

# **Charles Sturt Campus Services Limited**

## **CHARLES STURT CAMPUS SERVICES ENTERPRISE AGREEMENT 2013**

**THE FAIR WORK COMMISSION**

**AGREEMENT PURSUANT TO CHAPTER 2, PART 2-4  
ENTERPRISE AGREEMENTS  
*FAIR WORK ACT 2009***

**CHARLES STURT CAMPUS SERVICES LTD**

**CHARLES STURT CAMPUS SERVICES  
ENTERPRISE AGREEMENT 2013**

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## **PART 1**     **GENERAL**

### **1. TITLE**

This agreement will be known as the Charles Sturt Campus Services Enterprise Agreement 2013.

### **2. ARRANGEMENT (table of contents)**

### **3. DEFINITIONS**

In this Agreement the following definitions shall apply:

**Act** shall mean and refer to the *Fair Work Act 2009* (Commonwealth).

**Annualised worker** shall mean and refer to an employee engaged to work for particular period/s during the year and not for other period/s, such that the annual hours worked are less than the annual hours for a full-time employee for the particular classification.

**Casual employee** shall mean and refer to an employee engaged by the hour and paid on an hourly basis that includes a loading and which is an all inclusive rate in compensation for the casual nature of the appointment and of all forms of leave, excluding long service leave.

**Charles Sturt Campus Services (CSCS)** shall mean and refer to Charles Sturt Campus Services Limited.

**General Manager (GM)** shall mean and refer to the General Manager of CSCS, or where applicable, a person acting in the position of General Manager.

**Consultation** refers to a process in which parties exchange views and information which are not of necessity confidential, relevant to a decision, but where the decision is that of CSCS.

**Employee** shall mean and refer to a member of staff of CSCS covered by this Agreement.

**Employee representative** shall mean and refer to a person nominated by an employee to undertake representations to CSCS on their behalf, and who is not a currently practising solicitor or barrister paid directly by the employee (including on a contingency arrangement). This exclusion does not apply to an employee of an organisation registered under the *Fair Work (Registered Organisations) Act 2009*.

**FWC** shall mean and refer to the Fair Work Commission.

**Immediate family** shall mean and refer to an employee's spouse or former spouse, de facto spouse or former de facto spouse (de facto spouse includes same-sex, transgender, intersex and heterosexual partnerships); or their child or adult child (including their adopted child, step child, ex-nuptial child or foster child), parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law. Other kinship and family networks may be considered on a case by case basis.

**Industrial dispute or grievance** shall mean and refer to an industrial matter dealt with by this Agreement.

**Misconduct** shall mean and refer to conduct which is not serious misconduct, as defined, but which is nonetheless conduct that is unsatisfactory.

**National Employment Standards (NES)** shall mean and refer to National Standards as defined by Part 2-2 of the *Fair Work Act 2009* (Commonwealth). (<http://www.fairwork.gov.au/employment/national-employment-standards/pages/default.aspx>)

**Ordinary salary** shall mean and refer to the total remuneration an employee is entitled to receive for performing their ordinary hours of duty and shall not include overtime, penalty rates, shift allowances, special rates, and other allowances or any other payment of a like nature.

**Part-time employee** shall mean and refer to an employee engaged to work a fixed number of hours per week which is less than the weekly hours for a full-time employee for the particular classification.

**Resignation** shall mean and refer to a decision of an employee of CSCS to cease employment with CSCS on a specified date. The term “resignation” shall also mean and refer to the “retirement” of an employee.

**Serious misconduct** shall mean and refer to:

- (i) serious misbehaviour or improper conduct of a kind that constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out their duties;
- (ii) serious dereliction of the duties required of position held by an employee;
- (iii) conviction by a court of an offence which constitutes a serious impediment of the kind referred to in paragraph (i) hereof;
- (iv) theft, bullying, assault or sexual harassment; and/or
- (v) repeated or persistent misconduct.

**Service** shall mean and refer to service as an employee of CSCS.

**Set roster** shall mean and refer to the ordinary hours of duty to be performed by an employee in accordance with a scheduled roster pursuant to the provisions of this Agreement.

**Shiftwork** shall mean and refer to the ordinary hours of duty required to be performed by an employee pursuant to the provisions of Part 5 of this Agreement.

**Supervisor** shall mean and refer to an employee's nominated supervisor.

**Termination** shall mean and refer to termination of employment at the initiative of CSCS.

**Trainee** shall mean and refer to an individual who is employed by CSCS under the provisions of the relevant training scheme. A trainee does not include an individual who already has the competencies to which the traineeship is directed.

**Unsatisfactory performance** shall mean and refer to a situation where it has been established that an employee has failed to meet, over a reasonable period, the standard of performance expected for the position occupied.

**NB:** Reference to the singular number shall mean and refer to, and include, reference to the plural number.

#### **4. OBJECTIVES OF AGREEMENT**

This Agreement shall form the complete agreement covering all terms and conditions of employment for all CSCS employees except the General Manager. This Agreement shall operate to the exclusion of any and all awards and where necessary shall be read in conjunction with CSCS policies and procedures as varied from time to time, the employees' common law employment contracts and any applicable statutes.

Where there is inconsistency between CSCS policies and procedures, common law employment contracts or any practices having effect upon the workplace, the operations and conditions of this Agreement shall prevail to the extent permitted by law.

## **5. OPERATION OF AGREEMENT**

This Agreement shall come into force from 30 August 2013 and shall remain in force until four (4) years from the date that the FWC approves the Agreement.

## **6. APPLICATION**

- 6.1** This Agreement shall apply to all employees employed by CSCS except for the General Manager (GM) of CSCS.
- 6.2** The Parties to this Agreement are CSCS, all CSCS employees and United Voice.
- 6.3** This Agreement wholly displaces and operates to the exclusion of the provisions of all other awards, enterprise agreements and transitional instruments that would otherwise apply to employees whose employment is regulated by the provisions of this Agreement.
- 6.4** Nothing in this Agreement shall be taken as incorporating as a term of this Agreement, any policy, procedure or guideline referred to in it.

## **7. FREEDOM OF ASSOCIATION**

The Parties to this Agreement acknowledge and accept that it is the right of every employee of CSCS to freedom of association, including the right to join or not to join an organisation or association of employees.

## **8. AVAILABILITY OF AGREEMENT**

A copy of this Agreement will be published on a website easily accessible by CSCS employees, and be available for inspection upon request by an employee of CSCS.

## **9. NO FURTHER CLAIMS**

No further claims relating to the matters covered by this Agreement prior to its expiration shall be pursued.

## **PART 2 SALARY AND RELATED ARRANGEMENTS**

### **10. SALARY INCREASES**

- 10.1** This Agreement provides for the salary increases as set out at sub-clause 10.3 below for all employees to whom this Agreement applies.
- 10.2** The salary rates for employees covered by this Agreement shall be as set out in Schedule A to this Agreement:  
  
Part-time employees shall be paid at a pro rata rate based on the appropriate full-time salary rate set out in the applicable schedule referred to above.
- 10.3** The adjustment of salaries shall be made in instalments and shall take effect as follows:
  - 2.6% payable from the first full pay period commencing after 30 June 2014;
  - 2.6% payable from the first full pay period commencing after 30 June 2015;
  - 2.6% payable from the first full pay period commencing after 30 June 2016;

- and
- 2.6% payable from the first full pay period commencing after 30 June 2017.

Where an annual increase decided by the FWC Minimum Wage Panel is higher than an annual increase above (taking into account the superannuation increase in sub-clause 13.3 compared to the Superannuation Guarantee Charge), that increase, adjusted if necessary, shall apply.

## **11. SALARIES**

- 11.1** The salary of an employee on appointment shall be determined by CSCS within the salary range determined for the position according to qualifications, ability and experience.
- 11.2** An employee's salary shall be paid fortnightly by electronic funds transfer into an account of an approved financial institution nominated by the employee.

## **12. SALARY PROGRESSION**

Salary progression shall be based on an annual review in accordance with the CSCS Occupational Coaching policy.

## **13. SUPERANNUATION**

- 13.1** CSCS will maintain, for employees as at the date of FWC approval of this Agreement, the employer contributions into the current fund and arrangements for superannuation in effect at that time.
- 13.2** For those employed by CSCS during the life of this Agreement, CSCS will provide the superannuation employer contributions as required by sub-clause 13.3.
- 13.3** CSCS shall pay the following percentages of superannuation for employees during the life of this Agreement:
- (i) 9.5% from the first full pay period commencing after 30 June 2014;
  - (ii) 10% from the first full pay period commencing after 30 June 2015;
  - (iii) 10.5% from the first full pay period commencing after 30 June 2016; and
  - (iv) 11% from the first full pay period commencing after 30 June 2017.
- 13.4** Australian Super is the nominated superannuation provider for CSCS. While this Agreement is in operation, all superannuation contributions for existing employees who are members of Australian Super, and for all new employees, shall be made to Australian Super.

## **14. VOLUNTARY SALARY PACKAGING SCHEME**

Subject to applicable legislation in place at any time, employees may salary package in accordance with any CSCS's salary packaging arrangements.

## **15. NATIONAL TRAINING WAGE**

See Schedule E.

## **16. SUPPORTED WAGE SYTEM**

See Schedule F.



## **PART 3      CONSULTATION AND DISPUTE RESOLUTION**

### **17. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

#### **17.1      CSCS to notify**

- (i) Where CSCS has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, CSCS will notify the employees who may be affected by the proposed changes and their representative or representatives, if any.
- (ii) “Significant effects” include termination of employment; major changes in the composition, operation or size of CSCS’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that, where this Agreement makes provision for alteration of any of these matters, an alteration is deemed not to have significant effect.

#### **17.2      CSCS to discuss change**

- (i) CSCS will discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in sub-clause 17.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and will give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions will commence as early as practicable after a definite decision has been made to make the changes referred to in sub-clause 17.1.
- (iii) For the purposes of such discussion, CSCS will provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that CSCS is not required to disclose confidential information the disclosure of which would be contrary to CSCS’s interests.

### **18      DISPUTE RESOLUTION**

**18.1** In the event of a dispute about a matter under this Agreement, or a dispute in relation to the [NES](#), in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

**18.2** If a dispute about a matter under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under sub-clause 18.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

- 18.3** The Fair Work Commission shall first seek to resolve the dispute through mediation and conciliation.
- 18.4** Where the matter in dispute remains unresolved the Fair Work Commission may then arbitrate the dispute. The parties agree to be bound by and implement any order, decision or recommendation of the FWC, subject to any legal right of appeal.
- 18.5** An employer or employee may appoint another person, organisation, association, union delegate or official, internal human resources person or Charles Sturt University Human Resources person to accompany and/or represent them for the purposes of this clause.
- 18.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform other available work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **19. DISPUTE RESOLUTION PROCEDURE TRAINING LEAVE**

- 19.1** Subject to sub-clauses 19.7, 19.8 and 19.9, an eligible employee representative is entitled to, and CSCS will grant, up to five days training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this Agreement and with the Act.
- 19.2** An eligible employee representative must give CSCS four (4) weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as CSCS may agree to accept.
- 19.3** The notice to CSCS must include details of the type, content and duration of the course to be attended.
- 19.4** The taking of such leave must be arranged having regard to the operational requirements of CSCS so as to minimise any adverse effect on those requirements.
- 19.5** An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.
- 19.6** Leave of absence granted pursuant to this Clause counts as service for all purposes of this Agreement.
- 19.7** For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, "an eligible employee representative" is an employee:
- (i) who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure; and

- (ii) who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution training leave, which shall be a maximum of 5.
- 19.8** Where the number of eligible employee representatives exceeds the quota at any particular time, priority of entitlement for the relevant year will be resolved by agreement between those entitled or, if not agreed, will be given to the more senior of the employee representatives otherwise eligible who seeks leave.
- 19.9** For the purpose of applying the quota table, employees employed by CSCS under this Agreement are full-time, part-time and casual employees covered by this Agreement with six months or more service who are employed by CSCS and engaged in the enterprise or workplace to which the procedure established under Clause 18 – Dispute Resolution applies.

## **PART 4**     **EMPLOYMENT ARRANGEMENTS**

### **20. GENERAL**

- 20.1** Employees shall be employed in only the types of employment prescribed in Clause 21 – Types of Employment.

### **21. TYPES OF EMPLOYMENT**

#### **Continuing Employment**

- 21.1** “Continuing” employment shall mean and refer to an employee who has ongoing employment with CSCS, subject to termination pursuant to the unsatisfactory performance, serious misconduct, or the termination and redundancy provisions contained in this Agreement. It may be offered on a full-time or part-time basis.

#### **Full-time Employment**

- 21.2** “Full-time” employment shall mean and refer to all employment other than “part-time” or “casual” employment as defined. It may be offered to an employee on a continuing or fixed-term appointment.

#### **Part-time Employment**

- 21.3** “Part-time” employment shall mean and refer to employment for less than the normal weekly ordinary hours specified for a full-time employee in the same classification and for which all salary and entitlements are paid on a pro rata basis calculated by reference to the time worked. It may be offered to an employee on a continuing or fixed-term appointment.
- 21.4** Where employment is to be made for a fraction of the ordinary hours of work, any offer of employment made by CSCS shall specify the fraction of the ordinary hours of work and the number of hours for which employment is offered.

#### **Annualised Employment**

- 21.5** “Annualised” employment shall mean and refer to employment offered on a continuing or fixed-term basis as an annualised worker as defined in Clause 3.

## **Fixed-term Employment**

**21.6** "Fixed-term" employment shall refer to and mean:

- (i) employment for a specified term that expires through the effluxion of time and upon its own terms; or
- (ii) employment in connection with a specific task or project and which will terminate upon the occurrence of a specified contingency related to the task or project.

## **Casual Employment**

**21.7** A casual employee will be paid the applicable casual hourly salary rate provided for in Schedule B of this Agreement.

**21.8** Casual employees will be engaged to undertake work which is ad hoc, intermittent, unpredictable or involves hours that are irregular. Work of a regular and systematic nature will normally be performed by continuing or fixed-term employees. Notwithstanding the provisions of sub-clauses 21.10 to 21.13, a casual employee will not have any expectation of continuing employment.

**21.9** Casual staff will be provided with access to the facilities and resources necessary to perform their duties.

## **Staff Casual Employment - Conversion Arrangements for Certain Employees**

**21.10** A member of the casual staff is eligible to apply for conversion to continuing or fixed-term employment, as appropriate, in the following circumstances:

- (i) if the employee has been employed by CSCS on a regular and systematic basis in the same or a similar and identically classified position in the same workplace/work unit;
- (ii) the period of employment referred to in (i) was during the immediately preceding period of at least six (6) months; and
- (iii) the average weekly hours worked during the period referred to in (ii) equalled at least 70% of the ordinary weekly hours that would have been worked by an equivalent full-time employee.

**21.11** For the purposes of sub-clause 21.10 casual work performed by the employee in another classification, job or workplace/work unit shall not:

- (i) affect the employee's eligibility for conversion; nor
- (ii) be included in determining whether the employee meets eligibility requirements.

**21.12** Where an employee applies to convert to continuing or fixed-term employment, CSCS will not unreasonably refuse such application. However, conversion to non-casual employment will not occur in the following circumstances:

- (i) the employee is a genuine retiree;
- (ii) the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within twenty-six (26) weeks from the date on which the application of conversion is made;
- (iii) the employee has a primary occupation with CSCS or elsewhere, either as a staff member or as a self-employed person;
- (iv) the employee does not meet the essential requirements of the position; or
- (v) the work subject to the application for conversion is ad hoc, intermittent, unpredictable or involves hours that are irregular.

- 21.13** CSCS will determine, after consultation with the employee, whether the employee's employment will be converted to continuing or fixed-term.

## **22. PROBATION**

- 22.1** Probation is an extension of the appointment process and offers a period of mutual testing during which time decisions on continuation of employment beyond the period of probation can be made. During a period of probation, an employee shall be required to demonstrate that he or she has satisfactorily performed the duties and responsibilities determined by CSCS for his or her position.
- 22.2** Unless CSCS determines otherwise, an employee employed on a continuing or fixed-term appointment shall serve a maximum period of six (6) months probation as provided for in this clause. For Levels 1 and 2, the maximum probation period shall be three (3) months.
- 22.3** CSCS is committed to ensuring due process with respect to all decisions made on the continuation or otherwise of the employment of a probationary employee. To fulfil that commitment, a probationary employee shall be advised of and afforded the opportunity to submit a written response to any adverse statements, findings or recommendations contained in a probationary report before a decision is reached to which those findings and material may be relevant.
- 22.4** To have their probationary appointment confirmed by CSCS at the conclusion of the period of probation, an employee will be required to have fulfilled the following requirements:
- (i) satisfactorily performed the duties and responsibilities of the position to which he or she is appointed; and
  - (ii) complied with any special requirements or conditions attached to the offer of employment.
- 22.5** Where the employment of a probationary employee is to be terminated, the following notice period applies, provided that CSCS may effect payment of salary *in lieu* of part or all of such notice.
- All appointments - written notice of not less than two (2) weeks.
- 22.6** A decision reached by the GM (or nominee) to terminate the employment of a probationary employee shall not be subject to internal appeal or review, except that nothing in this sub-clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.
- 22.7** A review of an employee's performance shall be conducted by the employee's supervisor with the employee not later than six (6) weeks prior to the expiration of probation. A probation report shall then be prepared by the employee's supervisor, with the employee to then be given the opportunity to sign in agreement and/or include other comment. The report is to be signed by the employee's supervisor, and the employee, not less than three (3) weeks prior to the expiration of probation.
- 22.8** Where CSCS determines that the employment of a probationary employee is to be terminated, the employee shall be advised in writing of that determination not less than two (2) weeks prior to the expiration of the period of probation.

## **23. CLASSIFICATION OF POSITIONS**

- 23.1** CSCS will classify positions in accordance with the Position Descriptors set out at Schedule C of this Agreement.
- 23.2** CSCS may evaluate new and/or vacant positions that have changed as a result of workplace reorganisation.
- 23.3** The following general principles will guide classification decisions:
- (i) all positions are subject to these procedures, irrespective of funding source or availability;
  - (ii) the classification will be of the position not the occupant; and
  - (iii) classification will be based on an assessment of the position against the Position Descriptors set out in Schedule C of this Agreement.

## **PART 5      HOURS OF WORK**

### **24. HOURS OF WORK**

#### **Introduction**

To remain competitive with other providers, CSCS's business and allied services may operate on a seven (7) day a week basis, subject to the conditions set out in this clause. An employee may be engaged as a five (5) day employee or on a set roster to ensure that the operational needs of CSCS are met.

#### **24.1 Full-time employees**

- (i) Subject to any other provisions in this clause, the ordinary working hours for full time employees will not exceed 38 hours per week to be worked in periods of not more than 7.6 hours per day, in not more than five days, on any day Monday to Sunday inclusive.
- (ii) However, ordinary hours can average 38 per week to be worked in not more than 152 hours over a four week cycle, on any day Monday to Sunday inclusive.
- (iii) The average of 38 hours per week is to be worked in the following ways:
  - (a) five days of not more than 7.6 hours per day;
  - (b) 152 hours within a work cycle not exceeding 28 consecutive days; or
  - (c) by mutual agreement between CSCS and an employee, the employee may be rostered for up to 10 hours per day, thus enabling a week day off to be taken more frequently than would otherwise apply.
- (iv) The ordinary hours of work, having been determined by CSCS and an employee in accordance with sub-clause (iii), will not be altered without the giving of one (1) week's notice except in the case of emergency.
- (v) Once a cycle has been agreed upon and implemented, it must not be varied until that cycle has been completed.

## **24.2 Part-time and casual employees**

- (i) Subject to any other provision in this clause, the ordinary hours of work will be worked in periods of not more than 7.6 hours per day, on not more than five days, Monday to Sunday inclusive.
- (ii) CSCS will roster part-time and casual employees for the following minimum engagement periods, but in the event that CSCS does not require employees to work for the full period of the minimum engagement, CSCS must pay employees as if they had worked the minimum period.
- (iii) Where an employee is engaged where a limited amount of work is required and where it is not practicable for a longer shift to be worked, the minimum engagement will be for one (1) hour.
- (iv) Where employees are engaged where there is insufficient work to warrant the three (3) hour minimum, the minimum engagement will be for two (2) hours.
- (v) Where employees are engaged with significant work, the minimum engagement will be for three (3) hours.

### **Arrangements**

- 24.3** Unless agreed otherwise between the employee and the relevant supervisor, an employee shall have two (2) consecutive days off work in any one (1) week.
- 24.4** The ordinary hours of duty for an employee shall not exceed ten (10) hours on any one (1) day.
- 24.5** In requiring attendance on a Public Holiday, CSCS shall make every endeavour to restrict such attendance to those employees who wish to work on such days.

### **Span of Ordinary Hours – Set Roster**

- 24.6** The ordinary hours of work and span of ordinary hours for employees other than those employed on shiftwork shall normally be as follows:  
  
one hundred and fifty-two (152) hours per four (4) weeks (an average of thirty-eight [38] per week) with a span from 5.00am to 8.30pm. Such employees shall be entitled to payment of overtime for all authorised work in excess of one hundred and fifty-two (152) hours in an accounting period of four (4) weeks.
- 24.7** By agreement between the employee and the relevant supervisor, an employee may work a greater number of ordinary hours of duty on a Saturday, Sunday and/or Public Holiday in a calendar year.
- 24.8** An employee who is required to work their ordinary hours of duty on a Saturday and/or Sunday shall be given notice of not less than one (1) week of such a requirement.

### **Span of Ordinary Hours - Shiftwork**

- 24.9** The span of ordinary hours of work for an employee engaged on shiftwork shall be the hours worked between the starting and finishing times of the shift for which the employee is rostered.

### **Altering Rosters - Shiftwork and Set Roster**

- 24.10** A roster may be altered by mutual consent at any time or by CSCS on notice of not less than one (1) week.

## **Split Shifts – Shiftwork and Set Roster**

**24.11** The maximum time period between split shifts shall not exceed six (6) hours.

### **Meal Break - other than Shiftwork**

**24.12** An employee shall not be required to work for more than five (5) consecutive hours without a meal break. A meal break shall be for at least thirty (30) minutes but not more than one (1) hour. Time taken as a meal break shall be unpaid and shall not count as time worked.

**24.13** An employee working at least three (3) hours shall be entitled to a morning and afternoon tea break of not more than ten (10) minutes on any day, provided that such a break shall not interrupt or disrupt the service or operational needs of the section.

### **Meal Break - Shiftwork**

**24.14** An employee employed on shiftwork shall not be required to work for more than five (5) consecutive hours without a meal break. Such a break shall be for a period of twenty (20) minutes and shall count as time worked and be paid at the appropriate rate.

## **25 PENALTY RATES**

### **25.1 Part-time Cleaners**

A part-time employee who is engaged to work less than the full-time hours of 38 per week on predominantly cleaning duties will be paid an additional 15% of the ordinary hourly rate for the appropriate classification.

### **25.2 Shiftwork**

#### **(a) Early morning, afternoon and non-permanent night shift**

All early morning, afternoon and non-permanent night shiftworkers will be paid an additional 15% of the ordinary hourly rate for the appropriate classification for all shiftwork. For the purposes of this Clause shiftwork will mean any shift Monday to Friday starting before 5.00 am or any shift finishing after 8.30 pm. Employees will receive the shiftwork hourly rates of pay for the entire shift (other than overtime).

#### **(b) Permanent night shift**

If a night shift, being a period of duty finishing after midnight and at or before 5.30 am, does not rotate or alternate with another shift or day work, then a permanent night shift loading of 30% of the ordinary hourly rate for the appropriate classification will be paid for all hours worked. Provided that where a part-time employee is in receipt of this loading they will not also be entitled to be paid the 15% allowance provided for in sub-clause 25.1.

### **25.3 Weekend penalties**

#### **(a) Saturday work**

For all hours worked between midnight Friday and midnight Saturday an employee will be paid time and one half of the ordinary hourly rate for their classification.

#### **(b) Sunday work**

For all hours worked between midnight Saturday and midnight Sunday, an employee will be paid double the ordinary hourly rate for their classification.



#### **25.4 Public holiday work**

For all hours worked on public holidays an employee will be paid double time and one half of the ordinary hourly rate for their classification.

#### **Set Roster**

**25.5** The following set roster penalty rates shall apply for hours of ordinary duty worked between Monday and Friday:

- (i) employees engaged on a set roster and who are required to commence work before 5.00am or to work after 8.30pm on any day, Monday to Friday, both days inclusive, shall be paid, in addition to ordinary salary, a penalty rate of 15% for all hours worked before 5.00am or after 8.30pm on any of those days.

#### **Arrangements**

**25.6** The penalty rates specified in sub-clauses 25.3 and 25.4 shall apply for all ordinary hours of duty worked on a Saturday, Sunday or Public Holiday, provided that such rates shall be in substitution for, and not cumulative upon, any part-time or shift penalty rate specified in sub-clauses 25.1 and 25.2 hereof.

**25.7** An amount paid pursuant to sub-clauses 25.1, 25.2, 25.3 and 25.4 shall not form any part of the calculation for, or the payment of, overtime.

#### **26 OVERTIME ARRANGEMENTS**

**26.1** The provisions of this Clause shall apply to members of staff, including those engaged on shiftwork or a set roster.

#### **Definition**

**26.2** Overtime shall mean and refer to:

- (i) all ordinary hours of duty performed by an employee, other than those engaged on shiftwork or set roster, on any day, Monday to Sunday (both days inclusive), which exceed ten (10) ordinary hours;
  - (ii) all authorised work by an employee on a day on which the employee is not required or rostered to work;
  - (iii) all authorised work by an employee engaged on shiftwork or set roster in excess of their ordinary hours of work on any day;
- but shall not include hours worked within the provisions of a flexible working hours scheme.

#### **General Conditions**

**26.3** A supervisor may require an employee to work a reasonable amount of overtime and the employee shall work in accordance with such requirement. In determining the amount of overtime to be worked by an employee, the supervisor shall make reasonable allowance for the family responsibilities of the employee.

**26.4** Overtime shall not be payable for any period of work of less than one quarter ( $\frac{1}{4}$ ) of an hour.

**26.5** An employee, including those employed on shiftwork, required to work more than four (4) consecutive hours of overtime on any day, shall be entitled to a paid meal break of twenty (20) minutes for each four (4) hours of overtime worked.

- 26.6** A casual employee may be engaged to work up to ten (10) hours on any day before overtime is paid. In such circumstances, overtime shall be paid at the rate of double time.
- 26.7** Overtime shall be arranged wherever reasonably possible to ensure that an employee has not less than ten (10) consecutive hours off duty between the work of successive days.
- 26.8** Where CSCS requires casual work to be undertaken in a category of work that may be performed by a part-time employee who works his or her ordinary hours of work in accordance with sub-clause 24.9 (i) and (ii) of this Agreement, the CSCS may offer such employment to the employee on a casual basis.

#### **Payment of Overtime**

- 26.9** Employees shall be paid overtime at the following rates and under the following conditions:

(i) **Payment at the Rate of Time-and-One-Half**

The first two (2) hours of overtime worked in excess of ordinary hours of duty on any day, other than on a Sunday or Public Holiday.

(ii) **Payment at the Rate of Double Time**

- (a) all authorised hours of duty worked by an employee in excess of ten (10) hours on any day on which the employee is required to work, excluding Public Holidays;
- (b) all overtime worked by an employee referred to in sub-clause 26.9(i) in excess of the hours set out in that sub-clause; and
- (c) all overtime worked on a Sunday.

(iii) **Payment at the Rate of Double Time-and-One-Half**

All authorised work performed by an employee on a Public Holiday.

- 26.10** No minimum payment shall be made for any overtime worked that is continuous with ordinary hours of duty.
- 26.11** A minimum payment of three (3) hours shall be paid at the appropriate rates set out above in sub-clause 26.9 for those employees required to work overtime on a day on which the employee is not ordinarily required or rostered to work, except where the circumstances in sub-clauses 24.2(iii) or 24.2(iv) apply.

#### **Call-Back**

- 26.12** Where an employee is called back to the premises to carry out work, the employee shall be paid for such work at the rate of double time, provided that a minimum payment of one (1) hour shall apply to attend to such work.

#### **Rest Periods after Overtime**

- 26.13** Pursuant to the call-back arrangements in sub-clause 26.12, an employee shall, wherever reasonably possible, be given not less than ten (10) hours off duty before resuming their ordinary hours of duty on the day immediately following the completion of such work. An employee who is required to resume duty before having ten (10) hours off duty shall be paid at the rate of double time until such time as he or she is released from duty.
- 26.13** Following the completion of such work, the employee shall be entitled to be absent from duty until ten (10) consecutive hours off duty has lapsed and shall be paid ordinary salary for any normal hours of duty occurring during such absence.

## **Time in Lieu of Overtime**

**26.14** By mutual agreement between the employee and the supervisor, time *in lieu* of overtime may be accumulated. Such time *in lieu* shall be calculated at the rate applicable to the overtime worked and will not normally exceed five (5) days accrual in a calendar year.

**26.15** Time *in lieu* of overtime shall be deemed to be taken in the order in which the overtime giving rise to its accumulation was worked. Any accrual outstanding after twelve (12) months shall be paid at the salary rate applicable at the time such overtime was worked.

## **27 HIGHER DUTIES ALLOWANCE**

**27.1** A higher duties allowance (HDA) will be paid when an employee is authorised to act in a higher level position in circumstances that include, but are not limited to:

- (i) the absence of the incumbent of a position on leave or secondment;
- (ii) to undertake a project with responsibilities at a higher level than the employee's ordinary work;
- (iii) pending recruitment after the resignation of an employee or to a newly established position; or
- (iv) pending structural change.

**27.2** An employee who is authorised to act in a higher level position and who performs satisfactorily the whole of the duties and responsibilities of such a position shall be paid an allowance for the period served. Payment shall be made at the rate of the difference between the employee's ordinary salary and the minimum salary for the higher level position, provided that:

- (i) where all other conditions have been fulfilled, but the employee does not perform the whole of the duties and responsibilities of the higher level position, the amount of the allowance, shall be determined by the supervisor and advised in writing to the employee;
- (ii) periods of relief of less than five (5) consecutive working days shall not be taken into account;
- (iii) an allowance shall not be payable where a period of leave of absence taken by an employee acting in a higher level position exceeds five (5) consecutive working days; and
- (iv) an employee acting in a higher level position shall not be paid an allowance that, together with salary, would exceed the amount he or she would have been eligible to receive if appointed to such position.

## **PART 6 SEPARATION OF EMPLOYMENT ARRANGEMENTS**

### **28. PERIOD OF NOTICE**

**28.1** Notice of termination is provided for in the [NES](#).

**28.2** Employees shall be required to give written notice of not less than two (2) weeks of resignation.

**28.3** By agreement between an employee and CSCS, a period of notice less than that prescribed in this Clause may be accepted.

**28.4** CSCS may effect payment to an employee of salary *in lieu* of all, or part of, the period of notice prescribed in this clause. When this occurs, the employee's entitlements to annual leave, long service leave, annual leave loading and

superannuation shall be calculated up to and including the date when the period of notice would have normally expired.

- 28.5** Where the employment of an employee is terminated by CSCS, the employee shall be given written notice of not less than that prescribed in sub-clause 28.1, except where the termination is the result of serious misconduct, or abandonment of employment.
- 28.6** The payment of salary *in lieu* of notice referred to in sub-clause 28.4 shall be based on the employee's rate of salary as at the date upon which payment of salary *in lieu* of notice was formally authorised by CSCS.
- 28.7** Where CSCS has given notice of termination to an employee, the employee must be allowed up to one (1) day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with CSCS.

## **29 VOLUNTARY SEPARATION**

Nothing in this agreement shall prevent CSCS from entering into an agreement of voluntary separation with an employee on terms mutually agreeable.

## **30 REDUNDANCY**

- 30.1** Redundancy pay is provided for in the [NES](#).

### **30.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and CSCS may, at CSCS's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### **30.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this Clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **30.4 Job search entitlement**

An employee given notice of termination in circumstances of redundancy must be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee must, at the request of CSCS, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

This entitlement applies instead of sub-clause 28.7.

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

**31**      **ARRANGEMENTS**

- 31.1**      CSCS may require any employee whose capacity to perform the duties of his or her office is in doubt to undergo a medical examination by a registered medical practitioner chosen by CSCS. All costs associated with the medical examination shall be paid by CSCS. CSCS shall provide an employee with written notice of not less than four (4) weeks that a medical examination is required.
- 31.2**      Where the medical examination reveals that the employee is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, CSCS may terminate the employment of the employee. In these circumstances, the employee shall be given written notice in accordance with Clause 28 of the date of termination. CSCS may make payment of salary *in lieu* of all or part of the period of such notice.
- 31.3**      As an alternative to the action that may be taken by CSCS pursuant to sub-clause 31.2, and with the consent of the employee, CSCS may transfer the employee to some other suitable position within CSCS with salary and other conditions of employment appropriate to that position. A transfer shall only be effected where the state of health of the employee is not likely to be adversely affected by such a transfer.
- 31.4**      CSCS may construe a failure by an employee to undergo a medical examination in accordance with these procedures within six (6) weeks of a written notification to do so as reasonable evidence that such a medical examination would have found that the employee is unable to perform his or her duties and is unlikely to be able to resume them within twelve (12) months and may act accordingly.

**PART 8**      **EMPLOYEE DEVELOPMENT AND OCCUPATIONAL COACHING**

**32**      **EMPLOYEE DEVELOPMENT**

- 32.1**      CSCS will provide employees with access to employee development programs to enhance their professional development and performance, and to assist them to achieve their career aspirations.
- 32.2**      In developing its employee development programs, CSCS will ensure that such programs are compatible with its Equal Opportunity and Affirmative Action policies.

**33**      **OCCUPATIONAL COACHING AND DEVELOPMENT**

CSCS will operate its occupational coaching and development scheme in accordance with CSCS policy.

**PART 9**      **LEAVE ARRANGEMENTS AND WORK LIFE BALANCE**

**34**      **REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

Requests for Flexible Working Arrangements are provided for in the [NES](#).

## **35 ABSENCE FROM DUTY**

- 35.1** An employee shall be in attendance on duty as required by CSCS pursuant to the provisions of this Agreement in order to maintain the efficient working and operational needs of CSCS.
- 35.2** An employee shall not be absent from duty unless reasonable cause can be shown. Where an employee is prevented by illness or other emergency from attending duty, the employee (or person acting on their behalf) shall contact their supervisor as soon as practicable and furnish an explanation for their absence.
- 35.3** Where an employee is absent from duty without approval and fails to furnish a satisfactory explanation for such absence within a reasonable period, which would not normally exceed a period of five (5) working days after the commencement of such absence, CSCS may approve a salary deduction for the duration of the unapproved absence.
- 35.4** Apart from absence caused by sudden illness or other emergency, an employee shall obtain the prior approval of their supervisor before proceeding on leave.

## **36 PERSONAL/CARER'S LEAVE**

Personal/carer's leave is provided for in the [NES](#).

## **37 ANNUAL LEAVE**

- 37.1** Annual Leave is provided for in the [NES](#).
- 37.2** Where an employee accrues annual leave in excess of forty (40) days, the employee will be advised in writing that they will be required to take annual leave from a date to be fixed by CSCS, no later than 2 months from the date of the written advice, and ending when the annual leave entitlements in excess of 10 days have been exhausted, unless otherwise negotiated between the employee and CSCS when extenuating circumstances exist. In hardship cases, at the request of an employee, CSCS may agree to the cashing out of annual leave (provided the mutual agreement is in writing and the cashing out does not result in the employee's remaining accrued entitlement being less than four (4) weeks) on such conditions as the General Manager may determine.
- 37.3** An employee may request to cash out an excess amount of annual leave within 3 months of this Agreement beginning to operate, following approval by the Fair Work Commission. CSCS will grant such cashing out provided that:
- (i) the request is in writing and includes an application to take an equivalent period of annual leave of at least five (5) working days;
  - (ii) the taking of such leave is consistent with CSCS's operational requirements;
  - (iii) the taking of such leave and the cashing out does not result in the employee's remaining accrued annual leave being less than four (4) weeks;
  - (iv) payment will be made in the usual CSCS payroll cycle; and
  - (v) the employee and CSCS confirm their mutual agreement in writing.
- 37.4** Employees (other than casual employees) shall be entitled to an annual leave loading payment equal to 17.5% of four (4) weeks of salary for the period of leave accrued.
- 37.5** The annual leave loading shall be calculated on the employee's ordinary salary as at 30 November or, where a proportionate payment is made, on the ordinary salary as at the employee's last day of duty.

## **38 LONG SERVICE LEAVE**

- 38.1** An employee who has accumulated ten (10) years of full-time service shall be entitled to forty-three point five seven (43.57) working days of leave on full pay. After the completion of ten (10) years of service, an employee shall accrue long service leave at the rate of four point three five seven (4.357) working days per annum on full pay.
- 38.2** A period or periods of part-time service will not reduce the accrued entitlement specified in sub-clause 38.1, although it will reduce an employee's service fraction. Long service leave paid out on termination of employment will be based on an employees' average service fraction.
- 38.3** An employee who has accumulated at least five (5) years service but less than ten (10) years of service and whose services are terminated by CSCS for any reason other than the employee's serious misconduct; or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by the employee's death, shall be entitled to a payment equivalent to a proportionate amount of salary calculated on the basis of forty-three point five seven (43.57) working day' salary for ten (10) years service.
- 38.4** Where an employee has accumulated a long service leave entitlement in excess of four (4) months, CSCS may give the employee written notice to take not less than six (6) weeks and not more than three (3) months of such leave on full pay at a time convenient to the needs of CSCS.
- 38.5** When implementing sub-clause 38.4 CSCS will:
- (i) give an employee written notice of at least four (4) months before the long service leave commences;
  - (ii) give special consideration where an employee would suffer hardship as a result of being required to take long service leave; and
  - (iii) not require an employee to take long service leave within two (2) years of the employee's notified date of retirement in writing.

## **39 PARENTAL LEAVE**

Parental leave is provided for in the [NES](#).

## **40 COMPASSIONATE LEAVE**

Compassionate leave is provided for in the . [NES](#)

## **41 COMMUNITY SERVICE LEAVE**

Community service leave (including jury service) is provided for in the [NES](#).

## **42 PUBLIC HOLIDAYS**

- 42.1** Public holidays are provided for in the [NES](#).
- 42.2** The GM shall grant a holiday, on a day to be determined by CSCS, *in lieu* of the Bank Holiday.
- 42.3** By agreement between CSCS and the majority of employees another working day may be substituted for a public holiday. The General Manager has discretion to grant a half (1/2) day holiday on the day that Charles Sturt University breaks for Christmas holidays.

## **PART 10      OTHER PROVISIONS**

### **43      INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

**43.1** CSCS and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of CSCS and the individual employee. The agreement between CSCS and the individual employee must be confined to a variation in the application of one or more of the matters listed below:

(i)      **Salary packaging**

An employee may elect packaging of salary for items that are approved in accordance with CSCS policy and applicable legislation from time to time.

(ii)     **Other matters**

Any other terms of this Agreement that are genuinely agreed between CSCS and the employee concerned.

**43.2** CSCS may agree to a request, provided the employee and CSCS genuinely agree to the arrangement without coercion or duress, and the employee is not disadvantaged in relation to their terms and conditions of employment.

The agreement will be taken not to disadvantage the individual employee in relation to their terms and conditions of employment if:

- (i)      the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this agreement; and
- (ii)     the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

**43.3** CSCS must ensure that the terms of the individual flexibility arrangement are about permitted matters, and does not contain unlawful terms in accordance with the respective requirements of Sections 172 and 194 of the Act.

**43.4** CSCS must ensure that the individual flexibility arrangement:

- (i)      is in writing;
- (ii)     includes the name of CSCS and the employee;
- (iii)    is signed by CSCS and employee and if the employee is under eighteen (18) years of age, signed by a parent or guardian of the employee;
- (iv)    includes details of:
  - (a)      the terms of the Agreement that will be varied by the arrangement;
  - (b)      how the arrangement will vary the effect of the terms;
  - (c)      how the agreement does not disadvantage the individual employee in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (d)      states the day on which the arrangement commences.

**43.5** CSCS must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to by him/her.

**43.6** CSCS or the employee may terminate the individual flexibility agreement:

- (i)      by giving no more than twenty-eight (28) days notice to the other party to the arrangement; or
- (ii)     if CSCS and the employee agree in writing, at any time.



#### **44 ENVIRONMENTAL SUSTAINABILITY**

- 44.1** CSCS is committed to demonstrating leadership in sustainability by establishing policies and operations that will reduce its environmental footprint and reduce environmental risks in the workplace.
- 44.2** CSCS and its employees agree to work effectively together to develop a culture of environmental sustainability and to build campus understanding on ecological issues.
- 44.3** CSCS employees will be kept informed at least annually of the measurable progress in CSCS's efforts to support ecologically sustainable work practices.

#### **45 MEAL ALLOWANCE**

An employee required to work an additional two hours without being notified on the previous day or earlier that they will be so required to work will be paid a meal allowance of \$15.00 or supplied with a meal instead.

#### **46 ACCOMMODATION AND MEALS FOR TRAVEL**

- 46.1** Payment of travel, accommodation and meal costs for travel on official CSCS business shall be made on reimbursement of actual expenses, which may include meal allowances, within the prescribed limits.
- 46.2** An employee who is required to travel while on duty shall ensure that the appropriate travel forms have been completed and approved prior to undertaking such travel and that the provisions of the *CSCS Driving Hours Guidelines* are complied with.

#### **47 FIRST AID ALLOWANCES**

- 47.1** An employee appointed by CSCS as a First Aid or an Occupational/Senior First Aid Officer (in addition to their substantive position) and who possesses the required qualifications shall be paid the following allowance:

<b>Allowance</b>	<b>Allowance Rate</b>
Occupational First Aid Officer	\$1184 per annum
Senior First Aid Officer	\$1184 per annum
First Aid Officer	\$788 per annum

- 47.2** The first aid allowances set out in sub-clause 47.1 shall *not* apply:
- (i) to the calculation of overtime, penalty rates and superannuation contributions; or
  - (ii) to any period of leave taken by an employee in excess of six (6) consecutive weeks in a calendar year.

#### **48 EQUITY**

- 48.1** CSCS is committed to providing equity of opportunity in employment and to achieving an employment environment that is free from harassment and discrimination and supportive of achievement at work and the dignity and self-esteem of every employee.

**48.2** To advance the employment circumstances of Indigenous Australians, CSCS aims to:

- (i) increase the overall representation of Indigenous employees as a proportion of EFT staff;
- (ii) increase the proportion of Indigenous employees in continuing positions;
- (iii) provide employee development, training and mentoring of Indigenous employees;
- (iv) provide for training on the implementation of employment strategies and cultural diversity programs for managers and employees; and
- (v) focus on maintaining effective links with relevant Aboriginal and Torres Strait Islander communities and agencies.

## **49 JOB SECURITY**

**49.1** CSCS recognises that a sense of job security for its employees is important, particularly if they are to contribute in a significant way to the achievement of the goals and strategic priorities of CSCS. To this end, CSCS will manage any job reductions through natural attrition, redeployment, training, voluntary separation, or as a last resort retrenchment.

**49.2** To enhance job security for CSCS employees, the following shall apply.

- (i) CSCS is committed to maintaining a stable and skilled workforce and, subject to the terms of this Agreement, continuing employment.
- (ii) Where CSCS makes a decision that it intends to engage contractors or labour hire companies to perform work covered by the Agreement which would ordinarily be undertaken by CSCS employees, CSCS shall consult with the employees and their representatives (if they so choose), in accordance with this sub-clause.
- (iii) This consultation will include information about the type of work proposed to be given to the contractors/labour hire company and the likely duration.
- (iv) CSCS shall only engage contractors and employees of contractors, to do work that would be covered by this Agreement if it was performed by CSCS employees, who apply wages and conditions that are no less favourable than that provided for in this Agreement. This will not apply where CSCS is contractually obliged by the head contractor/client to engage a specific nominated contractor to do specialist work.
- (v) No employee shall be made redundant while labour hire employees, contractors and/or employees of contractors, engaged by CSCS, are performing work that is or has been performed by CSCS employees on the particular site or project. This sub-clause does not apply in respect of specialist contractors.
- (vi) Nothing in this sub-clause shall prevent CSCS using short-term (no more than three (3) months) labour hire as part of a recruitment process, consistent with current practice.

## **50 REPAYMENT OF MONIES**

**50.1** Notwithstanding any other provisions of this Agreement, CSCS may recover from an employee during the course of their employment or at the date of termination of employment, any outstanding debts, overpayments of salary or allowances or the current market value of items of equipment issued and not returned by the employee.

- 50.2** Prior to instigating the recovery of any monies the employee shall be provided with written notice of the:
- (i) reason for the alleged overpayment;
  - (ii) amount to be recovered;
  - (iii) the prospective pay date for any deduction; and
  - (iv) a verified calculation outlining the components of the outstanding debt.
- 50.3** The employee shall have the right to review, comment or reply to the written notice.
- 50.4** As far as is practicable, the outstanding debt should be repaid within the period of the income tax year.
- 50.5** In hardship cases, CSCS may agree to a mutually acceptable repayment schedule.

## **51 TRANSITIONAL ARRANGEMENTS**

- 51.1** If, at the commencement of the operation of this Agreement, any CSCS employee would receive take-home pay under this Agreement which is less than their take-home pay immediately before the commencement of operation of this Agreement, CSCS shall maintain that take-home pay amount until the payment under this Agreement exceeds that amount.
- 51.2** Where, prior to the commencement of the operation of this Agreement, any CSCS employee enjoyed particular working arrangements not enjoyed by all CSCS employees, such arrangements shall be modified over time to make those arrangements consistent with the provisions of this Agreement. Each individual employee will be consulted on the method and transition timetable for the changes to align to the conditions in the Agreement. The transition period for such arrangements shall not exceed four (4) years.
- 51.3** Both sub-clauses 51.1 and 51.2 may apply to the same employee.

## **SCHEDULES**

## SCHEDULE A

### SALARY RATES FORTNIGHTLY SALARY RATES

Level	Step	Rate	2.6%	2.6%	2.6%	2.6%
		Current 30/8/13 *	1 <sup>st</sup> full pay 4/7/14	period commencing after 3/7/15	30 June 1/6/16	30 June 14/7/17
1	1	1329.60	1,364.20	1,399.60	1,436.00	1,473.40
	2	1353.80	1,389.00	1,425.20	1,462.20	1,500.20
2	1	1375.40	1,411.20	1,447.80	1,485.40	1,524.00
	2	1410.00	1,446.60	1,484.20	1,522.80	1,562.40
	3	1426.60	1,463.60	1,501.60	1,540.60	1,580.60
3	1	1449.00	1,486.60	1,525.20	1,564.80	1,605.40
	2	1489.40	1,528.20	1,568.00	1,608.80	1,650.60
	3	1514.40	1,553.80	1,594.20	1,635.60	1,678.20
4	1	1551.80	1,592.20	1,633.60	1,676.00	1,719.60
	2	1581.00	1,622.20	1,664.40	1,707.60	1,752.00
	3	1626.60	1,668.80	1,712.20	1,756.80	1,802.40
5	1	1661.20	1,704.40	1,748.80	1,794.20	1,840.80
	2	1695.20	1,739.20	1,784.40	1,830.80	1,878.40
	3	1740.60	1,785.80	1,832.20	1,879.80	1,928.60
6	1	1831.60	1,879.20	1,928.00	1,978.20	2,029.60
	2	1877.20	1,926.00	1,976.00	2,027.40	2,080.20
	3	1959.40	2,010.40	2,062.60	2,116.20	2,171.20

- \* **N.B. These figures include the Annual Wage Review 2012-2013 (2.6%)**
- 1/1 Entry level
- 1/2 Requires Certificate III (or equivalent level of knowledge gained through any other combination of education, training and/or experience) and the need to exercise that qualification skill on the job
- 2/1 Requires Certificate III (or equivalent level of knowledge gained through any other combination of education, training and/or experience) plus an additional license/certification and the need to exercise both qualifications and skills on the job
- 2/2 Requires Certificate III (or equivalent level of knowledge gained through any other combination of education, training and/or experience) plus two additional licenses/certifications and the need to exercise all qualifications and skills on the job
- 2/3 Requires Certificate III (or equivalent level of knowledge gained through any other combination of education, training and/or experience) plus three additional licenses/certifications and the need to exercise all qualifications and skills on the job
- 3 Requires Certificate IV (or equivalent level of knowledge gained through any other combination of education, training and/or experience)
- N.B. Part-time employees are paid on a pro rata basis as per sub-clause 21.3.

## **SCHEDULE B**

### **CASUAL SALARY RATES**

The Salary Rates for casual employees are calculated as follows:

- 1) The ordinary hourly rate equals the appropriate full-time salary rate (Level and Step) from Schedule A divided by 76.
- 2) A casual employee paid a salary rate under this Schedule shall receive a minimum payment in accordance with sub-clause 24.2.
- 3) The hourly rate to be paid shall be calculated as a percentage of the ordinary hourly rate as follows:
  - a. 125% of the ordinary hourly rate for hours worked within the ordinary span of hours Monday to Friday;
  - b. 130% of the ordinary hourly rate for hours worked outside the ordinary span of hours Monday to Friday;
  - c. 150% (time and one half) of the ordinary hourly rate for hours worked on Saturday;
  - d. 200% (double time) of the ordinary hourly rate for hours worked on Sunday; and
  - e. 250% (double time and one half) of the ordinary hourly rate for hours worked on Public Holidays.

## **SCHEDULE C**

### **CSCS POSITION DESCRIPTORS**

The following position descriptors have been developed with reference to the particular workplace needs of CSCS.

#### **LEVEL 1**

##### **Education, Training and Experience**

Entry Level. The employee performs duties that do not require formal qualifications or work experience prior to engagement. Duties may require the successful completion of probation and on the job training.

Advancement within this Level is contingent on the completion of Certificate III (or equivalent level of knowledge gained through any other combination of education, training and/or experience) and the need to exercise that qualification skill on the job.

##### **Task**

The employee performs repetitive tasks, covered by instructions and procedures, for which the job holder usually requires less than one (1) month of on the job training to achieve competence. The employee works under routine supervision either individually or in a team. Some knowledge of materials and equipment may be required.

##### **Judgement and Problem Solving**

The employee solves problems where the situations encountered are repetitive, the alternatives are limited and readily learned, and the required action is clear or can be readily referred to higher levels.

##### **Position Examples**

Cleaning Services Employee Level 1

Laundry Services employee

Transport worker grade 2

#### **LEVEL 2**

##### **Education, Training and Experience**

The employee performs duties at a skill level that requires:

- completion of Certificate III plus an additional license/certification; or
- completion of Year 10 and two (2) to three (3) years relevant work experience; or
- completion of Year 12 with zero (0) to twelve (12) months relevant work experience; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience;

and the need to exercise both qualifications and skills on the job.

Advancement within this Level is contingent on the acquisition of additional licenses/certifications and the need to exercise all qualifications and skills on the job.

##### **Task**

The employee performs a range of tasks, adhering to clear instructions and procedures, which are above and beyond the skills of an employee at Level 1. The employee may perform more complex tasks for which detailed procedures or standardised instructions exist and where assistance or advice is readily available. Task competency, including knowledge of the procedures to be followed, can be acquired through one or more of - the acquisition of licenses/certifications, on the job training and short courses, consistent with training for Level 2. The employee may assist in the provision of on-the-job training.

### **Judgement and Problem Solving**

The employee solves relatively simple problems where the problems are similar, the relevant response is covered by established procedures/instructions, the choices to be made between alternate actions follow familiar patterns and assistance is available when unusual circumstances are encountered or when established responses are not effective. The employee is responsible for assuring the quality of their own work and exercising judgement over task sequencing on a day to day basis.

### **Position Examples**

Cleaning Services Employee Level 2

Transport worker grade 3

Clerical grade 1

## **LEVEL 3**

### **Education, Training and Experience**

The employee performs duties at a skill level that requires:

- completion of a trade certificate (Certificate IV), without subsequent experience as a qualified tradesperson upon appointment; or
- completion of Year 12, with at least 1 year's subsequent relevant work experience; or
- completion of a Diploma, Advanced Diploma or Associate Degree with no relevant on the job experience; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

### **Task**

The employee will undertake tasks of some complexity, requiring the practical application of acquired skills and knowledge consistent with training for Level 3. The employee will exercise discretion within established work methods, procedures and priorities to diagnose problems, or to choose between alternate approved work methods or procedures and to determine task sequences. Tasks may involve written and verbal communication skills, numerical skills, organising skills, data collection, and the use of a range of equipment at a level of complexity equivalent to the standard use of computer software or to the application of skills gained through the acquisition of a single trade certificate (Certificate IV).

### **Judgement and Problem Solving**

An employee will be expected to:

- solve similar problems, requiring some initiative and interpretation in the application of established rules, procedures, precedents, practices or techniques;
- exercise some judgement over when to refer matters or seek assistance; and
- where the opportunity arises, make suggestions and develop local job specific systems to assist in the completion of allocated tasks.

### **Position Examples**

Cleaning Services team leader (of a large team)

Clerical grade 2

## **LEVEL 4**

### **Education, Training and Experience**

The employee performs duties at a skill level that requires:

- completion of a Bachelor Degree; or a Certificate IV trade qualification with relevant work related experience; or
- Year 12 and at least four (4) years relevant work experience, often combined with some formal training, leading to a detailed knowledge of specific administrative procedures and technical skills; or
- completion of a post-trade qualification and subsequent relevant experience; or
- completion of a Certificate IV trade qualification and subsequent relevant experience leading to the development of areas of specialisation through a depth of skills, or to the application of skills normally associated with a number of separate trades, or to the application of administrative and supervisory roles in conjunction with trade skills; or;
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

### **Task**

The employee performs a variety of tasks that:

- require a sound working knowledge of relevant trade, technical or administrative practices;
- include limited creative, planning or design functions; and
- require an awareness of the relevant theoretical or policy context.

### **Judgement and Problem Solving**

Solve standard problems within an established framework or body of knowledge by:

- applying a range of procedures and work methods;
- being proficient in and interpreting a set of rules, guidelines, manuals or technical procedures; and
- selecting from a range and combination of possible responses, based on some understanding of the principles or policies underlying established procedures, practices or systems.

### **Position Examples**

Supervisor

Clerical grade 3

## **LEVEL 5**

### **Education, Training and Experience**

The employee performs duties at a skill level that requires:

- completion of a Bachelor Degree with relevant work experience (including experience gained in parallel with undertaking part-time study); or
- completion of a post-trade qualification and extensive subsequent relevant experience; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.



**Task**

The employee performs tasks which require:

- the standard application of theoretical principles, procedures and techniques at the level of a less experienced graduate working in their field of expertise; or
- depth (i.e., the development of some areas of specialisation) or breadth of technical, trade or administrative expertise, including a sound appreciation of the relevant theoretical or policy framework, in a particular functional area or to a set of related activities.

**Judgement and Problem Solving**

The employee solves diverse problems (characterised by subject range or depth) which require judgement and initiative based either on:

- theoretical knowledge; or
- a thorough knowledge of a complex set of rules, activities, techniques or procedures.

**Position Examples**

Highly qualified/skilled/experienced supervisor

Clerical grade 4

Trainer/Assessor

**LEVEL 6****Education, Training and Experience**

The employee performs duties at a skill level that requires:

- a Bachelor Degree, normally with two (2) or more years subsequent relevant experience to consolidate the theories and principles learned; or
- extensive experience (e.g., a Diploma, Advanced Diploma or Associate Degree with at least four (4) years subsequent relevant experience), leading to either the development of specialist expertise or to the development of broad knowledge, in technical or administrative fields; or
- an equivalent level of knowledge gained through any other combination of education, training and/or experience.

**Task**

The employee performs a range of assignments that:

- are guided by policy or objectives and, where relevant, by professional standards;
- require a conceptual understanding of relevant policies, procedures or systems; and
- require interpretation in the application of policy and/or precedent.

**Judgement and Problem Solving**

The employee solves diverse and unusual problems by analysing information where considerable interpretation of existing regulations, policies or procedures is required. The employee takes responsibility for outcomes and may to innovate within their own function and area of expertise.

**Position Examples**

Manager

Clerical grade 5

## **SCHEDULE D**

### **HOURS OF WORK**

Full-time CSCS staff are required to work one hundred and fifty-two (152) hours per four (4) weeks (an average of thirty-eight (38) hours per week), as specified in Clause 24 of this Agreement:

## **SCHEDULE E**

### **NATIONAL TRAINING WAGE**

## **APPENDIX E1**

### **ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS**

Schedule E and Appendix E1 are from the Cleaning Services Award 2010  
(Available at [http://www.fwc.gov.au/documents/modern\\_awards/award/ma000022/default.htm](http://www.fwc.gov.au/documents/modern_awards/award/ma000022/default.htm))

## **SCHEDULE F**

### **SUPPORTED WAGE SYSTEM**

Schedule F is from the Cleaning Services Award 2010  
(Available at [http://www.fwc.gov.au/documents/modern\\_awards/award/ma000022/default.htm](http://www.fwc.gov.au/documents/modern_awards/award/ma000022/default.htm))

## SIGNATORIES TO THIS AGREEMENT

Signed for and on behalf of **CHARLES STURT CAMPUS SERVICES LIMITED**

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Date

in the presence of

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Signed for and on behalf of

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Date

in the presence of

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Signed for and on behalf of

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Date

in the presence of

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