



THE
**PROFESSIONAL
STAFF UNION**

CPSU NSW Log of Claims –
Australian Unity Enterprise
Agreement

The CPSU serves the **following claims** on Australian Unity (AU) for an Enterprise Agreement for professional staff employed by AU.

That the *Australian Unity Home and Disability Services NSW Enterprise Agreement 2018* shall provide:

1. The maintenance of all existing conditions, of employment within the *Crown Employees (Home Care Service of New South Wales Administrative staff) Award 2012*, unless otherwise improved or amended to comply with Fair Work as a result of negotiations with the CPSU.
2. Maintain separate agreements for Administrative Home Care staff and Care Workers. We recognise these staff have fundamentally different types of work and therefore vastly different interests which is reflected in their conditions being separate since inception.
3. To help minimise disputation and disagreement, the Agreement should be written in plain English to ensure that it is understood by both employees and management

Consultation

4. AU will form a Joint Consultative Committee (JCC) for consultation on matters affecting Employees covered by the Agreement, with an understanding what matters are to be brought before the JCC.
5. Where policies and guidelines affect professional staff they are only to be made or varied after negotiation with the CPSU.
6. A stronger union role in being consulted in the change management process. The Agreement will provide enhanced measures to ensure increased accountability and transparency.

Salary and Related Matters

7. The salary from the copied state award, the *Crown Employees (Home Care Service of New South Wales Administrative staff) Award 2012*, is to be transferred to this new Agreement.

8. Negotiated and fully funded Salary (and allowance) increases guaranteed over the life of the Agreement. Administrative staff are to be reimbursed for any delays and each pay increase will compound onto the previous salary.
9. Process for any staff member to apply to have the classification level of their position reviewed. If the position is reclassified to a higher level the incumbent will retain the position.
10. Redundancy payment is to be calculated in accordance with the the *Crown Employees (Home Care Service of New South Wales Administrative staff) Award 2012*
11. Australian Unity will make specific provision for the protection of injured employees' entitlements through make-up pay, or other appropriate measures.

Hours of Work:

12. The flexi – time provisions in the award are to remain with the insertion that if the employee has applied to take it within the required time, and that request has been denied they do not forfeit their flex leave.
13. Provisions are to be implemented for flexible working arrangements in accordance with the *Fair Work Regulations* and are expressed a strong and non-ambiguous way.
14. To ensure the right to flexible work arrangements be available to all staff in AU, with all requests documented. When requests are denied, management will provide reasons in writing.
15. The Enterprise Agreement will include provision for Working From Home arrangements to give effect to a commitment to providing a flexible working environment;
16. The ordinary hours of duty band are to span from 7am until 7pm, Monday to Friday excluding public holidays.

Leave:

17. That delegates will be released from duty and be regarded as on duty, therefore not have to apply for leave to attend meetings.
18. Improvements to the Domestic Violence Leave clause, including access to additional leave specifically for the purpose of attending medical appointments, legal proceedings, re-housing and other activities related to escaping a domestic violence situation
19. Improvements to paid parental leave with the introduction of payment for surrogacy.

General Conditions:

20. Improvements to secure employment through the addition of the conversion of term employees to ongoing employment, with the employee's agreement, as well as conversion for Administrative staff working long term with higher duties.

21. Inclusion of a process for the management of conduct and performance, including the prohibition on suspension without pay. These are to be in accordance with the principles of natural justice.
22. The ability to enter into pre-retirement agreements, which can include, but not be limited to:
 - i. Working part – time/job sharing
 - ii. where pay is increased by a certain percentage with an agreed end date
23. Dispute resolution clause in accordance with the *Fair Work Regulations* is to include compulsory arbitration.
24. That the Agreement will explicitly provide that there will be zero tolerance of all forms of discrimination, bullying and harassment; will provide a specific framework for dealing with allegations of discrimination, bullying and harassment, and will contain specific measures to prevent repetition of such behaviour in individuals, and within work units.
25. staff cannot be adversely affected at work because they are experiencing domestic violence - for example not being disciplined for job performance problems or denied opportunities for promotion
26. The agreement requires parties to commence bargaining at least four months prior to the nominal expiry date.
27. The CPSU seeks a 3-year agreement subject to the outcome of negotiations.
28. The CPSU NSW reserves the right to raise additional bargaining issues as they arise during the course of bargaining negotiations