

Memorandum of Understanding

23 February 2017

BETWEEN

The Health and Community Services Union "HACSU"

AND

The Australian Education Union "AEU"

AND

Jobs Australia "JA" and Employers

{Collectively, "the Parties"}

1. DEFINITIONS

Employers: This refers to those employers collectively represented by JA in any bargaining negotiations undertaken for a replacement enterprise agreement with HACSU and AEU. As of 15 February 2017 the participating employers are (**Employers**):

- Able Australia
- Araluen
- Blairlogie Living and Learning Inc.
- Burke and Beyond Association Inc.
- Central Bayside Community Health Services Limited
- Connect GV
- Each
- Focus Individualised Support Services
- IDV
- Karingal
- Knoxbrooke
- Latrobe Lifeskills
- Mawarra Centre Inc.
- Melba Support Services
- Melbourne City Mission
- MiLife-Victoria
- Murray Human Services
- Nadrasca
- OC Connections
- Onemda
- Pinarc Disability Support Inc.
- Pinnacle Inc.
- Scope
- Statewide Autistic Services
- St Laurence Community Services
- The Bridge Incorporated
- Uniting (Vic Tas), incorporating Wesley Mission Victoria and 21 UnitingCare agencies
- Wallara
- Windarring Choice & Inclusion for People with Disabilities

2. BACKGROUND

The Parties commenced discussions in August 2016 to develop a new enterprise agreement covering employers represented by JA. After multiple meetings between the Parties an approach was made to the Victorian Government in December 2016 seeking transitional funding support to resolve Victorian-specific industrial issues arising as a consequence of the NDIS rollout, along with support

through Industrial Relations Victoria (IRV) in proposed Interest-Based Bargaining negotiations through the Fair Work Commission (FWC). The parties have identified that the Victoria-specific industrial issues present a potential serious obstacle to an effective transition to NDIS that meets the needs of all parties. The Parties will cooperate in making a formal application to participate in the FWC's "New Approaches" program. The parties will also cooperate in taking any necessary procedural steps to facilitate agreement making.

3. PURPOSE

This Memorandum of Understanding "MoU" sets forth the terms and understanding between the Parties relating to:

- Obligation to participate in discussions and Interest-Based Bargaining negotiations through the FWC.
- Individual bargaining with one or more participating employers.
- Access to the workforce of the participating employers by HACSU and the AEU.
- Disclosure of relevant financial data relating to employment costs and operational overheads of participating employers.

4. SCOPE

The scope of the proposed agreement is: the Employers; the employees of the Employers who are eligible to be members of HACSU and the AEU.

5. PARTICIPATION

All Parties have a right to exit from discussions at any point in time. Intention to exit should be made in writing to the other Parties. JA, as the representative of participating employers, is responsible for advising HACSU and AEU of any changes to the Employers, including both additions and removals and the Parties will cooperate in formalising any necessary consequential variations to any procedural instruments.

6. INDIVIDUAL BARGAINING

Nothing shall prevent HACSU and/or AEU from concurrently entering into individual enterprise negotiations with one or more Employers, should that be the desire of members employed by one of the Employers. Similarly, nothing shall prevent an individual employer from entering into negotiations for a single employer agreement.

7. WORKFORCE ACCESS

It is essential that HACSU and the AEU are provided with reasonable access to the workforce of the Employers in order to consult on the identified and emerging workforce issues, their impacts and identify the claims of these workers. The parties also desire that the discussions that occur under this MoU will lead to a cooperative and sustainable approach to workplace relations, and recognise that this entails balancing genuine access by unions to the workforce with

reasonable needs of service delivery and other operational requirements. For the purposes of this MoU reasonable access will involve:

- JA arranging the nomination by each employer of a contact person with authority to liaise with the relevant unions regarding workforce access.
 - Where approached by a relevant union, the employer will take a practical approach to facilitating the organisation of meetings of staff during mutually convenient times for the purpose of union access to enable consultation around industrial issues
- Provision of a union noticeboard, or reasonable section of an existing noticeboard, at worksites where noticeboards are customarily used and where HACSU and/or AEU literature can be displayed.
- Reasonable access for HACSU and/or AEU officials to visit worksites with 24 hours' notice, consistent with the Fair Work Act.
- Employers will not block access to the websites of the AEU or HACSU on work computers, nor will they block inbound emails to the work email addresses of their staff.
- Any disagreements regarding workforce access will be referred to the negotiating group of HACSU, AEU and JA and if necessary assistance may be sought from FWC in the context of the New Approaches discussions. Where no agreement can be reached on the provision of reasonable workforce access, Parties can invoke Clause 5 of this MoU and/or seek to exclude one or more employers from the bargaining process.

8. DISCLOSURE REQUIREMENTS

In order to ascertain the impact of NDIS prices on employment terms and conditions for the Employers it will be necessary for certain financial data, including operational overheads, to be shared between the Parties consistent with the good faith bargaining requirements of the Fair Work Act. This does not require any individual employer to disclose commercially confidential financial information to any other party.

9. PERIOD OF OPERATION AND REVIEW

This MoU is binding upon all Parties until such time as they notify intention to withdraw participation as per Item 5.

This MoU may be varied should all Parties jointly agree to the terms of variation.

_____ Date:

(Lloyd Williams, State Secretary, HACSU)

_____ Date:

(Greg Barclay, Vice President, AEU)

_____ Date:

(Michael Pegg, Industrial Relations Manager, Jobs Australia on behalf of Employers listed in Item 1)