



Charles Sturt Campus Services Enterprise Agreement 2019





DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Charles Sturt Campus Services Limited T/A Charles Sturt Campus
Services**
(AG2019/284)

CHARLES STURT CAMPUS SERVICES ENTERPRISE AGREEMENT 2019

Cleaning services

COMMISSIONER GREGORY

MELBOURNE, 30 MAY 2019

Application for approval of the Charles Sturt Campus Services Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Charles Sturt Campus Services Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Charles Sturt Campus Services Limited T/A Charles Sturt Campus Services. The Agreement is a single enterprise agreement.

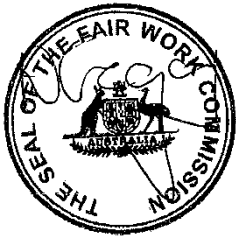
[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The application was not lodged within 14 days after the agreement was made. Pursuant to s.185(3)(b), in all the circumstances I consider it fair to extend the time for making the application to the date it was actually made.

[5] United Voice being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 6 June 2019. The nominal expiry date of the Agreement is 29 May 2023.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/284

Applicant:

Charles Sturt Campus Services

Undertaking- section 190

I, Martin Dooner, General Manager of Charles Sturt Campus Services Ltd give the following undertakings with respect to the Charles Sturt Campus Services Enterprise Agreement 2019 ("the Agreement"):

1. I have the authority given to me by Charles Sturt Campus Services Ltd to provide this undertaking in relation to this application before the Fair Work Commission.
2. **Clause 26.8** – Overtime Arrangements for Part time Clerical and Transport Workers - All time worked in excess of the agreed hours by clerical and transport employees will be paid at the appropriate overtime rates for part-time employees.
3. **Clause 27.2 (ii)** - Higher Duties Allowance will be paid for all hours worked at the higher level.
4. **Clause 24.2** - The minimum engagement for casual transport employees is four (4) hours and for casual clerical employees is three (3) hours.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Employer name: Charles Sturt Campus Services Ltd

Authority to sign: The General Manager has the authority to sign the Undertaking by virtue of the Charles Sturt Campus Services Constitution.

Signature:



Date: Thursday 16 May 2019

CHARLES STURT CAMPUS SERVICES ENTERPRISE AGREEMENT 2019

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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 2019**

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PART 1 GENERAL

1. TITLE

This agreement will be known as the Charles Sturt Campus Services Enterprise Agreement 2019.

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.

Domestic Violence refers to a pattern of coercive tactics which can include physical, psychological, sexual, economic and emotional abuse, perpetrated by one person in order to establish and maintain power and control over another person in a close relationship, or family or domestic situation. Domestic violence occurs across all social strata, cultures, and age groups. The incidence of domestic violence is not dependent on gender or sexual orientation but the majority of victims of such violence are women.

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 include the following:

- (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) conduct that causes a serious and imminent risk to the health and safety of another person or to the reputation or profits of CSCS or
- (iii) serious dereliction of the duties required of position held by an employee;
- (iv) conviction by a court of an offence which constitutes a serious impediment of the kind referred to in paragraph (i) hereof;
- (v) refusing to carry out a reasonable and lawful instruction that is consistent with an employee’s contract of employment;
- (vi) theft, fraud, bullying, assault or sexual harassment; and/or
- (vii) 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.

Seven day shift work employee shall mean and refer to an employee who is engaged to work shift work on weekends and Public Holidays regularly.

Shift work for the purposes of this agreement and the national employment standards (NES), shall mean and refer to the ordinary hours of duty required to be performed by an employee in accordance with a rotating roster 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

Through the provisions of this Agreement, CSCS is seeking to strengthen its competitiveness and to achieve improvements in productivity, efficiency, effectiveness, quality, flexibility and equality. To enhance that competitiveness and to achieve these improvements, the key objectives of this Agreement are to:

- (i) achieve improved terms and conditions of employment for all employees of CSCS;
- (ii) achieve positive and productive partnerships between CSCS and all its employees and stakeholders in the pursuit of its mission, values, strategic objectives and priorities;
- (iii) strengthen CSCS's ability to attract and retain high quality employees;
- (iv) enhance flexibility and streamline administrative processes; and
- (v) maximise income generation and/or manage costs within CSCS to ensure its viability and to enhance its development and growth.

5. OPERATION OF AGREEMENT

This Agreement shall come into force from seven (7) days after the approval of this Agreement by the Fair Work Commission (FWC) and shall remain in force until four (4) years from that date.

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.
- 6.5** This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

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:
- National wage increase plus 0.5% payable from the first full pay period commencing after 30 June 2018 ;
 - Upon approval by the Fair Work Commission of agreement salary uplift as outlined in Schedule A
 - National wage increase plus 0.5% payable from the first full pay period commencing after 30 June 2019;
 - National wage increase plus 0.5% payable from the first full pay period commencing after 30 June 2020; and
 - National wage increase plus 0.5% payable from the first full pay period commencing after 30 June 2021.
 - National wage increase plus 0.5% payable from the first full pay period commencing after 30 June 2022

11. SALARIES

- 11.1** The particular salary step of an employee on appointment (within the salary range determined for the position) shall be determined by CSCS according to the employees 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. The superannuation guarantee will be paid for all ordinary hours worked.
- 13.3** CSCS will maintain superannuation at 11% until such time as the Government Superannuation Guarantee (GSG) exceeds 11%, CSCS will increase the superannuation payments in line with the GSG.
- 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 a change plan 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.
- (iv) to invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (v) to consider any views about the impact of the change that are given by the employees.
- (vi) CSCS will give due consideration to such submissions and shall provide affected employees, and where they so choose, their nominated employee representative or their union, a Revised Change Plan. The Revised Change Plan will include a report with explanations on how feedback received was addressed in making revisions to the document.

17.3 Change to regular roster or ordinary hours of work

- i) CSCS must notify the relevant employees of the proposed change to their regular roster or ordinary hours of work.
- ii) As soon as practicable after proposing to introduce the change, CSCS must discuss with the relevant employees the introduction of the change.
- iii) For the purposes of the discussion, CSCS will provide the relevant employees:
 - a) All relevant information about the change, including the nature of the change proposed; and
 - b) Information about the expected effects of the change on the employees.
- iv) CSCS must invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- v) CSCS must give prompt and genuine consideration to matters raised about the change by the relevant employees before implementing a final decision about the change.

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 work 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 (5) 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 five (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

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 21.14, 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.
- 21.14** CSCS will provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this sub-clause within the first twelve (12) months of the employee's first engagement to perform work. In respect to casual employees already employed as at 20 December 2018, CSCS will provide those employees with a copy of the provisions of this subclause within two (2) months of approval of this agreement by the Fair Work Commission (FWC).

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.
- 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 they are 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

CSCS will classify positions in accordance with the Position Descriptors set out at Schedule C of this Agreement. The classification will be of the position and responsibilities not the occupant.

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 thirty-eight (38) hours per week to be worked in periods of not more than eight (8) hours per day, in not more than five (5) days, on any day Monday to Sunday inclusive.
- (ii) However, ordinary hours can average thirty-eight (38) per week to be worked in not more than one hundred and fifty-two (152) hours over a four (4) week cycle, on any day Monday to Sunday inclusive.
- (iii) The average of thirty-eight (38) hours per week is to be worked in the following ways:
 - (a) Five (5) days of not more than eight (8) hours per day;
 - (b) one hundred and fifty-two (152) hours within a work cycle not exceeding twenty-eight (28) consecutive days; or
 - (c) by mutual agreement between CSCS and an employee, the employee may be rostered for up to ten (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 eight (8) hours per day, on not more than five (5) 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 (up to 300 square metres total cleaning area) 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 (up to 2000 square metres total cleaning area) work to warrant the three (3) hour minimum, the minimum engagement will be for two (2) hours.
- (v) Where employees are engaged with significant (between 2000 and 5000 square metres total cleaning area) 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 shift work 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 5.00pm. 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 and shall be entitled to the relevant penalty rates.
- 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 – Shift work

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

Altering Rosters – Shift work and Set Roster

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

Meal Break - other than Shift work

- 24.11** 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.
- 24.12** An employee working at least three (3) hours shall be entitled to a paid 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.
- 24.13** An employee working beyond five (5) hours shall be entitled to a further paid 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 – Shift work

24.14 An employee employed on shift work 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 thirty-eight (38) per week on predominantly cleaning duties will be paid an additional 15% of the ordinary hourly rate for the appropriate classification.

25.2 Shift work

i) Early morning, afternoon and non-permanent night shift

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

ii) 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

i) 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.

ii) 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 5.00pm 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 5.00pm on any of

those days. Employees will receive the rate of pay for the entire shift (other than overtime).

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 shift work 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 shift work or set roster, on any day, Monday to Sunday (both days inclusive), which exceed eight (8) 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 shift work 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 shift work, 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 eight (8) hours on any day before overtime is paid. In such circumstances, overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter.

26.7 Overtime shall be arranged wherever reasonably possible to ensure that an employee has not less than eight (8) 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 24.2 (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**

- (a) All authorised work performed by an employee on a Public Holiday.
- (b) If an employee is required to work on a public holiday that they are ordinarily rostered to work and receiving payment for the Public Holiday and they are required to work, the employee will receive their ordinary rate of pay for the Public Holiday plus an additional payment of time and a half for the actual hours worked which takes the payment for the time worked to double time and one half.

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.

26.14 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

26.15 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 the maximum accrual will not normally exceed five (5) days.

26.16 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 four (4) hours 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) 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 by CSCS 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 as defined in [Clause 3](#).
- 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) days' 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 ABANDONMENT OF EMPLOYMENT

- 29.1** The absence of an employee from work for a continuous period exceeding three (3) working days without the consent of the employer or without notification to the employer will be evidence that the employee has abandoned their employment.
- 29.2** The employer will make all reasonable attempts to contact the employee at the employee's last known address or telephone number prior to the termination of employment.
- 29.3** Termination of employment by abandonment in accordance with this clause will operate from the date of the last attendance at work, or the date of the last absence where consent was granted by the employer, or the date of the last absence where notification was given to the employer, whichever is the later.
- 29.4** Abandonment of employment constitutes termination at the initiative of the employee and there is no entitlement to a period of notice, and no payment in lieu of notice will be made for any instances of abandonment of employment.
- 29.5** Termination of employment by abandonment in accordance with this clause will be effective unless within fourteen (14) days of the employer giving written notice of the termination, the employee can establish to the satisfaction of the employer that the employee was absent for reasonable cause.

30 VOLUNTARY SEPARATION

Nothing in this agreement shall prevent CSCS from entering into an agreement of voluntary separation with an employee on terms which are mutually agreeable, providing those terms are no less than the NES notice of termination requirements.

31 REDUNDANCY

31.1 Redundancy pay is provided for in the [NES](#).

31.2 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.

31.3 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.

31.4 Job search entitlement

An employee given notice of termination in circumstances of redundancy must be allowed up to one (1) days' 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

32 ARRANGEMENTS

- 32.1** 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.
- 32.2** 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 of the date of termination in accordance with the NES period of notice requirements . CSCS may make payment of salary *in lieu* of all or part of the period of such notice.
- 32.3** As an alternative to the action that may be taken by CSCS pursuant to sub-clause 32.2, 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.
- 32.4** 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

33 EMPLOYEE DEVELOPMENT

33.1 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.

33.2 In developing its employee development programs, CSCS will ensure that such programs are compatible with its Equity and Diversity policies.

34 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

35 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

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

36 ABSENCE FROM DUTY

36.1 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.

36.2 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.

36.3 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.

36.4 Apart from absence caused by sudden illness or other emergency, an employee shall obtain the prior approval of their supervisor before proceeding on leave.

37 PERSONAL/CARER'S LEAVE

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

38 ANNUAL LEAVE

38.1 Annual Leave is provided for in the [NES](#).

38.2 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 two (2) months from the date of the written advice, and ending when the annual leave entitlements in excess of ten (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.

- (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.

38.3 A seven (7) day shift work employee shall be granted five (5) days annual leave in addition to the relevant entitlement set out in sub-clause 38.1 for working weekends and public holidays regularly in each calendar year.

- 38.4** Employees (other than casual employees) shall be entitled to an annual leave loading payment equal to 17.5% (of an employee's ordinary time rate of pay) of four (4) weeks of salary for the period of leave accrued.
- 38.5** 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.
- 38.6** A "seven (7) day shift work employee" who proceeds on annual leave shall be paid, in respect of leave taken in any period of twelve (12) months, whichever is the more favourable:
- (i) the shift penalties the employee would have received had he or she not been on annual leave; or
 - (ii) the 17.5% annual leave loading of five (5) weeks of ordinary salary.

39 LONG SERVICE LEAVE

- 39.1** 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.
- 39.2** A period or periods of part-time service will not reduce the accrued entitlement specified in sub-clause 39.1, 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.
- 39.3** 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.
- 39.4** 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.
- 39.5** When implementing sub-clause 39.4 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.

40 PARENTAL LEAVE

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

41 COMPASSIONATE LEAVE

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

42 COMMUNITY SERVICE LEAVE

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

43 PUBLIC HOLIDAYS

- 43.1** Public holidays are provided for in the [NES](#).
- 43.2** The GM shall grant a holiday, on a day to be determined by CSCS, *in lieu* of the Bank Holiday.
- 43.3** Where CSCS worker has completed the basic tasks on their rostered working schedules the day before Easter and Christmas break, CSCS management will allow for that person to take early leave to the value of one third of their rostered shift time, provided that the operational requirements are met. If working requirements do not allow for this, the employee may bank the time as *time in lieu* to be taken at another time as agreed.

44 DOMESTIC VIOLENCE

- 44.1** An employee experiencing domestic violence as defined in Clause 3 - Definitions or an employee supporting a member of their immediate family experiencing domestic violence is entitled to five (5) days of unpaid domestic violence leave per annum to access medical, legal and support services as necessary. The employee may be required to furnish evidence to support any period of absence on family or domestic violence grounds exceeding three (3) days.
- 44.2** The leave allowed in this clause does not accrue from year to year.
- 44.3** Further explanatory information and details on how to apply for the leave can be found in the CSCS Leave Guidelines and Domestic Violence Policy.

PART 10 OTHER PROVISIONS

45 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

45.1 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) **Ordinary Hours of Work**

An employee may enter into an agreement with CSCS to vary his/her working arrangements of ordinary hours of work in order to accommodate the work requirements of CSCS and the family and work/life commitments of the employee. Such an agreement will be subject to a cooling off period of fourteen (14) days.

(iii) **Overtime Hours of work**

By mutual agreement and employee and CSCS can vary the arrangements for overtime in order to accommodate the work requirements of CSCS and the family and work/life commitments of the employee.

(iv) **Overtime rates**

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 the maximum accrual will not normally exceed five (5) days.

(v) **Penalty rates**

By mutual agreement between the employee and the supervisor, penalty rate arrangements can be varied

45.2 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.

45.3 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.

45.4 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.

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

45.6 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.

46 ENVIRONMENTAL SUSTAINABILITY

46.1 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.

46.2 CSCS and its employees agree to work effectively together to develop a culture of environmental sustainability and to build campus understanding on ecological issues.

46.3 CSCS employees will be kept informed at least annually of the measurable progress in CSCS's efforts to support ecologically sustainable work practices.

47 MEAL ALLOWANCE

An employee required to work an additional two (2) 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 \$16.00 or supplied with a meal instead.

48 ACCOMMODATION AND MEALS FOR TRAVEL

48.1 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.

48.2 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 all CSCS policies and procedures are complied with.

49 FIRST AID ALLOWANCES

49.1 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:

Allowance	Allowance Rate
Occupational First Aid Officer	\$1301 per annum
Senior First Aid Officer	\$1301 per annum
First Aid Officer	\$866 per annum

- 49.2** The first aid allowances set out in sub-clause 49.1 shall *not* apply:
- (i) to the calculation of overtime and penalty rates; or
 - (ii) to any period of leave taken by an employee in excess of six (6) consecutive weeks in a calendar year.

50 EQUITY

50.1 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.

50.2 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.

51 JOB SECURITY

51.1 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.

51.2 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.

52 REPAYMENT OF MONIES

- 52.1** 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.
- 52.2** 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.
- 52.3** The employee shall have the right to review, comment or reply to the written notice.
- 52.4** As far as is practicable, the outstanding debt should be repaid within the period of the income tax year.
- 52.5** In hardship cases, CSCS may agree to a mutually acceptable repayment schedule.

SCHEDULES

SCHEDULE A

SALARY RATES

FORTNIGHTLY SALARY RATES

Level	Step	Rate	National Wage Increase plus 0.5%	Level	Step	Upon Certification	National Wage Increase plus 0.5%	National Wage Increase plus 0.5%	National Wage Increase plus 0.5%	National Wage Increase plus 0.5%
		14/7/17 *	13/07/2018				30/06/19	30/06/22	30/06/21	30/06/22
							1st full pay period commencing after 30 June - effective date			
							30/06/19	30/06/22	30/06/21	30/06/22
1	1	1481.96	1541.24	1	1	1548.53				
	2	1509.00	1569.36		2	1569.61				
					3	1588.77				
2	1	1533.06	1594.38	2	1	1607.94				
	2	1571.61	1634.47		2	1636.69				
	3	1590.11	1653.71		3	1665.43				
3	1	1615.09	1679.69	3	1	1694.18				
	2	1660.12	1726.52		2	1732.51				
	3	1687.98	1755.50		3	1770.84				
4	1	1729.71	1798.90	4	1	1809.17				
	2	1762.09	1832.57		2	1857.08				
	3	1833.64	1906.99		3	1914.58				
5	1	1851.53	1925.59	5	1	1952.91				
	2	1889.57	1965.15		2	1991.24				
	3	1940.04	2017.64		3	2029.57				
					4	2067.90				
6	1	2041.40	2123.06		5	2106.23				
	2	2092.39	2176.09		6	2144.56				
	3	2183.99	2271.35	6	1	2182.89				
					2	2221.22				
					3	2288.30				
					4	2355.37				
7	1	2396.00	2491.84		5	2422.45				
					6	2489.53				
				7	1	2585.35				
					2	2642.85				
					3	2700.34				
					4	2757.84				
					5	2815.33				
					6	2872.83				
					7	2930.32				
					8	2987.82				
					9	3045.31				
					10	3102.81				

- 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
- 1/3 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 and one year's work experience in a similar role
- 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 seventy – six (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. 140% 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

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
Long Distance Transport operator grade 1
Transport worker grade 2
Cleaning Services team leader (of a small team) L2 S2
Grounds/Maintenance Worker

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
- 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

Tradesperson
Clerical grade 1
Transport worker grade 3
Cleaning Services team leader (of a medium team) L3 S2

LEVEL 4

Education, Training and Experience

The employee performs duties at a skill level that requires:

- completion of 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

Clerical grade 2

Cleaning Services team leader (of a large team) L4 S2

Experienced Tradesperson

LEVEL 5

Education, Training and Experience

The employee performs duties at a skill level that requires:

- 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; completion of a Diploma, Advanced Diploma or Associate Degree with no relevant on the job experience; 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

Supervisor
Clerical grade 3

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 have some discretion to innovate within their own function and area of expertise.

Position Examples

Multiple site supervisor – (with complexities)
Clerical grade 4 - 5
Trainer/Assessor

LEVEL 7

Education, Training and Experience

The employee performs duties at a skill level that requires:

- a Bachelor Degree, normally with 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 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; and
- require understanding of holistic strategic planning and aptitude to implement projects; and
- require understanding of business, financial and industrial systems

Judgement and Problem Solving

The employee takes responsibility for outcomes and independently apply theoretical or policy knowledge to:

- modify and adapt techniques to develop innovative methodologies;
- research and analyse a situation and propose new responses or solutions; and/or
- take a leading role in the application of proven techniques involving considerable theoretical and technical sophistication.

Position Examples

Area/Zone Manager

Finance Manager

Human Resources Manager

Work Health & Safety Manager

Marketing Manager

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)

As at the 1 July 2017 the Cleaning Service Award 2010 (National training wage) Schedule E has been substituted by Schedule E of the Miscellaneous Award 2010. Provided that any reference to “this award” in Schedule E to the Miscellaneous Award 2010 is to be read as referring to the Cleaning Services Award 2010 and not the Miscellaneous Award 2010.

<https://www.fwc.gov.au/documents/awardsandorders/html/pr593817.htm>

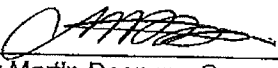
SCHEDULE F

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)

SIGNATORIES TO THIS AGREEMENT

Signed for and on behalf of CHARLES STURT CAMPUS SERVICES LIMITED


Mr Martin Dooner – General Manager
Address: Boorooma Street, Wagga Wagga NSW 2650

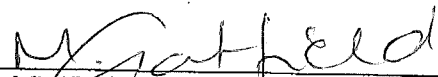
16.5.19
Date

The General Manager has the authority to sign the Enterprise Agreement by virtue of the Charles Sturt Campus Services Constitution

in the presence of

Shadhi Khalili Sulhah

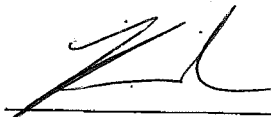
Signed for and on behalf of UNITED VOICE


Mel Giffield – United Voice Branch Secretary
Address: Level 1, 187 Thomas Street, Haymarket NSW 2000


17/5/19
Date

The NSW Branch Secretary has the authority to sign the Enterprise Agreement by virtue of the rules of United Voice

in the presence of


JULIE KORLEVSKA

Signed for and on behalf of CSCS EMPLOYEES


Trevor Wilson
Address: Boorooma Street, Wagga Wagga NSW 2650

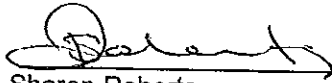
16-5-19
Date

This employee has the authority to sign the Enterprise Agreement by virtue of being an employee nominated representative

In the presence of

J. P. Ryan 16-5-2019

Signed for and on behalf of CSCS EMPLOYEES



Sharon Roberts

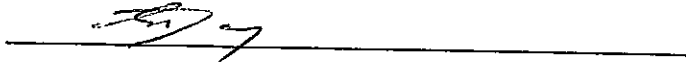
Address: Panorama Avenue, Bathurst NSW 2795

This employee has the authority to sign the Enterprise Agreement by virtue of being an employee nominated representative

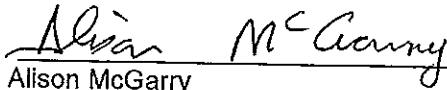
16.5.19

Date

in the presence of



Signed for and on behalf of CSCS EMPLOYEES



Alison McGarry

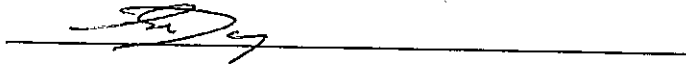
Address: Panorama Avenue, Bathurst NSW 2795

This employee has the authority to sign the Enterprise Agreement by virtue of being an employee nominated representative

16.5.19

Date

in the presence of



IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/284

Applicant:

Charles Sturt Campus Services

Undertaking- section 190

I, Martin Dooner, General Manager of Charles Sturt Campus Services Ltd give the following undertakings with respect to the Charles Sturt Campus Services Enterprise Agreement 2019 ("the Agreement"):

1. I have the authority given to me by Charles Sturt Campus Services Ltd to provide this undertaking in relation to this application before the Fair Work Commission.
2. **Clause 26.8** – Overtime Arrangements for Part time Clerical and Transport Workers - All time worked in excess of the agreed hours by clerical and transport employees will be paid at the appropriate overtime rates for part-time employees.
3. **Clause 27.2 (ii)** - Higher Duties Allowance will be paid for all hours worked at the higher level.
4. **Clause 24.2** - The minimum engagement for casual transport employees is four (4) hours and for casual clerical employees is three (3) hours.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Employer name: Charles Sturt Campus Services Ltd

Authority to sign: The General Manager has the authority to sign the Undertaking by virtue of the Charles Sturt Campus Services Constitution.

Signature:



Date: Thursday 16 May 2019