

# Where we stand

## 1. REWARDING OUR CONTRIBUTION

- » **All staff to receive a guaranteed pay increase that reflects the valuable contribution of staff toward the fund.** The pay increase should ensure that wages stay ahead of cost of living pressures.

**Still negotiating:** Cbus management have proposed two tiers of pay increases, both of which are lower than inflation:

	<b>Current Cbus Proposal</b>	<b>FSU claim for ALL staff</b>
<b>Less than \$150k pa total</b>	Year 1: 3.5% Year 2: 3% Year 3: 3%	At least 4% p.a. each year
<b>Less than \$250k pa total</b>	Year 1: 2.5% Year 2: 2.5% Year 3: 2.5%	
<b>More than \$250k pa total</b>	No guaranteed pay increases	

- » **Recognising the importance of saving for retirement by providing an employer superannuation contribution of 17% to all staff including;**

- » Superannuation to rise as the Superannuation Guarantee goes up

**Still negotiating:** Cbus management have so far rejected our claim for super to increase to the same rate as the Coordinators (SG +7%).

- » **Uncapped superannuation payments on periods of unpaid parental leave.** As one of the leading super funds in the country, it is critical that Cbus lead when it comes to offering competitive and sustainable employer contributions.

Those on unpaid parental leave should not miss out on superannuation payments. Loss of superannuation typically adversely impacts the retirement savings of women. Continuing contributions through unpaid parental leave helps to address the gender imbalance and financial disadvantage individuals can suffer as the primary caregiver to our next generation of children.

» **All Cbus staff (other than Coordinators and Executives) covered by the EBA**

**Agreed!** Despite Cbus management proposing to remove Investments Professionals from coverage of the EBA, we stuck together and have reached an agreement that ensures nearly all Cbus staff will continue to be covered by our collective agreement.

» **A just transition away from the organisation lump sum payment scheme.** Extend negotiated, fixed pay increases to all staff.

» **Full and complete pay transparency.** No contract or EBA clause should encourage pay secrecy between employees, nor should Cbus take any action to discourage open and frank discussions between employees about salary. This is critical in dismantling the gender pay gap and encouraging fairness in the workplace.

Salary reviews and benchmarking must be transparent and fair.

**Still negotiating:** Pay transparency remains an important part of the claim, we want Cbus to engage with it.

» **First Aid allowance.** Those who take on the added responsibility and training required to administer first aid in the workplace should be compensated financially – both in terms of an allowance and reimbursement for completing the relevant courses to maintain the qualification.

» **Travel allowance.** Employees should be reimbursed for all costs pertaining to work travel, and adequately compensated for their time when travelling for work outside of hours.

**Still negotiating:** We're waiting to resolve these claims and we're hopeful that improvements will be made.

» **Reimbursement of union fees.** Cbus should encourage membership of unions by reimbursing the cost of membership.

» **Overtime to be paid to all staff** regardless of whether the overtime occurred by direction or by necessity of workload.

**Still negotiating:** Cbus management's current proposal allows all staff earning total remuneration below \$250k p.a. to claim for overtime.

» **A comprehensive classification structure.**

**Still negotiating:** We are proposing a clause in the Agreement that ensures a classification structure will be created and agreed to over the life of the EBA, and then be included as a clause in the next Agreement.

## 2. FLEXIBILITY

- » The **option to work from home** should be made available to employees.

**Still negotiating:** Management have said they don't want to include these claims in the EBA and want to put them in a Cbus policy instead. Our view is that the key principles around working from home should be included in our Agreement, and we will continue to push for this.

- » Flexible work arrangements must be based on **employee choice and control**.
- » Employees must have a **right to disconnect** from work.
- » Workers must **not be encouraged or rewarded** for being constantly connected.
- » Working from home should **not lead to cost shifting** from employers to workers.
- » **Privacy and fundamental rights** must be respected.

## 3. AN EMPLOYER OF CHOICE

- » **Changing the definition of full-time work to four days per week.** During the pandemic, many of us have realised just how much time we spend away from our family and our lives while we work.

Many of us have also been thinking deeply about how we want our lives to be different after the pandemic; a four-day working week would be a huge positive investment by Cbus in its people. We know that we can get the same, if not more work done in a compressed week, Cbus should acknowledge our capacity to work better and smarter when we are well rested and have more time to invest in our lives outside of work. It would be beneficial to the fund in the long term.

**Progress made:** We have decided not to pursue this claim in exchange for increasing the number of RDOs to 12 and extending them to more staff. We're still negotiating with Cbus around the details of who will get RDOs and the inclusion of 'recreational' and 'personal health and well-being' leave in 'Flexi leave' (see below).

- » Aboriginal and Torres Strait Islander **cultural observance leave**.

**Still negotiating:** Cbus management are proposing that these types of leave become part of 5 days of 'Flexi leave' that you could use for any purpose.

- » Aboriginal and Torres Strait Islander **employment targets**.

**Not agreed:** Cbus management aren't open to including this in our Enterprise Agreement.

» **Cultural and religious leave.**

**Still negotiating:** Cbus management are proposing that this type of leave become part of of 'Flexi leave'.

» **Gender transition leave.** Periods of paid special leave and unpaid special leave available to be taken for the purposes of gender affirmation.

**Agreed!**

» **Unlimited paid domestic and family violence leave.** While we currently have 10 days of paid leave for this purpose, it is not appropriate to have an arbitrary cap in place. When this leave is needed, it's critical, and evidence at other employers shows that this leave is rarely utilised. There must be no barrier to access and no limit to utility.

**Agreed!**

» **Unlimited paid domestic and family violence (DV) leave** be extended to employees assisting/caring for immediate family member or member of their household who is a victim to domestic violence.

**Still negotiating:** Cbus management are proposing that where this leave relates to supporting a family member it become part of 5 days of 'Flexi leave' that you could use for any purpose.

» **Overtime be paid to all staff regardless of whether the overtime occurred by direction or be necessity of workload.** Currently overtime is only available to staff paid less than \$150,000 a year and is only payable when the work is performed at management direction rather than when required by workload. All overtime should be paid.

» **RDOs be extended to all staff.** By scrapping the cap on who is eligible for a fixed, negotiated pay increase, we would also expand access to Rostered Days Off to those people.

**Still negotiating:** Cbus want to reduce the number of employees with access to RDOs.

» **No forced redundancy for the life of the agreement.** This clause will ensure that anyone who does not want to leave Cbus will not leave for the life of the agreement.

**Progress made:** Changes to Cbus' consultation process won't end forced redundancies, but they will allow for a more transparent restructure process and ensure our voices are heard.

» **A clause that ensures workloads are reasonable and achievable and that staffing level in each work location are appropriate.** This would mean that a formal dispute could be raised if workloads and staffing levels were not sufficient or safe.

**We haven't yet received a formal response on this claim.**

- » **26 weeks of paid parental leave.** This leave should be available to either parent within 24 months of the birth of a child. Better provisions to be included for the perinatal death or stillbirth of a child.

**Still negotiating:** Management are currently offering 20 weeks of paid parental leave.

- » **Grand parental leave.** Grandparents play an important role in supporting the care of their grandkids and should have access to paid leave to support their children and grandchildren.

**Agreed!**

- » **Menstrual and menopause leave.** Cbus should include menstrual and menopause leave clause. Experiences of menstruation and menopause can be very debilitating, yet those who experience symptoms have been enculturated to mask their existence in the workplace, at schools and at home. This clause would support employees in their ability to adequately self-care during their period and menopause, while not being penalised by having to deplete their sick leave. Periods and menopause are not a sickness after all.

This claim also seeks to remove the stigma and taboo surrounding menstruation and menopause. The entitlement should be flexible depending on the employee's needs, providing for the following options:

1. The possibility of working from home;
2. The opportunity to stay in the workplace under circumstances which encourage the comfort of the employee, e.g. resting in a quiet area; or
3. The possibility of taking a days' paid leave.

In the case of paid leave, employees should be entitled to a maximum of 12 paid days per calendar year (pro-rata, non-cumulative) in the event of inability to perform work duties because of menstruation and menopause, and their associated symptoms.

**Agreed!**

- » **Increase to bereavement leave entitlement.** When someone close to us dies, 3 days paid leave is not enough. More leave should be allocated for those dealing with the death of a close family member.

**Agreed!**

## 4. COMMUNICATION AND RESPECT

- » **A more genuine process for consultation that allows employees to influence the outcome of a change prior to a final decision being made.**

This must take into consideration the health and safety impact on staff and the measures to mitigate against those.

- » This will ensure that consultation will no longer occur only after decision is made, which is the current construction.
- » This will give staff greater control of the decisions in the workplace and ensure that decision making a partnership not a dictatorship.

**Agreed!** Employees will be consulted on a proposal that affects them rather than a final decision.

- » **A Joint Union and Management Consultative Committee** to facilitate communication and information sharing as well as have oversight of the implementation and management of issues arising over the life of the agreement.

**Agreed!**

- » **A clause allowing for career breaks at the election of the employee.** This would give employees the ability to 'pause' their career at Cbus in order to pursue other training or career options, but would also allow them to come back into their role at the end of the 'break'.
- » **A simpler dispute resolution procedure.** Fewer steps, and a more straightforward process in the resolution of disputes.

**Agreed!**

## 5. MISCELLANEOUS

**We are still working through these claims:**

- » **Reimbursement for upgrading relevant professional qualifications.** Cbus should be required to reimburse the cost of training courses required to maintain up to date and relevant qualifications to an employee's role.
- » **The formal ability to apply for a secondment within the organisation.** This would build connection and interaction across the organisation and develop internal career planning and longevity of employment.
- » **Better union access.**
- » **Penalty rates / weekend public holiday pay.**
- » **Shift allowances.**
- » **Review of agreement to ensure it is compliant with relevant legislation.**
- » **FSU will continue to seek feedback and input from members.** We reserve the right to raise additional claims during bargaining.