

THE **campus** **backbone**

CPSU - CSU Branch



THE **GENERAL
STAFF UNION**

CPSU EB 6 Log of Claims

12 November 2008

The Charles Sturt University Branch of the CPSU the General Staff Union serves the following claims on Charles Sturt University in respect of a union collective agreement for General Staff.

We seek a union collective agreement to cover all General Staff employed by the Charles Sturt University and its wholly or majority owned and controlled entities. The Agreement will be known as Charles Sturt University (General Staff) Union Collective Agreement 2008 – 2011. The duration of the Agreement will be for a period of three years from the date of certification.

Making sure we will be listened to

1. The Agreement will recognise and respect the right of the CPSU to represent the industrial interests of General Staff. The Agreement will restore direct CPSU involvement in all committees and consultative arrangements in the Agreement including dispute settlement procedures, disciplinary procedures and general staff classification. There will be consultation with the CPSU over the development and review of all University policies affecting General Staff.
2. In the interest of promoting active and informed participation of General Staff through their union, the Agreement will provide resources to support the role of the union and union activities. This will include the right of union delegates to access time release to attend to union duties, and for members and delegates to access trade union training leave.
3. The Agreement will contain comprehensive arrangements to guarantee meaningful consultation occurs with staff and the CPSU over change management. This will include the early notification of the consideration of workplace change, the rationale for change, the provision of all relevant information including workload implications and cost benefit analyses relating to the proposed change occurs. There will be a 6 month review of workload implications including developing strategies to address negative impacts.
4. The Agreement will contain a clear definition of among other things, 'organisational change' and 'redundancy'. Redundancy conditions to include voluntary separation.
5. The Agreement will ensure that voluntary redeployment into suitable alternative work will be the principal means of managing displaced employees. Redeployment will be by agreement with the employee. This will include a centrally administered suitability assessment and placement process and six month trial placement arrangements by mutual agreement. Staff will not be forcibly transferred to another position or the same position where it is moved to another campus without their agreement.
6. The Agreement will provide a comprehensive means of mitigating the number of forced redundancies in any restructure. The Agreement will also prohibit employees undertaking the work of a 'redundant' position.
7. We seek the removal of the words "by the University" from Clause 37.4.

8. General Staff will be able to raise workload issues as a dispute in the Agreement.

Protecting our terms and conditions

9. We seek to maintain all existing conditions and entitlements for General Staff except where conditions and entitlements are enhanced as a result of negotiations.

10. This Agreement will be read in conjunction with the relevant awards.

11. All terms and conditions of employment contained in the Agreement will be prescribed in language that is clear, unambiguous and in plain English. The Agreement will be written in a manner that ensures explicit entitlement and not in aspirational language.

12. General Staff conditions and entitlements and workplace processes directly or indirectly removed from previous enterprise agreements because of the Higher Education Workplace Relations Requirements will be restored in full and contained in the Agreement.

13. The University commits to continuing employment as the standard form of employment that is to be utilised wherever possible and to recognise that this form of employment provides the greatest security and wellbeing for General Staff and their families. Temporary vacancies in permanent positions need to be first offered to current staff.

14. The Agreement will provide clear guidelines on the employment of casual & fixed-term staff.

15. The Agreement will include provisions for the mandatory conversion of long term casual & fixed term staff to ongoing employment. All casual & fixed term employment will be reviewed with the aim to create permanent positions

16. Service as a casual will count towards service after gaining permanent ongoing work and there will be no probation period for a casual permanently appointed who has worked three months or more in the same area.

17. Current staff will be skilled up in the first instance rather than having the work outsourced. Staff seconded to projects shall have the hours required for the project backfilled.

Improved pay and superannuation

18. The University needs to review salaries to improve parity with other Universities. We seek guaranteed fully funded pay increases of 9% per annum over the life of the Agreement calculated from the nominal expiry date of the current Agreement. Each pay increase will compound onto the previous salary.

19. All General Staff covered by the Agreement will receive a sign-on payment of \$2000 to increase the annual salary rate which will be built into the base rates.

20. The Agreement will maintain the current superannuation provisions for permanent staff and an increase in employer contributions for casual and fixed-term staff to a level of parity with permanent staff.

21. We seek a school holiday care allowance for parents of children of school age children placed in approved child care.

22. The University will provide work based child care, free of charge, for General Staff. The University should also explore the provision of salary sacrifice deductions for non-work based childcare.

23. The Agreement is to guarantee that staff on Higher Duties are entitled to annual salary progression.

Ensuring we are treated with respect

24. The Agreement will provide a comprehensive and fair classification and job evaluation process to ensure that all General Staff positions are classified consistent with the duties performed and in accordance with the classification descriptors that will remain in the Agreement.
25. The Agreement will contain both the General Staff Classification Committee process and a General Staff Classification Review process. Both processes will involve both CPSU and management representatives.
26. The Agreement will provide for the regular review and comparison of all positions and position descriptions for accuracy and ensuring consistency in grading and remuneration.
27. The parties will negotiate a process for the broad banding of classification levels to address hard classification barriers for staff that can not progress incrementally and encourage General Staff career development
28. The Agreement will include other measures to assist General Staff to continue to develop their career lifetime education. These measures are to include:
 - Career break leave arrangements,
 - Genuine access to study leave arrangements using a broad definition of study, including equity of time off for alternative delivery methods (i.e. correspondence/external study),
 - A comprehensive and centrally funded career training and development scheme
 - Equity in the distribution of funding for training and career development opportunities for General Staff. Funding should be comparable to SSP.
 - Access to Career Progression Training, (i.e. training in areas outside of current Position Description to aid in career advancement within the University),
 - Comprehensive on the job training for all General Staff,
 - Training on the implementation of the Agreement for supervisors and managers,
 - Training on Performance Management and Development to ensure there is consistent oversight, transparency and follow up of performance objectives coming out of the current Performance Management process,
 - Education to recognize and minimise Bullying in the workplace.
 - The equitable utilisation of “higher duties” opportunities for career development,
 - Accelerated career progression in the Agreement, and
 - Access to study at the University at a discounted rate in the Agreement.
29. The University will provide scholarships for the children of General Staff who have worked for the University for over five years.
30. The Agreement will have a clause that will prevent the University from offering Individual Transitional Employment Agreements (ITEA).

Occupational Health & Safety

31. The parties will commit to an understanding of Occupational Health and Safety that includes a workplace that is free from bullying and harassment. This understanding is critical to a workplace that values and respects its employees.
32. The Agreement will explicitly provide that there will be zero tolerance of all forms of discrimination, bullying and harassment and will provide that protection from bullying and harassment will be facilitated by appropriate measures including those contained in the Unions NSW Dignity and Respect in the Workplace Charter, which will be included as part of this agreement.

Indigenous Employment

33. In accordance with the Indigenous Employment Strategy the University will continue to increase the number of Indigenous Australians appointed across a range of work units, positions and levels, the University will continue to develop a set of targets aimed at ensuring the percentage of Indigenous Australian General Staff in the University are representative of the population.

Allowing us to balance work and life

Working Hours

34. The Agreement will enshrine reasonable working hours for General Staff and there will be no ability for General Staff ordinary working hours to be increased.
35. The University will ensure that General Staff are paid or otherwise recompensed for all work.
36. Working hours shall always take account of caring responsibilities and work life balance.
37. The Agreement will provide for working arrangements that will allow General Staff to balance personal and work commitments, including access to part-time work.
38. The University will ensure that General Staff are not required to work regular or unreasonable amounts of overtime and that General Staff can refuse to work overtime.
39. The Agreement will ensure that all General Staff have access to flex time and the ability to bank, or be paid out, untaken flex time. Management will apply flex time provisions equitably.
40. A working from home provision will be developed

Workload

41. The University will provide a safe and healthy work environment and will ensure that workloads of General Staff are safe, realistic and achievable.
42. The Agreement will provide for the monitoring of workload allocation to ensure reasonable and manageable workloads.
43. The Agreement will contain an independent appeal process to challenge unreasonable workloads.

Leave Provisions

44. The University will ensure that General Staff are able to take annual leave and that no forfeiture of annual leave occurs.

45. The University will investigate ways to assist parents in taking leave during school holidays, such as purchasing annual leave.
46. We seek an increase in Bereavement leave to 5 days per occasion and the right to apply for more than 5 days from sick leave.
47. The Agreement will make qualitative and quantitative improvements to parental leave, including an increase of paid partner (non-primary care giver) leave to six weeks.
48. The Agreement will provide for Concessional Leave for Christmas shut down.
49. We seek the inclusion of a purchased leave provision in the Agreement. Consider using the Leave Loading to convert to additional leave
50. The Agreement will contain an enhanced definition of family.
51. The Agreement will contain an increase to paid leave, and other forms of support, for General Staff undertaking activities of direct benefit to the community (for example blood donation, and for emergency assistance including fire-fighting).
52. Part time staff who miss public holidays are paid pro rate salary

Environmental sustainability and productivity

53. This Agreement will contain practical measures which reflect the commitment of the employer, employees and the CPSU to generate productivity through a sustainable environment and meeting the challenges of global warming, including:
 - Consultative mechanisms to allow for consideration of the ways to reduce the carbon footprint and increase energy and resource efficiency of the University,
 - Provision of pool cars and shuttle buses and other appropriate facilities for General Staff to encourage walking, car pooling, cycling to and from work.
 - Voluntary flexible working arrangements that could reduce the number of attendance days at the University without loss of pay or other entitlements. This could include provisions for working from home.
54. The CPSU reserves the right to raise other matters throughout negotiations that are to the benefit of General Staff.

