

A NEW ERA

Significant process has been made to the establishment of longer term positive relationships between the ASU and the St Vincent De Paul Society by beginning the process of resolving outstanding issues for members. This newsletter is to bring members up to date with the progress, what you need to do and where we currently stand.

Members will recall that ASU Secretary Sally McManus and Acting President Raymond James had signed off on an in principle "peace deal" which was endorsed by ASU delegates on 16th August.

Since that time, Sally and Raymond have continued to meet to ensure progress is made and John Picot, CEO and Michael Flinn, ASU Assistant Secretary have been working on resolving the outstanding issues for members by putting the in principle deal into action.

These discussions have continued to be positive and productive.

During this time David Patterson and Maria McNuff have also returned to work at the Learning and Development Centre, which was a great day for them. They have settled back into the workplace and will no doubt continue their good work for the Society into the future.

Memorandum of Understanding (MOU)

A MOU is a form of an agreement between two parties. The result of the negotiations between Mr Picot and Mr Flinn is the ASU and St Vincent De Paul signing off on the following MOU on 17 October 2007. The main purpose of this MOU is to set out how problems or differences will be dealt with so they can be resolved in a fair and timely manner. The full copy of the Agreement is below.

This Memorandum of Understanding is based on the Agreement signed by the Society of St Vincent de Paul (NSW) (the Society) and the Australian Services Union of NSW (ASU) on 15th September 2007.

1. The Society and the ASU are desirous of establishing an harmonious working relationship.
2. Both parties have proud histories in relation to Social Justice and the defense of the marginalised and disadvantaged.
3. Both parties believe that by working together in cooperation they can more effectively achieve their respective aims in pursuit of social justice.
4. Both parties are committed to the four principles of good faith; good will; mutual trust; and mutual respect; on which this Memorandum of Understanding is based.

5. The ASU recognises that the Society's Trustees Council has formally adopted the goal that the Society is to be the leading Employer-of-Choice in the community welfare sector in NSW.
6. The ASU will work cooperatively with the Society towards the Society's achievement of the goal.
7. Both parties recognise that at times differences will arise between the parties and between those they represent.
8. Accordingly set out in this memorandum is an agreed understanding of how differences, when they arise, might most effectively be addressed within the framework of the four principles.
9. The ASU recognises for its part that the Society will at all times act in good faith. Equally the Society recognises that the ASU acts in good faith in representing the interests of its members.
10. The Society recognises the ASU and its elected delegates as legitimate representatives of ASU members employed in social and community service work.
The position of Youth Coordinator is deemed to be under the SACS Award.
11. The ASU recognises Executive Officers of the Trustees Council and the Diocesan Councils as the legitimate representatives of the Society for these purposes.
12. The parties have agreed that in order to facilitate the ongoing development of

good relationships there will be quarterly meeting between the ASU and its delegates and senior management of the Society. The purpose of these meetings is to foster a harmonious working relationship and to deal with any matters of urgency.

13. The parties are agreed that the ASU will be invited to attend staff inductions as appropriate and that the ASU will be provided with reasonable access to the workplace.
14. The parties agree that where disputes arise in Society workplaces covered by the SACS Award the provisions of the SACS Award read in conjunction with the Society's grievance procedures shall be followed. Ordinarily it is expected that in the first instance disputes will be settled in the workplace by those directly involved. At the request of either party the local ASU workplace delegate will be included in the dispute resolution process.
15. The parties agree where it is necessary for officers of either organisation to make contact with the other party then prompt consideration shall be given to the issues raised.
16. Whilst the parties will make every attempt to settle the matters in dispute between the parties or those they represent they also recognise the valuable assistance that may at times be provided by the independent umpire, the NSW Industrial Relations Commission.

What Has Now Been Agreed

Attached to the MOU are the issues that have now been agreed. Set out below are the issue and what has been agreed.

Issue	Agreement
Negotiations to reach agreement on a standard letter of appointment for employees covered by the Award.	The parties will nominate one person each who will meet within 7 days of the signing of this document with a view to negotiating an agreed letter of appointment.

Issue	Agreement
<p>Agreement on a process which will ensure that all staff who are entitled to be covered by the Award are in fact afforded Award conditions.</p>	<p>The Society will identify to the best of its ability staff employed at State, Diocesan and Regional council level who have been engaged as 'Non-Award' or Award free. The parties will nominate one person each who will meet as soon as practicable to review the job descriptions of the said staff with a view to reaching agreement as to whether or not those staff are covered by the Award.</p>
<p>Agreement to review the conditions of employment of staff in areas identified by the ASU to ensure that the Award appropriate conditions are being provided.</p>	<p>The ASU will, within 14 days, provide details of instances where it believes that Award condition have not been applied. The Society will investigate and then meet with the ASU to discuss the results of those investigations.</p>
<p>Agreement that should the ASU identify staff who have not been paid in accordance with the Award then the Society and the ASU will agree on payment.</p>	<p>It is agreed that where as a result of the implementation of 2 and 3 above, staff are identified who have not been paid appropriately then the parties will meet to confer on how such matters are to be rectified.</p>
<p>An unequivocal statement that the Society will not be operating under WorkChoices.</p>	<p>This matter and how it is to be progressed shall be finalized by Raymond James and Sally McManus.</p>
<p>The Society believes that the best platform for the Society to be a leading employer of choice will be contained in an enterprise agreement. The Society will work with the ASU and the ASU elected employee delegates in negotiating the enterprise agreement on an agreed process and timeframe and coverage for the agreement. The agreement will be finalized after the forthcoming Federal election and as required by law will be subject to a vote of staff.</p>	<p>As already agreed between Raymond James and Sally McManus, representatives of the Trustees and the ASU delegates will meet in the coming weeks with a view to progressing the ongoing development of a positive working relationship. The timelines and processes for the negotiation of any EBA will be discussed at this meeting. NB. Since the Election has now been called, this has been postponed until after 24 November</p>
<p>Agreement by the Society to commit to abide by the Introduction of Change provisions in the Award. Agreement that where staff are moved from one workplace to another that such movement will occur after appropriate consultation. Where staff job descriptions are to be varied the changes will be negotiated with Staff before being implemented. Agreement that where a job changed is so significant that an employee no longer wishes to do the new job then redundancy will apply.</p>	<p>The parties are agreed that they shall appoint two people each who shall meet with a view to negotiating on an agreed process and step by step guide to be followed by both the Society and its employees where change is to be introduced in the workplace.</p>

Issue	Agreement
The Society will discuss with the ASU ensuring an understanding of the employer-employee relationships within the Society.	The Society will, within 14 days, provide the ASU with a written document setting out the details of the employer employee relationship for the Society.
The Society will invite the ASU to relevant staff inductions and will not impede reasonable access to the workplace.	The Society will provide the ASU with the dates for staff induction on a quarterly basis. The parties will then discuss the appropriate involvement of the ASU.

What Does This Mean and What Must Members Now Do?

1. Any member who has a letter of appointment that states that they are "Award free", **must** contact the ASU Office and speak to Asren, or email him on asren@asu.org.au
2. Any member who believes they have not received appropriate Award conditions such as penalty rates, overtime or rates of pay must contact the ASU Office and speak to Asren, or email him on asren@asu.org.au immediately.
3. The Society has clearly stated that they **do not support and they will not be using WorkChoices** for their own workers. They have given this undertaking to the ASU and they have made public statements criticising WorkChoices generally.
4. The Society has given the ASU an undertaking that all Award wages and

conditions will be the **minimum** for any enterprise agreement. The purpose of an agreement is to "lock in" better than Award conditions. On this basis we have agreed to meet to negotiate such an Agreement with ASU delegates and St Vincent De Paul management after the Federal election.

5. The Society has also agreed to support ASU delegates attending union training so they can best perform their jobs as delegates and participate in the bargaining. This can be organised when bargaining begins.
6. The ASU will appoint Lurline Comerford, ASU Senior Industrial Officer, to finalise the outstanding issues outlined above with HR manager from St Vincent De Paul.

Well done to all members and delegates for their hard work in progressing matters for everyone! If you are affected by any of the issues please act on them immediately.

Let's spend the next month focusing on getting rid of WorkChoices for our clients, community, for ourselves and for our children and grandchildren.

Please make sure that all of your workmates get a copy of this newsletter. You can contact the ASU on 9310 4000 and all the newsletters are online at <http://www.asuservices.labor.net.au/news/3696.html>