

CSCS Enterprise Agreement Explanation (17 July 2013)

CLAUSE SUBJECT MATTER

1. TITLE

This Clause simply states that the Enterprise Agreement (EA) will be called the Charles Sturt Campus Services Enterprise Agreement 2013.

2. ARRANGEMENT (TABLE OF CONTENTS)

The Index to the EA.

3. DEFINITIONS

This Clause defines terms that are used in the EA.

4. OBJECTIVES OF AGREEMENT

This Clause specifies the purpose of the EA.

5. OPERATION OF AGREEMENT

This Clause specifies the term of the EA (4 years). It will come into operation on 30 August 2013, the date of transfer of CSCS employees transfer to the Charles Sturt University Human Resources Information System, which also delivers the payroll function.

6. APPLICATION

This Clause defines the employees whose employment conditions are defined by the EA and the manner in which those conditions apply. This EA covers all CSCS employees, except the General Manager.

7. FREEDOM OF ASSOCIATION

This Clause specifies freedom of association, and allows employees to join or not join a union as they freely choose.

8. AVAILABILITY OF AGREEMENT

This Clause requires CSCS to make the EA readily available to all employees.

9. NO FURTHER CLAIMS

This Clause specifies that claims cannot be made for changes/improvements in conditions of employment covered by the EA, e.g. wages, annual leave, personal (including sick) leave, allowances, etc, until after the Nominal Expiry Date (NED) in 2017. It is called the NED because the EA will continue to operate after that date until replaced by a new EA (or cancelled by the Fair Work Commission after hearing from interested parties).

This Clause does not prevent any CSCS employee or employees raising matters of entitlements under the EA or the NES (e.g. whether they have been paid the correct salary or the appropriate penalty/overtime rate, etc) or any other applicable law (e.g. Workers' Compensation) with CSCS during the life of the EA.

PART 2 SALARY AND RELATED ARRANGEMENTS

10. SALARY INCREASES

This Clause provides a 2.6% wage increase every July from 2014 to 2017 (inclusive). CSCS has paid all employees the 2.6% wage increase awarded by the Fair Work Commission's Annual Wage Review 2012-2013 from the beginning of July 2013. CSCS has also paid the increase in superannuation from 9.00% to 9.25% from the beginning of July 2013. The commencing salaries in Schedule A show those increased salaries.

11. SALARIES

This Clause provides that an employee's initial appointment will be to a particular salary step at the relevant Level, and that salaries will be paid fortnightly into an employee's nominated account with an approved financial institution (bank, credit union, etc.).

12. SALARY PROGRESSION

This Clause provides that progression through the salary steps in a Level will be based on an annual review in accordance with CSCS Occupational Coaching policy (not the CSU policy). See Clause 33 for more information.

13. SUPERANNUATION

This Clause specifies that

1. existing superannuation arrangements will be unchanged for current employees;
2. CSCS will pay the following superannuation contributions for employees:
 - 9.25 % from now until July 2014;
 - 9.5% from July 2014;
 - 10% from July 2015;
 - 10.5% from July 2016;
 - 11% from July 2017; and
3. Australian Super will be the default fund, so new employees will become members of that fund. During the life of the EA, CSCS will not be required to issue annual "freedom of choice" forms, as Australian Super in the default fund. Any employee who wishes to change super fund will have to obtain and provide the appropriate form to CSCS.

14. VOLUNTARY SALARY PACKAGING SCHEME

This Clause provides for employees to participate in voluntary salary packaging in accordance with the relevant legislation and any CSCS salary packaging arrangements.

15. NATIONAL TRAINING WAGE

This Clause incorporates the standard National Training Wage provisions from the Modern Award system (see Schedule E).

16. SUPPORTED WAGE SYSTEM

This Clause incorporates the standard Supported Wage System from the Modern Award system (see Schedule F)

PART 3 CONSULTATION AND DISPUTE RESOLUTION

17. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

This Clause provides for consultation where CSCS has made a definite decision to introduce major workplace change, with an obligation on CSCS to notify employees and to discuss with the employees affected and their representatives, if any, the changes and their effect as soon as practicable.

18. DISPUTE RESOLUTION

This Clause is required by the *Fair Work Act 2009* (the Act). It establishes a dispute resolution procedure to be followed by all employees and CSCS where there is a dispute about a matter under the EA or a dispute in relation to the National Employment Standards (NES). It allows for representation of employees involved by their union or other persons, if that is their wish. Similarly, it allows CSCS to be accompanied and/or represented by an organisation or an HR person, etc. This is a requirement of the Act. The procedure allows matters unable to be resolved internally to be referred to the Fair Work Commission for mediation and conciliation, and if that fails, for arbitration.

19. DISPUTE RESOLUTION TRAINING LEAVE

This Clause retains the Modern Award entitlement. It allows for up to five (5) days training leave with pay for eligible employee representatives to participate in relevant dispute resolution training at a time approved by CSCS.

PART 4 EMPLOYMENT ARRANGEMENTS

20. GENERAL

This Clause limits the types of employment under which CSCS may hire employees to those defined in Clause 21.

21. TYPES OF EMPLOYMENT

This Clause defines the various types of employment under which CSCS may hire employees. It also provides, consistent with the Modern Award, for conversion of casual employees (sub-clauses 21.10 to 21.13) in particular circumstances to a more regular form of employment. This is consistent with the arrangements for Charles Sturt University (CSU) employees under the CSU EA. Hours of work and shift arrangements are detailed in Clause 24.

22. PROBATION

This Clause allows CSCS to require a probation period of a maximum of six (6) months for new employees, with a probationary report on the new employee's performance to be provided not less than six (6) weeks prior to the end of the probationary period. The employee may take up to three (3) weeks to respond. This is consistent with the arrangements for CSU employees under the CSU EA, but with an improved timetable for the probationary employee to have, consider and respond to the probationary report. For Levels 1 and 2, the maximum probation period shall be three (3) months. An employee can only be subject to one (1) probationary period at the time of their original employment by CSCS. Promotion to a higher Level is NOT subject to a probationary period.

23. CLASSIFICATION OF POSITIONS

This Clause requires that CSCS classify all positions in accordance with the Position Descriptors set out in Schedule C.

PART 5 HOURS OF WORK

24. HOURS OF WORK

This Clause prescribes the prescribes the normal full-time hours of work as thirty-eight (38) hours per week and the associated arrangements of those hours, as well as provisions for part-time and casual employees (sub-clause 24.2), set rosters (sub-clauses 24.6 to 24.8), shiftwork (sub-clauses 24.9 to 24.11) and meal breaks (sub-clauses 24.12 to 24.14).

Nothing in this provision allows CSCS to require an employee to work any unpaid time. If an employee is required to work for more than 38 hours in a week, or 152 hours averaged over four (4) weeks, that additional time will be paid at the appropriate rate.

25. PENALTY RATES

This Clause details the penalty rates that apply for non-standard working hours.

26. OVERTIME ARRANGEMENTS

This Clause defines overtime, sets out the general conditions for overtime, and prescribes the payment arrangements and the requirement for rest periods after overtime. It also provides for time *in lieu* of overtime by mutual agreement between CSCS and the individual employee. The limit of five (5) days in sub-clause 26.14 is a cap on the accumulation of such time. Should an employee accumulate five (5) days and take such leave (by mutual agreement), then it is possible for additional time *in lieu* to be accrued within a year, subject to mutual agreement between the employee and CSCS.

27 **HIGHER DUTIES ALLOWANCE**

This Clause allows CSCS to pay a higher duties allowance (HDA) to an employee in circumstances where that employee performs all or part of the duties and responsibilities of a higher position within the CSCS Position Levels set out in Schedule C. This is consistent with the arrangements for CSU employees under the CSU EA.

PART 6 **SEPARATION OF EMPLOYMENT ARRANGEMENTS**

28. **PERIOD OF NOTICE**

This Clause incorporates the NES conditions into the EA and includes associated arrangements.

29 **VOLUNTARY SEPARATION**

This Clause allows CSCS to reach a mutually agreeable arrangement for voluntary separation with an individual employee. This is consistent with the arrangements for CSU employees under the CSU EA.

30 **REDUNDANCY**

This Clause incorporates the NES conditions into the EA and includes associated arrangements.

PART 7 **TERMINATION OF EMPLOYMENT DUE TO ILLNESS OR INCAPACITY**

31 **ARRANGEMENTS**

This Clause details of the arrangements that CSCS must apply in relation to any termination due to illness or incapacity. This is similar to the arrangements for CSU employees under the CSU EA. This Clause does not, and cannot, have any impact on entitlement or benefit under Workers' Compensation.

PART 8 **EMPLOYEE DEVELOPMENT AND OCCUPATIONAL COACHING**

32 **EMPLOYEE DEVELOPMENT**

This Clause requires CSCS to provide employees with the appropriate development opportunities in order to enable them to progress within the new CSCS six (6) Level structure. It also requires that such opportunities are consistent with Equal Opportunity and Affirmative Action policies.

33 **OCCUPATIONAL COACHING AND DEVELOPMENT**

This Clause requires CSCS to develop a policy implementing an occupational coaching and development scheme for all employees, based on the current CSCS occupational coaching arrangements, during the operation of this EA. This scheme will address the specific nature of the work of, and the specific needs of employees of, CSCS.

PART 9 LEAVE ARRANGEMENTS AND WORK LIFE BALANCE

34 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

This Clause incorporates the NES conditions into the EA.

35 ABSENCE FROM DUTY

This Clause defines the obligations of both CSCS and individual employees in relation to an employee's absence from duty.

36 PERSONAL/CARER'S LEAVE

This Clause incorporates the NES conditions into the EA.

37 ANNUAL LEAVE

This Clause incorporates the NES conditions into the EA. It also provides for CSCS to require an employee to take excessive annual leave credits. It includes the entitlement to annual leave loading (ALL) and the arrangements for payment of ALL before Christmas each year. These provisions are consistent with the arrangements for CSU employees under the CSU EA. It allows for the "cashing out" of excess annual leave credits in hardship cases on conditions as allowed by the Act. It also provides current employees with excess annual leave credits the opportunity, for the first three (3) months of the EA, to make arrangements for taking excess leave on "double pay" (i.e. take a period of leave and at the same time "cash out" an equal amount of leave).

38 LONG SERVICE LEAVE

This Clause provides for long service leave (LSL) for CSCS employees. It retains the existing entitlement for all CSCS employees. The NSW Long Service Leave Act does not allow the "cashing out" of LSL entitlements.

39 PARENTAL LEAVE

This Clause incorporates the NES conditions into the EA.

40 COMPASSIONATE LEAVE

This Clause incorporates the NES conditions into the EA.

41 COMMUNITY SERVICE LEAVE

This Clause incorporates the NES conditions into the EA.

42 PUBLIC HOLIDAYS

This Clause incorporates the NES conditions into the EA. It also adds the Bank Holiday as an additional public holiday, retaining the existing entitlement for CSCS employees. It allows CSCS and a majority of employees to agree to an alternative date (that would otherwise be a working day) for a public holiday. The Clause also makes clear that the General Manager has the discretion to grant a half (1/2) day holiday for CSCS employees on the day that CSU breaks for Christmas holidays.

PART 10 OTHER PROVISIONS

43 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

The Act requires that every EA contains a clause providing for Individual Flexibility Arrangements (IFAs). This Clause contains the statutory requirements for IFAs under the Act, and allows for salary packaging in accordance with relevant legislation and policy. It also allows for flexibility on any other matter/s genuinely agreed between CSCS and an individual employee in accordance with those statutory requirements.

44 ENVIRONMENTAL SUSTAINABILITY

This Clause requires CSCS and all employees to work towards environmental sustainability, which is consistent with the arrangements for CSU employees under the CSU EA.

45 MEAL ALLOWANCE

This Clause incorporates the Modern Award condition for meal allowance in particular circumstances, but with the amount increased to \$15 to ensure it exceeds the Award rate for the life of the Agreement

46 ACCOMODATION AND MEALS FOR TRAVEL

This Clause adopts the arrangements for CSU employees under the CSU EA for costs incurred in relation to travel required of CSCS employees while on duty. It ensures that the actual costs of travel, accommodation and meals are paid by CSCS.

47 FIRST AID ALLOWANCES

This Clause defines the First Aid Allowances and the circumstances in which they are to be paid. Employees are only paid the applicable allowance if they are appointed by CSCS to the relevant First Aid Officer role in the workplace (but they must hold the appropriate qualification to enable them to be appointed to that role). The rates to be paid are as proposed for CSU staff, and are significantly above the Award rates.

48 EQUITY

This Clause aligns equity provisions for CSCS employees with those enjoyed by CSU employees under the CSU EA. This requires CSCS to work towards achieving a workplace that is free from harassment and discrimination.

49 JOB SECURITY

This Clause guarantees the same job security provisions to CSCS employees as those guaranteed to CSU employees under the CSU EA. It requires CSCS to manage any job reductions through natural attrition, redeployment, training, and voluntary separation. Should those processes not achieve the necessary reductions, then involuntary retrenchment may only be used as a last resort. In addition, it contains requirements that CSCS must meet, and minimum conditions for contractors, if CSCS decides to use contractors to perform work which would ordinarily be undertaken by CSCS employees.

50 REPAYMENT OF MONIES

This Clause is exactly the same for CSCS employees in this EA as the clause for CSU employees under the CSU EA, with an addition that allows for special consideration of a repayment schedule in hardship cases.

51 TRANSITIONAL ARRANGEMENTS

This Clause guarantees that no CSCS employee will receive less take-home pay under the new CSCS classification structure than they currently receive. It also maintains any individual working arrangements, with transition to the standard CSCS conditions under this Agreement to be discussed with the individuals concerned.

SCHEDULE A SALARY RATES

This Schedule defines the salary rates that shall apply during the life of this EA for all Levels and the Steps within each Level (the commencing salaries in 2013 are the current salaries, including the 2.6% granted by the Fair Work Commission's Annual Wage Review 2012-2013 from the beginning of July 2013). The future increases of 2.6% each year are then shown for the years 2014 to 2017. It also shows the requirements for progression within Levels 1 and 2.

SCHEDULE B CASUAL SALARY RATES

This Schedule explains the methodology for calculating the salary rates for casual employees.

SCHEDULE C CSCS POSITION DESCRIPTORS

This Schedule defines the position descriptors for each of the six (6) Levels in the new CSCS classification structure.

SCHEDULE D HOURS OF WORK

This Schedule allows for the averaging of the thirty-eight (38) hour working week over a total of one hundred and fifty-two (152) hours per four (4) weeks.

SCHEDULE E NATIONAL TRAINING WAGE

This Schedule incorporates the National Training Wage Schedule from the Modern Award into the EA.

APPENDIX E1 ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS

This Schedule incorporates the National Training Wage Appendix E1 from the Modern Award into the EA.

SCHEDULE F SUPPORTED WAGE SYSTEM

This Schedule incorporates the Supported Wage System (Schedule F) from the Modern Award into the EA.

SIGNATORIES TO THIS AGREEMENT