



COMMUNITY AND PUBLIC  
SECTOR UNION

SPSF GROUP NSW BRANCH  
ABN 11 681 811 732

The CPSU serves the **following claims** on the Benevolent Society for an Enterprise Agreement for CPSU members and eligible members.

CPSU NSW Log of Claims – Benevolent  
Society Enterprise Agreement

That the *Benevolent Society Enterprise Agreement* shall provide:

1. The maintenance of all existing conditions, of employment within the copied state awards, unless otherwise improved or amended to comply with the Fair Work Act as a result of negotiations with the CPSU.
2. 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**

3. The Benevolent Society 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.
4. Where policies and guidelines affect professional staff they are only to be made or varied after negotiation with the CPSU.
5. 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**

6. The salary's hourly rate from the copied state award is to be transferred to this new Agreement.
7. Negotiated and fully funded Salary (and allowance) increases guaranteed over the life of the Agreement. Staff are to be reimbursed for any delays and each pay increase will compound onto the previous salary.

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The CPSU NSW is the Federal Counterpart of the Public Service Association of NSW. CPSU NSW members are also members of the PSA.

8. 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.
9. Redundancy payment is to be increased closer to the payments within the Managing Excess Employees Policy.
10. Specific provision for the protection of injured employees' entitlements through make-up pay, or other appropriate measures.
11. An allowance is created for the extra responsibility assigned to staff who are champions.

#### **Hours of Work:**

12. The flex leave 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. The ability to take several flex days within a period.
14. 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.
15. To ensure the right to flexible work arrangements be available to all staff and be applications be considered with consistency. When requests are denied, management will provide reasons in writing.
16. The Enterprise Agreement will include provision for Working From Home arrangements to give effect to a commitment to providing a flexible working environment. This will be provided to all employees and provide clear guidelines around availability.
17. The ordinary hours of duty are to span from 7am until 7pm, Monday to Friday excluding public holidays.

#### **Leave:**

18. That delegates will be released from duty and be regarded as on duty, therefore not have to apply for leave to attend meetings in their capacity as a delegate, as well as attend delegates councils.
19. All employees who are members of the Union have access to paid leave for training provided by the Union.
20. Improvements to the paid Domestic Violence Leave that currently exists within the copied state awards. 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

21. Improvements to paid parental leave with the introduction of payment for surrogacy.
22. Leave entitlements will be adjusted to ensure there is no loss of leave if there are any adjustments to the hours of work.

**General Conditions:**

23. 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 staff working long term with higher duties.
24. 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.
25. 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
26. Dispute resolution clause in accordance with the *Fair Work Regulations* is to include compulsory arbitration.
27. 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.
28. 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
29. The agreement requires parties to commence bargaining at least four months prior to the nominal expiry date.
30. All staff shall be provided with supervision and training.
31. The CPSU seeks a 3-year agreement subject to the outcome of negotiations.
32. The CPSU NSW reserves the right to raise additional bargaining issues as they arise during the course of bargaining negotiations