



## **Pre-Existing Issue Policy**

Members who join CPSU with a pre-existing work related problem they want addressed will be required to pay a Fee for Service if their case is accepted for representation. Otherwise, limited telephone advice will be provided. Very few applications are accepted for representation when pre-existing.

I have attached a Pre- Existing Issue Agreement and an Application for Representation for completion.

For assistance with your pre-existing issue the following conditions apply:

- a. Your membership application to join CPSU must have the direct debit or credit card authorization completed and signed for ongoing subscription payments.
- b. Upon joining, you must pay the relevant subscription rate, in arrears, for a period of no less than 12 months plus a \$1500.00 deposit must also be paid prior to the commencement of dealing with the pre-existing issue.
- c. There will be an initial assessment fee of \$500 to cover intake, administration and assessment of your issue.
- d. A service fee will be levied of \$250.00 per hour or part thereof (GST inclusive) for all work on your issue.
- e. At the closure of the case, the \$1500.00 deposit, or the balance, that is the \$1500.00 less any outstanding fee for service, will be refunded to you.
- f. At all times the CPSU Branch Secretary has the discretion to decide whether or not to pursue any issues/problems for a member and the extent of any representation or litigation.

If you require further clarification regarding the process, please do not hesitate to contact me on 03 9639 1822.

Should you require no further information regarding this process, please complete and sign the relevant documents and forward these to CPSU/SPSF Group Victorian Branch, PO Box 24233, Melbourne, Vic, 3001, together with your payment.

I also wish to advise that you are welcome to join CPSU as a member only, by completing the attached Membership Application, but we would be unable to provide you with assistance in relation to your pre-existing issue. You would, however, be entitled to full industrial assistance for any issues that arise subsequent to the date your membership takes effect.

Yours sincerely,

*CPSU Membership Services*



**COMMUNITY AND PUBLIC SECTOR UNION – SPSF GROUP VICTORIAN BRANCH  
Pre-Existing Issue agreement**

I, \_\_\_\_\_  
(please print your name)

hereby accept that:

- 1) I am now a member of the Community and Public Sector Union – SPSF Group Victorian Branch and acknowledge that I am seeking assistance with an issue that pre-dates my membership.
- 2) The Community and Public Sector Union – SPSF Group Victorian Branch has absolute authority and right to decide whether to act on my behalf and also whether to litigate in full any matter being pursued on my behalf following a request made by me to do so.
- 3) I understand that a subscription amount relevant to my current earnings is payable for a period of not more than 12 months in arrears and I have paid by means of credit card / cash / cheque / money order the appropriate amount.
- 4) I have paid by means of credit card / cash / cheque / money order the sum of \$1500 being a deposit for service to be rendered. I understand that I am required to meet additional costs on a regular basis in order to maintain the deposit at this level throughout the proceedings.
- 5) I have read and understood the financial obligations of members of the Community and Public Sector Union – SPSF Group Victorian Branch as attached to this Agreement.
- 6) While the Community and Public Sector Union – SPSF Group acts on issues / problems that pre-date my joining of the Community and Public Sector Union – SPSF Group (Joining date being \_\_\_\_\_) I will pay a fee for service at the rate of \$500 for initial assessment and \$250.00 per hour or part thereof, including GST. Accounts will be issued on a regular basis and payment made within 7 days.
- 7) Should I fail to pay the fee for service, actions undertaken on my behalf will cease and a refund of \$1500.00 less any amounts owing to the Community and Public Sector Union – SPSF Group Victorian Branch will transpire.
- 8) Should I request the Community and Public Sector Union – SPSF Group Victorian Branch to seek external advice regarding my pre-existing issue, I understand and agree that all charges payable to the external provider will be payable by myself, not the Community and Public Sector Union – SPSF Group Victorian Branch.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



# Payments

Two Separate Payments must be made. The first payment is membership arrears for no less than 12 months, and the second is a deposit of \$1500 into a trust account.

Please complete the following two payment forms and include them when you return the signed agreement to CPSU.

## CPSU Membership Arrears Payment

Member Number:

Subscription Period: \_\_\_\_\_ to \_\_\_\_\_

Subscription Amount Due: \$ \_\_\_\_\_

Card holder name: \_\_\_\_\_

Card Type:  VISA  MASTERCARD

Expiry Date:  /

Card Number:

Signature: \_\_\_\_\_

## CPSU Pre Existing Issue Deposit Payment

Member Number:

Amount: \$1500.00

Card holder name: \_\_\_\_\_

Card Type:  VISA  MASTERCARD

Expiry Date:  /

Card Number:

Signature: \_\_\_\_\_



## FINANCIAL OBLIGATIONS

The rules of the CPSU SPSF Group Victorian Branch provide that each member shall pay subscriptions (including GST) as follows:

### General Members

#### Annual Salary

	<i>Total Payable per fortnight</i> **^
<i>up to \$25,000</i>	\$10.40
<i>\$25,001.00 - \$49,215.00</i>	\$19.25
<i>\$49,216.00 - \$64,582.00</i>	\$27.05
<i>\$64,583.00 - \$79,954.00</i>	\$28.60
<i>\$79,955.00 - \$92,252.00</i>	\$30.25
<i>\$92,253.00 - \$113,155.00</i>	\$32.05
<i>\$113,156.00 and above (non-executive Officers)</i>	\$33.80
<i>Executive Officers</i>	\$35.65

#### *Total Payable per annum*

<i>Branch Associates (Retired Officers)</i>	\$45.00
<i>Branch Associates (Other)</i>	\$46.00
<i>Leave Without Pay</i>	\$23.00

\* rates applicable 1 Jul 2018 – 31 Dec 2018 ^ rates shown include campaign levy

### CAMPAIGN LEVY

All new CPSU members contribute 50 cents per week in the first year of membership and 25c per week in their second year of membership to our campaign fund for a better deal in the workplace. (If you do not wish to have the levy collected, you must advise the union in writing)

### RESIGNATION

The rules provide that a member must resign from the federation in writing to the Branch Secretary.

In cases where the resigning member is still eligible to be a member, the resignation takes effect from the date specified in the notice of resignation or the date two weeks after the notice is received, whichever is later.

Where a member resigns because he or she is no longer eligible to be a member, the resignation takes effect on the date the member ceased to be eligible, or on the date the notice of resignation is received, whichever is later.

### SUBSCRIPTION ARREARS ON RESIGNATION

Any arrears of subscriptions in relation to a period before the date of effect of a resignation may be sued for or recovered as a debt due to the organisation.

### UNFINANCIAL MEMBERS

The rules provide that a member whose subscriptions are more than 3 months in arrears is **unfinancial**. An **unfinancial member** is not eligible to stand for election or vote in any election conducted under the rules.

In addition to these limitations it is the policy of the Victorian Branch that an unfinancial member will not be provided with any union services, unless the unfinancial member undertakes to immediately resume paying subscriptions, and to immediately reduce their period of arrears by not less than 3 months.

If as a result of making these payments the period of arrears is reduced to less than three months, all limitations will cease to apply. If the period of arrears remains at more than 3 months the limitations on participation in elections will continue, but other union services will be able to be provided.

### TERMINATION OF MEMBERSHIP OF UNFINANCIAL MEMBERS

The membership of any member may be terminated by a resolution of the Branch Executive if the member is unfinancial and fails to pay an amount sufficient to become financial within one month of being requested in writing to do so.

A member whose membership is terminated in this way is not again eligible for membership within twelve months unless any outstanding subscriptions are paid.

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If you have any queries about these provisions or wish to discuss any aspect of the organisation's rules please do not hesitate to contact this office.