

MEMORANDUM OF UNDERSTANDING

DATE 18 February 2019

PARTIES

Party 1 **Lifestyle Solutions (Aust) Ltd ACN 097 999 347** (the "**Organisation**") of 33 Fern Street, Islington NSW 2296

Contact Officer for Party 1

Name: John Carlisle

Email: john.carlisle@lifestylesolutions.org.au

Phone number: 0439 689 300

Party 2 **Australian Municipal, Administrative, Clerical and Services Union trading as the Australian Services Union, Western Australian Branch** (the "**ASU**") of 102 East Parade, East Perth WA 6004

Contact Officer for Party 2

Name: Jill Hugo

Email: jill.hugo@asuwa.org.au

Phone number: 0412 920 978

THE UNDERSTANDING

1. Purpose

- 1.1 The Organisation provides services to people with disability, young people and children in out of home care, their families and communities, including in Western Australia.
- 1.2 The ASU is a trade union which represents the interests of approximately 135,000 members across Australia, including in Western Australia.
- 1.3 The Organisation has facilitated a number of workshops with representatives of the Employees and the ASU, with a view to determining a long term financial sustainable arrangement for the employment of the Employees so as to provide care to affected persons within the funding provided by the Department.
- 1.4 Arising from those workshops is a commitment by the Organisation to use a number of employment models for the Employees.
- 1.5 Additionally, the Organisation has committed to enter into this Memorandum of Understanding (the "**MoU**") with the ASU to identify:
 - (a) a number of key ways in which the Organisation will employ the Employees so as to ensure, amongst other things, that:
 - (i) the employment costs for the working arrangements are covered by the funding provided by the Department; and
 - (ii) the underpayment situation does not occur again;
 - (b) the other steps that the Organisation will take regarding this MoU.

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2. Objectives

- 2.1 Each Party commits to cooperate in a spirit of mutual understanding and to develop a closer and more strategic working relationship in relation to the employment arrangements of the Employees as and from the date of this MoU.
- 2.2 Subject to confidentiality matters each Party will share information with the other to help promote the mutual understanding identified above.

3. Duration

- 3.1 This MoU will become effective upon signature by the authorised representatives and will remain in effect until 20 June 2020 or it is terminated by mutual consent of the Parties.

4. The Organisation's commitments

- 4.1 The Organisation will develop a Service Model (FGH WA) policy (the "**Service Policy**") and will apply this policy to each family group home service, specialist disability child service and the two disability homes Kangaroo House and Roebourne that it operates in Western Australia.
- 4.2 The Service Policy will contain a number of default models which will be selected by the Organisation for each service based on a number of business and customer factors including (this list is not exhaustive):
 - (a) financial budgets;
 - (b) customer complexity and intensity;
 - (c) preferences and situations of carers;
 - (d) employee experience and qualifications required;
 - (e) incident data; and
 - (f) the needs of the customer.
- 4.3 The default models for each service as at the date of this MoU are set out in the **Attachment 1** to this MoU.
- 4.4 The default model for each service will be reviewed annually by the Organisation from November to December each calendar year.
- 4.5 Other factors that will be covered in the Service Policy are as follows:
 - (a) Primary Live In Carers who are recruited as a new staff member into a service automatically go into the default model;
 - (b) with existing carers who transition into a new or existing service, the Organisation must take into account their preferences, living circumstances and personal situation;
 - (c) with existing carers, the transition into the default model is by mutual agreement;
 - (d) where a service has two (2) permanent Primary Live In Carers and they transition into a service with one (1), the Primary Live In Carers will go through a merit based selection process with an interview panel containing one (1) of the Organisation's personnel who does not work in Western Australia (e.g. EGM Customer Service or their delegate);



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- (e) whoever is unsuccessful will be given the immediate first right into any available Secondary Live In Carer or support worker role / hours;
- (f) where a new service is introduced the organisation will decide on the default model taking into account known information at the time of establishing the service
- (g) Primary Live In Carers must also take into account the other carers (if applicable) preference for model;
- (h) where services have two (2) Primary Live In Carers and they cannot reach a decision, the Organisation will make the final decision;
- (i) either the Organisation or Primary Live In Carers can request a review of the service model prior to the annual end of year review based on factors outlined in 4.2;
- (j) where Primary Live In Carers are engaged in a roster shift model, they must take allotted six (6) hour break. Any overtime associated with the support worker not turning up must be approved by the State Leader;
- (k) any changes to a model for a service will take effect four (4) weeks from the staff being notified, unless a shorter period of time is agreed between the Organisation and the employees involved;
- (l) model 4 is entered into via an individual flexible working arrangement and is for a finite period of time; and
- (m) model 4 can be entered into as a result of:
 - (i) change in children composition;
 - (ii) review of incidents data;
 - (iii) review of timesheet data; and/or
 - (iv) a directive from the Department.

4.6 The Organisation will:

- (a) publish a copy of this MoU on its website as a freely accessible document;
- (b) print and display a copy of this this MoU in each service office in Western Australia operated by the Organisation;
- (c) attach a copy of this this MoU to each new letter of offer (employment contract) for relevant employees; and
- (d) conduct an audit every 12 -16 weeks, from 1 April 2019 to 20 June 2020 and share the results of the audit with the ASU in a timely manner.

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5. ASU's commitments

5.1 The ASU will:

- (a) provide support to its members covered by this MOU and work with the organisation taking into account the needs of the business, customers and employees; and
- (b) provide advice and endorsement on the models presented

6. General provisions

- 6.1 Nothing in this MoU shall be construed as creating any legal relationship between the parties; its provisions do not create rights, obligations or duties for either party. This MoU is a statement of intent to foster genuine and mutually beneficial cooperation.
- 6.2 This MoU shall not prejudice any rights and obligations of either party in any international agreements or conventions.
- 6.3 The agreement recorded in this MoU cannot be varied or amended unless the variation or amendment is in writing and signed by the Parties.

7. Signatories

7.1 This MoU was agreed between:

Lifestyle Solutions (Aust) Ltd ACN 097 999 347

Signature



Name

JOHN CARLISLE.

Position

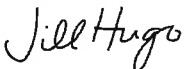
EXECUTIVE LEADER: PEOPLE & CULTURE.

Date

11 MARCH 2019.

Australian Municipal, Administrative, Clerical and Services Union trading as the Australian Services Union, Western Australian Branch

Signature



Name Jill Hugo

Position Assistant Branch Secretary ASU WA Branch

Date 8 March 2019

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Attachment 1: Default models for each service as at 4 February 2019:

Family Group Homes:

Service	Default Model
Merredin	Model 3
Pegasus (Albany)	Model 3
Albany (Lunar)	Model 3
Waterlily	Model 3
Wyndham	Model 2
Newman	Model 2
Quandong	Model 3
Karratha	Model 3

Disability Placement and Support Program Funded Homes:

Service	Default Model
Chimera	Model 3
Quokka	Model 3

Disability Homes (funded under the WA NDIS and NDIA):

Service	Default Model
Kangaroo House	Model 3
Rosebourne	Model 3