

## United Workers Union Log of Claims

Item	Position	Comments
A fair annual increase to pay and allowances for each year of the agreement	Agreed in principle	We will consider wage increases through the bargaining process.
No backward steps on existing conditions	Noted	We have committed to maintaining rates of pay for existing staff, although some conditions of employment may change through the bargaining process.
Improved enforcement of reasonable notice of roster changes within reasonable hours of work	Noted	This is an implementation issue, which is noted.
Introduction of self-rostering; clients and care workers ability to communicate with each other to arrange services	Not agreed	In line with consumer direct care approaches, the clients are to drive the way by which work is undertaken.
Fewer breaks of engagement/introduction of split shift allowance	Not agreed	Rostering occurs with consultation wherever possible however is required to meet client demand. Whilst we limit breaks in shift as much as possible, it also provides further options for staff
Improved pathways to go up in classification level and to increase contract hours	Agreed in principle	Open to considering ways to include this into the enterprise agreement.
Distinct pathways for applying for higher classification levels, with regards to qualifications and duties performed	Agreed in principle	We have provided the opportunity for further progression in the proposed classification structure.
Paid time for extra admin work including time to service car	Not agreed	TBS holds that the current provisions are adequate.
Paid time Union meetings during bargaining (access to team meetings)	Not agreed	TBS has considered this issue and is unable to support this for operational reasons.
Introduction of quarterly Joint Consultative Committee meetings with paid release for union delegates	Not agreed	TBS already has a Roundtable meeting with union and employee representation, which occurs on a quarterly basis.
10 days domestic violence leave	Agreed	Agreed
NAIDOC and Ceremonial Leave	Agreed	The existing provisions in the EA are intended to continue for ATSI staff. We are also open to discussions around including accessibility to other demographic groups.

## CPSU Log of Claims

Item	Position	Comments
The maintenance of all existing conditions, of employment within the copied state awards, unless otherwise improved or amended to comply with the Fair Work Act	Not agreed	The new enterprise agreement will cover Copied State Award employees and replace existing conditions from that industrial instrument. It is not operationally viable,

as a result of negotiations with the CPSU.		equitable or reasonable for TBS to continue with these provisions.
To help minimise disputation and disagreement, the Agreement should be written in plain English to ensure that it is understood by both employees and management	Agreed	Agreed
The Benevolent Society will form a Joint Consultative Committee (JCC) for consultation on matters affecting Employees covered by the Agreement, with an understanding what matters are to be brought before the JCC.	Not agreed	TBS already has a Roundtable meeting with union and employee representation, which occurs on a quarterly basis.
Where policies and guidelines affect professional staff they are only to be made or varied after negotiation with the CPSU.	Not agreed	TBS is open to consultation where a definite decision has been made for major workplace change with significant effects.
A stronger union role in being consulted in the change management process. The Agreement will provide enhanced measures to ensure increased accountability and transparency.	Not agreed	TBS is open to consultation where a definite decision has been made for major workplace change with significant effects.
The salary's hourly rate from the copied state award is to be transferred to this new Agreement.	Not agreed	It is not operationally viable or reasonable for TBS to continue with these provisions. We have committed to maintaining Copied State Agreement current staff's rate of pay and are open to discussing appropriate wage increases through the negotiation process.
Negotiated and fully funded Salary (and allowance) increases guaranteed over the life of the Agreement. Staff are to be reimbursed for any delays and each pay increase will compound onto the previous salary.	Agreed in principle	We will consider wage increases through the bargaining process.
Process for any staff member to apply to have the classification level of their position reviewed. If the position is reclassified to a higher level the incumbent will retain the position.	Noted	This is a policy issues, which is noted. However, some classifications are by appointment only and there are a limit to the number of roles that are able to be appointed into the roles at any given time.
Redundancy payment is to be increased closer to the payments within the Managing Excess Employees Policy.	Not agreed	TBS holds that the current redundancy provisions (the NES) are appropriate for our organisation.
Specific provision for the protection of injured employees' entitlements through make-up	Not agreed	TBS applies the workers compensation provisions of relevant legislation.

pay, or other appropriate measures.		
An allowance is created for the extra responsibility assigned to staff who are champions.	Not agreed	Our Community of Practice champions help facilitate those groups for specific disciplines. These staff expressed an interest and were selected to fulfil this function. They have a reduction in billable hours KPIs to facilitate their involvement in this. Many but not all are Senior staff, therefore within the scope of expectations of their role and they are paid at the higher rate to reflect this.
The flex leave provisions in the award are to remain with the insertion that if the employee has applied to take it within the required time, and that request has been denied they do not forfeit their flex leave.	Not agreed	TBS provides flexibility provisions such as ADOs and RDOs, and these are most appropriate for TBS's operations.
The ability to take several flex days within a period.	Not agreed	TBS provides flexibility provisions such as ADOs and RDOs, and these are most appropriate for TBS's operations.
Provisions are to be implemented for flexible working arrangements in accordance with the <i>Fair Work Regulations</i> and are expressed a strong and non-ambiguous way.	Noted	TBS already meets the requirements of Fair Work legislation.
To ensure the right to flexible work arrangements be available to all staff and be applications be considered with consistency. When requests are denied, management will provide reasons in writing.	Noted	This is an operational matter that may be addressed by policy.
The Enterprise Agreement will include provision for Working From Home arrangements to give effect to a commitment to providing a flexible working environment. This will be provided to all employees and provide clear guidelines around availability.	Agreed in principle	We are open to considering this as a part of discussions in this process, provided that the needs of clients and operational requirements are the priority. Working from home is not a possibility for all staff given the nature of operational requirements of some roles.
The ordinary hours of duty are to span from 7am until 7pm, Monday to Friday excluding public holidays.	Not agreed	TBS proposes to change to the span of hours from 6am to 10pm, noting shift penalties.
That delegates will be released from duty and be regarded as on duty, therefore not have to apply for leave to attend meetings in	Agreed in part	TBS already provides leave for delegates within the existing enterprise agreement and it is intended that this would apply to the CPSU in the same way as United Voice and the IEU.

their capacity as a delegate, as well as attend delegates councils.		
All employees who are members of the Union have access to paid leave for training provided by the Union.	Not agreed	TBS is only open to considering leave is being available to union delegates in accordance with above.
Improvements to the paid Domestic Violence Leave that currently exists within the copied state awards. Including access to additional leave specifically for the purpose of attending medical appointments, legal proceedings, re-housing and other activities related to escaping a domestic violence situation	Agreed in part	TBS is willing to extend the domestic violence leave from 5 days to 10 days.
Improvements to paid parental leave with the introduction of payment for surrogacy.	Agreed in principle	Open to further discussions relating to this matter, including for foster carers, however this will be discussed further in the negotiation process as it has a significant financial impact.
Leave entitlements will be adjusted to ensure there is no loss of leave if there are any adjustments to the hours of work.	Not agreed	Leave is accumulated as hours and transfers with staff as they have changes to their employment.
Improvements to secure employment through the addition of the conversion of term employees to ongoing employment, with the employee's agreement, as well as conversion for staff working long term with higher duties.	Not agreed	The current enterprise agreement has conversion provisions for fixed term or maximum term contracts in place and these are not proposed to be changed. In relation to higher duties, TBS engages in best practice recruitment practices, and this is not agreed on that basis.
Inclusion of a process for the management of conduct and performance, including the prohibition on suspension without pay. These are to be in accordance with the principles of natural justice.	Noted	This is an operational matter that may be addressed by policy.
The ability to enter into pre-retirement agreements, which can include, but not be limited to: i. Working part – time/job sharing ii. where pay is increased by a certain percentage with an agreed end date	Agreed in principle	TBS is also considering phased retirement provisions. We are also open to considering how to support those older staff who are not ready to retire.
Dispute resolution clause in accordance with the <i>Fair Work Regulations</i> is to include compulsory arbitration.	Not agreed	TBS will propose an alternative dispute resolution clause in due course.

That the Agreement will explicitly provide that there will be zero tolerance of all forms of discrimination, bullying and harassment; will provide a specific framework for dealing with allegations of discrimination, bullying and harassment, and will contain specific measures to prevent repetition of such behaviour in individuals, and within work units.	Noted	This is more appropriate for organisational policy
Staff cannot be adversely affected at work because they are experiencing domestic violence - for example not being disciplined for job performance problems or denied opportunities for promotion	Agreed in principle	TBS is open to reviewing our relevant clause, and this would only occur where TBS is aware in advance of the issue.
The agreement requires parties to commence bargaining at least four months prior to the nominal expiry date.	Agreed in principle	Open to discussing this with other bargaining parties
All staff shall be provided with supervision and training.	Noted	This is an operational matter that may be addressed by policy.
The CPSU seeks a 3-year agreement subject to the outcome of negotiations.	Noted	Open to discussing this with other bargaining parties
The CPSU NSW reserves the right to raise additional bargaining issues as they arise during the course of bargaining negotiations	Noted	