

PSA (CPSU) NSW Aboriginal Land Council Branch Log of Claims 2016



The PSA (CPSU) serves the following claims on the NSW Aboriginal Land Council for an Enterprise Agreement for staff employed by ALC:

1. Maintain all conditions of employment for staff as set out in the *NSW Aboriginal Land Council Enterprise Agreement 2013-2016* unless otherwise improved as a result of negotiations with the PSA (CPSU);
2. Where policies and guidelines affect ALC staff they can only be made or varied by agreement with the PSA (CPSU);
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;
4. The term of the Agreement and the quantum of salary increases claimed will be determined by the PSA (CPSU)'s members in response to, and in the context of, negotiations;
5. Staff should be able to raise a dispute with a higher manager in the first instance if raising it with their immediate manager would be inappropriate;
6. Disputes should be escalated to the Fair Work Commission if 2 attempts to resolve the issue locally have failed;
7. A written response of the outcome of any dispute should automatically be provided to the staff member;
8. Staff (not just Managers) should be able to request an independent investigation into any matter that is the subject of a dispute;
9. The number of standard, full-time weekly hours of work should be expressly included in the Enterprise agreement;
10. In the spirit of genuine consultation, ALC must commit to taking the following steps before any 'definite decision' to undertake a significant change is made:

- Hold discussions with staff and the Union about the nature of the change and why they feel it needs to happen
- Communicate all relevant information about the proposed change in writing
- Allow adequate time for feedback to be submitted
- Provide a written response to any feedback received, including the reasons why a suggestion was/was not agreed to;

11. A new provision should be included to allow access to Parental Leave for a staff member who is the primary carer for a foster child;
12. It should be mandatory for the employer to contact a staff member directly if a workplace change is announced during their Parental Leave;
13. Sick leave matters are not to be referred to the Independent Medical Examiner without good reason. The Agreement must be amended to include a strict process for when and why the IMO becomes involved;
14. If a study claim is refused, the staff member is to be given reasons;
15. The Agreement will contain a clear process for conversion of Temporary staff to Ongoing/Permanent;
16. ALC commits to job security, and existing staff should be retained wherever possible;
17. The Agreement will be expanded to include a Classifications clause, including clear guidelines on the use of Temporary employment;
18. New staff are to be advised of the rate of pay for their position when they receive their letter of offer, not 14 days later;
19. The Agreement will allow for ALC staff members suffering domestic violence to have access paid special leave for medical appointments, legal proceedings, re-housing and other activities related to domestic violence.
20. The PSA (CPSU) reserves the right to raise other matters throughout negotiations, especially if in response to Claims made by the ALC.