

# **VOTE NO**

## **TO PROPOSED EBA COVERING TECHNICIANS AT DOREVITCH AND GIPPSLAND PATHOLOGY**

### **COMPANY PROPOSES TO RIP AWAY YOUR CURRENT ENTITLEMENTS**

A proposed enterprise agreement has been circulated to technicians by management. *This 'agreement' has not been negotiated with the Union. It is opposed by the HSU & MSAV on the basis that it will slash existing entitlements of technicians – which of course is the employer's intention.*

Management have not discussed this so-called agreement with the Union.

Understanding how your terms and conditions of employment will be affected is not easy. The conditions under the 2 existing agreements have to be compared with the new agreement BUT IN ADDITION the company wants to substitute the conditions prescribed under the new minimum *Health Professionals and Support Services Award 2010* in lieu of the superior conditions of employment in the *Health Services Union Private Pathology Victoria Award 2003* which currently apply to you.

#### **Wages**

Rates of pay will be **less** than at other private pathology services. The only improvement in terms and conditions is an increase in maternity leave from 6 weeks to 8 weeks. (The capacity to use 2 weeks carer's leave at Dorevitch has been retained for technicians but has been removed from the scientists' agreement.) The kicker is that if a national maternity leave scheme is introduced that the company will only have to make up the difference between payment under the national scheme and the employee's ordinary wage for 10 weeks.

And paid paternity leave at Dorevitch is proposed to be reduced from 2 weeks to 1 week.

#### **Classification Structure for Technicians at Dorevitch Will be Destroyed**

In 2005 the Union negotiated a new classification structure for technicians at Dorevitch which included

1. A clear definition of Grade 2 MLT. Under the definition the requirements for grading, if met, would ensure that a MLT would be correctly classified as a Grade 2.
2. Provision that a Grade 1 Year 8 MLT who moves to Grade 2 will start at Grade 2 Year 2 MLT
3. A responsibility allowance for Grade 1 MLTs who work on shifts without access to an on-site scientist

A copy of the MLT structure is available on the MSAV website.

- If you vote for the agreement this classification structure which technicians successfully argued for in 2005 at Dorevitch will go.
- Instead the classification of technicians above Grade 1 will be *entirely at the discretion of the company.*

- In addition *the current provision in the private pathology award that a technician with a teaching role will be graded as a MLT Grade 2 has been removed. This will affect technicians at both Dorevitch and GP.*
- Management want to remove the provision that trainee MLTs, with the exception of those in their final year of training, shall not be required to work at any time without supervision of a qualified person of the discipline concerned within the area of the establishment where the trainee is working.
- The responsibility allowance for Grade 1 MLTs at Dorevitch will go.

**Other major reductions in your terms and conditions that the company wants *you* to agree to are:**

*Slashing of Sick/Personal Leave Entitlements*

- Annual accrual of sick/personal leave will be radically reduced. The reduction will be from your existing accrual entitlement of 12 days in the first year of service, 14 days in the second to fourth year of service and 21 days in the fifth year of service to 10 days per annum.

*Redundancy Payments Reduction*

- Removal of the right to pro-rata long service leave after 7 years service in the case of redundancy at Dorevitch (Pro rata payment of LSL after 10 years would still apply) AND the exclusion of shift allowances and penalties from the calculation of weekly pay for purposes of redundancy.
- Removal of entitlement to counselling and outplacements services when made redundant
- Complete removal of the current Gippsland Pathology redundancy provisions and the substitution of less favourable redundancy entitlements in the proposed EBA.
- Removal of the right to consultation with you and the Union over redundancy

*Slashing of Bereavement Leave entitlements*

- Bereavement leave will be reduced from 4 days per occasion at Dorevitch, and 5 days at GP, to 2 days per occasion.

*Hours of Work*

- Allowing the company to introduce 10 hour shifts. *At present 10 hour shifts can only be introduced by agreement with technicians.*
- Removing the protection that only 50 ordinary hours can be worked in a week – this would allow the company to roster technicians for up to 10 days in a row without any time off
- Increasing the spread of hours of ordinary hours of work from Monday to Friday from to between 6.00 am and 7.00 pm.

*Allowances*

- All allowances will be fixed over the life of the agreement (ie not adjusted for wage increases)
- Narrowing the circumstances under which meal allowances are payable (currently payable after 1 hour's overtime)

*On Call Recall*

- Removal of the current right to refuse to be on call on reasonable grounds
- Reducing the minimum payment for on-call from 3 hours to 2 hours at Dorevitch
- Removal of the payment for travel costs on recall
- Taking away the entitlement to be paid at on-call rates from the time of receiving a call – the company proposes that the clock only starts to run when the on-call person arrives in the laboratory

#### *Overtime*

- Removal of the provision that overtime is payable on a daily basis. Overtime only payable where in excess of 76 hours per fortnight or 152 hours per 4 week period is worked. How the payment will be calculated is not clear.

#### *Notice of Termination*

- Currently you are entitled to 4 weeks notice of termination (or 5 weeks if aged over 45 with more than 2 year's service). The minimum notice will be reduced to 1 week if less than 1 year's service; 2 weeks – more than 1 but less than 3 year's service, and 3 weeks – more than 3 years but less than 5 year's service.

#### *Part Time Technicians*

- Reduction in the annual leave entitlements of part-time workers who work weekends at Dorevitch (currently 38 hours if more than 10 weekends are worked in a year)
- Taking away the requirement for the hours and days of the week of part-time workers to be mutually agreed between the employer and the employee which would allow the employer to roster part-time technicians on any shift at any time.

Just like Tracy in the Your Rights at Work advertisement part-timers will be able to be put on any roster.

#### *Removal of access to arbitration of disputes by FWA*

- Removal of the current right to have a grievance arbitrated by Fair Work Australia if no agreement can be reached over a matter in dispute between an employer and employee in relation to the Agreement.

This effectively means that if the agreement is breached by the employer you will have no redress in Fair Work Australia unless the employer agrees to allow FWA to arbitrate the matter – meaning that the agreement will not be worth a cracker in relation to many of its provisions. **This is an extremely serious reduction in your rights at work.**

#### *Removal of Other Entitlements*

- Removing the right to salary sacrifice superannuation
- Removal of specific consultation provisions re redundancy and redeployment at Dorevitch
- Removing the right to additional public holidays where they are gazetted or legislated by government
- Reduction in the right to use statutory declarations as proof of illness

Taken together, these changes – plus other changes embedded in the proposed agreement – constitute a radical attack on your terms and conditions for which you have not been offered any compensation.

In the MSAV's view no amount of monetary payment can compensate technicians for the loss of fundamental rights that you now have including the right to fair treatment in disciplinary processes, the right to be represented in such processes; the right to be consulted over redundancy and redeployment, and the right to be represented; the right to have disputes arbitrated by FWA, without veto by the employer.

**It is important that you vote and that you VOTE NO. Failure to lodge a NO VOTE may mean that the agreement is approved by a majority of those who vote - which is all that is required.**

**Any questions? Contact the MSAV offices.**