as a workplace issue.

## 6. Classifications

- a) That a workplace classification structure be endorsed by parties to the Agreement that reflects the nature of employment in your Community Legal centre, this being primarily legal, community and policy work.
  - b) That this new classification structure be implemented within 6 months of the Agreement being lodged.
7. The inclusion of a specific clause confirming that no employee covered by the terms of the Agreement will suffer any disadvantage by operation of any term, condition or benefit in the Agreement.

**Individual workplace clauses if required to be added below**

**The ASU looks forward to discussing these matters further with your organisation. To arrange a suitable time for a meeting to commence negotiations, please contact our office on ph: 1300 855 570.**



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