



CBA are holding live Yammer sessions to answer questions from employees ahead of the vote. It's important that the FSU's perspective is represented.

You can help by asking one of these questions and following up with relevant info.

Some suggested Questions and topics are below.

If you get an answer, you can send us a screenshot!

If you have any questions about this, you can email us at fsuinfo@fsunion.org.au

Questions to ask at CBA Meetings:

1. I got an email from Sian Lewis saying that we would get 3 days leave without conditions if we vote for this agreement. Why is CBA bribing people to support this agreement? Especially when it's supposed to be such a great deal in its own right?
2. Sian's email also said that if we vote no the bank may(not will) go back to the table with the union and that all offers would be withdrawn do that the negotiations would have to start over. Wouldn't that be bad faith bargaining?
3. If the deal is so good why are CBA bribing and threatening us to vote for it?
4. Why can't CBA commit to acting on our concerns in good faith if a No vote is successful?
5. Can you tell us about the conditions on life leave? Didn't CBA initially want to cut our sick leave to bring this in?

(Emily's Answer) Life requires you to get our leave balances down in order to access it and does not accrue. It's ok but it's not as special as CBA are making out.

6. Your explanation video talks about bringing Commsec people up to CBA conditions, and I understand that will be good for them/us, but why are there people who work for CBA under the Commsec part of the agreement rather than under the CBA part (with better conditions) to begin with?
7. Isn't it the case that CBA employed people this way to minimise the cost of their employment up until CBA now?

(Emily's Answer) It's great that CBA want to fix the issue now, but they actively pursued this approach for years in order to pay people less! It makes sense to get the right protections in place before we roll everyone together, but of course it's a good idea to bring those guys in - they never should have done this in the first place!

8. I have a Commsec contract and I understand that this EA will broadly be positive for me, but I actually do all my work for CBA, so why did CBA ever employ me under the Commsec part of the EA if not to reduce the pay and conditions I was entitled to? And if that's what happened, why should I trust this now - especially when the union are so concerned about it?
9. Why aren't CBA issuing IAs anymore? and what does this agreement do to address the fact that that mine has left me worse off than even the minimums in the EA year on year?
10. I'm on an IA, nothing actually changes for me tomorrow if this EA gets voted in, does it?
11. Sian and Matt, your employment isn't covered by the EA is it?
12. It's not true to say there are only three things the FSU are concerned about in this EA is it?
13. Saying the FSU and CBA agreed on 300 things and there are 3 left outstanding is not quite true is it? These 3 issues are pretty big compared to notional agreement that may have been given pending discussion of the union's key concerns.
14. Will the new contracts just be more legally safe (for CBA) versions of the same IAs? Because my IA was bad for me.

15. The millions of dollars in underpayments paid to staff were mostly caused by non compliance with the 2016 agreement in combination with unlawful use of IAs. The union are concerned that it'll happen again but with even less protection, why won't the bank include the protections they're asking for (on our behalf) to give us comfort that it won't happen again?

16. Why does this EA give CBA the right to change my grade? CBA are saying the “mechanism” to correct mistakes and that it has enough protections, but why do you need this mechanism at all? Grades can be changed now by consulting with the affected person can't they?

(Emily's Answer) Your grade is what connects you to the award and EA comparison rates, if they downgrade you those comparisons will be easier for CBA. Under the current agreement they can't make these changes, the FSU are not satisfied that this wouldn't be used to minimise people's comparable salaries without telling them

17. More protections and choice around annualised salaries sounds like a good thing, what did the union want included and why would that be bad?

(Emily's Answer) Protections the FSU sought around contracts:

- *People who are offered an annualised salary package (New IFA) must be told in writing the monetary value of each entitlement being “bought out” (eg. Leave loading is incorporated in this salary at 1.7% or \$x)*
- *People offered an annualised package must be told what assumptions are built into their rate. EG: How much overtime is built in?*
- *People who are offered an annualised salary must be offered a demonstrably equivalent EA offer, not just the EA minimum for the same grade. If someone is offered a package, they must also be offered an EA salary that is demonstrably equivalent to the package offered. So: \$package offered – Value of entitlements rolled into the package = EA Equivalent offer*
- *Annualised Arrangements should only be offered to people whose salary is relatively high. This would ensure that it is less likely these arrangements will fall behind like the IFAs did. The union's view was \$115,000 but we indicated that we would also consider moving to \$85,000 is satisfied with protections.*
- *The Annualised arrangements interact with CBA's other proposal to strip entitlements from those who get paid more than 117 640 and 153 000 (read more about that here) It is our view that having the ability to do annualizing arrangements is enough and CBA should not automatically be able to strip people's conditions just because they deem their salaries high enough to roll those in.*
- *CBA must keep a record of start, finish times and any breaks so that they can be confident the comparisons they'll undertake to the applicable minimum rate are accurate.*
- *Employees must be able to unpackage to a demonstrably equivalent rate of pay, not one at CBA's discretion.*

18. What will CBA do if a no vote wins?

19. Is voting secret or will CBA and my manager know who I voted for?

20. There are clauses that cut people earning over \$117 640 and \$153 600 out of key entitlements. These people have never signed contracts that roll up these entitlements, why should the EA take these off them now?

(Emily's Answer) Entitlements stripped in table:

<p>117,640</p> <p>Meal allowance (clause 11.3); District allowance (clause 11.7); Span of hours (clause 13.1); Weekend loadings (clause 13.2); Breaks between days or shifts (clause 14.3); Overtime and time off in lieu (clause 15); and Shift loadings (clause 19).</p>	<p>153 600</p> <p>Annual salary increases (clause 9) however you may receive a Salary increase other than under this Agreement, at our discretion; Allowances and reimbursements (clause 11); Span of hours (clause 13.1); Weekend loadings (clause 13.2); Breaks between days or shifts (clause 14.3); Overtime and time off in lieu (clause 15); Shift loadings (clause 19); Annual leave loading (clause 23.3 and clause 23.3.1); Payment or time off in lieu for working on a public holiday (clause 27.3); and Better off overall test (clause 41).</p>
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21. CBA avoided RDOs by issuing unlawful contracts for a decade and now you're saying that not many people *chose not to* use them so they should go. Isn't it the case that CBA used IAs in part to not offer this good entitlement to people and now that that has turned out to be problematic you want to remove the RDOs going forward?
22. Why can't we opt in to RDOs under this proposal? Given that many of us never really had the choice in the first place and were just given an IA and told it was fine.
23. If ASCs are what has been issued in-between IAs and the new proposed contracts, and they have access to RDOs and pay increases, doesn't that mean that all of our contracts should have always done that?
24. So everyone who signed an ASC is having their contract rolled into one of these new annualised salary packages that the union are worried about - is that right?
25. You've said (variously in the last few days) that you're not removing the right to Bank accounts and not pursuing the ability to direct us to take 2 or 3 weeks leave over Christmas, one answer on here called that misinformation. But can you tell us, were these things the Bank's positions in negotiations with the union at all? As recently as last week? You're making it sound as if the union is lying, but the truth is actually that you did seek those things and now you've changed your mind. Why don't you just say that?
26. (For someone on ASC) I have an annualised salary contract now which says I get paid overtime if my hours get past a certain point. Do I still get overtime under the new EA?
27. If I think a decision that the bank has made under the agreement is wrong or unfair, can an independent third party make a decision about who's right? How would this work?
28. Why is overtime in the proposed EA only payable if it's pre-approved? There are plenty of situations where it's required and worked but not always pre-approved to be paid (like someone staying back with a customer). My understanding is that this just makes it easier for the bank to not worry about all our annualised arrangements falling short like the lawyers.
29. Would the Bank consider a debate with the FSU broadcast live like our Town Hall events? It would be useful to hear from them so that we can make an informed choice.
30. I'm concerned that the Bank is leaning on people pretty heavily to vote in a way that is beneficial to the business rather than us as workers. How is that doing what's right?
31. How much superannuation have we missed out on due to it not being paid on Leave Loading?
32. How long has CBA just not paid super on leave loading for?
33. If CBA satisfies the legal requirements for being able to not pay super on leave loading why couldn't they just tell the union that rather than stonewalling and pushing the clause into the EA?
34. Aren't directors liable for unpaid super? Is it even that much money saved for the bank?
35. My manager has already met with us to give us the Bank's view, and now I have a 15 minute meeting booked in to vote – undoubtedly with another push to vote yes first – CBA have bombarded us with emails this week. I'm concerned that people will vote yes in the same way they give good "your voice" scores: so they don't get in trouble or looked upon unfavorably. Are you

comfortable with that Matt?

36. I think I would trust the messages I'm getting from the Bank on this a lot more if the people telling me to support this were actually covered by the EA.

37. Andrew Culleton is in the paper apologising for the "mistakes" that led to the \$53 million in underpayments. Largely, this was said to be "system errors" but we know now that the majority was actually caused by unlawful IA's and a failure to check that they were better off every year. Even my kids know that sorry means you don't do it again. The union is saying pretty clearly that the contracting mechanism would allow you to do it all again. How is that "doing what's right?"

38. Isn't it true that the Bank only wanted to pay us 1.25% and said that they were "proud" of that? And now you're saying this is a market leading pay offer, but only thanks to the FSU members who pushed the Bank to that position.