

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/301

TITLE: Students Representative Council of The University of Sydney (PACCT Staff) Enterprise Agreement 2006

I.R.C. NO: IRC6/2812

DATE APPROVED/COMMENCEMENT: 9 August 2006 / 9 August 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 17 November 2006

DATE TERMINATED:

NUMBER OF PAGES: 31

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all Professional, Administrative, Clerical, Computing and Technical staff (including casual staff) employed by University of Sydney Students' Representative Council located at Level 1, Wentworth Building GO1, University of Sydney NSW 2006, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

PARTIES: University of Sydney Students' Representative Council -&- the National Tertiary Education Industry Union

STUDENTS' REPRESENTATIVE COUNCIL UNIVERSITY OF SYDNEY ENTERPRISE AGREEMENT 2006

TITLE:

This Agreement shall be known as the Students Representative Council of The University of Sydney (PACCT Staff) Enterprise Agreement 2006

ARRANGEMENT

PART 1: GENERAL PROVISIONS

- 1.1 Commencement date and period of operation
- 1.2 Application
- 1.3 Awards
- 1.4 Definitions
- 1.5 Duress

PART 2: COMMUNICATIONS AND CONSULTATION

- 2.1 Staffing Committee
- 2.2 Appointments
- 2.3 Dispute Settling Procedures
- 2.4 Managing Change

PART 3: EMPLOYMENT RELATIONSHIPS AND RELATED ARRANGEMENT

- 3.1 Civil Liability
- 3.2 Annual Consultation
- 3.3 Certificate of Service
- 3.4 Provision of Agreement
- 3.5 Letter of Appointment
- 3.6 Ratification of Employment of Permanent Staff
- 3.7 Part-time Employees
- 3.8 Childcare
- 3.9 Redundancy
- 3.10 Grievance and Disciplinary Procedures
- 3.11 Conflict due to Confidential Casework

PART 4: WAGES AND RELATED MATTERS

- 4.1 Salaries
- 4.2 Mixed Functions – Higher Duties Allowance
- 4.3 Payment of Wages
- 4.4 Superannuation
- 4.5 Casual Employees
- 4.6 Notice of Resignation

PART 5: HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

- 5.1 Hours of Work
- 5.2 Breaks
- 5.3 Overtime

PART 6: LEAVE AND PUBLIC HOLIDAYS

- 6.1 Annual Leave
- 6.2 Sick Leave
- 6.3 Jury Service
- 6.4 Leave to Attend Arbitration Business
- 6.5 Long Service Leave
- 6.6 Parental Leave
- 6.7 Public Holidays
- 6.8 Trade Union Training Leave
- 6.9 Other Leave

- PART 7: TRAVEL**
7.1 Transfers
7.2 Travelling, Transport and Fares
- PART 8: TRAINING**
8.1 Study Leave
- PART 9: OCCUPATIONAL HEALTH AND SAFETY**
9.1 Workers Compensation Make-up Pay
- PART 10: UNION RELATED MATTERS**
10.1 Introduction
10.2 Union Notices
10.3 Union Membership
10.4 Meetings
- PART 11: ANTI-DISCRIMINATION**

Schedule 1: Rates of Pay - Permanent Staff and Casual Staff
Schedule 2: Classifications

PART 1: GENERAL PROVISIONS

1.1 COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement shall come into force on and from the date that it is certified by the Commission and shall operate for a period of three years.

1.2 APPLICATION

This Agreement shall be binding according to its terms on:

- 1.2.1 NTEU New South Wales;
- 1.2.2 The Students' Representative Council of the University of Sydney; and
- 1.2.3 all Professional, Administrative, Clerical, Computing and Technical staff (including casual staff) employed by the University of Sydney Students Representative Council.

1.3 AWARDS

This Agreement operates in conjunction with the Clerical and Administrative Employees (State) Award. In the event of any inconsistency between this Agreement and the Award, the terms of this Agreement shall prevail.

1.4 DEFINITIONS

In this Agreement, unless the context otherwise indicates or requires:

- 1.4.1 "Commission" means the NSW Industrial Relations Commission
- 1.4.2 "Employer" means the Students' Representative Council of The University of Sydney
- 1.4.3 "Employee" means a person employed by the Students' Representative Council of The University of Sydney
- 1.4.4 "SRC" and/or "Council" means the Students' Representative Council of The University of Sydney
- 1.4.5 "Union" means the NTEU New South Wales.

1.5 DURESS

This Agreement was not entered into under duress by any party to it.

PART 2: COMMUNICATION AND CONSULTATION

2.1 STAFF COMMITTEE

The SRC is a body that works in the interests of its members as students and members of the community and therefore recognises and supports the rights of staff employed by the SRC to work for their rights and common interests. The SRC therefore recognises and endorses the principles of industrial democracy and collective management:

- (a) A staff committee shall be established as a standing committee of the SRC which shall comprise all appointed permanent staff of the SRC.
- (b) The staff committee shall consider any matters concerning the conditions of work and matters of interest to permanent staff of the SRC.
- (c) The staff committee shall report to the SRC on procedures established for the efficient running of the office(s).
- (d) An appropriate member of staff selected by the staff committee shall be automatically included in any committee established to employ new staff of the SRC; each member of said committee shall have full voting rights.
- (e) Provision shall be made for a staff committee meeting of two hours once each month.

2.2 APPOINTMENTS

A representative, chosen by staff, shall be a member of each selection committee established to interview and recommend the appointment of any employed staff. The selection committee shall determine the salary rate, based on the level payable under this Agreement, for the position and taking into account the applicant's previous relevant service in determining an appropriate service allowance.

2.2.1 The SRC will not enter into an Australian Workplace Agreement with any existing or new staff member.

2.2.3 All permanent staff employed by the Council shall be classified as follows:

Administration Assistant	Level 5
Administration Officer Bursary & Assistance Fund	Level 5
Administration Manager	Level 8
Bookshop Assistant	Level 5
Bookshop Manager	Level 6
Publications Managers	Level 6
Payroll Officer	Level 6
Secretary to Council	Level 5
Staff handling casework and/or research	Level 6

All permanent staff shall be paid in accordance with the rates in Schedule 1 of this agreement.

2.2.4 Classification

All positions will be classified in accordance with the classification descriptors set out in Schedule 2.

2.3 DISPUTE SETTLING PROCEDURES

Any grievance or industrial dispute, shall be dealt with in the following manner:

- 2.3.1 In the first instance, the employee(s) shall attempt to resolve the grievance with the immediate supervisor and shall be entitled to have a union representative present if the employee so desires.
- 2.3.2 If the matter cannot be resolved, the employee may notify a duly authorised representative who may take the matter up with the employer, and a meeting shall be arranged.

- 2.3.3 If the matter remains unresolved either party to the grievance or dispute, including their representative, may refer the dispute for conciliation and/or arbitration by the NSW Industrial Relations Commission.
- 2.3.4 The parties to the dispute agree to be bound by any decision, order or recommendation of the Commission.
- 2.3.5 Until the procedures above have been completed, work shall continue in the normal manner; no industrial action shall be taken by the employer or by employees; and the employer and employees shall not change work, staffing or the organisation of work, if such is the subject of the dispute, or take other action likely to exacerbate the dispute.

2.4 MANAGING CHANGE

- 2.4.1 The parties to this agreement acknowledge that sound management of workplace change requires the involvement of the people who shall be directly affected by the change.
- 2.4.2 All affected employees shall be consulted in accordance with this clause in relation to any proposed organisational change.
- 2.4.3 All affected employees and the union consulted under this clause must be given sufficient information in relation to the proposed organisational change to allow effective consultation about the likely impact on the employees.
- 2.4.4 In accordance with this clause, proposed organisational change is the subject of negotiation with the union.
- 2.4.5 Any proposed organisational change will not be effectively implemented until such time as the negotiations have been finalised with the union, in accordance with this clause.
- 2.4.6 The organisational change referred to in this clause includes:
- (i) changing work practices;
 - (ii) introducing significant technological change; and
 - (iii) relocating employees to another area of the Students' Association.
- 2.4.7 Employees are affected by organisational change where the proposed change is likely to have a significant impact on the employee's work practices, working conditions or employment prospects.
- 2.4.8 The Students' Association shall initially discuss the aims/reasons/goals and any proposed means for examining workplace change with affected staff and the union. These discussions shall be wide ranging and shall include employees likely to be directly affected.
- 2.4.9 Negotiation under this clause on any proposed organisational change will take place through a joint union/Students' Association Consultative Committee.
- 2.4.10 Such shall have even numbers of numbers of employer and union members, and union members may invite a union representative to sit on the Committee.
- 2.4.11 Where either party considers that proposal for organisational change would, if adopted:
- (i) increase the proportion of work undertaken by employees;
 - (ii) involve the contracting out of work usually performed by employees;
 - (iii) increase average annual workloads; or
 - (iv) reduce the proportion of employees who are women, or from non- English speaking backgrounds, or from Aboriginal or Torres Strait Islander backgrounds;
- the appropriate joint union/Students' Representative Council Consultative Committee must agree that such change is in the interests of the Students' Association and its employees, and is not in breach of any applicable law, before that proposed organisational change is implemented.
- 2.4.12 Where agreement under this clause cannot be reached, either party may refer the matter to the dispute resolution processes of this agreement.

**PART 3: EMPLOYER AND EMPLOYEE DUTIES,
EMPLOYMENT RELATIONSHIPS AND RELATED MATTERS**

3.1 CIVIL LIABILITY

The employer shall indemnify any employee against any civil action taken against any employee in respect of any action taken in the ordinary course of his/her employment except where the employee was acting recklessly, negligently or without authority and not in accordance with the law.

3.2 ANNUAL CONSULTATION

- (a) During August-September of each year, each staff member will have an annual consultation. The Administration Manager will inform both the Executive and the staff member and provide both with the relevant duty statement.
- (b) Staff members shall be advised of the meetings of the Executive and invited to attend on an agreed date. If the staff member is employed on an amalgamated campus, the President (or nominee) of the relevant campus student organisation will also be requested to attend. If the staff member wishes, he/she may ask any other person of her/his choice to be present as support at the Executive meeting.
- (c) The purpose of the consultation is to provide for discussion between individual staff members and the Executive about the nature of their job. The staff member may propose amendments to the duty statement which reflect work currently being done.
- (d) Following the meeting, any amendments to the duty statement, which have been agreed to by both parties are to be signed and dated by the staff member and the President.
- (e) All discussion between the staff member and the Executive is to be in camera. A member of the Executive is to be appointed to take notes of the meeting. Such notes must be signed by both the President and the staff member to indicate that they are an accurate record of discussion; they will then be kept in the staff member's confidential file.
- (f) A staff member shall have access to his/her confidential file at any time upon request to the Administration Manager. The only other people with access to this file are the Administration Manager and the President. The confidential file may be referred to when preparing a reference for a departing staff member.
- (g) Since notes of previous discussions with the Executive are available only to the staff member, the President and the Administration Manager, they may not be referred to a new Executive except with the consent of the staff member.
- (h) The procedure for annual consultation shall not preclude discussion between staff members and the Executive about their job at any other time - it is proposed merely to ensure that staff meet with the Executive at least once during each Council's term of office.

3.3 CERTIFICATE OF SERVICE

Upon termination of employment for any reason whatsoever, the employer shall furnish the employee with a certificate of service in the following form:

- (i) Employee's Name: _____
- (ii) Period of Employment: _____
- (iii) Title of Position: _____
- (iv) Salary Scale: _____
- (v) Nature of Work: _____
- (vi) Name of Employing Body: _____

SIGNED: _____

DATE: _____

OFFICER-IN-CHARGE

STAMP OF EMPLOYER:

3.4 PROVISION OF AGREEMENT

A copy of this Agreement shall be provided to each employee, and to members of Council on request.

3.5 LETTER OF APPOINTMENT

- (a) Following appointment of an employee, and verbal acceptance of the position, a new employee shall be given a Letter of Appointment which shall state: the position to which the employee is appointed; commencing salary; commencement date; hours of work; details of probationary period, appropriate duty statement. The new employee shall be given a copy of this Agreement.
- (b) For persons employed on a fixed term contract in accordance with clause 4.5.8, the letter of appointment shall also specify the period of appointment. In the absence of a specified period of appointment, appointments are ongoing.

3.6 RATIFICATION OF EMPLOYMENT OF PERMANENT STAFF

On commencement of employment, an employee shall be given a three-month probation period. All entitlements of this Agreement shall apply during this period and any grievance and disciplinary matters shall be dealt within accordance with clause 3.10 below.

- (a) On commencement of employment (probation period) the staff member shall be given a copy of this Agreement.
- (b) The Administration Manager shall inform both the employee and the Executive when the probation period is close to expiration.
- (c) Two weeks prior to the end of the three month probation period, the staff member shall be scheduled to attend the next Executive meeting.
- (d) When staff who are employed at branch offices are invited to attend the Executive Meeting, the President (or her/his nominee) of the relevant student organisation shall also be invited to attend the Executive meeting.
- (e) At the Executive meeting, both parties shall discuss and clarify if necessary the conditions of work and the Duty Statement. The Executive shall make a recommendation to Council on ratification of permanent employment.
- (f) Should the Executive recommend ratification of permanent employment, then following adoption of the recommendation the Agreement and duty statement shall be signed, in duplicate, by both the staff member and the President. One copy shall be given to the staff member, the other retained in the staff member's confidential file.
- (g) Should the Executive recommend that permanent employment not be ratified, it shall give at least 14 days written notice of such recommendation to all members of Council and the employee. Such notice shall specify time, date and place of the meeting at which the recommendation is to be considered, and full details of any complaints or issues to be considered in connection with the recommendation. The employee shall be entitled to attend the entire meeting accompanied by a representative of the NTEU; both the employee and the union representative shall be entitled to speak in regard to the recommendation.
- (h) Following ratification and signing of the Agreement, the staff member shall be invited to join the NTEU. The employer shall pay Union fees monthly on behalf of each permanent employee who is a member of the NTEU; the employee shall reimburse the SRC by payroll deduction on a fortnightly basis.

- (i) All discussion regarding employment between staff member and Executive will be held in camera.

3.7 PART-TIME EMPLOYEES

- (a) All conditions of this Agreement shall apply pro-rata to permanent part-time employees. Employment conditions for part-time employees shall include a minimum average working week of 12 hours.
- (b) Where part time employees perform additional hours on an ongoing basis then that employee may, at the employee's discretion, become a full time employee in that position.
- (c) For the purposes of clause 3.7 (b) above, additional hours on an ongoing basis shall be taken to mean at least three months of regular additional hours.

3.8 CHILD CARE

- (a) A full-time or permanent part-time employee who has responsibility for a child may, in emergency or abnormal working situations, bring that child to work provided this does not conflict with the performance of the employee's duties.
- (b) Where an employee is required to work outside normal working hours, s/he shall be reimbursed for the full cost of child-care arrangements.

The above shall not be used as a basis for unfavourable discrimination in employing persons requiring child care.

3.9 REDUNDANCY

3.9.1. Definitions

- (a) 'Redundant position' means a position that is identified as surplus to the needs of the Council as a result of the permanent termination of the function/s formerly performed. Such redundancy would be consequent upon:
 - i) financial constraints leading to re-arrangement of functions and classifications;
 - ii) duties usually performed by the employee not being required to be performed either in the current position or elsewhere in the SRC;
 - iii) technological change and development, restructuring and/or permanent organisational change.
- (b) 'Redeployment' means the relocation by the Executive of an employee whose position has been declared to be redundant and who is able to be redeployed into an appropriate position.
- (c) 'Retrenchment' means the termination of employment of an employee whose position has been declared redundant and who is unable to be redeployed into an appropriate position.

3.9.2 Consultation Process

Where the Executive considers that a position or positions could become redundant, it shall, over a minimum one-month period, consult with the Staff Committee and the NTEU, in accordance with the Managing Change provisions of Clause 2.4 of this agreement.

3.9.3 Recommendation to Executive

At least seven days notice shall be given to Executive of any recommendation to be put to an Executive meeting that a position/s be declared redundant. Such recommendation must be supported by a written report which identifies the grounds and reasons by which the recommendation is made and any proposals considered to mitigate the effects of the redundancy.

3.9.4 Voluntary Redundancy

Where the Executive has, after compliance with 3.9.2 and 3.9.3 above, declared that a position/s will become redundant, it shall empower the Executive to offer a voluntary redundancy package. Such offer shall specify the period of notice, the effective date of termination and the terms of the voluntary redundancy package. Employees may seek the advice or representation of the NTEU in negotiating the terms of the voluntary redundancy package.

3.9.5 Redeployment

Where a position/s has been declared redundant and the employees concerned do not wish to take voluntary redundancy or to be retrenched, the SRC will take all reasonable steps and make a genuine effort to redeploy the employees into a suitable position. Such redeployment may involve retraining and the employees, the Staff Committee and the NTEU shall be consulted over the suitability and implementation of any available redeployment opportunities.

3.9.6 Notice of termination

In the event that redeployment is not feasible and an employee does not accept voluntary redundancy for a position which has been declared redundant, the Executive shall grant the employee four weeks notice of termination of employment (plus one week for employees over the age of forty-five (45) years of age), or four weeks (plus one week for employees over the age of forty-five (45) years of age) payment in lieu of notice.

3.9.7 Retrenchment

Subject to compliance with 3.9.4 and 3.9.5 above, the employee may be retrenched at the end of the period of notice as per 3.9.6 above. An employee may terminate their employment during the period of notice and, if so, shall be entitled to payment in lieu of the remaining notice period, plus all other entitlements as listed. Employees must give at least two weeks notice of such intention.

3.9.8 Time off to seek other employment

During the period of notice as per 3.9.6 above, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.

3.9.9 Entitlements.

An employee who has been retrenched shall be entitled to payment of all outstanding annual leave with the loading as prescribed in clause 6.1, plus pro rata long service leave for employees with at least three years service at the rate of 13 weeks for every ten years service, plus six weeks pay at full salary, plus four weeks pay for every twelve months of completed service or part thereof.

The entire period of notice shall be counted for the purposes of calculating all entitlements identified in this subclause.

3.9.10 Preference

Subject to provisions of this Agreement, an employee who is retrenched shall have preference for future positions with the SRC.

3.9.11 Transmission of Business

Where part or all of the business of the SRC is transmitted to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the SRC becomes an employee of the transmittee:

- (a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (b) the period of employment which the employee has had with the SRC shall be deemed to be service of the employee with the transmittee.

3.10 GRIEVANCE AND DISCIPLINARY PROCEDURES

The objective of the following procedures shall be to promote the equitable resolution of disputes by measures based on consultation, co-operation and discussion and to avoid interruption to the performance of work.

A grievance is a complaint made by an employee about his or her workplace, or another employee, or a decision affecting his or her employment.

This clause does not cover industrial disputes (see Clause 2.3 Dispute Settling Procedures) or grievances between students and employees.

If a complaint which may be dealt with under Clause 2.3 Dispute Settling Procedures, has been dealt with in good faith as if it were a grievance, either the SRC or the Union may choose at any time to deal with the

complaint as an industrial dispute. If the SRC or the Union chooses to deal with the matter as an industrial dispute the procedures of the Dispute Settling Procedures must be followed.

3.10.1 Principles of Grievance Settlement

- (a) The SRC is responsible for trying to prevent problems and for settling grievances in the workplace.
- (b) Most grievances can be settled informally in the workplace.
- (c) An employee who has a grievance about another employee should try to settle the grievance directly with the other employee.
- (d) When an employee reports a grievance it must be taken seriously and the employee must be treated fairly.
- (e) If a decision which affects the employment of an employee is the subject of the grievance, the SRC will not implement the decision until this procedure has been followed or until the grievance is settled.
- (f) An employee may suggest an outcome which he or she believes would settle the grievance.
- (g) At any time while trying to settle the grievance, an employee may consult with anyone he or she chooses, including his or her Union representative.
- (h) At any time while trying to settle the grievance, an employee may have anyone he or she chooses present, including his or her Union representative but not a solicitor or a barrister.
- (i) All employees involved in a grievance must be treated equitably.
- (j) Anyone trying to settle a grievance must do so as quickly as possible.
- (k) Confidentiality should be maintained.
- (l) Freedom of information and privacy principles and privacy requirements and legislation must be followed.

3.10.1.1 During the grievance procedure there must be no industrial action by any party about the grievance being settled.

3.10.1.2 An employee who has concerns about the safety of the workplace should immediately contact the Chair of the Occupational Health and Safety (OH&S) Committee and refer to the SRC's OH&S policies.

3.10.1.3 Following the grievance procedure does not restrict the rights and obligations of the SRC, the Union or the individual employee under statutory provisions.

3.10.1.4 Whilst the parties are attempting to resolve the grievance, all discussions and correspondence in relation to those attempts to settle the matter are 'without prejudice' and in confidence, unless specifically agreed by all parties to be otherwise. This does not preclude any party holding discussions with the staff concerned.

3.10.1.5 Procedures for settling grievances:

- (a) If an employee cannot settle a grievance himself or herself, he or she may refer the grievance to the SRC President.
- (b) The President will investigate and try to settle the grievance within five working days.
- (c) When an employee has a grievance about the President he or she may refer the grievance to the Executive. The Executive will investigate and try to settle the grievance within five working days. The President will absent himself or herself from the Executive's role in grievance settling procedures until the grievance is resolved. Where an employee has a grievance with the President, the employee can request that when they address the Executive, the President is absent during that session. In this scenario, an alternative Chair is selected and this Chair is responsible for coordinating the grievance.

- (d) If an employee involved in the grievance does not agree with the settlement, he or she may refer the grievance to the Executive. If the grievance involves a member of Executive, the student representative will absent himself or herself from the Executive's role in grievance settling procedures until the grievance is resolved. Where an employee has a grievance with a member of Executive, the employee can request that when they address the Executive, this member is absent during that session.
- (e) Another attempt at settling the grievance will take place at this level, usually within five working days.
- (f) If an employee involved in the grievance does not agree with the settlement, he or she may approach The University of Sydney Staff and Student Equal Opportunity Unit to ask if the grievance may be referred; and/or he or she may refer the grievance to the relevant statutory authorities external to the SRC, provided the employee would have had access to the statutory authority independent of this procedure.
- (g) If requested by any person involved in the grievance, the settlement may be recorded (subject to any necessary ratification).

3.10.2 Disciplinary Procedure

Definitions in this clause:

- (i) 'Unsatisfactory performance' shall mean and refer to a situation where it has been established that an employee has consistently failed to meet over a reasonable period the standard of performance expected for the position occupied.
- (ii) 'Misconduct' means conduct by an employee which is unsatisfactory and/or unacceptable, and may include conduct that constitutes a breach of the University of Sydney's Code of Conduct and the NTEU Code of Ethics or relevant SRC policy.
- (iii) 'Serious Misconduct' means misconduct that constitutes:
 - (a) serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out their duties; or
 - (b) a serious dereliction of duties; or
 - (c) conviction by a court of an offence that constitutes a serious impediment of the kind referred to in a above, and may include theft, fraud, assault, serious harassment (including sexual harassment); and repeated or persistent instances of Misconduct which have been the subject of previous Determinations in accordance with this clause.
- (iv) 'Panel of Chairpersons' means a panel of peoples who can be approached to Chair a convened Disciplinary Committee. The SRC and the NTEU will each nominate two members of the staff of the University of Sydney to be appointed to a panel of independent Chairs. These nominees cannot be members of the SRC or employees of the SRC or members of the NTEU Executive or Branch Committee. The nominees called upon to act as a Chair will alternate between the NTEU and SRC nominees. If a nominee is not available when contacted the next nominee will be contacted. Nominations are submitted in March of each year.

3.10.2.1 Unsatisfactory Performance and Misconduct Investigation

- (a) When an allegation of unsatisfactory performance and/or misconduct is taken to the President, the President should undertake an investigation in order to ascertain whether the allegation is substantiated.
- (b) Investigation procedure:
 - (i) clearly identify the nature of the allegation, whether it is unsatisfactory performance or misconduct;
 - (ii) inform the employee of the allegation;
 - (iii) meet with the employee to discuss the allegation, allowing the employee to be accompanied by a person of his or her choice. The accompanying person must not be a currently practicing solicitor or barrister;
 - (iv) consult with colleagues in the department and other employees if appropriate;
 - (v) complete the investigation and write a report within 5 working days of the allegation being taken to the President. This timeframe may be extended upon agreement by both parties. A copy of the report will be given to the employee.

- (c) Where the President is of the view that the performance of an employee is unsatisfactory:
 - (i) the President will first counsel the employee on the nature of the improvement required and the time within which reasonable improvement can be expected;
 - (ii) if the President believes it appropriate, he or she will direct the employee to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance;
 - (iii) every effort will be taken to resolve instances of unsatisfactory performance through guidance, counselling and appropriate staff development, or appropriate work allocation; before taking other disciplinary action; namely a written warning (including, where appropriate, a final warning) or termination of employment.
 - (iv) where the President is of the view that an employee has engaged in misconduct, where it is appropriate to do so, the President should seek to resolve such instances through guidance, counselling, informal warning, mediation or another appropriate form of dispute resolution before taking other disciplinary action; namely a written warning (including, where appropriate, a final warning) or termination of employment.
 - (v) a record of the counsel given will be kept on the employee's confidential personnel file and a copy supplied to the employee concerned.
 - (vi) a decision to terminate the employee's employment can only be made by the Executive upon recommendation.

3.10.2.2 Disciplinary Committee

- (a) The Disciplinary Committee may be convened:
 - (i) Where the President believes that disciplinary action has not produced the desired improvements in performance.
 - (ii) Where an employee has received a written warning from the President and disagrees with any subsequent action or decision of the President on this matter.
- (b) If the President or employee convenes the committee, the President will provide the employee with a copy of a report. Such a report will state clearly the aspects of performance seen as unsatisfactory and record the attempts to remedy the problem. The employee will be entitled to a period of five working days within which to submit to the Disciplinary Committee a written response to the President's report. This timeframe may be extended subject to approval by both parties.

3.10.2.2.1 Establishment of a Disciplinary Committee

- (a) The Disciplinary Committee will be comprised of one nominee of the Executive, a nominee of the Union and a Chairperson from a panel of agreed Chairpersons.
- (b) The panel of agreed Chairpersons may be altered by agreement of the Executive and the Union.
- (c) In selecting a Chairperson from the list of agreed Chairpersons to consider a particular application for a review, the Executive will consult with the Union.

3.10.2.2.2 Disciplinary Committee terms of reference:

- (a) Upon receipt of the President's report and any written response from the employee, the Disciplinary Committee will first satisfy themselves that
 - (i) there is sufficient evidence to support the need for further action in unsatisfactory performance, misconduct or serious misconduct;
 - (ii) the procedures of this clause have been followed; and/or
 - (iii) appropriate steps have been taken to bring the unsatisfactory nature of performance to the employee's attention;
 - (iv) an adequate opportunity to respond was given; and
 - (v) a reasonable opportunity has been afforded to remedy the performance problem.
- (b) The Disciplinary Committee may then decide to:
 - (i) take no further action; or
 - (ii) refer the matter back to the President to ensure that the steps referred to in sub-clause 6 are complied with; or

(iii) investigate the allegation further, according to Clause 3.10.2.2.3

3.10.2.2.3 Disciplinary Committee procedures

If the Disciplinary Committee decides to investigate the matter further it will conduct its proceedings in accordance with the principles of natural justice and will:

- (a) provide the employee with an adequate opportunity to put his or her case, including through the presentation of evidence and/or submissions;
- (b) take into account such further materials and/or interview any person that it believes appropriate;
- (c) allow the employee and/or the President, if they so wish, to be assisted or represented by an agent of their choice, who may be an employee of the SRC (subject to the agent's willingness to serve in this capacity) or an officer or employee of the Union. The agent must not be a currently practicing solicitor or barrister;
- (d) ensure that opportunity is made available for the employee (and/or agent) and the President (and/or agent) to:
 - (i) see and/or hear all evidence to be considered by the Committee;
 - (ii) comment upon any evidence considered by the Committee.
- (e) keep a record of its proceedings and make such record available to the employee or the Executive on request.

3.10.2.2.4 Disciplinary Committee decisions

- (a) Following an investigation by the Disciplinary Committee, the Committee may then decide to:
 - (i) take no further action; or
 - (ii) refer the matter back to the President to ensure that the steps referred to in sub-clause 6 are complied with; or
 - (iii) recommend to the SRC Executive that it takes the appropriate disciplinary action from the following courses of action:
 - give the employee a further written warning (including, where appropriate, a final warning); or
 - terminate the employee's employment.
- (b) A decision to terminate the employee's employment can only be made by the Executive upon recommendation.
- (c) The Executive will advise the employee in writing of any decision made in accordance with this clause and such a decision will take effect no earlier than five working days from the date of the Executive's written advice.
- (d) Nothing in this clause will be construed as excluding the jurisdiction of any external court, tribunal or the NSW Industrial Relations Commission which, but for this sub-clause, would be competent to deal with the matter.

3.10.2.2.5 Disciplinary Committee time-line

- (a) The Disciplinary Committee will be convened within 5 working days of the matter being referred to the Chair and should complete its deliberations and submit its report to the Executive within 5 working days.
- (b) Subject to an application from the Chair, the Executive may grant an extension of time.

3.10.2.3 Circumstances Of Suspension

- (a) Any time after the President has received notice of alleged Misconduct, the President may suspend the employee with pay, pending resolution of the alleged Misconduct and exclude the employee from the

SRC, if there is a possibility of a serious and imminent risk to another person or to the SRC's property arising out of the alleged Misconduct.

- (b) If the employee is excluded from the SRC, he or she will be permitted reasonable access to the SRC for the preparation of their case and to collect personal property.

3.10.2.4 Investigation Principles

The following principles apply to any Investigation conducted under this clause:

(a) Timeliness

The SRC will conduct all Misconduct Investigations as quickly as possible, subject to the need to conduct a careful and comprehensive inquiry in accordance with procedural fairness. Except in exceptional circumstances, the SRC will observe and enforce timelines prescribed in this clause.

(b) Confidentiality

The SRC and the employee will handle allegations of misconduct and unsatisfactory performance confidentially to the extent that the law allows and requires. Information regarding alleged Misconduct will be strictly limited to persons who have a reasonable need to know. This will not prevent the employee or the President from disclosing the alleged Misconduct, or aspects of it, in order to obtain evidence or advice relating to it.

(c) Procedural Fairness

The SRC will conduct all Misconduct Investigations in accordance with the principles of procedural fairness, including the right of the employee to:

- (i) be informed of the allegations against them in sufficient detail to enable the employee to understand the precise nature of the allegations and to properly consider and respond;
- (ii) have a reasonable opportunity to respond to the allegations against them;
- (iii) be informed of the Disciplinary Committee terms of reference and procedures;
- (iv) impartiality in any investigation process; and
- (v) an absence of bias in any decision-maker.

(d) Victimisation

The SRC will take all reasonable steps to prevent persons with information relevant to an Investigation from suffering victimisation as a consequence of their involvement in the Investigation.

3.10.2.5 Notice of Dismissal

- (a) Where, in accordance with sub-clause 3.10.2.1 or 3.10.2.2.4, the Executive has determined to dismiss the employee, 4 weeks notice of payment in lieu thereof will be made (plus one week for employees over the age of forty five (45) years of age).
- (b) Payment instead of notice will be made if the SRC does not require the employee to work out the notice period. Where the employee is only required to work part of the notice period, the SRC will pay out the remainder of the notice period.
- (c) Any payments in lieu of notice will be based on the employee's salary as at the date of cessation of employment.

3.11 CONFLICT DUE TO CONFIDENTIAL CASEWORK

3.11.1 All casework undertaken by an employee shall be confidential between the employee and the client.

3.11.2 The employer shall not have access to case file without the express consent of the client.

3.11.3 A conflict between the employee and the employer over access to case files shall not be regarded as adequate cause for discipline or dismissal.

3.11.4 All personal emails and personal computer files are the property of the employee and shall not be accessible by any other person.

- 3.11.5 For the purposes of 3.11.4 above, personal emails and personal computer files does not include material relating to case work carried out in the course of employment.

PART 4: WAGES AND RELATED MATTERS

4.1 SALARIES

- 4.1.1 Salaries and associated service allowances will be increased annually on November 1 at the rate of Sydney CPI.
- 4.1.2 On the anniversary of appointment staff will automatically progress to the next year's salary point, as per schedule 1 for the first six (6) years of service.
- 4.1.3 Any staff member currently on a step beyond six (6) as of the date of certification of this agreement, maintains that salary step and will continue to receive salary increases as outlined in clause 4.1.1.

4.2 MIXED FUNCTIONS - HIGHER DUTIES ALLOWANCE

- 4.2.1 An employee required to perform duties normally paid at a higher wage scale over a period exceeding two working days shall be appointed to Higher Duties for that period. The appointment shall apply whether an employee is acting in an existing position or temporarily undertaking duties normally associated with a higher level job description.
- 4.2.2 While appointed to Higher Duties the employee shall be paid a Higher Duties Allowance, for the whole period.
- 4.2.3 In accordance with Clause 4.2.6 a higher duties allowance shall be calculated according to the proportion of duties and responsibilities taken by the relieving employee. The allowance shall be the relevant proportion of the difference between the relieving employees normal base rate of pay and that normally paid for the higher position.
- 4.2.4 While a person is appointed to Higher Duties, the Higher Duties Allowance shall be considered a part of their wage for all purposes of this agreement.
- 4.2.5 Overtime worked during the period of higher duties shall be paid at the Higher Duties rate and in accordance with Part 5 of this agreement.
- 4.2.6 All Higher Duties appointments shall be made in consultation with the Staff Committee and authorised in advance by the Executive. The proportion of duties and responsibilities to be taken by the relieving employee for the purposes of Clause 4.2.3, shall be determined in advance by the Executive in consultation with the Staff Committee and the relevant staff members.
- 4.2.7 Where any Higher Duties period is expected to exceed 5 weeks, arrangements may be made for the duties of the employee acting in the Higher Duties position to be relieved.

4.3 PAYMENT OF WAGES

- 4.3.1 Salaries shall be paid either fortnightly or monthly, according to the employee's preference, by direct credit not later than the Thursday following the end of the fortnightly pay period or in the case of monthly pays, by the 15th day of the calendar month. On the pay days the employer shall state to each employee in writing the gross fortnightly or monthly salary to which s/he is entitled, the amount of deductions made therefrom, and the net amount to be paid.
- 4.3.2 The SRC will keep adequate funds in reserve to cover all accumulated staff entitlements including leave and redundancy payments.

4.4 SUPERANNUATION

- 4.4.1 All employees of the Council shall have an amount equivalent to 11.5% of their gross salary paid into a Superannuation Fund of their choice, on a monthly basis.

- 4.4.2 The Council will match additional voluntary contributions of 1% or less of an employee's salary.
- 4.4.3 Each employee shall have their own Policy which shall be fully portable and transferable should the employee cease to work for the Council.
- 4.4.4 All monies paid into any employee's Superannuation Policy shall become the property of the said employee, subject to the Superannuation Fund's conditions.

4.5 CASUAL EMPLOYEES

- 4.5.1 The Council may employ casual employees to temporarily replace permanent members of staff or as required from time to time.
- 4.5.2 Casual employees shall be classified as follows:

LEVEL 3:

Casual employees who are employed to replace any permanent member of staff and any person employed on a casual basis from time to time at the date of certification of this agreement. These employees will be paid at the level corresponding to the permanent position they are back-filling.

LEVEL 2:

Casual employees employed to perform work in the SRC bookshop.

LEVEL 1

Any other casual employee.

- 4.5.3 All casual rates of pay shall be increased annually in accordance with Sydney CPI.
- 4.5.4 The parties agree to jointly review the regulation of salary and conditions of casual employees. This joint review is to occur during the life of this agreement.
- 4.5.5 No employee covered by this agreement shall receive any payment or condition lower than that which they would be entitled to under any industrial award which applies to their employment.
- 4.5.6 Casual employees shall be paid for a minimum of 3 hours per callout.
- 4.5.7 Where a casual employee has been employed for more than three months in the same position, the position and the employee shall, at the employee's discretion, be converted to permanent part-time.
- 4.5.8 Fixed term contract staff shall only be employed to undertake short term projects of limited duration or to replace staff on leave. No fixed term staff shall be employed without the agreement of the NTEU.
- 4.5.9 The SRC will not contract out any work undertaken by SRC staff without the agreement of the NTEU.

4.6 NOTICE OF RESIGNATION

Employees shall be required to provide four weeks notice of resignation.

PART 5: HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

5.1 HOURS OF WORK

- 5.1.1 The ordinary hours of work shall not exceed 35 hours per week worked between 9 am and 5 pm provided that if more than 8 hours are worked in any one day then overtime rates shall apply; except where the employer and the employees by agreement introduce a flexible time arrangement.
- 5.1.2 A period of not more than one hour shall be allowed to employees each day for mid-day meals. Such break shall be unpaid.
- 5.1.3 No employee shall be required to work more than 4 hours continuously without a meal break.

5.1.4 The main office of the employer shall be staffed continuously between the hours of 9 am to 5 pm Monday to Friday where the employer directs that it shall be, except during University vacation time when it shall be staffed for a minimum of 35 hours per week.

5.1.5 Provided that, notwithstanding clause 5.1.4 above, if an employee on duty in that office considers that to keep the office open would put her/him in risk of personal injury, she/he is entitled to close the office without loss of pay.

5.2 BREAKS

An employee who works 7 hours in any one day shall be entitled to two breaks of 20 minutes per day and these periods shall be counted as time worked. Other workers will be entitled to these breaks on a pro rata basis.

5.3 OVERTIME

5.3.1 Staff who are required to work overtime shall receive payment or time off in lieu at the following rates:

- (a) for overtime worked Monday to Friday inclusive, time-and-one-half shall be paid for the first two hours and double time thereafter.

An employee who is required to return to work after normal working hours Monday-Friday shall receive a minimum payment of two hours pay at appropriate rates.

- (b) for overtime worked on Saturdays or Sundays double-time shall be paid, with a minimum payment of 4 hours' pay at appropriate overtime rates.
- (c) for overtime worked on public holidays, double-time-and-one-half shall be paid, with a minimum payments of 4 hours' pay at appropriate overtime rates.
- (d) if the employee is unable to take time off in lieu within three months the overtime shall be paid.

5.3.2 Full time employees (ie. those employed to work 70 hours per fortnight) shall be paid overtime in accordance with 5.3.1 (a)-(d) above for hours worked in excess of 70 hours per fortnight.

5.3.3 Part-time employees with fixed hours of work shall be paid overtime rates in accordance with 5.3.1(a)(d) above for overtime worked in excess of their normal hours over a fortnight period, except where the Council made the request that the employee perform extra hours seven days or more prior to the work being performed.

5.3.4 Part-time employees whose hours of work are not fixed shall be paid overtime rates in accordance with 5.3.1(a)-(d) above, except that the overtime rate in 5.3.1(a) shall apply to overtime worked in excess of 8 hours in any 24 hours period.

Where a staff member is required to work after 6 pm or to attend conferences away from Sydney, a meal allowance shall be paid. Such allowance shall be:

Breakfast - \$12,
Lunch - \$15,
Dinner - \$25.

These rates will be increased on November 1 each year, in line with rises in the Sydney CPI.

PART 6: LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

6.1 ANNUAL LEAVE

- (a) Employees shall be entitled to annual leave on full pay with an additional loading of 25% for a period equal to five consecutive working weeks for each continuous 12 month service. The leave loading is to be paid pro rata at the time of taking leave.

- (b) An employee's entitlement to annual leave shall accrue at the rate of two-and-one-twelfth days per month, commencing from the date of appointment. An employee shall not be entitled to take annual leave during the first three months of employment.
- (c) The annual leave provided for in this clause shall be allowed and shall be taken, provided that such annual leave may be deferred by mutual agreement in writing between employer and employee. Such deferred annual leave may only be accrued up to a maximum equivalent to the annual leave accrual for two years.
- (d) An employee before going on leave shall be paid in advance for the period of such leave if the employee requests.
- (e) At the termination of employment for whatever reason, an employee shall be paid pro rata for all untaken leave the right to which has accrued under sub-clause (b) and (c), and receive a loading of 25% on all monies paid in lieu of such leave.

6.2 SICK LEAVE

- (a) An employee shall be entitled to be absent without loss of pay on account of personal ill health or injury, or that of a dependent in the employee's care, for a period up to and including a total of 30 working days in each 12 months of service. Proof of such illness or injury shall be furnished after 3 consecutive days' absence from normal duties, or 15 single days absence in any 12 months period of employment, by way of a medical certificate or statutory declaration or by other means satisfactory to the employer.
- (b) Leave allowable under clause 6.2(a) that has not been taken by the employee shall be allowed to accumulate.
- (c) All workers are entitled to a further 12 days leave per annum in relation to stress. Stress leave shall include but is not limited to menstrual stress. Stress leave may be applied for in the same manner as sick leave, it shall not accumulate and is not available where special leave or sick leave is available.
- (d) An employee may take unpaid carer's leave by agreement with the employer.
- (e) The employer shall not terminate the services of an employee during the currency of any period of sick leave with the object of avoiding his/her obligations under this clause.

6.3 JURY SERVICE

- (a) An employee required to attend for jury service during his/her ordinary working hours shall continue to be paid by the employer. Any payment received by the employee for such jury duty shall be paid to the employer.
- (b) An employee shall notify his/her employer as soon as possible of the date upon which (s)he is required to attend for jury service. Further, the employee shall give his/her employer proof of attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

6.4 LEAVE TO ATTEND ARBITRATION BUSINESS

Special leave with pay for up to two employees shall be granted in respect of a proceeding before the NSW Industrial Relations Commission or any other relevant State tribunal. Additional leave without pay shall be granted when required to enable preparation of a case.

6.5 LONG SERVICE LEAVE

All permanent full-time employees of the Council shall be eligible for Long Service Leave as follows:

- (a) After ten years service (whether continuous or broken) – thirteen weeks leave on full pay or six months leave on half pay.
- (b) After fifteen years of service (whether continuous or broken) nineteen and a half weeks leave on full pay or thirty-nine weeks on half pay.

- (c) Service in excess of five years shall accrue on a pro-rata basis.
- (d) Where an employee has completed at least five years continuous service but less than ten years continuous service, such employee shall be entitled to a proportionate amount of long service leave on the basis of thirteen weeks for ten years service.
- (e) If an employee has an entitlement to long service leave under (a), (b), (c) or (d) above, but prior to entering upon such leave has his/her employment terminated by dismissal or by notice duly given by either party, he/she shall be entitled to receive the monetary value of the leave at credit computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.

All permanent part-time employees of the Council shall be entitled to all the above provisions calculated on a pro-rata basis.

- (f) Service credits for the purpose of long service leave are transferable from:
 - (i) all other student organisations,
 - (ii) other organisations with which the SRC has a reciprocal agreement.
- (g) Where service with another employer is recognised for long service leave, a period of two years service with SRC shall be completed before an employee is eligible to take long service leave or receive any payment in lieu.
- (h) For the purposes of determining an employee's entitlement to long service leave, the following shall not count as service:
 - (i) any period of service for which payment in lieu of long service leave has been made by a previous employer,
 - (ii) where the break in service with the an organisation specified in (d) above exceeds one year.
- (i) The employee shall, as soon as reasonably possible and within twelve months, make any claim for recognition of prior service. A letter authorising the previous employer to provide the SRC with such information as may be required for proof of entitlement shall accompany such claim.

6.6 PARENTAL LEAVE

6.6.1 Maternity Leave:

- (a) A staff member who has completed a period of not less than 52 weeks continuous service shall be entitled to maternity leave of up to 14 weeks on full pay and 38 weeks at 50 per cent of the employee's usual pay which may commence up to 6 weeks prior to the expected date of delivery. For an employee who has completed less than 52 weeks continuous service, the entitlement to maternity leave shall be up to 12 weeks leave on full pay calculated on a pro-rata basis.
- (b) The employee shall, where possible, give at least 4 weeks' notice in writing to the employer of the date on which the maternity leave will commence and in such notice shall set out the period of leave to be taken.
- (c) At any time during the period of maternity leave, an employee may (subject to the conditions set out in this clause) extend or reduce the leave period by giving notice in writing of the extension or reduction to her employer.
- (d) Where the pregnancy of a female employee terminates other than by the birth of a living child, the balance of the maternity leave to which the employee is entitled under this clause shall, subject to the succeeding paragraph, be cancelled.
- (e) Where the pregnancy of a female employee is not earlier than 28 weeks before the expected date of confinement, terminated other than by the birth of a living child, the employee shall be entitled to a period of special paid leave which in the opinion of a qualified medical practitioner is necessary in the particular circumstances for the proper recovery of the employee.
- (f) The employer shall grant to a female employee who becomes pregnant such paid leave of absence as in the opinion of a qualified medical practitioner is required by the employee to attend ante-natal clinics or courses or courses or any other ante-natal/post-natal treatment.

(g) The possible or actual pregnancy of a woman shall not be a ground for which an employer may refuse employment to a woman or dismiss or take action disadvantageous to a woman already employed.

(h) Periods of Maternity Leave shall count as service for all purposes.

6.6.1.2 Termination of Employment During Maternity Leave

(i) An employee taking maternity leave may terminate her employment at any time during the leave period by giving her employer at least 2 weeks notice in writing of the termination.

(ii) An employer shall not give notice of dismissal to an employee taking maternity leave where such notice would expire during or immediately after the leave period

6.6.1.3 Return to Work After Maternity Leave

i) An employee shall give at least 2 weeks notice in writing to her employer of the day on which she intends to resume work.

ii) The employee shall be reinstated in her former position or, where that position is no longer in existence, in a comparable position and shall receive the same pay, wage, salary or other payment and other benefits as she would have received had she not taken maternity leave.

6.6.2 Replacement Employees

Where an employer engages a person specifically to replace, during the period of leave, an employee entitled to leave pursuant to this clause, the replacement employee shall be fully informed by the employer of the temporary nature of his/her employment and of the conditions relating to the leave being taken by the employee who is being replaced.

6.6.3 Adoption Leave

6.6.3.1 An employee who submits satisfactory evidence of being an approved applicant for the adoption of a child and of the date of placement of that child shall be entitled, where he/she is the primary care giver to leave on full pay for a continuous period of 12 weeks commencing from the date of placement, where the child is at the date of adoption under 12 months of age; and to leave on full pay for a continuous period of 6 weeks commencing from the date of placement, where the child is at the date of adoption 12 months or more and under 18 years of age. The employee is also entitled to leave without pay as will bring the aggregate leave to a continuous period not exceeding 52 weeks.

6.6.3.2 An employee who submits satisfactory evidence of being an approved applicant for the adoption of a child and who is not the primary care giver shall be entitled to leave on full pay for 20 consecutive working days or for a period which in aggregate does not exceed 20 working days.

6.6.3.3 Paid adoption leave shall be taken within the period commencing in the week prior to the expected date of placement of the child and concluding 6 weeks after the placement of the child.

6.6.3.4 The above entitlements shall also apply to an employee who is fostering a child through a government approved agency.

6.6.4 Parental Leave

20 days' leave on full pay shall be granted to any employee on the confinement of their partner. Up to 52 weeks' unpaid leave, subject to the same provisions for maternity leave as in sub-clauses (c), (d), (i), (j), (k), (l) above, may be taken on account of the birth of a child to their partner. For the purposes of this clause, 'confinement' in relation to a female partner who has become pregnant means the termination of a pregnancy by the birth of a child.

6.7 PUBLIC HOLIDAYS

(a) An employee shall be entitled to all statutory public holidays and also to leave with full pay on May Day.

(b) All time worked on a public holiday shall be paid for at the rate of double-time-and-one-half the appropriate ordinary rate, with a minimum of 4 hours pay at this rate.

- (c) Where a public holiday is observed on an employee's rostered day-off or during his/her period of annual leave, the employee shall be paid an additional day's pay or granted an additional day's leave without losing pay in lieu thereof.

6.8 TRADE UNION TRAINING LEAVE

Employees nominated by their Union to attend during ordinary working hours trade union training courses conducted by their Union or conducted by the recognised trade union training centre in the state shall do so without loss of pay, subject to the following conditions:

- (a) that the employer receive notice from the employee of the intended absence;
- (b) that the employer shall not be liable to pay an employee for more than 12 days' trade union training leave in any full year.
- (c) Employees elected or nominated to a representative position in their trade union shall be entitled to use untaken trade union training leave for the purpose of carrying out the duties associated with that position during ordinary working hours subject to the conditions above.

6.9 OTHER LEAVE

6.9.1 Special Leave

An employee shall be entitled to 5 days leave per annum for personal emergencies or due to family or carers responsibilities or due to bereavement without loss of pay provided that the employee shall notify the President or the Administration Manager of the reason for Special Leave. When an employee has exhausted all personal leave entitlements included accumulated leave entitlements, he or she is entitled to take unpaid bereavement leave. The SRC and the employee should agree on the length of the unpaid leave. In the absence of agreement, the employee is entitled to take up to 16 hours unpaid leave.

Family/Carer's responsibilities shall be defined as follows:

Such responsibilities include caring for an ill or incapacitated:

- child, including a child of a partner or ex-partner or a child for whom the employee has responsibility;
- partner or ex-partner;
- parent, parent-in-law or parent of a partner;
- grandparent, grandparent-in-law or grandparent of a partner;
- grandchild or grandchild of a partner;
- member of an extended family;
- member of the same household;
- person of importance in the employee's cultural milieu.

6.9.2 Cultural and Ceremonial Leave

An employee shall be granted leave for the purpose of observing holy days or to attend religious or cultural duties associated with their particular faith or cultural tradition. Such leave shall be either recreation leave, long service leave (where an entitlement exists) or leave without pay at the employee's discretion.

6.9.3 NAIDOC Leave

An employee who identifies as indigenous Australian shall be entitled to 5 days paid leave per annum to attend activities associated with NAIDOC Week.

6.9.4 Leave Without Pay

No reasonable request for leave without pay shall be refused, provided notice in writing of such leave is given and it can be arranged at a mutually suitable time by agreement between employer and employee. Accrual of entitlements to annual leave, long service leave and sick leave shall not apply during periods of leave without pay.

6.9.5 Christmas Closure

The SRC offices shall close over the Christmas break for the same period as the University's Christmas closure. Staff shall be paid at full for the period of closure.

6.9.6 Shopping and Household Duties

Employees shall be entitled to one half-day's shopping leave prior to Christmas without loss of pay.

PART 7: TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

7.1 TRANSFERS

7.1.1 Removal Expenses

Where an employee is required by, or by mutual agreement with, an employer to transfer more than 50 km from his/her present place of residence for employment purposes, all reasonable removal expenses thus incurred shall be reimbursed by the employer. An employee shall be entitled to 3 days' leave without loss of pay to arrange removal to a new place of residence.

7.2 TRAVELLING, TRANSPORT AND FARES

- (a) An employee who uses with the employer's approval his/her own vehicle in the normal course of duties shall be paid an amount per kilometre equal to rates prescribed by the University of Sydney Enterprise Agreement (General Staff).
- (b) Any fares accrued by the employee in the course of duty shall be reimbursed by the employer.
- (c) An employee required to work between sunset and sunrise and/or who at any other time is recalled for any purpose to the premises of employment after ceasing duty for that day, or who is required to work on a weekend, shall be reimbursed for the cost of a return taxi fare for the journey.
- (d) An employee who, with the approval of the employer, travels on official business, shall have accommodation and travel paid for by the employer and meal allowances as prescribed in Clause 5.3.4
- (e) An employee may request the Executive to supply a relevant campus parking sticker, which shall be paid for by the employer.

PART 8: TRAINING & RELATED MATTERS

8.1 STUDY LEAVE

An employee shall be entitled to 5 hours paid leave per week to attend courses approved by the employer. Such leave may be accumulated throughout the year and taken prior to examinations, provided that the maximum to be taken at any one time shall be five days.

PART 9: OCCUPATIONAL HEALTH AND SAFETY

9.1 WORKERS COMPENSATION MAKE-UP PAY

- 9.1.1 Workers' compensation entitlements are pursuant to the Workers' Compensation Act, 1987 as amended.
- 9.1.2 In addition, if a worker remains incapacitated for work beyond 26 weeks and the workers compensation insurer reduces payments of weekly compensation to the statutory rate, the Council will add to the weekly payments for up to a further 26 weeks from the date of injury so that the employee receives his/her full salary for that period.
- 9.1.3 The entitlement only exists where the workers compensation insurer continues to accept liability for weekly payments of compensation.
- 9.1.4 The employee and the Council are subject to the same obligations, terms and conditions as those imposed by the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998.

PART 10: UNION RELATED MATTERS

10.1 INTRODUCTION

The parties are agreed that for the purposes of ensuring that employees are aware of their rights under this Agreement and to assist in the proper operation of workplace consultation and dispute settlement, it is important that employees are encouraged to be collectively represented and consulted. The parties have therefore agreed to the provisions set out in clauses 10.2 to 10.4 below.

10.2 UNION NOTICES

That authorised Union material be displayed within all workplaces, on a specific notice board, in order to advise employees of their conditions.

10.3 UNION MEMBERSHIP

While Union membership remains optional, in order to ensure that employees receive appropriate representation in relation to their employment and this agreement, the Students' Association recommends that all staff be members of the NTEU. The employer will provide all new staff with information and a membership form supplied by the NTEU.

10.4 MEETINGS

All staff will be allowed at least one hour per month to attend Union meetings.

PART 11: ANTI-DISCRIMINATION

- 11.1 The parties are committed to an inclusive workplace and the principles of equity, diversity and equal opportunity. It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, colour, sex, transgender status, sexual preference, age, physical or mental disability, marital status, family and carer responsibilities, pregnancy, ethnic or ethno-religious background, trade union membership or activity, political opinion, religious belief, national identity or social origin.
- 11.2 Employees in same-sex relationships shall enjoy the same rights and entitlements as those in heterosexual relationships.
- 11.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 11.4 All parties to this Agreement shall abide by the terms and conditions of the NSW Anti-Discrimination Act 1977, the Commonwealth Sex Discrimination Act 1984, the Commonwealth Race Discrimination Act 1975, and the Commonwealth Disability Discrimination Act 1992.
- 11.5 Under the *Anti-Discrimination Act 1977* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.6 The Council and the NTEU recognise that employees' family responsibilities are important to employers and can affect their performance at work. The Council will ensure that all related legislation is observed in such a way to ensure a discrimination free work environment. In addition, the Council is committed to assisting those employees with family responsibilities to maintain their employment with the Council.

- 11.7 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (c) A party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 11.8 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Signed for and on behalf of:

University of Sydney, SRC

Date:

Witness

Signed for and on behalf of:

NTEU New South Wales

Date:

Witness

SCHEDULE 2 - CLASSIFICATIONS

LEVEL 1

Training level or qualifications

Persons employed at Level 1 shall typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience or an equivalent combination of experience and training.

Occupational equivalent

Clerk

Level of supervision

Routine supervision of straightforward tasks (see below).

Task level

Perform a range of straightforward tasks where procedures are clearly established.

Organisational knowledge

Limited and based only on brief induction to organisation.

Judgement, independence and problem solving

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Typical activities

Clerical positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

LEVEL 2

Training level or qualifications

Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of Year 12, with relevant work experience; or
- equivalent relevant experience or combination of relevant experience and education/training

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

Occupational equivalent

Technical assistant/technical trainee, clerical/secretarial.

Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction.

Task level

Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.

Organisational knowledge

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

Judgement, independence and problem solving

Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

Typical activities

In technical positions,

- under general supervision, operate photographic development facility.

Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In clerical positions, perform a range of clerical support tasks including

- standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application
- provide general clerical support to staff within an office, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel
- process accounts for payment.

LEVEL 3**Training level or qualifications**

Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post-certificate relevant work experience;
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Technical officer or technician, clerical/secretarial above Level 2.

Level of supervision

In technical positions, routine supervision [to general direction] depending upon experience and the complexity of the tasks. In other positions, general direction.

Liaison with staff at higher levels. May undertake stand alone work.

Task level

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

Judgement, independence and problem solving

In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Typical activities

In technical positions,

- develop new equipment to criteria developed and specified by others

In library technical positions,

- undertake copy cataloguing
- use a range of bibliographic databases
- undertake acquisitions
- respond to reference inquiries.

In clerical/secretarial positions,

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
- be responsible for providing a full range of secretarial services in an office
- plan and set up spreadsheets or database applications
- provide advice to students on student union services and institutional requirements
- administer electoral roll.

LEVEL 4

Training level or equivalent

Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree
- completion of an associate diploma and at least 2 years subsequent relevant work experience; or

- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced welfare officer or computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

Level of supervision

In professional positions, routine supervision, depending on tasks involved and experience. In technical positions, general direction and may supervise other staff.

Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 3, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at a degree level, in a straightforward way. In administrative positions, provide advice and decisions on rules and entitlements.

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

Judgement, independence and problem solving

In professional positions, solve routine problems under supervision through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for coordinating a team to provide an administrative service.

Typical activities

In technical positions,

- develop new equipment to general specifications
- prepare reports of a technical nature

In administrative positions, responsible for the explanation and administration of an administrative function, eg, HECS advice, records, determinations and payments, the organisation and administration of an election.

In professional positions and under professional supervision,

- work as part of a research team in a support role
- provide counselling services, under professional supervision

LEVEL 5

Training level or qualifications

Persons employed at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or

- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); supervision/co-ordination of a significant service; experienced technical specialist and/or technical supervisor, research officer.

Level of supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional staff.

Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas. Liaise with decision-making bodies on the development of policies within own area of operations.

Judgement, independence and problem solving

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

Typical activities

In administrative positions,

- provide financial, policy and planning advice
- service a range of committees, including preparation of agendas, papers, minutes and correspondence
- monitor expenditure against budget.

In professional positions,

- oversee a service such as recreation or sporting programme
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- providing counselling services
- undertake a range of computer programming tasks
- provide documentation and assistance to computer users

- analyse less complex user and system requirements
- undertake the preparation of submissions on policy matters, subject to general direction by officers/decision making bodies.

LEVEL 6

Training level or qualifications

Persons employed at level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a degree with at least 4 years subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Senior professional in a small, less complex organisation; Manager

Level of supervision

Broad direction. May manage other administrative, technical and/or professional staff

Task level

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional positions, may be a recognised authority in a specialised area.

Organisational knowledge

Detailed knowledge of administrative policies and organisational objectives and the interrelationships between a range of policies and activities.

Judgement, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact across the organisation.

Typical activities

In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication. Act as most senior financial adviser to a large organisation.

In administrative positions, provide overall management of a small organisation with limited range of functions (e.g. Publications, Sport and Recreation, and Representation).

LEVEL 7 and LEVEL 8

Training level

Positions at Level 7 shall typically require skills which assume and require knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience
- extensive experience and proven management expertise
- an equivalent combination of relevant experience and/or education

Occupational equivalent

Senior Manager, Senior Administrator

Level of supervision

Broad direction. Will manage other administrative, technical and/or professional staff.

Task Level

Complex, significant and high level creative planning with clear accountability for performance. At Level 7, sound knowledge of all programmes in a small organisation or comprehensive knowledge of related programmes as a Senior Manager of a large organisation.

Organisational knowledge

Extensive knowledge of history and culture of organisation or of student organisations generally. In this context, bring multi-perspective approach to policy development and administration.

Judgement, independence and problem solving

At Level 7, in smaller organisations and at Level 8 in larger organisations, be fully responsible to officers/governing body for overseeing organisation's operations.

At Level 7, in larger organisations act as part of the senior management group and liaise directly with governing councils in relation to major areas of operations.

Typical activities

At Level 7, act as the most senior manager of a smaller organisation with several significant and diverse operations (e.g. Sport and Recreation, Student Welfare, Social Activities and Media); **OR** act as manager of a very large operation within a large organisation.

At Level 8, act as the most senior manager of a large organisation.

*** Note re organisational size**

A **smaller** organisation, having regard to complexity and diversity of service, number of workplace locations (e.g. multi-campus institutions) etc, might be regarded as one which employed less than 20 staff (equivalent full-time) and a **larger** organisation might be regarded as one which employed more than 25 staff.