



Disability services. Putting you first.

Proposed Aruma Services Enterprise Agreement Log Of Claims -Without Prejudice

These log of claims are on a 'without prejudice' basis and no agreement is finalised until confirmed in writing as such by the authorising bodies of the negotiating parties.

Arumas log of claims aim on ensuring Aruma is placed in the best position operationally to ensure ongoing sustainability, particularly with the impacts of the changing landscape of the NDIS and also providing a positive outcome for our employees.

Flexibility

- The differing terms and conditions across our Aruma businesses impacts our flexibility to move our people between areas and creates associated administrative costs, in particular when above NDIS funding. Our rostering systems precludes rostering employees where there is differing terms and conditions namely between NSW and QLD.
- This has been partly overcome in NSW with the ex-FACS employees being transferred from the one employing entity, Aruma Services NSW to the Aruma Services Ltd entity and transferred to the HWNS EA. However, Ex-FACs employees still receive the same associated pay rate pre-transfer which in some classifications is substantially above that of other employees and does not align to NDIS funding.
- Aruma proposes as part of this EA that staff are aligned as much practicable to the same terms and conditions such as shift loading, sleepover allowances and pay rates.

Rostering Reviews and Change Clauses (terms & conditions to align with NDIS funding)

- Changes in rosters both in the provision of notice and the consultation process required do not align with the NDIS and State based funding or customer choice. Further, the EA process results in significant delays impacting our ability to implement change quickly. We need to redraft the change and roster review clauses in our EAs to implement change quickly, while passing the Better Off Overall Test ("BOOT"), that is, the EA must contain overall terms and conditions that are better than the underpinning Award to be approved by the FWC.

Pay Points

- We need to redraft the clauses where the progression through the pay points to the next job level occurs automatically. The eligibility for progression under the SCHADS is based on demonstrated competency and satisfactory performance over the preceding 12-month period.
- Aruma proposes reviewing the classification levels contained in the agreement and capping at a Level 4. This would align with our other enterprise agreements in Victoria allowing further consistency and flexibility of our business operations. In particular roles which are a level 5-6 including Managers Shared Living, Childrens Services Managers and Community Managers in Victoria are under a common law framework.
- Further this would mean that the EA would focus on the most relevant classifications for the terms and conditions provided noting that the roles currently captured in the EA at level 5-6 would be more suited under a common law framework.

Minimum Shift Length (Part Time Employees)

- We have a variety of minimum shift lengths in our EAs. Aligning all our EAs to a minimum shift length of 2 hours will provide greater flexibility to meet the needs of our customers and comply with the new 2-hour minimum shift lengths in the Modern Awards effective 1 July 2022.

Mandatory Qualifications

- Currently there is no minimum conditions or requirements for qualifications for current or new employees with Aruma. Noting the changing landscape of support requirements under NDIS and the initial feedback from the Royal Commission into disability Aruma proposes introducing stronger provisions for the completion of mandatory qualifications for staff which would include increased provisions on how Aruma would support this utilising our RTO. Where required by a relevant external agency staff would also have to join with this relevant qualification.

ARUMA-CPSU NSW

Log of Claims 2023



The CPSU NSW serves the following claims on Aruma (the Employer) for an Enterprise Agreement for CPSU NSW (the union) for members and eligible members.

That the Aruma Enterprise Agreement 2023 shall provide for:

1. 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 or resulting from negotiations with the CPSU NSW.
2. Establishment of consistent conditions of employment for employees undertaking the same role.
3. The proposed scope of the Agreement be narrowed to include only employees within the Frontline disability workers and direct supervisor's categories.
4. 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. Ambiguity of any entitlement and the application of provisions under the Aruma Enterprise Agreement 2023 will be minimized where possible.

Consultation

5. Aruma will maintain 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. This is to be in accordance with the meaning of the current provisions within the copied State awards.
6. Where policies, procedures, guidelines, and other employment instruments affect CPSU NSW members, these instruments are only to be made or varied after negotiation with the Union.
7. A stronger union role during consultation in the change management process. The Agreement will provide enhanced measures to ensure increased accountability and transparency.

Salary and Related Matters

8. The salary's hourly rate from the copied State award is to be transferred to this new Agreement.
9. Negotiated and fully funded Salary (and allowance) increases guaranteed over the life of the Agreement. Employees are to be reimbursed for any delays and each pay increase will compound onto the previous salary.
10. Redundancy payments are to be enhanced to reflect the procedures, entitlements and payments within the NSW Government's - Managing Excess Employees Policy.
11. Specific provision for the protection of injured employees' entitlements through make-up pay, or other appropriate measures.

Training:

12. Disability Support Workers are to have at a minimum:
 - a. Certificate III in Disability (or equivalent); or
 - b. equivalent experience.
13. Manager Shared Living are to at minimum have:
 - c. certificate IV in Disability (or equivalent);
 - d. certificate in frontline management; or
 - e. equivalent experience.
14. Aruma will pay for clearance checks required for employment, included but not limited to Police checks, Working With Children's Checks, NDIS Worker Screening Checks and all other government (Federal or State) compliance accreditation requirements for CPSU NSW members.
15. Training which is essential for employees to continue working will be paid for, or provided at no cost to employees. The training will be able to be undertaken on work time. Professional and clinical training to be developed, implemented and provided at no cost to employees. Such training will be in consultation with the CPSU NSW member to reflect the changing profile of current and future residents needs.
16. No employee working in Supported Independent Living will commence employment at a site until they have undertaken the induction for the site.

Hours of Work:

17. Provisions are to be implemented for flexible working arrangements in accordance with the Fair Work Regulations and are expressed in clear and non-ambiguous language.
18. There will be no unpaid meal breaks.
19. Increase of minimum shift length to four hours per rostered start.
20. No provision for sleepover shifts or ensure there are very strict provisions/criteria for sleepover shifts. A policy on sleepover shifts will be developed in consultation with the Union within 12 months of the commencement of the Aruma Enterprise Agreement 2023. See item 35 below.

Leave:

21. That delegates will be released from duty and be regarded as on duty, therefore will not have to apply for leave to attend meetings in their capacity as a delegate, including attendance at delegates councils and meetings with management (eg JCC, Enterprise Bargaining meetings etc).
22. **Domestic Violence leave** – 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. This should conform to Fair Work Act provisions or the National Employment Standards.
23. **Parental Leave** – improvements to paid parental leave with the introduction of payment for surrogacy. This should conform to Fair Work Act provisions or the National Employment Standards.
24. **Volunteers Leave** – the new Aruma 2023 Enterprise Agreement will include a new special leave type which will allow CPSU NSW members who are volunteers in disaster or emergency recovery organisations (SES, RFS, Red Cross etc) to participate during natural disaster events without loss of pay.
25. **Special leave** – all existing conditions of employment within the copied State award with respect to special leave will be maintained or enhanced in the Aruma Enterprise Agreement 2023.
26. Leave entitlements will be adjusted to ensure there is no loss of leave if there are any adjustments to the hours of work.

General Conditions:

27. 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 employees working long term with higher duties.
28. Inclusion of a process for the management of conduct and performance, including the prohibition on suspension without pay. These processes are to be in accordance with the principles of natural justice. Any existing policy will be reviewed in consultation with the Union within 12 months of the commencement of the Aruma Enterprise Agreement 2023.
29. Dispute resolution clause in accordance with the *Fair Work Regulations* is to include compulsory arbitration.
30. That the Agreement will explicitly provide a 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. A policy will be developed in consultation with the Union within 12 months of the commencement of the Aruma Enterprise Agreement 2023. Should a policy already exist, CPSU NSW seek a commitment from the Employer to review the existing policy in consultation with CPSU NSW. This is in accord with log claim 43 below.
31. Monthly team meetings will occur for Supported Independent Living employees. These team meetings are to be four hours in length and will include all staff including regular casuals working at the site are to attend in paid time.

32. Employees 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.
33. **Rostering Principles and shift filling procedures** – all existing conditions of employment within the copied State award with respect to roosting principles and shift filling procedures will be maintained or enhanced in the Aruma Enterprise Agreement 2023. This will assure CPSU NSW members are roosted in accordance with the Aruma 2023 Enterprise Agreement while providing enhanced equity in our members take up of additional shifts where they desire. Any existing policy/procedures will be reviewed and/or developed in consultation with the Union within 12 months of the commencement of the Aruma Enterprise Agreement 2023.
34. **Sleep over shifts** – all existing conditions of employment within the copied State award with respect to sleep over shifts will be maintained or enhanced in the Aruma Enterprise Agreement 2023. CPSU NSW seeks an increase in sleep over payments from 3.5 hours to 8 hours.
35. **Sleep over shift vs active Night Shift** – CPSU NSW seeks a provision in the Aruma 2023 Enterprise Agreement that will prefer active night shifts and a reduction in sleep over shifts wherever possible. The preference for active night shift vs sleep over shift is based on work health and safety grounds. This should be reflected in developing a policy on Fatigue Management offline from enterprise bargaining.
36. **SIL funded roosting/Community Participation funded roosting** – The competition in provision of disability support and community integration between providers is a fundamental mechanism in resident choice for NDIS service provision. When residents nominate a provider other than Aruma to deliver community participation, this often sees CPSU NSW members lose roosted hours. Clearly it is in the interest of all stakeholders that SIL funded programs and community participation funded programs be delivered by Aruma and CPSU NSW members. CPSU NSW is willing to work with Aruma management to boost community participation funding integration for residents our members support with Supported Independent Living.
37. **Incremental Progression/Pay Escalation** – the Aruma Enterprise Agreement 2023 will commit to an introduction/expansion of salary scales. Incremental progression on an annual basis with automatic pay increase based on an employee meeting expectations and providing satisfactory service by way of attendance, certification compliance (if required), adherence to other Aruma policy/procedures. An enhanced salary range with improvement to classification and pay scales that reflect experience, as well as the qualifications held by CPSU NSW members, will assist the employer in retaining experienced staff.
38. **Internal transfers** – the Aruma Enterprise Agreement 2023 will commit to development of a mechanism for CPSU NSW members to initiate a permanent transfer between worksites. This fosters retention of experienced CPSU NSW members within the organization and may alleviate inadequate human resources at some work sites. An internal transfer process will benefit a CPSU NSW member to maintain a work life balance.
39. **Staff to resident ratios** – the Aruma Enterprise Agreement 2023 will specify a ratio of staff to residents to ensure work health and safety of staff and appropriate support for residents in group homes.
40. **Staff facilities** – the Aruma 2023 Enterprise Agreement will stipulate minimum staff facilities at each Aruma worksite where CPSU NSW members are employed. A plan to make improvements to worksites which do not meet the Aruma 2023 Enterprise

Agreement minimum staff facilities where CPSU NSW members are employed will be developed in consultation with the union.

41. **Overtime** – all existing conditions of employment within the copied State award with respect to overtime will be maintained or enhanced in the Aruma Enterprise Agreement 2023. The Employer will facilitate efficient payment of overtime worked by CPSU NSW members. The Employer will actively attempt to reduce the period of overtime being worked and subsequently paid to CPSU NSW members. Ideally, overtime worked in one pay period will be paid to CPSU NSW members in the pay period immediately following the pay period in which the overtime was worked.
42. **Inductions** – the Aruma Enterprise Agreement 2023 will enshrine the right of CPSU NSW Delegates and industrial staff to participate in inductions in the same fashion as applies to any other union active at Aruma workplaces.
43. **Policy development** – the Aruma Enterprise Agreement 2023 will commit to ongoing development of new, and structured periodic review of existing workplace policies with the CPSU NSW.
44. **Conversion of casual employees to permanent staff** – the Aruma Enterprise Agreement 2023 will provide a mechanism for employees who are casual to convert to permanent employees. Where possible, casual employees who are CPSU NSW members will become permanent staff. A reduction in the reliance of casual employees will assist the Employer to retain staff, reduce roster modifications while recognising the commitment and dedication of its casual workforce to Aruma and the residents they support.
45. **Increase permanent part time hours to full time** – the Aruma Enterprise Agreement 2023 will provide a mechanism to increase permanent part time hours to full time hours for those CPSU NSW who express an interest in increasing their permanent hours. Where a full-time position becomes vacant, part time CPSU NSW members at that worksite will be offered an opportunity to take up additional permanent hours if they wish by way of an employee-initiated nomination. Should a part time CPSU NSW member nominate to increase their permanent hours, their nomination will receive priority consideration. External advertising will be a last resort and only utilized once existing permanent part time CPSU NSW members employee-initiated nominations are exhausted.
46. The agreement requires parties to commence bargaining at least four months prior to the nominal expiry date.
47. All employees shall be provided with supervision and training.
48. The CPSU NSW seeks a 3-year agreement subject to the outcome of negotiations.
49. The CPSU NSW provides this Log of Claims on a without prejudice basis. The CPSU NSW reserves the right to raise, withdraw, or amend existing or additional bargaining items as they may arise during bargaining negotiations and consultation with our Delegates and membership.

Without Prejudice, for discussion 22nd March 2023

ASU TSU Aruma Members proposed log of claims overview

The ASU & TSU Best NDIS campaign is the result of ongoing consultation with and advocacy by ASU Members across the disability industry. ASU & TSU members at Aruma have been at the forefront of this campaign and want to ensure that our plan for the BEST NDIS is reflected at Aruma and in our enterprise agreement.

ASU & TSU members know that for the NDIS to be the best it can be we need:

- 1. Fair funding for participants and providers*
- 2. Paid training and Portable Leave for workers*
- 3. Safe, secure and valued services for the whole community*

The Aruma Enterprise Agreement should contribute to winning the best NDIS for all people with disabilities, workers and services by implementing the following.

Aruma will stand with ASU & TSU members for the best NDIS by:

- Continuing to support ASU & TSU members through joint and complimentary advocacy
- Committing to implementing any SCHADS Award or NDIS funding improvements won during the life of the agreement
- Ensuring no current conditions are reduced

Best NDIS Wages and Conditions

Ensure all Aruma employees receive access to meaningful pay and career advancement opportunities by:

- Ensuring wages are always % above the relevant SCHADS Award level
- Providing additional pay points and progression pathways that recognise ongoing experience, completion of training, and demonstration of appropriate skills

Recognise, value and support Aruma workers through:

- Ensuring no condition is less than the award comparator and all relevant conditions are appropriately indexed over the life of the agreement
- Increasing the compensation paid for sleepovers
- Improving the process for managing client cancellations and makeup shifts
- Ensuring first aid allowances are paid in a fair and equitable way

Implementing best practice leave provisions including:

- Pandemic Leave
- Natural Disaster Leave
- Enhanced Personal and Carers Leave
- Family and Domestic Violence Leave
- Parental and Secondary Carers Leave
- Cultural and Ceremonial Leave
- Gender affirmation Leave
- Improved access to Long Service Leave
- Public Holiday substitution

Best NDIS Careers and Training through developing, implementing and reviewing:

- Entitlements for workers to access accredited training and release to complete it in paid time. This entitlement should accumulate based on hours of work.
- Opportunities for workers to develop their skills, experience and competency, and that lead to distinct career pathways and EA covered positions

Best NDIS services are collaborative and respectful:

Ensuring the ASU & TSU/Aruma collaborative relationship is reflected in the EA, by including:

- Best practice consultation and dispute resolution provisions
- Union access to team meetings, during significant change and inductions
- Respect and support for union delegates – in the workplace, release for training and conferences
- Updated rostering principles that support workers and facilitate increases in part-time hours and casual conversion in the EA
- Consider reviewing Aruma’s Reconciliation Action Plan in relation to the Uluru Statement from the Heart and ongoing support and recognition for Aboriginal and Torres Strait Islander workers and participants

Best NDIS Services protect and enhance safe and supportive workplaces by:

- Ensuring all workers have access to rostered team meetings, supervision and handovers as required
- Facilitating collective and individual workload review mechanisms
- Best practice WHS provisions that include positive obligations, support for HSR’s and a collaborative approach to safety issues that involve NDIS packages
- Develop appropriate mechanisms to monitor and review rostering and on call arrangements to ensure fatigue is mitigated appropriate staffing levels are discussed and reviewed

The ASU and TSU are committed to principles of member participation and democracy. This means that other matters may arise during the bargaining period. The length of the Enterprise Agreement should be agreed at the point of in principle agreement between the parties.