

ADVISOR DAY 2021

ENTERPRISE BARGAINING AGREEMENTS | WHAT ARE THEY & WHAT ARE THEY GOOD FOR?

Presenters:

Danny Clifford, Director & **Ebony Archer**, Associate

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TOPICS

- A. ENTERPRISE BARGAINING REFRESHER
- B. HISTORY OF ENTERPRISE BARGAINING AGREEMENTS IN AUSTRALIA
- C. CREATION AND CESSATION OF AN EBA – HOW CAN ADVISORS ASSIST?
- D. PROS AND CONS ASSOCIATED WITH AN EBA
- E. PRACTICAL EXAMPLE – BUSINESS SALE AND AN EBA

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A. Enterprise Bargaining Agreement Refresher

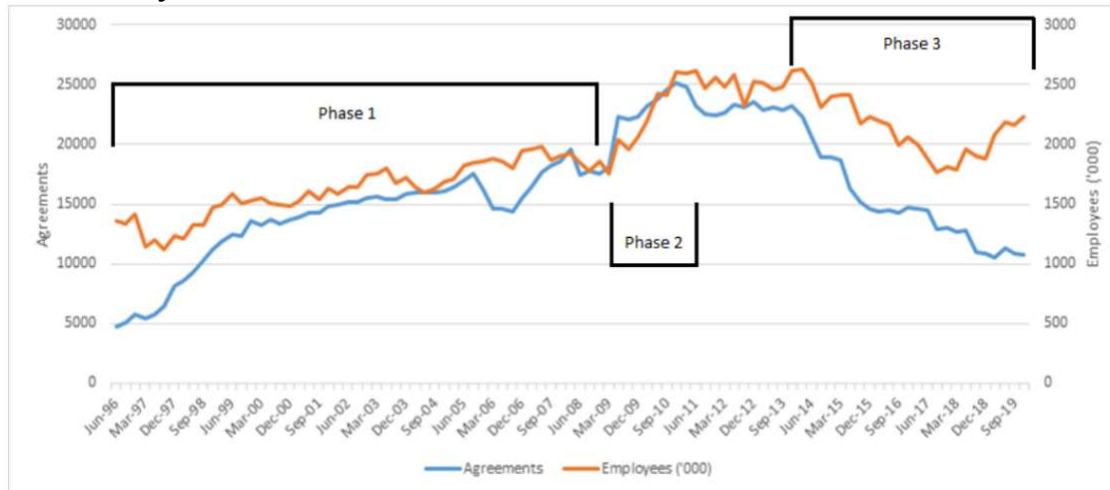
AN ENTERPRISE AGREEMENT IS AN AGREEMENT MADE BETWEEN AN EMPLOYER AND
SOME OR ALL OF ITS EMPLOYEES

SINGLE ENTERPRISE AGREEMENT
MULTI ENTERPRISE AGREEMENT

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B. History of EBAs in Australia



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C. Creation of an EBA

- PROCESS AND PROCEDURE OUTLINED IN PART 2-4 OF THE *FAIR WORK ACT 2009* (CTH)
- NEED TO BE ABLE TO SATISFY THAT THE EMPLOYEES COVERED ARE BETTER OFF OVERALL THAN IF THEY WERE EMPLOYED UNDER THE RELEVANT MODERN AWARD AND THE NATIONAL EMPLOYMENT STANDARDS
- WILL NEED TO CONSIDER AMONGST OTHER THINGS REMUNERATION, FLEXIBLY WORKING OPPORTUNITIES AND LEAVE ENTITLEMENTS

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C. Advisor Assistance

- ACCOUNTANTS → ASSISTANCE WITH FINANCIAL CALCULATIONS IN DEMONSTRATING EMPLOYEES ARE BETTER OFF OVERALL
- HR CONSULTANT → ASSISTANCE WITH COMMUNICATIONS AROUND THE BARGAINING PROCESS
- BANKING INDUSTRY → ASSISTANCE WITH FINANCIAL MODELLING

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C. Cessation of an EBA

- WILL REMAIN IN FORCE IRRESPECTIVE OF A NOMINAL EXPIRY DATE
- MUST APPLY TO THE COMMISSION FOR THE AGREEMENT TO BE TERMINATED
- WILL NEED TO PROVIDE EVIDENCE:
 - that terminating the agreement is not contrary to public interest;
 - of the employees' views and any Union involved; and
 - of the likely impact of the termination of the agreement on the applicable employees (i.e. new working conditions).

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D. EBA Pros

PROS

stability |
simplicity |
flexibility |
efficiency |

**What are you (as the employer) getting in return
for entering into an EBA?**

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EBA Cons

CONS

- Negotiate every three years
- You may not be able to get rid of it
- Technicalities

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E. Practical Example

$$\begin{array}{c} \text{TRANSFERRING BUSINESS (ASSET)} \\ + \\ \text{TRANSFERRING EMPLOYEE} \\ + \\ \text{TRANSFERRING WORK} \\ = \\ \text{TRANSFERRING INSTRUMENT} \end{array}$$

Summary:

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- C. CREATION AND CESSATION OF AN EBA – HOW CAN ADVISORS ASSIST?
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QUESTIONS?

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TOOWOOMBA (HEAD OFFICE) | BRISBANE | SUNSHINE COAST

P 07 4688 2188
E mail@cglaw.com.au
www.cglaw.com.au

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- CONSTRUCTION ▪ WILLS, ESTATE PLANNING + STRUCTURING