EBA negotiations are underway

On the 10 July 2019 we had our second EBA meeting. While the first EBA meeting on the 26 June was largely administrative in nature, in this second meeting we performed the important task of tabling our respective Log of Claims and having an introductory discussion regarding each item in the respective Logs (see attached USU/ ASU Log and MB Log-the MB Log was slightly amended as a result of the 10 July meeting).

Members will appreciate these are early days of the negotiation and there shall be lots more discussions and arguments concerning these Log items. To clarify some of the items, both the USU/ASU and MB have agreed to provide each other more information, details, draft clauses etc. in time for the next EBA meeting on the 31 July 2019. It is expected that both parties will be clearer where each of them stand on certain issues after the meeting on the 31 July.

Meanwhile, the MB Log will also be discussed at the USU/ASU EBA training day for EBA delegates on the 24 July in Melbourne.

The USU/ASU will keep members informed of any major developments during the EBA negotiations.

Want more information?

If you have a question, don't hesitate to contact your organisers or delegates:

ASU Organiser	Branch	Contact
Emily Callachor	USU Branch (NSW)	0417 420 924
Daniel Bevis	QLD Together	0449 207 363
Sarah Haar	Victoria	0409 778 890
Lovisa Muyderman	SA & NT	0437 858 814
Rebecca Gillis	Western Australia	0417 969 502
Michael Rizzo	ASU National Office Melbourne	0418 513 843

USU BARGAINING REPS	
Kara Hill	khill@mauriceblackburn.com.au
Katherine McCallum	kmccallum@mauriceblackburn.com.au
Lewis Hamilton	Ihamilton@mauriceblackburn.com.au
Lucy Minter	Iminter@mauriceblackburn.com.au
Mutu Yolbulan	myolbulan@mauriceblackburn.com.au
Penny Parker	pparker@mauriceblackburn.com.au
Tim McGinley	tmcginley@mauriceblackburn.com.au

Join today.



USU/ASU Maurice Blackburn

EBA Bulletin # 2 10 July 2019



📞 1300 136 604 🛛 📃 https://www.usu.org.au/join

Authorised and printed by Graeme Kelly OAM, General Secretary NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union Level 7, 321 Pitt St Sydney • Phone: (02) 9265 8211 • Facsimile: (02) 9261 2265 • Email: united@usu.org.au • Website: www.usu.org.au

USU/ASU Log of Claims – June 2019

USU/ASU members endorsed the following claims for the *Maurice Blackburn Employees' Agreement 2019*:

Pay and Super

- 1. 5% annual pay increases
- 2. Increase employer superannuation contribution to 12%
- 3. Employer super contributions to be maintained during paid and UNPAID parental leave
- 4. A fair and transparent system for the allocation of bonuses
- 5. Same pay rates and conditions for all employees in comparable positions (including gender pay parity), including the inclusion of pay bands in the EBA
- 6. Preference for a 3 year agreement unless otherwise agreed

Work/Life Balance and Access to Leave

- 7. A fair system for working flex-time, time off in lieu, a regular rostered day off, and clauses relating for the right to work at home
- 8. Increased parental leave
- 9. Christmas shutdown paid leave available to ALL employees
- 10. Fairer access to annual leave and long service leave
- 11. Revised study leave provisions which promote a fairer and more transparent access to leave especially for those studying for their law degree
- 12. Alternative Australia Day leave arrangements so staff are able to elect to take the Australia Day public holiday on 26 January, or an alternative date, for those staff who recognise the issues this date causes for Indigenous Australians
- 13. Increased leave entitlements an increase in the number of annual leave and/or health and wellbeing days

Fair conditions

- 14. Maintain or improve current EBA conditions
- 15. Provisions to assist parents to return to work after parental leave
- 16. Consistent gym membership policy for all employees
- 17. Improve access to car parking for employees
- 18. Improve lunchroom facilities, and facilities in general

USU/ASU ● Maurice Blackburn

- 19. A fairer and more transparent system for trainee lawyers/graduates, including guaranteed transition to 1st Year Lawyer upon admission to practice
- 20. A fairer and more uniform system for hours worked within and between offices
- 21. Redundancy
 - a. Increased redundancy pay benefits
 - b. A comprehensive, consultative and transparent redundancy process with a focus on mitigation and alternate options
- 22. Increased long service leave entitlements e.g. 13 weeks paid leave at 10 years' service
- 23. Improved role/pay classification schedule to the agreement, including:
 - a. Steps to progress and finalise the classification structure review as per clause 58 of the EBA
 - b. Expansion of the "Minimum Salaries" tables in the EBA to include clear salary and career progression for shared services staff, legal assistants and paralegals
- 24. A requirement to hire paralegals on ongoing permanent contracts
- 25. Such other claims that may arise during bargaining

Maurice Blackburn Pty Ltd and Zabulon Pty Ltd (**Maurice Blackburn**) has the following claims for the *Maurice Blackburn Employees' Agreement 2020*:

1. The Agreement will cover all General Employees.

'General Employees' means all employees except for senior employees in the following roles: Senior Associate; Special Counsel; General Counsel; Principal; Supervising Principal; National Manager; Executive; Senior Executive; and equivalent.

- 2. Amend the classification structure.
- 3. Clear salary and progression bands for General Employees.
- 4. Remove the obligation to provide income protection insurance.
- 5. Amend the Performance and Discipline clause so that it includes a transparent process for performance management.
- 6. Amend the Performance and Discipline clause so that it includes a transparent process for the management of misconduct.
- 7. Amend the annual leave clause to allow for cashing out of annual leave and management of excessive annual leave balances.
- 8. Amend the study support clause so that it applies only to Law Graduates and is consistent with the entitlement in the *Legal Services Award 2010*.
- 9. Amend the grievance resolution procedure.
- 10. Amend the overtime clause. Overtime is payable at overtime rates only for overtime that is required and approved in advanced by Maurice Blackburn. All other approved additional hours are payable at ordinary rates.
- 11. Remove the requirement to advertise positions internally when they relate to promotion, where required to avoid retrenchment and in cases of urgent business need.
- 12. Such other claims that may arise during bargaining.



Application For USU Membership

NEW SOUTH WALES LOCAL GOVERNMENT, CLERICAL, ADMINISTRATIVE, ENERGY, AIRLINES & UTILITIES UNION

SECTION A YOUR DETAILS:	FORM 1-230113. OFFICE USE ONLY Membership No.	
NAME: Title: Surname:	Given Names: DOB: / /	
EMAIL: Home:	Work:	
PHONE: Home: Work:	Mobile:	
HOME ADDRESS:	Postcode:	
EMPLOYER:		
WORKSITE ADDRESS:	Postcode:	
OCCUPATION:		
* Please circle income threshold: A B	ntractor Casual Apprentice Temp Seasonal CDEFGHIJKLM y income thresholds - see attached rates card (also available at www.usu.org.au)	
SECTION B APPLICATION FOR MEMBERSHIP I, the undersigned, hereby apply for membership of the NSW Local G Administrative, Energy, Airlines & Utilities Union (trading as the United 1 and the NSW Local Government, Clerical, Administrative, Energy, Airl of the Australian Municipal, Administrative, Clerical and Services Unio I agree to abide by the Rules of the Union as amended from time to with the Fair Work Act 2009 (C'th) and the Industrial Relations Act 199 authorise the USU/ASU to act as bargaining agent on my behalf with matters affecting my employment with my employer. I understand my authorisation remains in force until I revoke it in writin with the Fair Work Act 2009 (C'th) and the Industrial Relations Act 199 read the information supplied relating to financial obligations of men circumstances and manner in which I may resign my membership.	 rvices Union - USU) a. A notice of resignation takes effect: a. where the member ceases to be eligible for membership of the Union i. on the day on which the notice is received; or ii. on the day specified in the notice, which is a day not earlier than the day when the member ceases to be eligible to become a member; whichever is the later: or b. in any other case: i. at the end of two weeks after the notice is received, or ii. at the end of two weeks after the notice is received, or ii. at the end of two weeks after the notice is received, or ii. at the end of two weeks after the notice is received, or ii. at the end of two weeks after the notice is received, or ii. at the end of two weeks after the notice is received, or ii. at the end of two weeks after the notice is received, or ii. at the end of two weeks after the notice is received, or ii. at the end of such monies may be sude for and recovered in the name of the Union, subject to the Fair Work Act 2009 (C'th) and the industrial Relations Act 1996 (NSW) or any Act amending the same. 	
Please indicate the name of person who provided this membership	Please note that the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union trades as the United Services Union.	
Name of person: M'ship No. (if kn	rivacy sidiemeni	
Applicant's Signature: Dc	Note: The United Services Union is bound by the Privacy Act 1988 (C'th). The Union's Privacy Statement is available by contacting the USU on 1300 136 604 or on the website at www.usu.org.au	
SECTION C PAYMENT METHOD:		
I, Surname: wish to pay my USU subscription:	Given Name/s:	
	□ Friday effective From: / /	
DETAILS OF A	CCOUNT TO BE DEBITED	
/We	authorise, until further notice, the UNITED SERVICES UNION (User ID: 062819), It which the USU may debit or charge me/us through the Direct Debit system.	
Name of Financial Institution/Branch:	,	
Account Name: (If joint account two signatures are require	BSB No: Account No:	
□ I authorise my employer to release my financial institution details, ir subscriptions can be commenced from my account. I recognise that	luding any changes from time to time, to the USU so that direct debit of Union by employer has no financial accountability in this transaction and that if I have II contact me to determine which account I wish to use for paying USU subscriptions.	
OR CRI	DIT CARD DETAILS	
Card Number:	Expiry date: / Mastercard Visa	
□ I will pay my subscription via BPAY/Statement. □ I will pay my subscription via Payroll Deduction. Payroll deduction authority can be downloaded at www.usu.org.au UNe authorize the following: □ The USU to verify the details of the above permed approximation by the my (our Financial institution)		
 I. The USU to verify the details of the above named account with my/our Financial institution 2. The Financial institution to release information allowing the USU to verify the above account details. I agree at all times to have sufficient funds or credit to ensure the electronic transfers occur irrespective of the method of payment. Failure to pay could 		
affect whether I am a financial member in accordance with the rules of the union.		
Signature/s: X	Date / /	