

CPSU Agreement Making Framework

Part 1 – Principles

This document sets out the CPSU agenda for change through agreements that are to be negotiated in public sector employment.

CPSU will campaign for:

- A strong, independent and accountable public sector that operates effectively to deliver quality public services.
- A career, merit based and professional workforce.
- Workplaces that respect, value and support a diverse workforce and which are underpinned by equity in employment and remuneration and by non-discriminatory work practices.
- The right for workers to be represented by their union in bargaining for decent pay and conditions in collective agreements.
- Work arrangements that attract and retain skilled workers and enable employees to balance their obligations to their employer with those to their family and community, while enjoying a healthy life.
- The right for employees to join a union, to participate in union activities and to be represented by the union.
- Recognition of the leadership role of workplace union representatives, which respects the work they do for their colleagues and the community and provides them with the capacity to continue that role.
- A strong, independent Australian Industrial Relations Commission and its successor as the industrial umpire which can settle disputes.
- Union CAs that improve pay and conditions.

Employers are expected to:

- Agree to negotiate a union collective agreement in good faith where requested by a majority of affected employees.
- Enable union representatives to meet employees in their workplaces, to hold discussions with employees, to provide information to employees and to negotiate with employers on paid time.
- Recognise and respect employees' choice to be represented by their union.
- Engage in negotiations for a replacement union collective agreement, at the request of employees, in a timely fashion.
- Agree to fully inform employees about the contents of agreements.
- Agree to fair terms and conditions of employment that provide good and equitable remuneration and respect employees' needs for a balanced working life.
- Adopt a broad approach to productivity that does not seek to disadvantage employees through a narrow focus on wages and conditions.
- Staff workplaces and establish practices and procedures so that employees can deliver quality public services without unreasonable workloads.

PART 2 - Union Collective Agreement Making Claim

Making Sure We'll be Listened to

Employee representation and consultation

Consultation about employment matters and an employee's right to be represented by their union in any discussion with the employer are components of a workplace that values and respects its employees. Genuine consultation and genuine representation are fundamental entitlements for employees that are to be facilitated by appropriate measures and facilities, including processes, access to information and the capacity to influence decisions before they are made.

Employee representatives

The employer is to respect and recognize the role of union employee representatives including by dealing with representatives in good faith and by providing facilities, training and work support on paid time for employees involved. The employer is to recognize that union employee representatives may undertake activities outside the workplace and that employee representatives are not to suffer any disadvantage.

Comprehensive agreements, policy and guidelines

The rights and entitlements of employees are to be comprehensively expressed in the collective agreement. Where policies and guidelines affect employees they are only to be made or varied by agreement and after consultation with the parties to the collective agreement.

Freedom of Association

The employer recognises that employees are free to choose to join a union. Employees who choose to be members of a union have the right to participate in union activities and have their industrial interests represented by that union.

Attraction and Retention of Skilled Workers

Hours of Work

Employee ordinary working hours shall not be increased. All working hours are to be remunerated and include time reasonably spent preparing for work (such as logging in) and any end of the day responsibilities.

Employees, in all work environments shall have control over working hours to the maximum extent possible. Working hours shall always take account of caring responsibilities and work life balance, provide regular two day blocks off from work and provide regular flex or other form of regular days off.

All unsociable hours are to attract a premium and overtime rates and related conditions are to be maintained. The general minimum standard is the relevant Award.

Working hours are to be safe and safety is to be considered in questions of overtime, rostering and attendance requirements. An employee may refuse to work hours that are unreasonable.

Career Development and Lifetime Education Support

The Agreement is to include measures to assist in skilled workers capacity to continue to develop their career and continue lifetime education. These measures are to include:

- Sabbatical and career break leave arrangements;
- Genuine access to study leave arrangements by establishing clear entitlements in the Agreement.
- Broad definition of study in the interest of the employer.

Support for Professionals

That the negotiations set aside a working party to address specific consideration of issues associated with the recruitment and retention, classification structure and pay for Professional staff.

Costs of membership of professional bodies and requirements for continuing education requirements for professional employees shall be met by the employer.

Work and Life Innovation

Changes in work and technology allow a fundamental rethink of how work is performed and how it interacts with our lives. There shall be a joint investigation of mechanisms to address work life balance, including home based work, at an Agency or cross employer level. Agreed mechanisms are to be implemented.

Access to Work Life Balance Initiatives

Work Life Balance for employees is facilitated by many agreement provisions including annual leave, personal leave, miscellaneous leave, purchased leave, long service leave, study leave, flexible working hours, part time employment and job sharing. However, for work/life balance to be meaningful, employees must be able to access the flexibility provided by these provisions and exercise control over their working hours.

Access to work life balance provisions are to:

- Be expressed as an employee entitlement,
- Require that an appropriate reason be provided in writing to the employee if an application is denied; and,
- Where denied include consideration by the relevant manager and/or supervisor of alternatives that may address the employees work life balance requirements.

Support for Parents

To allow for greater sharing of responsibility for new children, CPSU requires paid leave provisions providing 14 weeks maternity leave and a further 14 weeks leave for a primary care giver.

Paid supporting partner leave of six weeks and paid adoption leave should be established consistent with advances for primary care giver leave. Parental leave without pay of up to five years is to be available on return from paid parental leave.

Measures for employer support for child care for employees, such as salary sacrifice for child care and school care programs, are to be included.

Part Time employment

Part time work at the initiative of the employee should be available to all employees and be established as a right for employees while they fulfil caring responsibilities. Reasonable requests by employees with caring responsibilities for part time shall be approved.

An employee who is part time should be genuinely considered for promotions and transfers on the basis of merit, except where it is unreasonable for the employer to do so. Part time employment arrangements are not to disadvantage employees with respect to leave, overtime, redundancy and other entitlements.

Access to Carers Provisions

Employees' caring responsibilities are a critical concern and involve employees putting others ahead of themselves. Access to flexible working arrangements is essential to allow carers to balance their work and caring responsibilities. The employer will recognise that ongoing caring responsibilities occur where employees have responsibility for children, elderly or disabled people as well as in cases of a chronic illness.

Therefore provisions for employees with caring responsibilities are to:

- Be expressed as an employee entitlement,
- Require that an appropriate reason be provided in writing to the employee if an application is denied; and,
- Where denied, include consideration by the relevant manager and/or supervisor of alternatives that may address the employees caring responsibilities.

Caring responsibilities are to be acknowledged and employee decisions in meeting responsibilities are to be respected. The definition of family shall be defined broadly and without discrimination.

Retaining Mature Age Workers

CPSU is committed to the retention of mature aged workers and recognises that incentives may need to be offered by the employer. CPSU seeks a similar clear commitment from the employer.

Incentives in the agreement may include:

- Employee initiated fractional work, where an employee works part time hours or days averaged over a 12 month period;
- Employee initiated deferred salary scheme, eg a 4 year in 5 year arrangement;
- Retention arrangements such as bonuses linked to skills or intellectual property transfer;
- A salary for superannuation purposes that, on a case by case basis, avoids financial disadvantage to an employee when working part time, changing roles, such as phasing out management or higher level responsibilities, or when working past the minimum retirement age, including CSS 54/11 offset;
- Superannuation contributions, or the equivalent, to continue for employees over 70;
- Employer funded access to financial advice before an employee retires; and
- Consultation on the implementation of transition to retirement superannuation initiatives, when the necessary legislation is adopted.

Travel

The employer shall recognise through the agreement that travel is voluntary and that where an employee agrees to travel away from their usual workplace (on a single day, short term and long term) compensation is required for expenses and impact of the employee's life and family. Travel away from the normal workplace shall be on paid time.

Remote Localities

Employees living and working in rural and remote parts of Australia face particular challenges and disadvantages. Remote localities assistance including leave, allowances, reimbursements, assistance with airfares and family assistance shall be entitlements established at a proper level to support employees delivering services in remote and rural Australia.

Overseas Conditions

Employees operating overseas also face particular challenges and disadvantages and entitlements are to establish fair compensation, appropriate risk assessment and mitigation and full insurance protection for these employees.

Global Warming and Sustainable Environment Initiatives

This agreement should contain practical measures which reflect the commitment of the employer, employees and their union to generating productivity through a sustainable environment and meeting the challenges of global warming, including:

- Consultative mechanisms, such as workplace committees, to allow for consideration of ways to reduce the carbon footprint and increase the energy and resource efficiency of the employer; and
- Provision of appropriate facilities for employees to encourage walking, use of public transport, car pooling or cycling to and from work, including a voluntary change of workplace where appropriate.

Community Volunteering

Community volunteering is to be facilitated by access to paid and unpaid leave and other forms of support. Paid leave is to be provided for emergency services volunteers to undertake training, operations, rest relief and ceremonial duties. Paid leave is also to be provided for activities of direct benefit to the community eg blood donation or kidney donation.

Improved Pay and Superannuation

Superannuation

The employer will at least provide the current full employer superannuation contribution regardless of the employees' choice of fund. In the APS, this is a minimum of 15.4% for new and non-ongoing employees who are eligible to join the PSSap. Arrangements are to be agreed for choice of fund and the employer is to provide full information on superannuation arrangements (including employer contributions and associated insurance arrangements) to employees.

In addition, employees in the CSS or PSSdb who are considering changing their superannuation arrangements will be provided with assistance in seeking financial advice. Upon production of invoices, the agency will pay for any consultations with a qualified financial advisor of the employee's choice up to a maximum of \$250.

Pay

The agreement will include guaranteed fully funded pay increases of 5% per annum calculated from the nominal expiry date of the current agreement and employees are to be reimbursed for any delays. Base pay increases are net of adjustments to classification and pay scales.

The agreement should include the capacity for additional increases to deal with upward labour market pressure and labour shortages, where an identified need is agreed by the parties.

Salary sacrifice - no affect on salary for other purposes

Where an employee takes up the option of salary packaging, the employee's salary for purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.

Ensuring We are Treated with Respect

Redundancy

Where an employee is to be terminated for "operational reasons", the employee shall be entitled to the redundancy provisions of the Agreement.

Redundancy entitlements are to be maintained at least at the level of long standing industry practice; including access to job swaps and retention arrangements. Employer assistance to find and offer new employment opportunities across Agencies is to be included in the Agreement.

In the APS, employers are to fully participate in whole of government measures and reviews.

Performance Assessment

All performance assessment processes must be:

- Genuine, streamlined and efficient;
- Fair for all employees, free from gender bias and linked to the classification Work Level;
- Able to provide genuine access to training resources and time and other processes that facilitate career development;
- Consistently applied across all areas of the employer; and
- Subject to individual employee review rights.
- Transparent, including appropriate reporting of outcomes, while protecting individual privacy.

Remuneration linked to performance shall principally be in the form of salary advancement and be subject to reporting to the agreement parties through normal mechanisms by gender, classification, unit and location, while protecting individual privacy.

Performance assessment processes are not a vehicle to drive up employee work loads and this shall be explicitly recognised in relevant agreement clauses. Any targets shall be agreed with employees and their unions. Any monitoring and coaching arrangements shall be genuine and agreed.

Recognition of your Duties

All employees in the Agency should be classified consistent with the duties each employee performs and in accordance with the relevant Award classification and work level or, where relevant, an agreed Agency specific classification and work level. The agreed classification Work Level Standards are to be contained in the Agreement.

Occupational Health and Safety

A safe workplace and one that is free from bullying and harassment is critical to a workplace that values and respects its employees. Employees and Health and Safety Representatives (HSRs) rights to support and assistance from their union in their workplace when investigating OH&S issues or responding to incidents are to be recognised by the employer.

OH&S and protection from bullying and harassment are to be facilitated by appropriate measures including an OH&S Policy and Agreement with the union under sub-section 16(3)(c) of the Occupational Health & Safety Act 1991.

The issues that the OH&S Agreement will address are to be agreed and recorded in the CA and the OH&S Agreement is to be subject to dispute settlement procedures of the CAe.

Harassment Contact Officers (HCO) have a right to support and assistance from their union in the workplace to carry out their role. The HCO role must be recognised and respected by the employer.

Forms of employment

The employer is required to commit to ongoing employment as the standard form of employment which is to be utilised wherever possible, through application of merit selection processes. It is jointly recognised that this form of employment provides the greatest security and wellbeing for union members and their families.

Employees engaged directly or indirectly shall have access to the terms and conditions set by the agreement and shall have a right, subject to agreed conditions, to convert to ongoing employment.

Respect and recognition of diversity

Commonwealth employers have a responsibility to reflect the diversity of the Australian community in their workforce. The parties are jointly committed to the recruitment of indigenous Australians, people with disabilities and people from non-English speaking backgrounds and shall consult to jointly develop programs increase the level of recruitment from these equity seeking groups.

Protecting Our Terms and Conditions

Dispute Settlement

A fair and independent process to resolve collective and individual workplace issues shall be available to all employees. Dispute settlement must include arbitration by the AIRC, the agreement of the parties to accept and implement the arbitrator's decision, and the capacity to be represented by their union at every stage of the process.

No disadvantage guarantee

Employees who come under the coverage of the agreement during its life shall not be disadvantaged and all employees shall be treated equitably in respect of pay and conditions.

Giving Primacy to the Parties to an Agreement

If the operation of the Agreement is affected by external factors or a clause is removed or otherwise negated (other than through ambiguity or uncertainty) the parties will maintain their written agreement and agree to meet and confer to determine the best form to give effect to that agreement.

Negotiating Process Matters

Bargaining Unit

The bargaining unit for all formal decision making and discussion for a union collective agreement (LJ or s328) shall be constituted by the union and the employer.

Additional Claims

CPSU reserves the right to raise other matters throughout negotiations that are to the benefit of employees and are consistent with this claim.

No Prohibited Content

CPSU does not seek to include prohibited content in our claim to the extent that is required by law. To the extent any matter is so prohibited, CPSU excises the matter from our claim.

The Issues that Need to be Addressed in Our Agency

This part of the Framework is for specific matters that will be developed with the direct participation of CPSU members and potential members at the agency level.

Detailed matters that relate to your agency need to be dealt with. Some matters may lead to additional claims such as dealing with allowances. Some matters will inform and provide the detail for claims dealing with allowances, leave, overtime and working hour's issues (such as flex time, shift work or scheduling). There are a significant range of matters that can be dealt with including organisational reviews and any other issues of interest and benefit to members and potential members.