



CPSU Department of Finance and Deregulation Bargaining Position 2008

A new Union Collective Agreement will build on current pay, conditions contained in the expired 1999 Collective Agreement and incorporate common AWA provisions.

The following represents the draft Bargaining Position consideration and endorsement by CPSU members.

The Bargaining Position reflects feedback received from all staff through the CPSU survey, workplace meetings and individual comment. It incorporates the CPSU Core Claim for the APS.

Where detail regarding the operation of a particular entitlement is required this detail will be included in the Union Collective Agreement.

Specific Claims

Improved Pay and Superannuation

1. Pay

The agreement will include guaranteed fully funded pay increases of 5% per annum calculated from 1 July 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.

Professional classifications shall be established as necessary, including for Accountants, Economists and Information and Communication Technology Professionals. Such classifications will enable the specific needs of professional groups and existing labour market pressures to be addressed.

Retention rewards designed to reduce turnover and enhance staff attraction are to be considered and agreed.

2. Performance Pay

All forms of existing remuneration (base salary, salary advancement (increment), performance pay and bonuses) shall be considered in developing new arrangements. New arrangements shall not be less advantageous than existing practice and salary advancement to the top of ranges should be a feature.

The existing range of performance assessment outcomes, with differential performance pay outcomes shall be maintained. Examples of acceptable arrangements could include:

- Converting existing performance pay and bonus outcomes to salary advancement outcomes;
- Providing employees with a choice between salary advancement or a bonus; or
- Providing salary advancement to the top of a range and then annual bonus payments

3. 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.

4. 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 standards;
- Able to provide genuine access to training resources and time and other processes that facilitate career development;
- Transparent, including appropriate reporting of outcomes, while protecting individual privacy.
- Consistently applied across all areas of the employer; and
- Subject to individual employee review rights.

Remuneration linked to performance shall 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 workloads 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.

5. 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.

Attraction and Retention of Skilled Workers

6. Hours of Work

Finance staff will be paid or recognised for all hours worked.

Employee ordinary working hours shall not be increased from 7 hours 21 minutes.

This will involve:

Introduction of a flextime scheme based on:

- a bandwidth for working ordinary hours (not wider than 7 a.m. and 7 p.m., Monday to Friday),
- recording of and limits on debits and credits,
- a working week not exceeding 36 and $\frac{3}{4}$ hours on average,
- standard hours,
- provisions for the taking of flex leave,
- provisions for the cashing out of excess flex credits,
- a four weekly recording cycle, and
- all flextime operating on a one for one basis.

Introduction of a regular hours agreement scheme for individuals including:

- Period of operation of agreement and review/modification/dispute mechanisms
- Requirement to take into account employee's personal circumstances when negotiating,
- Any agreement to operate in conjunction with flextime provisions,
- Can only work outside bandwidth on one for one basis if employee initiates the request.

7. Overtime and unsociable hours

Unsociable hours are to attract a premium and overtime rates and related conditions are to be established. The general minimum standard is the Award and overtime arrangements will include:

- Escalating multipliers depending on when overtime worked and for how long,
- Minimum period of payment for a separate overtime attendance (eg weekends or the middle of the night),
- Minimum time recall provisions and emergency duty arrangements
- Minimum breaks between periods of duty involving overtime (rest relief),
- Overtime meal allowance payments, and
- Provision for Time Off in Lieu as alternative to payment to be at employee discretion.

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.

8. Allowances

Allowances common to the Australian Public Service are to be established for workers in the Department, consistent with the common benefits enjoyed by APS employees in other Agencies. Allowances are to be increased in accordance with agreed processes recorded in the agreement.

9. Restriction Duty

Restriction duty payments are to be instituted and applied in a fair and transparent manner across the Department for all employees asked to hold themselves ready to return to duty.

10. Parliamentary Liaison Allowance

Finance's unique status in not providing this allowance shall be addressed by its introduction on agreed terms.

11. Higher Duties

Employees assigned to perform duties in a higher classification shall receive an agreed allowance when the role is to be performed for 1 week or more. Finance will conduct merit selection exercises for period of Higher Duties expected to exceed 3 months and employees selected for Higher Duties for a period of 3 months or more will be released to perform this duty.

12. Car Parking

Finance is to explore and adopt approaches to reimburse employees for the cost of parking, consistent with approaches in other APS Agencies.

13. 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.

14. 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.

15. 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.

16. 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.

17. Personal Leave

Modern personal leave arrangements consistent with APS best practice for support of employees in their work and life shall be established in the agreement including access to all personal leave for carers purposes.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

Ensuring We are Treated with Respect

25. 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.

26. 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.

27. 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 CA.

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.

28. 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.

29. 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

30. 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.

31. 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.

32. 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.

33. Duration

The agreement shall not have a duration of longer than three years and the actual nominal expiry date shall be an agreed date.

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.