



CPSU Standard Claim

Private Sector and Community Employment 2010

Conditions and Entitlements

No reduction in current entitlements

There will be no reductions in current Award or Collective Agreement entitlements.

Wages and pay increases

The agreement will include guaranteed pay increases of 4% per annum calculated from the nominal expiry date of the current agreement. Any adjustments to classification and pay scales will be in addition to the annual 4% pay increases as claimed.

Superannuation

For employees receiving the minimum employer superannuation contribution of 9%, it is agreed that from the first pay period after this agreement commences, the employer superannuation contribution will increase by no less than 1%.

Employer superannuation contributions shall continue to be paid, as if the employee was receiving their usual pay, for all periods of unpaid parental leave (which includes maternity, adoption and supporting partner leave) up to a maximum of 52 weeks. The minimum salary level to qualify for employer superannuation contributions shall be removed.

Employer superannuation contributions shall continue to be paid if an employee makes the choice to continue working past the age of 70. Contributions to these employees shall be paid for any hours worked.

Allowances

Pay based allowances are to be increased at the same rate as pay increases. Other allowances are to be increased in line with CPI.

Individual Flexibility Agreements

IFAs will be able to vary the effects of the following terms of the Agreement; (*limit IFA scope*)

Group Flexibility Agreements (*replaces award or agreement Group Facilitative clauses*)

Group Flexibility Agreements will be made in consultation with the relevant union/s. A group flexibility agreement will ensure that affected employees will be better off overall than they would have been if no GFA was made

Performance Management (assuming a scheme is in place)

The key features of the performance management arrangements, including any link to remuneration, will be in the Agreement. Employees will have a right of review of performance assessment outcomes.

Job Security

Ongoing employment shall be the standard form of employment with indirect labour and temporary employment the exception

Contractors

If (company) wishes to engage independent contractors to perform work that would otherwise be performed by current or future employees of (company), the company must first consult with potentially affected employees and their union.

If, after consultation, the company decides to engage bona fide contractors these contractors must be afforded the same terms and conditions of employment as they would receive if they were engaged as employees under the agreement performing the same work. The use of sham sub-contracting arrangements would constitute a breach of this agreement.

Labour hire

Where there is a need for temporary labour hire to meet a temporary work requirement such labour must be accessed from bona fide labour hire companies. If labour hire is to be used the company shall ensure that any workers will receive wages, allowances and conditions not less than those contained in this Agreement.

Hours of Work

Employee ordinary working hours shall not be increased. All hours required to be worked will be paid, reasonable and safe. The agreement shall provide employees with an entitlement to overtime and/or time off in lieu where they are directed to work additional hours to their ordinary hours of duty. All shiftworkers will be entitled to appropriate penalty rates.

The Agreement shall provide employees with flexibility and control over work time to enable caring responsibilities and work life balance.

An employee may refuse to work additional hours or to work on a public holiday if the additional hours or public holiday work is unreasonable taking into account the factors contained in the National Employment Standards (NES) including;

- any risk to the employee's health and safety

- the employee's personal circumstances, including family responsibilities

Work Life Balance

Work Life balance will be addressed through the agreement provisions, including those dealing with leave, working hours, part time employment and the right to request flexible working arrangements..

Applications for such provisions will only be refused on reasonable grounds and the employee will be provided with reasons in writing for any refusal.

Right to Request Flexible Working Arrangements

The right to request flexible working arrangements as per the National Employment Standards will included be in the Agreement

Support for Parents (Note: The actual claim will depend upon the company's existing leave arrangements)

- Increase in paid maternity leave
- Increase in unpaid maternity/parental leave to 3 years;
- Adoption leave same as paid maternity leave.
- Right to work part time upon return from parental leave be established for duration of two years;
- Increase in paid parental leave to 2 weeks.

All entitlements to paid maternity/parental leave will be in addition to any national paid parental leave scheme provided by the Government.

Employees with less than 12 months service shall be entitled to receive the above entitlements pro rata to their length of service. This includes access to entitlements to unpaid maternity leave provided by the Fair Work Act 2009.

Other Leave

The agreement shall include provisions for purchased leave, Compassionate leave (NES) and Community Service Leave (NES).

Support for mature aged workers

Establish initiatives which would assist in the retention of mature aged workers. These may include removing the maximum age barrier and work test for superannuation contributions, fractional work arrangements and job sharing.

Work related training

Where an employee is required to undertake training related to or required for their employment they shall be entitled to paid leave to attend training and reimbursement of any reasonable expenses related to that training.

Work related travel

The company will pay for an employee's work related travel including accommodation and incidental expenses

Occupational Health and Safety

The employer and employees are committed to maintaining a safe and healthy work environment and ensuring compliance with the OH&S legislation and relevant codes and standards.

The employer will consult with employees and their representatives on OH&S matters *(list as required)*

Environmental Sustainability

It is recognised that company efficiency or productivity may arise from reducing costs associated with environmental impact, and the company will consult with employees on measures to improve the environmental sustainability of the company's operations.

Employee Rights

Employee representation and consultation

It is recognised that employees may choose to be represented in any discussions with the employer on workplace matters including matters arising under this Agreement.

The employer will consult with employees and their representatives including unions regarding workplace matters. Where practical, consultation will occur before decisions are made and employees will be provided with an opportunity to influence the decision making process.

Union Rights

Employer Neutrality

(Employer) agrees to acknowledge that employees are free to join a union. Irrespective of their choice employees will not be disadvantaged. Employees who choose to be members of a union have a right to participate in union activities and have their industrial interests represented by that union.

Inductions

The CPSU seeks (Employer's) commitment to invite the CPSU to present a formal session in induction programs for new employees. Where this is not possible because (Employer) does not conduct in face induction session, new employees will be

provided with an information pack from the CPSU and the opportunity to meet with a CPSU representative.

Notice-boards

(Employer) agrees to provide the CPSU and their workplace delegates with access to physical and electronic notice-boards

Email usage

(Employer) agrees to allow CPSU and their workplace delegates to communicate with all employees on industrial and workplace issues via email.

Fair Work Act information

(Employer) agrees to provide detailed information to managers and employees about relevant changes established by the Fair Work Act, such as the new General Protections.

Union delegates

(Employer) will acknowledge the important role played by union delegates and commit to dealing with them in good faith. Union delegates shall have access to appropriate facilities and paid union training leave.

The Agreement

Relationship to Award/s

Relevant award matters will be included in the agreement.

Company Policies

Policies or guidelines which relate to the application of this agreement will only be varied after consultation with affected employees and their representatives.

Scope of Agreement

All employees will be covered by this Agreement.

No extra claims

Parties covered by the agreement will not make further claims for terms and conditions of employment that would have effect during the period of operation of this agreement, except where consistent with the terms of this agreement

Negotiations for the Next Enterprise Agreement

Negotiations for the next agreement will commence 3 months prior to the nominal expiry date of this agreement.

Dealing with all conditions

Note to advocates and organising teams: The above claim should form the minimum for any private sector claim. There may however be industry specific (e.g. broadcasting, telco) claims that need to be included. Please include these where necessary.