



2 May 2018

Dr Jennifer Fitzgerald
Chief Executive Officer
Scope
1 Treasury Place
MELBOURNE VIC 3002

Email: jfitzgerald@scopeaust.org.au

CC: nfarr@scopeaust.org.au

Dear Jenny,

Following from our meeting of 20th April 2018, please find attached a log of claims for a single enterprise agreement with Scope.

You will note that the log of claims encompasses key elements contained in the draft framework multi-employer agreement negotiated between HACSU, AEU and Jobs Australia. In addition, there are a number of additional claims, in recognition that this agreement is proposed to be a single enterprise agreement with one of the largest disability service providers in Victoria.

The claims, developed in consultation with HACSU members employed at Scope, go to the principle that high-quality services for NDIS participants can only be realised with a skilled, supported and responsive workforce.

HACSU looks forward to commencing negotiations for a new enterprise agreement with Scope that properly recognises the workforce's skills, knowledge and professionalism and values the positive impact they have on the lives of people with disabilities.

A HACSU Official will shortly be in contact to arrange an initial meeting to commence formal bargaining. In the interim, please don't hesitate to contact me on my mobile, 0418 542 799.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Lloyd Williams', is written over a light blue horizontal line.

Lloyd Williams
State Secretary



HEALTH AND COMMUNITY SERVICES UNION

LOG OF CLAIMS FOR SCOPE SINGLE ENTERPRISE AGREEMENT

Term of agreement

1. 4-year agreement.

Wages

2. All wages and allowances to be increased by 3.5% per annum, or the Modern Award increase, whichever the greater.
3. Inclusion of a new clause providing the Employer pay the Employee a penalty if payment of wages does not occur on the specified payday.

Classifications

4. Revise classification structure and descriptors to more closely align with Social, Community, Home Care and Disability Services Award 2010 (SCHADS) (Schedule B), which would include providing for additional incremental progression and an advanced practice level.

Leave

5. Modify the maternity/paternity leave clause to make gender neutral and increase primary caregiver leave to 10 weeks and secondary caregiver leave to 3 weeks. Additionally, the employer's mandatory superannuation contribution of 9.5% is to be paid on all paid parental leave.
6. Inclusion of a family violence leave clause to cover all employees including casuals. Full-time, part-time and fixed-term employees will be entitled to 15 days paid leave, casuals will be able to take unpaid leave.
7. When calculating payment for periods of long service leave, employees shall be paid at their current rate of pay as if worked, i.e., receive all shift penalties, allowances and any other payment they are entitled to whilst at work.
8. All employees (including casual employees) to be entitled to 5 days of compassionate leave to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member the employee's immediate family or household.

Consultation

9. Amend Introduction of Change clause so that:
 - a. The Employer must consult with Employees in circumstances where there isn't a major change but there are significant effects on an employee.
 - b. There is a minimum 4 week consultation period.

Grievance and Dispute Process

10. Update and modernise the current grievance and dispute resolution clause.

Workforce Participation, Information and Delegates' Rights

11. Enhance union and delegate rights so that employees have an opportunity to participate in their union, and so that the union can provide information to employees both at the workplace and electronically (including access to employees at inductions).

Discipline

12. Inclusion of a comprehensive discipline clause which recognises the principles of natural justice and procedural fairness.

First Aid Allowance

13. All employees who are responsible for the provision of first aid to either a Scope client or a Scope employee are to be paid a weekly First Aid Allowance equivalent to 1.67% of the Standard Rate as defined in the SCAHDS Modern Award for a full-time employee. Part time and casual employee will be eligible for the allowance on a pro-rata basis.

Meal Allowance

14. Inclusion of a meal allowance provision which provides that an employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.62 in addition to any overtime payment when required to perform overtime on any shift.

Sleepover Allowance

15. Align sleepover allowance rates with the public-sector rates and clarify that the disturbance of up to one hour's duration only applies to the first disturbance, thereafter overtime rates to apply for each subsequent disturbance.

On-call Allowance

16. Inclusion of an on-call allowance as per the terms set out in the).

Heat Allowance

17. Inclusion of a heat allowance as per the terms set out in the SCHADS Award.

Personal Travel

18. Reimbursement rates for use of personal vehicles for work to be increased to the minimum SCHADS Award rates.

19. All travel costs incurred by the employee in the course of their employment to be reimbursed.

Clothing and Equipment

20. In recognition that employees are not supplied with a uniform and there is wear and tear on clothing, Scope will pay full-time employees an annual clothing allowance of \$511 per annum (pro-rata for part-time and casual employees).

Probity Checks/Workforce Screening

21. All costs for employee probity checks (including police checks, NDIS worker screening and Working with Children Checks) are to be paid for by the employer.

Non-Contact/Indirect Care Hours

22. Group home rosters to include administration hours for the purpose of enabling all employees to attend paid team meetings and completion of required administration.

Minimum shift lengths

23. The minimum length of any shift for all full time, part time and casual employees will be three and a half hours. Any employee rostered for less than three and a half hours will be paid for the minimum hours of engagement.

Job Security for Part Time Employees

24. Part-time employees to be given priority to work additional shifts, including regular ongoing rostered shifts.

25. Inclusion of a casual conversion clause.

Roster Principles

26. Implementation of a revised rostering clause, including, but not limited to, provisions regarding notification of change, requirement to consult, minimum notice period, rostering principles, cancellation of shifts and enhancement of ongoing employment opportunities.

Training and Professional Development

27. Attendance at, and travel to and from, all mandatory training sessions to be in paid time.
28. Mandatory training shall be provided to Scope employees at no extra cost to the employee and shall include first aid, administration of medication, manual handling, fire safety and positive behaviour support training.
29. Scope to commit to delivery of staff training across all services that will enable staff to assist in communication with client groups.
30. New employees to work the first two shifts at any new residential unit in a supernumerary capacity, this includes ongoing employees being transferred to a new unit.
31. Scope will develop annual training plans, on an individual basis, which include meeting annual mandatory training requirements, provision of training sessions and consideration of new skills training requirements arising out of client needs.

Study Leave

32. Scope to provide 5 paid days per year to employees undertaking a course of study in a relevant qualification.
33. Employees to be provided with access to employer funded accredited qualifications in disability services.

Qualifications Allowance

34. A qualifications allowance to be paid to staff who hold a disability qualification or advanced diploma or higher where such qualification is not mandatory for the position held and the qualification is applicable to the employees' current area of practice.

Preservation of existing terms and conditions

35. The new collective agreement to comprehensively include and maintain all existing terms and conditions not altered as part of the negotiations.

Additional Claims

36. The Union reserves the right to add or amend claims in response to emerging matters during negotiations for a new agreement.