

CORE CENTRAL CLAIMS

Enterprise Bargaining — Log of Claims

WAGES

Claim 1: Wages that Meet Cost of Living Pressures

Formal Claim: Wages that genuinely meet the increased cost of living pressures felt by members.

FLEXIBLE WORK ARRANGEMENTS

Claim 2: Improved Flexible Work Arrangements (FWA) / Working from Home

Formal Claim: (1) Ensure all workers have the ability to genuinely engage about flexible work options. (2) Commitment to genuinely consider flexible working requests with the view to supporting requests where there is no significant detriment identified. (3) Where flexible work requests are not supported, a written response will be provided within 10 days outlining the reasons in detail including any proposed workable alternatives. (4) The number of requests and their outcomes will be reported to the ACC. (5) Recognition that flexible working arrangements form part of the modern-day working environment and should be supported.

EMERGING TECHNOLOGIES

Claim 3: Employment Security, AI and Emerging Technology

Formal Claim: (1) Commitment that no staff member will be forced into unemployment as a result of emerging technology and artificial intelligence. (2) Commitment that the introduction or use of artificial intelligence in general business such as recruitment processes or professional development will be done in consultation with Together to ensure no adverse outcomes as a result of misuse of AI capacity. (3) A commitment that AI will not be introduced in circumstances where employees are not provided the time required to fact check and moderate the accuracy of the AI outputs. (4) Commitment to provide timely paid training for all impacted staff when new technology is adopted. (5) Introduction of an artificial intelligence allowance for employees required to learn, train and use AI in the performance of their day-to-day duties.

WORKLOAD MANAGEMENT

Claim 4: Workload Management and Recruitment Timeframes

Formal Claim: (1) A commitment to implement an improved recruitment process to ensure unfilled positions are filled in a timely manner maximising permanent employment. (2) Decisions not to backfill or recruit to vacant positions require a workload management assessment to be shared with the union. (3) Vacancy management reports are to be tabled at the ACC. (4) Vacancy reports are to include a list of vacant positions, length of vacancy and what stage of the recruitment process they are in. (5) Adapt the Child Safety workload management tool and expand its use to all workers undertaking case management functions (including but not limited to: Victim Assist, NISQ and Corrections case managers, WHS case management teams, Community Visitors, and Housing case-management roles) within 12 months of certification of the agreement.

Claim 5: Right to Disconnect

Formal Claim: (1) Recognise the rights of all employees to disconnect. (2) The employer to adopt the provisions outlined in the Fair Work Act 2009, specifically section 333M 'Employee right to disconnect'. (3) Increase on-call allowance to better recognise the impacts of employees losing the right to disconnect. (4) Improve the minimum hours for each call received during periods of on-call. (5) Review and update policy and procedure for on-call roster development and management of on-call duties in consultation with Together.

LEAVE ENTITLEMENTS

Claim 6: Introduction of Carers Leave Entitlements

Formal Claim: (1) Introduction of paid carers leave entitlements.

Claim 7: Increase in Annual Leave Entitlements

Formal Claim: Additional weeks annual leave for all employees on their current entitlement. This would mean employees entitled to four weeks would be entitled to five weeks and those entitled to five weeks would be entitled to six weeks leave. Remote area incentive schemes (RAIS) that also provide for additional leave will have leave increased by an additional week.

Claim 8: Improved Paid Parental Leave

Formal Claim: (1) Paid parental leave should be able to be accessed by both parents, either concurrently or at any time within the first 52 weeks. (2) Increase paid parental leave to 18 weeks per parent. (3) Removal of minimum service leave requirements.

Claim 9: Paid Cultural Leave for Aboriginal and Torres Strait Islander Employees

Formal Claim: Up to 10 days paid (non-cumulative) cultural leave per year accessible for cultural and ceremonial obligations including lore, customs or traditions; attending Sorry Business or related purposes; and community cultural events including Mabo Day, NAIDOC activities, Reconciliation Week, Coming of the Light and Sorry Day. Leave may be taken in a minimum period of one hour and does not accumulate or pay out on cessation.

Claim 10: Sick Leave for Planned Medical Appointments

Formal Claim: Recognition that planned medical appointments are an important part of ensuring employee wellbeing. Support employees to access sick leave for planned medical appointments.

ALLOWANCES

Claim 11: Rural and Remote incentives

Formal Claim: Improve Rural and Remote incentives to better recognise attraction and retention issues including but not limited to cost of living pressures, employment security, career progression, flexible work arrangements and leave entitlements.

Claim 12: Increased Kilometric Reimbursement Rate

Formal Claim: Increase to rate covered by kilometric allowances, currently \$0.99 per kilometer in Clause 13.8 of the Award. This allowance would increase in line with relevant wage increases.

Claim 13: Introduction of a HSR Allowance

Formal Claim: Introduction of a HSR allowance for all elected HSRs. The allowance would be increased yearly in line with the relevant wage increase.

Claim 14: Increased On-Call Allowance

Formal Claim: (1) Increase on-call allowance to better recognise the impacts of on-call. (2) Improve the minimum hours for each call received during periods of on-call. (3) Review and update policy and procedure for on-call roster development and management of on-call duties.

Claim 15: Remove Cap on Overtime Payments

Formal Claim: Remove cap for overtime payments — all overtime performed can be paid overtime or TOIL accrued at the overtime rates at the election of the employee.

TRAINING, DEVELOPMENT AND CAREER PROGRESSION

Claim 16: Improved Job Security for Higher Duties

Formal Claim: (1) Expand the eligibility requirements in the Review of Acting or Secondment at Higher Classification Level (Directive 03/23) to include same/similar roles within the same public sector entity for the meeting of Part 8 Meaning of Continuous Period requirements of the Directive.

Claim 17: Mental Health First Aid Training

Formal Claim: Each entity through a relevant Consultative Committee (CC) will implement a suitable program to provide mental health first aid training to all staff followed by refresher training as recommended by MHFA providers.

Claim 18: Annual Cultural Awareness Training

Formal Claim: Introduction of annual cultural awareness training for all staff. Where staff receive cultural awareness training, the risk of client aggression also decreases as staff are more cognisant of responding in culturally sensitive ways.

Claim 19: Improved SARAS (Study and Research Assistance Scheme) Processes

Formal Claim: (1) Update existing policy to allow SARAS applications to be made either prior to or after an employee enrolls in a course. (2) Recognition that SARAS is a positive process that recognises the importance of professional development and skill retention and that all reasonable steps should be taken to support employee applications. (3) Entities commit to funding 100% of training costs where the training is needed to reskill employees resulting from organisational change and restructure. (4) Where an entity approves an employee's request for SARAS, that approval and commitment to fund is given for the duration of the course/training program except where the employee ceases employment.

Claim 20: Job Evaluation — Equal Remuneration

Formal Claim: (1) Where a role is undergoing a review and/or job evaluation (JEMS) process, the review process will be completed in a timely manner in consultation with the relevant employees and union. (2) Where a review process results in the upgrading of a classification, the operative date will be from the date of the review request. (3) It is agreed that Union parties to this Agreement can raise Job Evaluation Management System (JEMS) review requests through the CC on behalf of an employee or group of employees. The

employer commits to consult with union/s on the review process where requested. (4) Recognising many roles are same/similar to already evaluated roles, by mutual agreement roles may be benchmarked against same/similar roles and relevant award classification descriptions in order to ensure accurate, timely and fair reviews.

WHS MATTERS

Claim 21: Update Consultative Committee Clause to Include Artificial Intelligence and Psychosocial Hazards

Formal Claim: (1) Amend clause 9.2(2) to make it explicit that matters discussed may include psychosocial hazards, client aggression, and introduction of new technologies and systems (such as AI) where there is the potential for this to affect employment security and working conditions.

Claim 22: Recognise Client Aggression as a Psychosocial Safety Hazard

Formal Claim: Update Part 24 to include recognition of client aggression as a psychosocial safety hazard as well as a hazard to employees' physical health and safety. A requirement on entities to actively manage the risks this hazard presents and provide reporting to the CC and the entity's WHS committee on rates of reported incidents of client aggression each quarter.

Claim 23: Permanent Workplace Health, Safety & Wellbeing Advisor

Formal Claim: Introduction of at least one permanent full-time workplace health, safety and wellbeing advisor position within each agency within 12 months of certification, in collaboration with the relevant unions.

Claim 24: WHS Improvements — Positive Duty

Formal Claim: The employer introduces a positive duty to prevent all forms of discrimination, sexual harassment and vilification across all attributes (including race, age, sexuality, gender identity, pregnancy, homelessness, amongst others). The employer recognises that all such forms are workplace hazards capable of causing serious physical and psychological harm. The employer accepts that it bears a positive duty — that is, a proactive and ongoing obligation — to: (a) take all reasonable and proportionate steps to eliminate all forms of discrimination in the workplace, to the greatest extent possible; (b) where elimination is not reasonably practicable, minimise the risk of such conduct occurring; and (c) respond promptly, fairly and effectively when such conduct is reported or identified. This duty applies to conduct occurring in the workplace, in the course of work-related activities, and in any context connected to the employment relationship.

SUPERANNUATION

Claim 25: Increased Employer Superannuation Contributions

Formal Claim: (1) Increase employer superannuation contribution to a minimum of 15%, with an ongoing additional contribution where individuals participate in additional voluntary co-contributions.

GENERAL

Claim 26: Remove Administrative Cost for Salary Sacrificing

Formal Claim: Employer to cover the cost of administrative fees associated with salary sacrificing.

Claim 27: Best Practice Standards for Contact and Call Centre Environments

Formal Claim: Development and implementation of a joint best-practice code for implementation in all contact and customer service centre environments within 12 months of certification. The code will provide direction on: (1) minimum breaks from direct customer/client contact; (2) recognition that employees need reasonable downtime between each individual engagement; (3) set-up and pack-down time to be recognised as a minimum of 15 minutes at the start and end of day/shift; (4) wellbeing tags available for employees to self-identify potentially traumatic interactions; (5) such matters will not form part of any performance management or discipline process.

Claim 28: Reproductive Rights

Formal Claim: Recognition that the rights held within the Reproductive Health Leave Directive (7/24) be recognised in the certified bargaining agreement to ensure protection of existing entitlements.