

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA07/20

**TITLE: Sydney University Postgraduate Representative Association (SUPRA)  
Enterprise Agreement 2007**

**I.R.C. NO:** IRC7/1829

**DATE APPROVED/COMMENCEMENT:** 9 October 2007 / 9 October 2007

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VARIATION:** New.

**GAZETTAL REFERENCE:** 30 November 2007

**DATE TERMINATED:**

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** This agreement applies to all Professional, Administrative, Clerical, Computing and Technical staff employed by the Sydney University Postgraduate Representative Association (SUPRA), but does not apply to paid executive office bearers of the SUPRA Council, located at Building G10, The University of Sydney, Raglan Street, Darlinghurst NSW 2006, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

**PARTIES:** Supra (Sydney University Postgraduate Representative Association) -&- the NTEU New South Wales

# **SYDNEY UNIVERSITY POSTGRADUATE REPRESENTATIVE ASSOCIATION (SUPRA) ENTERPRISE AGREEMENT 2007**

## **ENTERPRISE AGREEMENT TITLE**

This Agreement shall be known as the Sydney University Postgraduate Representative Association (PACCT Staff) Enterprise Agreement 2007.

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## **PART 1: GENERAL PROVISIONS**

### **1.1 COMMENCEMENT DATE AND PERIOD OF OPERATION**

1.1.1 This Agreement shall come into force on and from the date of certification and shall operate for a period of 3 years from that date.

1.1.2 All conditions of employment currently available to all employees will continue to operate unless there is variation under this Agreement but no employee will suffer loss, diminution or reduction in conditions, entitlements and terms in place prior to this Agreement.

### **1.2 APPLICATION**

1.2.1 This Agreement shall be binding according to its terms on:

- i) The Sydney University Postgraduate Representative Association; and
- ii) NTEU New South Wales;
- iii) all Professional, Administrative, Clerical, Computing and Technical staff, employed by the Sydney University Postgraduate Representative Association and does not apply to paid executive office bearers of the SUPRA Council.

### **1.3 AWARDS**

1.3.1 This Agreement operates in conjunction with the Clerical and Administrative Employees (State) Award. In the event of inconsistency between the provisions of this Agreement and the Award, the provisions 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 "Council" means the Council of the Sydney University Postgraduate Representative Association.

1.4.3 "Councillor" means a member of the Council.

1.4.4 "Employee" means a person in the paid employment of the Sydney University Postgraduate Representative Association.

1.4.5 "Employer" means the Sydney University Postgraduate Representative Association (SUPRA).

1.4.6 "the parties" means SUPRA and the Union.

1.4.7 "partner" or "spouse" means the partner of a staff member and includes a de facto and/or same-sex partner.

1.4.8 "party" means the singular and is not to be interpreted in the plural.

1.4.9 "President" means the President of SUPRA.

1.4.10 "supervisor" means a person designated by the employer to exercise, in the first instance and on behalf of the employer, the employer's powers of day-to-day direction and supervision of an employee.

1.4.11 "SUPRA" means the Sydney University Postgraduate Representative Association.

1.4.12 "Union" means the NTEU New South Wales(NTEU).

1.4.13 "University" means the University of Sydney.

## **1.5 NO EXTRA CLAIMS**

1.5.1 The parties agree that there will be no extra claims during the life of this Agreement on matters covered by this Agreement, except where otherwise allowed for in this Agreement. The parties agree to open negotiations concerning a new Agreement six months prior to the end of the nominal life of this Agreement.

## **1.6 AUSTRALIAN WORKPLACE AGREEMENTS (AWA)**

1.6.1 SUPRA agrees that it will not offer Australian Workplace Agreements (AWA) to any current or future staff.

## **1.7 DURESS**

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

## **PART 2: COMMUNICATION AND CONSULTATION**

### **2.1 WORKPLACE CONSULTATIVE COMMITTEE**

In the interest of facilitating workplace harmony:

2.1.1 A workplace consultative committee shall be established as an advisory committee to the Council.

2.1.2 The number of members of the workplace consultative committee and its procedures shall be as agreed by the parties from time to time.

2.1.3 The terms of reference of the workplace consultative committee shall be as agreed by the parties from time to time.

2.1.4 Members of the workplace consultative committee shall be given reasonable notice of meetings. Where practicable, all employees, whether members of the committee or not, shall also be given reasonable notice of meetings. The parties agree that the period of notice deemed reasonable will vary with the importance of the matter to be considered, and will vary inversely with the urgency of the matter to be considered. For the avoidance of doubt, the parties agree that it will not necessarily be unreasonable for a meeting to be notified and held within the same working day.

2.1.5 For the purposes of 2.1 Consultation shall be taken to mean a process in which the parties exchange information about a matter or issue, hold discussions to explain points of view and take into account the views of the other party. Consultation does not necessarily mean that agreement will be reached. If agreement is not reached reasons will be given. However consultation does require that the views of staff members who will be affected by the change and of the union must be taken into account and considered before a decision is made by SUPRA. The aim of consultation is to make change as smooth as possible for both SUPRA and its employees.

2.1.6 In relation to working conditions of staff the managing change process described in this document applies to changes in work activities and services, hours of operation or working hours, organisational structure, and processes of management, technological change and the redeployment of staff.

### **2.2 GRIEVANCE PROCEDURES**

Principles

2.2.1 The purpose of these procedures is to ensure that each employee is treated fairly and properly. This clause applies to matters about which an employee is aggrieved in their capacity as an employee.

2.2.2 At any stage of the grievances procedures, the employee has the right to request the assistance of their Union.

2.2.3 This clause shall not remove the right of either party to take action in relevant Industrial Relations Tribunals or bodies with appropriate jurisdiction.

## Procedure for Grievance Resolution

2.2.4 The aggrieved employee should first discuss the grievance with the President.

2.2.5 All reasonable attempts to resolve the issue must be made as soon as is practicable. Where the matter is resolved a confidential record will be kept.

2.2.6 Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that direct discussion between the employee and immediate supervisor would be inappropriate, the employee may notify a duly authorised representative of the union, who will take the matter up with the employer, and a meeting will be arranged within seven days.

2.2.7 Whilst the above conciliatory procedure is being followed, work shall continue as normal. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this clause.

2.2.8 The right exists to take a grievance or dispute to the NSW Industrial Relations Commission at any time.

## 2.3 DISPUTE RESOLUTION

2.3.1 This clause applies to any dispute between the parties about the terms of employment of one or more members covered by this Agreement, including a dispute over the interpretation or implementation of this Agreement.

2.3.2 Where any dispute arises between the parties to this Agreement, in the first instance an employee representative(s) and the President shall discuss the dispute and attempt to reach written agreement, subject to ratification by each party.

2.3.3 Where a dispute is not resolved under subclause 2.3.2 above, at the request of either party a Disputes Committee shall be convened within one working week, unless agreed otherwise. The Disputes Committee shall consist of:

(i) two nominees of the NTEU; and

(ii) two nominees of SUPRA.

The Disputes Committee shall attempt to resolve the matter within one working week of its first meeting. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by each party.

2.3.4 Until the procedure described above has been completed:

(i) work shall continue in the normal manner;

(ii) no industrial action shall be taken by employees or SUPRA;

(iii) the Council shall not change work, staffing or the organisation of work if such is the subject of the dispute, or take any other action likely to exacerbate the dispute.

2.3.5 Should the dispute not be resolved by the process referred to in this clause, the matter may be referred to the NSW Industrial Relations Commission by either party for resolution through conciliation and/or arbitration if necessary. The parties agree to abide by the Commission's recommendation, order or decision.

## 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 A reasonable timeframe for consultation will be agreed by the parties at the first meeting of the WCC convened in accordance with clause 2.4.10. The timeframe for consultation will take account of the nature and extent of the proposed change. The meeting of the WCC will confirm the indicative timeframes for the consultation process.

2.4.5 In accordance with this clause, proposed organisational change is the subject of negotiation with the union.

2.4.6 Any proposed organisational change will not be implemented until such time as the negotiations have been finalised with the union, in accordance with this clause.

2.4.7 The organisational change referred to in this clause includes:

- (i) changing work practices;
- (ii) introducing significant technological change; and
- (iii) permanently relocating employees to another function within SUPRA.

2.4.8 Employees are affected by organisational change where the proposed change is likely to have a significant impact on the employee's work practices or working conditions.

2.4.9 SUPRA 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.

2.4.10 Negotiation under this clause on any proposed organisational change will take place through a Workplace Consultative 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;

the parties may refer their concerns to the Workplace Consultative Committee. The Workplace Consultative Committee should report on these concerns within a timeframe agreed by the WCC.

2.4.12 Where agreement under this clause cannot be reached, either party may refer the matter to the Dispute Resolution process under clause 2.3.

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

### **3.1 CONFIDENTIALITY**

3.1.1 For the purposes of this clause, "confidential information" means:

- i) information concerning or arising out of the affairs or activities of the employer, or of any person or body associated with the employer, which becomes known to an employee in circumstances where that employee knows or reasonably ought to know that the information is to be treated as confidential; or
- ii) information concerning the activities or personal affairs of any person which becomes known to an employee in the course of employment by SUPRA, and in circumstances where the employee knows or reasonably ought to know that the information is regarded by the person whom it concerns as confidential.

3.1.2 Subject to any obligation of disclosure imposed by law, an employee must not release or disclose confidential information, other than to the employer, without the prior written consent of the employer.

3.1.3 Notwithstanding 3.1.2 the parties recognise that employees are required to disclose confidential information as part of their normal duties. As such clause 3.1 is not meant to prevent staff from releasing information where the release is in the interests of SUPRA and SUPRA's student constituents.

3.1.4 In the event that an employee is required, in writing by SUPRA, to release confidential information about any person, the employer shall provide the employee with an appropriate written indemnity in relation to the release of the information, indemnifying the employee against all and any claims which may be made against the employee by the person concerned arising from the release of the confidential information.

3.1.5 An employee who is required by the employer to release confidential information about any person shall be entitled to request a reasonable period of time within which to seek advice as to the legality of the employer's requirement.

3.1.6 The employer shall be under no obligation to contribute in any manner to the cost of obtaining the advice referred to in clause 3.1.5.

3.1.7 Any such release of confidential information may only occur upon obtaining consent from the person or persons to whom the information relates unless such disclosure is required by law.

#### Casework Confidentiality

3.1.8 Subject to 3.1.2, 3.1.3 and 3.2.1 all casework undertaken by an employee shall be confidential between the employee and the client. The employer shall not be allowed access to case notes files and related confidential information without the express consent of the client.

3.1.9 Any conflict arising between the employee and the employer with respect to access to confidential case notes, files and other confidential information shall not be considered adequate grounds for dismissal or as a trigger for disciplinary procedures.

3.1.10 Nothing shall prevent the President or nominee from access to confidential casework files where a student has made a written complaint about their caseworker.

3.1.11 The Employer shall provide appropriate storage and filing systems to ensure restricted access and the maintenance and integrity of confidential files and communications is maintained.

#### Personal Emails and Personal Computer Files of Employees

3.1.12 Employees shall have a reasonable right to privacy in relation to personal emails and personal computer files. This includes that the employer will not unreasonably access personal emails and personal computer files.

### **3.2 DUTY TO FOLLOW REASONABLE DIRECTIONS**

3.2.1 Employees under this Agreement are obliged to follow reasonable and lawful directions of the employer. Employees have the right to request directions in writing.

3.2.2 Employees under this agreement shall not be required to follow any direction which may lead to personal pecuniary gain for a councillor or councillors.

### **3.3 APPOINTMENT OF STAFF TO EXISTING AND NEW POSITIONS**

#### General Principles

3.3.1 Where an existing position becomes vacant, the employer should commence the advertising process for filling the vacancy as soon as possible and normally within 6 weeks.

3.3.2 The process of appointment shall be conducted in accordance with the principles set out in the Anti-Discrimination Clause in this agreement (see part 11).



3.3.3 The employer cannot change the position description in any way and/or decide not to fill the vacant position unless and until they have consulted with staff as per the Managing Change Process (Clause 2.4).

3.3.4 Vacant positions shall be advertised concurrently both internally to SUPRA and externally, with any internal applications considered first.

3.3.5 The selection committee for both internal and external advertising shall consist of the following members:

- i) the President or another Council member nominated by him/her; and
- ii) up to two additional Council members duly nominated by the employer;  
and
- iii) a representative nominated by the employees; and
- iv) an independent person mutually agreed upon by the staff representative and the President or his/her nominee.

3.3.6 The Selection Panel will perform the following duties as required:

- i) Coordinate Timelines for internal and external advertising;
- ii) Write and distribute advertisements as applicable;
- iii) Check Schedule of Duties;
- iv) Create and/or review selection criteria for interviews;
- v) Receive applications;
- vi) Shortlist interview candidates;
- vii) Conduct interviews;
- viii) Select the best candidate for the position based on interview and application;
- ix) Inform applicants of the outcome of the interview;
- x) Other tasks as they arise or as they are set out in these procedures.

3.3.7 Current staff can apply for permanent, temporary and casual vacancies. For the purposes of this clause current staff shall include ongoing, fixed term contract, and casual employees.

#### Internal Process For Advertising Vacant Positions

3.3.8 Internal advertising is defined as follows: notice of employment being distributed to existing staff by normally used means of communication such as Notice boards, email, staff/President meetings or by written memo to existing staff members. The application period is 7 days from the date and time noted on the advertisement. All existing staff shall be eligible to apply.

3.3.9 A Selection Panel shall be formed as per 3.3.5 and 3.3.6.

3.3.10 Where no internal applications are received at the close of the application period, the panel will consider external applications.

3.3.11 Where the vacancy is related to a maternity/co-parenting leave vacancy, or any other vacancy as per leave provisions of this agreement, of up to 12 months in duration, a successful staff member may apply for 'secondment.' That is, a staff member may take up this position and at the conclusion of the leave period can return to their normal position of employment.

3.3.12 Where the secondment is to a higher level of pay, the employee will receive that higher level of pay until they return to their normal position of employment.

3.3.13 Where a staff member is unsuccessful with respect to appointment to an internally advertised position they shall have a right of appeal using the dispute resolution procedures.

#### External Process for Advertising Vacant Positions

3.3.14 External advertising shall include the following: advertising in the relevant metropolitan and national media and the SUPRA website for a period of no less than 14 days.

3.3.15 A Selection Panel shall be formed as per 3.3.5 and 3.3.6.

#### Re-Opening Advertising

3.3.16 Positions may be re-advertised upon agreement of the Selection Panel under the following conditions:

- i) No applications are received initially;
- ii) none of the applicants fulfill the selection criteria;
- iii) upon consideration of applications, the Selection Committee decides it is appropriate to readvertise; or,
- iv) after completing the interview process the selection panel is of the opinion that none of the interviewed applicants are suitable for employment.

#### Selection Interviews

3.3.17 Selection Interviews must be conducted within 2 weeks of close of applications. Applicants selected for interview will be given at least 3 working days' notice of interview.

3.3.18 Unsuccessful interviewees will be notified in writing that they were not successful and will be invited to call the relevant representatives to discuss their application.

#### Contacting Referees

3.3.19 When the Selection Panel decides to contact the referees this will be done as soon as is practicable after the interview. The Selection Panel must draw up questions to be asked of the Referee and take notes as required.

### **3.4 BASIS OF EMPLOYMENT**

3.4.1 On engagement all employees shall be given written advice of the following:

- i) SUPRA Certified Agreement
- ii) The date on which the employment is to commence;
- iii) The classification of the employee;
- iv) The wage rate of the employee;
- v) The terms and conditions of employment applicable to the employee;
- vi) The initial hours of duty and time of attendance of the employee;
- vii) The constitution of their Probationary Review Committee;

viii) The process for setting any performance targets or standards that the employer may have identified as relevant to satisfactory probationary performance;

ix) A job description specifying the position to which the employee is appointed and the duties to be performed by the employee;

x) A copy of this Agreement, and an application form to join the Union;

xi) A period of induction to the work and functions of SUPRA and allow for an appropriate amount of time towards such induction.

3.4.2 There shall be a probationary period in accordance with section 3.7 of this Agreement for all continuing employees.

3.4.3 SUPRA may employ persons on a full-time, part-time or casual basis. Full-time and part-time employees may be employed on a fixed-term contract or in continuing employment. Unless specifically stated employment shall be deemed to be on a continuing full-time basis.

3.4.4 Notwithstanding anything elsewhere contained in this Agreement, the provisions of this Agreement shall apply to part-time employees on a pro rata basis for each employee in proportion to the normal ordinary hours worked by a full-time employee.

3.4.5 Where a part time employee works full time hours for 3 months or more that employee shall be able to request conversion to full time employment and no reasonable request will be denied.

3.4.6 Where an employee is classified as full time and wishes to work on a part time basis, either permanently or temporarily, they shall provide the employer with such a request in writing and no reasonable request shall be denied.

3.4.7 In determining what is reasonable for the purposes of 3.4.6 the needs of both the employer and the employee shall be taken into account.

### **3.5 FIXED-TERM EMPLOYMENT**

3.5.1 A fixed-term employee may be employed either on a full-time or part-time basis and shall be entitled to all the provisions of this Agreement, but calculated pro rata where the appointment is part time.

3.5.2 On engagement a fixed-term employee shall be advised in writing, in addition to any other written advice required by this Agreement, of the date on which the employment is to terminate.

3.5.3 Fixed-term employment may only be used in the following circumstances:

i) To replace a staff member on leave or secondment to another position within SUPRA;

ii) To replace a staff member temporarily acting in a position different to their substantive position;

iii) To fill a vacant position whilst recruitment action is undertaken to fill the position on a permanent basis; or

iv) To perform a specific task or function of limited duration of up to twelve months with the possibility of up to twelve months extension where that specific task or function is not completed by the end of the fixed term.

v) A position performing work where the ongoing need for the position is uncertain at the time of establishment of the position.

3.5.4 Fixed term employment may be used for up to twelve months except where the conditions for extension are met under 3.5.3 iv).

3.5.5 Should the need for the position continue at the expiration of the contract (after any renewal under 3.5.3 iv)) and in circumstances where the incumbent staff member was employed through a competitive and open selection process and has

performed satisfactorily in that position the incumbent staff member will be converted to continuing employment on a least the same salary and classification level.

3.5.6 Any person employed on a fixed-term contract shall be given notice of whether or not the contract will be extended (or renewed) or whether or not the employment will be converted to a continuing position. The notice provided shall be the greater of any contractual entitlement or at least two weeks.

3.5.7 Where a fixed-term or contract employee is subsequently appointed to a permanent position the period in which the employee was engaged in fixed-term or contract shall count towards the employees total period of service.

3.5.8 Fixed-term contracts are not to be used in place of employment of persons in permanent and on-going positions.

3.5.9 Any person employed on a fixed-term basis will be employed on that basis for not less than a minimum period of three months except as a replacement for a staff member on leave.

### **3.6 CASUAL EMPLOYMENT**

3.6.1 Casual staff may be employed for a period of 3 months or less where the work is of an intermittent and irregular nature.

3.6.2 Casual staff hired from employment or similar agencies shall not be covered by this Agreement.

3.6.3 Casual employees shall be paid for a minimum of three hours for each attendance whether or not they are required for three hours.

3.6.4 Casual employees shall not typically work more than the normal weekly hours worked by a full time employee.

3.6.5 Where casual employees are required to work more than 35 hours a week they shall be paid overtime rates as set out in 5.4. Overtime shall be calculated on the base rate of pay, not inclusive of loading.

3.6.6 Casual employees shall be paid a loading of 20% as set out in 4.1.6 in addition to their normal rate of pay.

3.6.7 Except as agreed between the parties nothing in this Agreement shall be deemed to limit the discretion of the employer at any time to engage an outside contractor to perform specific tasks of limited duration that are not at the relevant time included in the duty statement for an existing position.

### **3.7 PROBATION**

3.7.1 Permanent employees, and employees for a fixed term of not less than six (6) months, may (at the employer's discretion) be subject to a three month probationary period, provided that an employee who is appointed to another position within the Organisation shall not be required to serve a new probationary period.

3.7.2 A probationary period is the time when a new employee is given a reasonable chance to learn what is required of him/her in the job and for the employer to assess whether the employee is performing or may be expected within a reasonable period of time to perform satisfactorily the duties assigned to his/her position. It is also a time for both parties to assess training needs.

3.7.3 A Probationary Review Committee (PRC) shall be established on the appointment of a new employee. The PRC shall comprise:

i) the President;

ii) one other member of the Council; and

iii) a nominee of the employees;

3.7.4 No later than four weeks prior to the end of the probationary period the employee's supervisor shall complete a Probation Assessment Form. The Probation Assessment Form will be in such form as the Council may from time to time authorise or determine, subject to any prior agreement between the employee and employer as to relevant performance targets or standards.

The probationary employee shall be provided with a copy of the completed Probation Assessment Form. If the probationary employee so desires, he/she is permitted seven days to make a submission, which shall be taken into account by the PRC. After considering the Probation Assessment Form, any submission made by the employee, and such other matters as the Committee (subject to direction by the Council) may consider relevant (which other matters shall have been notified to the employee, who shall have been given an opportunity to comment and respond to them), the Committee shall make a recommendation to the Council to:

- i) confirm the probationer's employment; or
- ii) extend the probationary period by up to three months; or
- iii) terminate the probationer's employment.

The Committee's recommendation shall be communicated to the employee in writing.

3.7.5 The employee shall have the right to address a meeting of Council prior to Council deciding whether or not to implement the PRC's recommendation. The employee shall also have the right to be accompanied by a chosen representative, who may be a member or official of the Union at the Council meeting. The Council shall give the employee and/or the employee's representative a reasonable opportunity to be heard before making any decision to implement the Committee's recommendation. In the event that a probationary employee's employment is terminated, the employee will be provided with notice or payment in lieu of notice in accordance with clause 3.11.5 of this Agreement.

3.7.6 The procedure for notifying staff of unsatisfactory performance during the probationary period is understood to be integral to the probationary process.

3.7.7 A probationary employee may at any stage call upon the employer to convene the PRC to hear grievances in relation to the adequacy of the probationary period. In this instance the PRC shall seek to resolve the grievance as expeditiously as possible. Means of "resolution may include (but are not limited to:

- i) extending the probationary period to allow for further training;
- ii) counselling and advice for the probationary employee.

3.7.8 If a probationary review has not commenced within the timeframe set out in this Agreement confirmation of employment shall be automatic.

### **3.8 PERFORMANCE DEVELOPMENT REPORTING AND STAFF TRAINING**

3.8.1 Within the context of SUPRA's organisational plans and priorities, as determined by the Council from time to time, the aims of the Performance Development Reporting (PDR) process are:

- i) to provide role clarity and reach agreement on annual goals and objectives relevant to the position description and consistent with the classification level and the employee's experience in the position;
- ii) to identify any additional goals which, having regard to the employee's position description, classification level, and experience in the position, it is appropriate for him/her to aspire to integrate into his/her work performance;
- iii) to provide feedback for the employee and the supervisor on a regular basis throughout the annual cycle;
- iv) to provide a mechanism for annually updating position descriptions in consultation and agreement between the relevant parties;
- v) to provide for the professional development and training needs, for the individual in relation to performing the requirements of the position and for career development purposes.

This is not an alternative to disciplinary procedures in the event of perceived unsatisfactory performance, but it is rather expressly designed as a positive means to facilitate the attainment of organisational goals and assist staff to maximise their career potential.

3.8.2 The process for PDR is as follows:

- i) Either a staff member or a delegate of the SUPRA council may call a meeting in order to discuss professional development.
- ii) A professional development action plan will be agreed at this meeting, together with reasonable goals and objectives and a reporting process and timeline agreeable to both parties.
- iii) Further meetings will be held in accordance with the timeline agreed upon, to identify any impediments to attainment of objectives (such as training needs, resource issues, external factors, communication issues, etc.), and to pursue agreement on any measures to be taken to resolve problems. The goals and objectives may be modified by agreement in light of this review. If the supervisor considers that goals and objectives identified in accordance with sub-clause 3.8.1(i) have not been, or may not be, satisfactorily attained the supervisor shall counsel the employee on the nature of any improvement required and the time within which reasonable improvement can be expected. A record of the counsel given shall be kept and a copy supplied to the employee concerned. If the supervisor considers it appropriate, s/he may direct the employee to undertake a course of development or other appropriate program(s) designed to assist in improving performance.
- iv) If a meeting convened under sub-clause 3.8.2(i) of this Agreement is with a new employee, further regular meetings may be held during the course of the probationary period prescribed by this Agreement to review and discuss the employee's performance and employer's expectations.
- v) Annual salary increments are automatic and shall not be linked to the PDR process. Should the performance of an employee become and continue to be unsatisfactory an increment may only be withheld if the employer has commenced Disciplinary Proceedings as set out in 3.10.

3.8.3 Should the process agreed to at the initial meeting or at any subsequent meetings prove unsatisfactory to either party, SUPRA undertakes to secure assistance in performing the PDR process from a qualified source.

#### 3.8.4 TRAINING

3.8.4.1 SUPRA is committed to increasing the knowledge and skills of staff, and to supporting and encouraging staff in their endeavours to improve their skills, qualifications and knowledge in relation to their employment with SUPRA.

3.8.4.2 SUPRA recognises that through training, development and educational activities, individual and organisational efficiency and productivity are increased. Also, morale, work satisfaction and commitment to the Organisation are increased resulting in improved performance and greater productivity. SUPRA is committed to providing training and development opportunities to all staff on a fair and equitable basis, and to the involvement of staff in the training and development process.

3.8.4.3 To this end, SUPRA is committed to:

- i) The provision of training to meet the requirements of the Performance Development Reporting Process;
- ii) The adoption of equitable training policies and practices, including study leave policy;
- iii) The adoption of a staff development scheme which enables training and development programs to be established for all employees;
- iv) Encouraging, promoting and publicising training opportunities, policies and available assistance;
- v) The full participation of staff in their relevant professional organisations.

#### 3.8.5 STAFF DEVELOPMENT PROVISIONS

3.8.5.1 SUPRA shall allocate 2.5% of gross payroll to a Staff Professional Development Fund. The funds available will be divided equally between all permanent employees, with part-time employees receiving an amount adjusted pro-rata.

3.8.5.2 Applications for funding shall be made to the President through the PDR Process and shall be supported by substantiating documentation. In special circumstances where it would be impractical to convene a PDR meeting, the President may approve training.

3.8.5.3 The Workplace Consultative Committee shall determine broad guidelines for the allocation of the staff professional development fund.

3.8.5.4 The Association will provide reasonable access to relevant training to all employees. This includes cultural awareness training and training in dealing with mental health issues and policies.

3.8.5.5 An employee shall be entitled to 4 hours paid leave per week to attend a course that has been 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. No reasonable request for study leave will be denied.

3.8.5.6 An Education Allowance is only available for employees, other than casual employees, undertaking a course of study approved by the employer through the PDR process and at an accredited institution. Such institutions include but are not limited to:

i) An Australian Public University

ii) TAFE

iii) Other public or private technical colleges.

iv) Centres for continuing Adult Education such as University of Sydney's Centre for Continuing Education.

v) Other public or private educational institutions as may be deemed appropriate from time to time.

3.8.5.7 Employees, other than casual employees, who commence an approved undergraduate course of study at an Australian Public University will be paid the equivalent of the up front HECS liability to the maximum of the annual allowance.

3.8.5.8 Employees, other than casual employees, commencing an approved course at an Australian Public University that attracts a Postgraduate Course Fee may claim fees up to the amount of the Education Allowance.

3.8.5.9 Employees, other than casual employees, commencing a course of study which is necessary to gain professional qualifications relevant to their employment and which is offered by an Institution may claim fees up to the amount of the Education Allowance.

3.8.5.10 The maximum Education Allowance payable is \$2000 per employee per financial year which shall be funded from the Staff Development Provisions. For part time staff the amount shall be calculated on a pro rata basis.

3.8.5.11 Employees must apply in advance to the President and have the course that they are studying approved in order to be eligible for the Education Allowance. Employees will be given the Education Allowance so long as it can be shown that their participation in study is directly beneficial to SUPRA.

3.8.5.12 Where an application for Education Allowance is denied the staff member shall have the right to appeal the decision using the grievance procedures set out in this agreement but not including the dispute settling procedures.

### **3.9 REDUNDANCY**

3.9.1 Definitions in this section, unless the context otherwise indicates or requires:

i) "redundant position" means a position which is identified by the employer as surplus to the needs of the employer. Such redundancy would be consequent upon:

- a) financial and staffing constraints leading the employer to re-arrange-functions and classifications; or
- b) duties usually performed by the employee no longer being required to be performed; or
- c) technological change and development, restructuring and/or "permanent organisational change."

ii) "redeployment" means the relocation by SUPRA of an employee whose position has been declared to be redundant into a suitable vacant position,

iii) "retrenchment" means the termination of employment of an employee whose position has been declared to be redundant and who is unable to be redeployed into an appropriate position in accordance with clause 3.8.4 of this Agreement.

#### Consultation Process

3.9.2 Where the employer considers that an employee's position could become redundant, they shall, over a minimum one-month period, consult with the employee and the union. The employer shall provide all relevant details to the employee and the union, including reasons for the proposed redundancy and measures to mitigate any adverse effects on the employee concerned. In these consultations the employer shall consider the following options:

- i) redeployment;
- ii) retraining for alternative employment;
- iii) relocation; and/or
- iv) voluntary separation

3.9.3 The consultations in 3.9.2 shall take place subject to the managing change provisions in this agreement.

#### Period of Notice

3.9.4 Where the employer has, after consultation in accordance with 3.9.2 - 3.9.3, made a definite decision that a permanent employee's position is redundant, it shall give the employee:

- i) where the employee commenced work prior to 1 May 2007, three month's notice.
- ii) where the employee commenced work after 1 May 2007, one month's notice if the employee has been employed for less than one year, two months for more than one but less than two year's service, and three months notice for service beyond two years.

#### Redeployment

3.9.5 Unless the employer and employee are in agreement that the employee whose position has been declared redundant should accept retrenchment, the employer will take all available steps and make every effort to redeploy the employee into a suitable position. Such redeployment may involve re/training. The employee shall be kept fully informed of all the steps being taken by the employer for the employee's redeployment.

3.9.6 Should a redundant employee accept redeployment to a position of lower salary or wage, the employer shall provide income maintenance equal to the difference between earnings prior to the redeployment and the earnings after redeployment.

3.9.7 No employee shall suffer at any time any reduction in salary or other benefits as a result of such redeployment.

3.9.8 Where the employer offers to redeploy the employee to an alternative position at the same level of remuneration as that which the employee was earning in the redundant position, and at the same classification level as the redundant position, and the employee does not agree to accept redeployment into that position, the employee shall be entitled to any retrenchment pay under clause 3.9.11. Where the employer offers the employee such an alternative position, the employer undertakes to consult with



the employee and the NTEU about appropriate training for the employee to enable the employee to fulfil the requirements of the position to which the employee is to be redeployed.

#### Retrenchment

3.9.9 In the event that the employer decides that redeployment is not feasible, the employee shall be retrenched at the end of the period of notice stated in the employer's notification of redundancy. In the event that the employer gives payment of salary in lieu of the notice period or any part thereof, the employee's retrenchment date shall be deemed notwithstanding to be the date of expiry of the notice period.

3.9.10 During the period of notice given by the employer, an employee shall be allowed up to one day time off without loss of pay during each week of notice for the purpose of seeking other employment.

#### Entitlements

3.9.11 Subject to 3.9.4, a permanent employee (who commenced work prior to 1 May 2007) who has been retrenched shall be entitled to payments of;

- i) all accrued annual leave with accrued leave loading and accrued time in lieu (subject to clause 6.1.5) and;
- ii) pro-rata long service leave for all employees and;
- iii) a lump sum payment of 26 weeks of salary and;
- iv) an additional lump sum calculated at the rate of four 4 weeks salary for each full year of service for the first 3 years plus 3 weeks salary for the next two years service plus 2.5 weeks for each of the following years of service;

3.9.12 Subject to 3.9.4, a permanent employee who was employed after 1 May 2007 and who has been retrenched shall be entitled to payments of;

- i) all accrued annual leave with accrued leave loading and accrued time in lieu (subject to clause 6.1.5)and;
- ii) pro-rata long service leave for all employees and;
- iii) a lump sum payment of 6 weeks of salary and;
- iv) an additional lump sum calculated at the rate of 6 weeks salary for each year or part thereof of service for the first three years and 4 weeks salary for each year or part thereof of service for the next 13 years plus 2.5 weeks for each of the following years of service;

### **3.10 DISCIPLINARY PROCEDURES**

#### Principles

3.10.1 If the employer chooses to instigate disciplinary action, the procedures set out in this clause must be followed.

3.10.2 The employer acknowledges that disciplinary action will only be taken as a last resort, in cases where reasonable attempts through staff meetings and the Workplace Consultative Committee have not succeeded.

3.10.3 Where an employer intends to instigate disciplinary action they shall inform the employee in writing that disciplinary procedures have begun, provide a copy of these procedures (that is clause 3.10) to the employee, and make a record of the reasons for the disciplinary action.

3.10.4 A copy of all records in relation to disciplinary proceedings against an employee shall be made available to that employee. Such records must be provided in a timely manner. Any documents relating to a disciplinary procedure will only be

retained for a period of up to two years, after which time it will be removed from the employee's file. Where the matter is subsequently resolved, a jointly signed statement to that effect will be placed in the employee's file.

3.10.5 The employee will be entitled to have Union representation at any time during the process.

3.10.6 The parties acknowledge that the refusal or unreasonable failure of an employee to co-operate with the disciplinary procedures specified in this Agreement amounts to misconduct which may justify summary suspension.

Procedure for Discipline and issue of written warnings

**Step 1: Informal counselling**

3.10.7 The employer and the employee concerned shall attempt to resolve the matter through a process of communication, co-operation, constructive criticism and assistance with specific training development programs. The employer shall state clearly to the employee the level of performance that is considered satisfactory and shall record the times and dates and description of relevant counselling meetings.

**Step 2: First Written Warning**

3.10.8 Where a disciplinary matter is not resolved during informal counselling, a first warning in writing shall be issued. A meeting between the employer and employee will occur within 1 week of the issuing of the warning. The employee and employer each may have a representative at the meeting.

3.10.9 In the warning letter and at the interview the employer shall:

- i) State clearly the reasons for the written warning;
- ii) identify clearly the level of performance that is considered satisfactory;
- iii) ensure that the staff member clearly understands the problem;
- iv) set, in negotiation with the staff member, a time frame for the resolution of the problem;
- v) inform the staff member that, should the matter not be resolved within the time-frame, a second and final written warning will be issued

3.10.10 At the conclusion of the meeting a statement will be jointly signed acknowledging that the meeting has occurred. This statement shall include any agreement and/or actions resulting from the meeting.

**Step 3: Second and Final Written Warning**

3.10.11 Where the matter is still not resolved a second and final warning shall be issued to the employee. A meeting between the employer and employee will occur within one week of issuing the warning. The employer and employee may each have a representative at the meeting.

3.10.12 In the warning letter and at the meeting, the employer shall:

- i) State clearly the reasons for the written warning;
- ii) identify clearly the level of performance that is considered satisfactory;
- iii) ensure that the staff member clearly understands the problem;
- iv) set, in negotiation with the staff member, a time frame for the resolution of the problem;
- v) inform the staff member that, should the matter not be resolved within the time-frame, the matter shall be referred to a Committee of Inquiry.

3.10.13 At the conclusion of the meeting a statement will be jointly signed acknowledging that the meeting has occurred. This statement shall include any agreement and/or actions resulting from the meeting.

#### **Step 4: Formal Inquiry Procedure**

3.10.14 Should the matter remain unresolved after the application of the above procedures a Committee of Inquiry shall be convened. The above procedures do not apply in cases where the employee has been summarily suspended in the manner described in 3.10.22-3.10.24.

3.10.15 The Committee of Inquiry shall comprise:

- i) The President or nominee (has normal vote plus the casting vote)
- ii) Vice-President or nominee
- iii) Two nominees of the NTEU.

3.10.16 The Committee shall be able to question those involved in the case and review material presented in the disciplinary process. The matters considered by the committee must be directly relevant to the disciplinary procedure.

3.10.17 The staff member concerned shall receive at least 10 working days notice of any meeting of the Committee of Inquiry convened to deal with their case, including copies of any information provided to the members of the Committee.

3.10.18 The staff member concerned shall have the right to present written or verbal evidence to the committee and call witnesses and shall be present during the presentation of all evidence. The staff member may elect to have a representative assist them in this process.

#### **Committee of Inquiry Outcome and Appeals Procedure**

3.10.19 The Committee of Inquiry shall recommend one of the following courses of action:

- i) that the complaint be dismissed and that a letter to that effect be placed on the staff member's personnel file;
- ii) that no action be taken;
- iii) that the staff member be transferred to another position, subject to a position being available;
- iv) that the matter be sent back to an earlier stage in the process;
- v) that the staff member be reprimanded;
- vi) that any salary increment for the staff member be withheld for up to one year;
- vii) that the staff member be dismissed in accordance with clause 3.11.

3.10.20 The Committee of Inquiry shall produce a report detailing the recommendations and reasons for their decision. Where unanimous agreement is not reached, those not in the majority can choose to produce a minority report.

3.10.21 The Committee of Inquiry shall notify the staff member concerned and the Council of its decisions in writing (including provision of the report/s produced in clause 3.10.20). The staff member may appeal the decision within seven days of being notified, via the dispute resolution process.

#### **Summary Suspension**

3.10.22 The employer may summarily suspend a staff member for a defined period of time for misconduct of such a nature, that it would be unreasonable to require the employer to continue the employment of the employee if the offence were proved.

3.10.23 In addition to 3.10.24 the employer must:

- i) have good reason to believe that the employee has committed misconduct and that the allegation is not vexatious, and
- ii) make all reasonable attempts to verify that any allegation of misconduct is not based on flawed evidence.

3.10.24 Within 24 hours of suspension, the staff member shall have an opportunity to respond to the charges in the presence of the President. Any such action shall only occur pursuant to defined procedures, including:

(i) Suspension to be on full pay or without pay depending on the severity of the charges. To be suspended without pay, a staff member would have to have physically/sexually threatened other staff members or students or have obviously stolen SUPRA equipment and/or money or/be openly and deliberately abusing SUPRA resources.

(ii) Written notification of the suspension including the grounds of suspension be given to the staff member within 24 hours of the suspension.

(iii) A suspended staff member shall not have access to or remain at their place of work without the written permission of the employer.

(iv) The employer shall immediately initiate an inquiry pursuant to procedures described beginning with sub-clause 3.10.17.

(v) In the event that the suspension is lifted by the employer and the staff member returns to duty prior to or during the course of an inquiry, the employer shall provide the staff member with a letter acknowledging that there was no case to answer and any proceedings commenced shall be discontinued. If suspended without pay the staff member shall be repaid full salary for the period of suspension.

(vi) In the event that an inquiry constituted in accordance with clause 3.10.17 recommends that the complaint be dismissed or that no action be taken the suspension shall be lifted forthwith and the President shall provide the staff member with a letter acknowledging the outcome, a copy of which would be placed on that staff member's file. In addition the staff member shall be repaid full salary for the period of the suspension.

### **3.11 TERMINATION OF EMPLOYMENT**

3.11.1 Termination of employment shall not be unfair, unjust or unreasonable and may only occur in accordance with this Agreement.

3.11.2 Except in the case of a casual or probationary employee, an employee shall not be dismissed unless the disciplinary procedure in clause 3.10 has been followed.

3.11.3 An employee shall only be dismissed on the decision of a majority of the Councillors present and voting at a duly constituted meeting of the Council prior to which-seven (7) days notice of a recommendation to dismiss the employee has been given to the Councillors and the employee.

3.11.4 In the event that an employee's employment is terminated by the employer, except in cases of redundancy in accordance with clause 3.9, the employee will be given the following periods of notice:

<b>Employees period of continuous service with the employer</b>	<b>Minimum period of notice</b>
Not more than one year:	2 weeks
Between one and three years:	4 weeks
More than three years:	6 weeks

In addition to the period of notice above, employees over 45 years of age at the time of giving of the notice and who have at least two years continuous service are entitled to an additional week's notice.

3.11.5 Payment in lieu of the notice prescribed in sub-clause 3.11.6 hereof shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

3.11.6 In calculating any payment in lieu of notice, the employer shall use the wages an employee would have received in respect of ordinary time remunerated according to section 4.1, which he or she would have worked during the period of notice had her/his employment not been terminated.

3.11.7 The period of notice in this clause shall not apply in the case of serious and wilful misconduct, or in the case of casual employees.

3.11.8 Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day of leave per week without loss of pay for the purpose of seeking other employment. The leave shall be taken at times that are convenient to the employee after consultation with the employer.

3.11.9 Upon termination of employment for any reason whatsoever, the employer shall furnish the employee with a certificate of service detailing that employee's name, period of employment, salary scale, title and nature of the work, including numbers of other employees supervised. It shall be signed and dated by an authorised representative of SUPRA and shall be provided on SUPRA letterhead.

3.11.10 An employees may resign at any time by giving the following period of written notice to the employer:

<b>Employees period of continuous service with the employer</b>	<b>Minimum period of notice</b>
Not more than one year:	2 weeks
More than one year:	3 weeks

### **3.12 SUCCESSOR TO SUPRA**

3.12.1 Where SUPRA is replaced or succeeded by another entity ("the successor body"); or SUPRA's business is transferred, assigned or transmitted to another entity ("the successor body") and as a result of this, an employee of SUPRA becomes an employee of the successor body, then:

- i) the continuity of the employee's employment is deemed not to have been broken by becoming an employee of the successor body; and
- ii) the employee's service with SUPRA shall count for all purposes in calculating the employee's entitlements with the successor body; and
- iii) in this situation, no employee shall be entitled to any payment (including but not limited to redundancy payments) from SUPRA arising from the termination of the employee's employment with SUPRA.

### **3.13 CIVIL LIABILITY**

3.13.1 The employer shall indemnify any employee against any and all civil action taken against any employee in respect of any reasonable action taken in the ordinary course of their employment and the carrying out of their duties.

## **PART 4: WAGES AND RELATED MATTERS**

### **4.1 SALARIES**

4.1.1 Staff covered under this Agreement will be paid according to an appropriate incremental position on the salary scale in Schedule 1, as amended by this clause.

4.1.2 Progression to the next incremental step within a level on the salary scale shall occur on the date of the anniversary of employment for each individual employee. Progression shall be automatic except where disciplinary procedures, as set out in 3.10, lead to the withholding of an increment.

4.1.3 An increase of 2% shall become payable on 15th December 2007. Subsequent increases of 2% shall become payable on every 15th June and 15th December until the last increase on 15th December 2009.

4.1.4 Salaries shall be paid fortnightly. Each employee shall receive, with their salary, written advice of the gross fortnightly salary to which (s)he is entitled, the amount of deductions made there from, and the net amount to be paid.

4.1.5 In addition to the amount specified herein a casual employee shall receive an additional loading of twenty percent (20%) of the normal hourly rate.

### **4.2 HIGHER AND EXTRA DUTIES ALLOWANCE**

4.2.1 An employee who is required to perform the duties of another employee on a higher wage scale for any reason shall be paid for the period for which such duties are assumed at a rate not less than the first step within the level at which the employee so relieved is remunerated.

### **4.3 RECLASSIFICATION**

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

4.3.2 An employee who seeks to have his or her duties re-classified to a higher level may apply to the employer for re-classification.

### **4.4 SUPERANNUATION**

4.4.1 All employees of SUPRA shall have a percentage of their gross salary, paid by the employer, which percentage shall be 9% of their gross salary (or any greater amount in accordance with the Superannuation Guarantee contribution). This amount shall be paid into a Superannuation Fund of the employee's choice on a monthly basis.

4.4.2 The employer shall match voluntary contributions made by any employee up to a further 5%.

### **4.5 FUNDS FOR ENTITLEMENTS**

4.5.1 The employer undertakes to keep funds to cover all accumulated entitlements including leave and redundancy in a secured trust fund.

## **PART 5: HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, AND WEEKEND WORK**

### **5.1 HOURS OF WORK**

5.1.1 The ordinary hours of work for full time employees shall be 35 hours per week (7 hours per day).

5.1.2 Employees shall normally work 7 hours per day except:

i) for part time employees who may work one or more fractional days per week,

ii) where the employer and employee mutually agree otherwise. Any such agreement must comply with all other conditions of 5.1.

5.1.3 "Ordinary working hours" means the hours between 8 am and 6 pm, Monday to Friday, during which ordinary rates of pay will apply as set out in schedule 1, unless the employer and employee reach and maintain continuing mutual agreement to an alternative set of working hours as outlined in clause 5.1.4.

5.1.4 The employer and an employee may mutually agree to vary the ordinary working hours by substituting an alternative ten hour period, to be known as the "nominated working hours" for that employee (eg 10 am to 8 pm). Where such an agreement is made, the nominated working hours will, for all intents and purposes, function as the ordinary working hours for that employee. This agreement may be withdrawn by either party.

5.1.5 Core working hours will be 10 am to 12 noon and 2 pm to 4 pm. Unless prevented by an agreement reached under clause 5.1.4, or unless prior agreement has been obtained from the employer, all employees will be expected to be at work during those hours.

5.1.6 The employer agrees that workloads should be capable of being completed during the ordinary hours of work. Where there is concern over workloads the matter can be referred to the Workplace Consultative Committee.

## **5.2 FLEX-TIME**

5.2.1 Subject to clause 5.2.2 and 5.2.4 an employee may vary the duration of daily workload by up to one hour in either direction without prior consultation with the employer.

5.2.2 Larger variations than those set out in 5.2.1 can occur where:

- i) the employee provides reasonable reason for the longer hours to the employer, and;
- ii) the employer and employee come to either a written or verbal understanding that a larger variation in working hours is permitted on a particular day or days.

5.2.3 All variations within ordinary or nominated working hours will accrue as surplus or deficit flex-time.

5.2.4 Flex-time hours may accumulate in surplus or deficit and shall be carried over from one pay period to the next. Accrued Flex-time should not equal more than 28 hours in surplus or 14 hours in deficit within any 6 month period.

5.2.5 An employee shall not accrue more than 2 days flex-time in surplus or in deficit in any calendar month.

5.2.6 It is the responsibility of the employee to ensure that any surplus or deficit of flex-time is managed in conformity with clause 5.2.4 and 5.2.5.

5.2.7 Approval to take flex-time during core working hours will be negotiated between the employee and employer.

## **5.3 MEAL BREAKS**

5.3.1 An employee shall not be required to work more than five (5) hours continuously without an unpaid meal break of at least thirty (30) minutes, subject to clause 5.1.

5.3.2 Where an employee is required to work for a period spanning two consecutive meal periods, the employer shall reimburse the employee for the second and subsequent meals set out in the University of Sydney General Staff rates.

## **5.4 OVERTIME**

5.4.1 "Overtime" means:

- i) time worked outside ordinary or nominated working hours as specified in clauses 5.1.3 and 5.1.4 or;

ii) any time worked more than one hour in excess of a normal 7 hour day, or more than one hour in excess of another normal working day period as specified in 5.1.2 i) - ii).

5.4.2 An employee shall require the employer's permission to work overtime except where the employee can show that there were extraordinary reasons why they needed to work overtime and could not gain the permission of the employer.

5.4.3 Overtime shall be paid at the following rates:

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

ii) for overtime worked on Saturdays or Sundays double-time shall be paid, with a minimum payment of 4 hours' pay at appropriate overtime rates,

iii) for overtime worked on public holidays double-time-and-one-half shall be paid, with a minimum payment of 4 hours' pay at appropriate overtime rates,

iv) part-time employees who work a regular pattern of hours shall be paid overtime for overtime worked in excess of their normal hours over a fortnight period.

v) by agreement between the employer and employee, an employee may accrue surplus flex-time in lieu of payment of overtime, at the rates specified in 5.4.3 (i) to (iii).

## **PART 6: LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **6.1 ANNUAL LEAVE**

6.1.1 An employee shall be entitled to recreation leave on full pay at the rate of twenty working days for each completed year of service from the date of appointment.

6.1.2 Where an employee is on annual leave but would otherwise have been eligible to take leave included in the public holiday provision of this agreement and/or Christmas closure the award holiday shall not be counted as such leave.

6.1.3 The time of taking annual leave shall be made by mutual agreement between the employee and the employer.

6.1.4 An employee shall be entitled to an annual leave loading equal to 17.5% of normal pay to be paid on top of normal pay at the time any annual leave is taken.

6.1.5 If an employee accrues more than 40 days annual leave then the employee may be notified in writing that they are required to use up to half of their entitlement. This leave will be taken at a time suitable to the employee and the employer, as negotiated over a negotiation period of up to one month. In the event that a suitable time cannot be agreed by the employee and the employer, the employer may then direct the employee to commence annual leave on dates to be determined by the employer and advised to the employee in writing with two months notice of the commencement of the annual leave.

6.1.6 At the termination of employment an employee shall be paid pro rata for all untaken annual leave and annual leave loading regardless of the reason for termination.

### **6.2 POOLED SICK, FAMILY/CARER, MOVING AND COMPASSIONATE LEAVE**

6.2.1 All employees shall be entitled to use a pool of 20 days paid leave (pro-rata for part time staff) in each year of service from the date of their employment for the mixed purposes of sick leave, family/carer leave, moving leave, and compassionate/bereavement leave with no individual limits applying to the different types of leave within this leave pool. Unused leave shall accrue at the rate of 15 days per year.

6.2.2 In the event that a full time employee is unable to perform duties through sickness or injury and where they may be granted 20 days leave in any year at the employer's discretion.



6.2.3 In the event that a full time employee is unable to perform duties through sickness or injury for the foreseeable future and where they have exhausted any entitlements provided for in 6.2.1 and 6.2.2, the employee shall be entitled to up to six months sick leave without pay.

6.2.4 Any absence on sick leave longer than three consecutive working days or in excess of 6 aggregate working days in one month shall require the presentation of an appropriate certificate from a qualified health practitioner.

6.2.5 Other than for serious misconduct the employer shall not terminate the services of an employee whilst the employee is on Sick, family/carer and compassionate or any other Leave.

6.2.6 If leave included in the public holiday provision of this agreement occurs during an employee's absence on Sick, family/carer and compassionate or other approved Leave, the award holiday shall not be counted as such leave.

6.2.7 Family/carer leave is available where an employee (other than a casual employee) is unable to attend work because of family/carer responsibilities. Such responsibilities include caring for an ill or incapacitated and/or dependent; child, including a child of a partner or ex-partner or a child for whom the employee has responsibility; partner; 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; living being who is of importance in the employee's cultural milieu.

6.2.8 An employee shall be entitled to compassionate leave each year without loss of pay provided that the employee shall notify the employer of the reason for such leave. Such leave is available upon the death, illness or injury of a; 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; living being who is of importance in the employee's cultural milieu.

6.2.9 Absence on family/carer or compassionate leave for any period in excess of three consecutive working days shall require submission of appropriate documentation explaining the period of leave.

6.2.10 Where an employee has exhausted all pooled leave entitlements, including accumulated leave entitlements, he or she is entitled to take unpaid compassionate leave. The employer 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 sixteen hours unpaid leave.

6.2.11 An employee may take unpaid carer's leave by agreement with the employer.

### **6.3 JURY SERVICE**

6.3.1 An employee required to attend for jury service during his/her ordinary working hours shall notify his/her employer as soon as possible of the date upon which they are required to attend for jury service. The employee shall give his/her employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service (other than the amount received in respect of travelling).

6.3.2 An employee will be reimbursed by his/her employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time had they worked as normal during the period.

### **6.4 LONG SERVICE LEAVE**

6.4.1 Employees shall be eligible for Long Service Leave as follows:

- i) After ten years continuous service - thirteen weeks leave on full pay or six months leave on half pay.
- ii) After fifteen years continuous service - nineteen and a half weeks leave on full pay or thirty-nine weeks on half pay.
- iii) continuous service in excess of fifteen years shall continue to accrue at the rate of 1.3 weeks per year. Such leave shall be available to an employee at any time.

6.4.2 Where an employee has completed at least five years of continuous service but less than ten years of continuous service, such an employee shall be entitled to a proportionate amount of long service leave on the basis of thirteen weeks for ten years' service.

6.4.3 If an employee has an entitlement to long service leave under this clause, but prior to taking such leave has their employment terminated by dismissal or by notice duly given by either party, they 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.

6.4.4 Service credits for the purpose of calculating long service leave are transferable from other student organisations with which SUPRA has a reciprocal agreement.

6.4.5 The employee shall, within twelve months of employment, or within twelve months of signing this agreement (whichever is the later), make any claim for recognition of prior service. A letter authorising the previous employer to provide SUPRA with such information as may be required for proof of entitlement and shall accompany such a claim.

6.4.6 Where an employee is on Long Service Leave and would otherwise have been entitled to any other form of leave in this agreement, such period will not be deducted from their long service leave entitlements.

6.4.7 All continuing part-time employees shall receive entitlements under the clauses of this section calculated on a pro-rata basis.

## **6.5 PARENTAL LEAVE**

### **6.5.1 Definitions**

For the purposes of this **clause 6.5**:

**Child** means:

- (a) a child (or children from a multiple birth) born to a staff member or a staff member's partner; or
- (b) a child who is placed with a staff member through an adoption process and who:
  - is less than five years of age;
  - is not the birth child of the staff member; and
  - has not lived continuously with the staff member for six months or longer.

**Parental leave** means an unbroken period of adoption leave, maternity leave, partner leave or special maternity leave.

**Partner leave** means unpaid parental leave taken by a staff member in accordance with **clause 6.5.6**.

**Primary care giver** means a staff member who has principal responsibility for providing care and attention for the staff member's child.

**Salary** means the rate of payment paid to the staff member in respect of the substantive position (pro-rata where applicable).

**Week** means a five day working week.

**6.5.2 General principles**

- (a) A staff member’s total absence on parental leave, (whether paid, unpaid or a combination of both) will not exceed 52 weeks from the date of commencement of the leave or the date of birth (or placement) of the child, and any period of annual leave or long service leave taken in conjunction with parental leave will count as part of the 52 week period, and any entitlements to paid parental leave or related benefits not accessed within 52 weeks of the date of birth (or placement) of the child will be forfeited.
- (b) Where a staff member’s partner is also a SUPRA staff member, the staff member’s entitlement to parental leave is reduced by any period of parental leave taken by their partner other than the period of 10 days paid partner leave which may be taken in accordance with **clause 6.5.6(a)**.
- (c) Applications for parental leave (including applications to vary approved leave) and arrangements for return to work after parental leave must be made in accordance with the notice **clause 6.5.13** below.
- (d) Public holidays falling during a period of parental leave count as part of the parental leave. If a public holiday falls in a period of paid parental leave, the staff member will be paid the same rate for the public holiday as the rate paid for the parental leave.

**6.5.3 Unpaid parental leave**

- (a) Staff (including casual staff as defined in **clause 6.5.3(b)**) may take up to 52 consecutive weeks’ unpaid parental leave in connection with the birth or adoption of a child.
- (b) A casual staff member who has worked for SUPRA on a regular and systematic basis for at least 12 months and has a reasonable expectation of ongoing employment on a regular and systematic basis may take unpaid parental leave under **clause 6.5.3(a)**.

**6.5.4 Paid maternity leave**

- (a) Female staff other than casual staff are entitled to paid maternity leave and benefits as follows:

<b>Years of continuous paid service at the expected date of birth</b>	<b>Leave and benefits</b>
(i) Less than 1 year	1 week’s paid leave for each completed month of service
(ii) 1 to 2 years	14 weeks’ paid leave (or 28 weeks’ leave at half pay)
(iii) More than 2 years	<p>(A) 14 weeks’ paid leave plus the benefits specified in (B), subject to the conditions in clauses 6.5.4(b) to 6.5.4(d); and</p> <p>(B) the equivalent value of 22 weeks’ salary, which may be taken as:</p> <p>(1) 38 weeks maternity leave at 60% of salary; or</p> <p>(2) a funded return to work program (without necessarily resuming full duties) which may include a mix of:</p> <p>(I) staff development opportunities (including funding or time release for further study);</p> <p>(II) other return to work assistance approved by SUPRA; or</p>

	<p>(III) a combination of the entitlements specified above equivalent in total to the value of 22 weeks' salary; or</p> <p>(3) leave by her partner, provided that her partner works for SUPRA and will be the primary care giver for the child.</p>
	(C)

- (b) Paid leave taken by a partner under **clause 6.5.4(a)(iii)(B)(2)(III)** will be paid at the female staff member's salary or the partner's salary, whichever is the lesser.
- (c) A staff member who has received benefits under **clause 6.5.4(a)(iii)(B)** will not be entitled to such benefits in respect of a subsequent period of leave unless two years have elapsed since the completion of the period of paid maternity leave under which the benefits were provided, but is entitled to leave under **clause 6.5.4(a)(iii)(A)**.
- (d) A staff member who applies for the benefits referred to in **clause 6.5.4(a)(iii)(B)** will be required to enter into a written agreement with SUPRA requiring them to:
  - (i) return to work for a period of at least 26 weeks following parental/maternity leave; or
  - (ii) repay all monies received or paid in excess of the 14 weeks' paid maternity leave referred to in **clause 6.5.4(c)**.
- (e) A female staff member whose child is stillborn is entitled to up to 14 weeks' paid maternity leave.
- (f) If the female staff member's salary changed temporarily due to her moving to a reduced hours position/arrangement because of her pregnancy, maternity leave will be paid at the female staff member's salary immediately prior to the reduction in hours.

### 6.5.5 Special maternity and sick leave

A female staff member may apply for unpaid special maternity leave, or may take paid sick leave, if her pregnancy terminates before the expected date of birth, or for a pregnancy-related illness.

### 6.5.6 Partner leave

A staff member is entitled to:

- (a) 10 days' paid partner leave at the time of the birth of their child (**short partner leave**); and/or
- (b) a further unbroken period of unpaid leave to be the primary care giver for the child (**extended partner leave**), subject to compliance with **clause 6.5.2(a)**.

### 6.5.7 Paid adoption leave

The provisions of **clause 6.5.4** (Paid Maternity Leave) and **6.5.6** (Partner Leave) apply to a staff member who is adopting a child. In addition, a staff member may apply for up to two days' unpaid leave to attend compulsory interviews or examinations for the adoption process.

### **6.5.8 Superannuation payments during paid parental leave**

SUPRA will make contributions to a staff member's superannuation fund during paid parental leave where permitted by the superannuation scheme to which the staff member belongs.

### **6.5.9 Effect of expiry of fixed term contracts**

- (a) Except as provided in **clauses 6.5.9(b)** and **(c)** a staff member employed on a fixed term contract will cease to have an entitlement to parental leave on the expiry of their contract.
- (b) A female staff member who is at least 20 weeks' pregnant at the time her contract expires and who is not offered further employment is entitled to 14 weeks' paid maternity leave unless:
  - she was offered and refused an offer of a further fixed-term contract of employment which was broadly comparable to her existing position; or
  - a significant majority of the duties and responsibilities of the fixed-term position are no longer being performed.
- (c) Where a female staff member is on maternity leave at the time her contract expires and is subsequently offered and accepts a further fixed-term contract of employment, the staff member will be entitled to take the balance of the maternity leave to which she would have been entitled had her contract not expired.

### **6.5.10 Return to work after parental leave**

- (a) A staff member is entitled to return to the position that he or she held immediately before taking parental leave, except that if a female staff member:
  - (i) was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer;
  - (ii) began working part-time because of the pregnancy, the relevant position is the position held immediately before the staff member began working part-time; and/or
  - (iii) immediately before starting maternity leave, was acting in, or temporarily performing the duties of, a position for a period equal to or less than the period of leave, the relevant position is the position held by the staff member immediately before taking the acting or temporary position.
- (b) A staff member may apply to work part-time after return from parental leave. Any part-time work arrangement that is agreed will be recorded as a variation to the staff member's contract of employment and will specify whether and when the staff member will return to full-time employment.
- (c) A female staff member may apply to return to work from maternity leave earlier than the leave dates agreed if the pregnancy terminates without the birth of a living child or the staff member gives birth to a living child but the child later dies.
- (d) A staff member may apply to extend their period of approved parental leave no later than four weeks before the end of their existing period of approved leave. Extended leave may be granted subject to operational needs and subject to the total period of leave not exceeding 52 weeks from the date of commencing leave.

### **6.5.11 Return to work during parental leave**

- (a) A staff member may apply to work on a full-time, part-time or casual basis within the period of parental leave, provided that the total period of parental leave does not exceed 52 weeks from the date of commencement.

### 6.5.12 Impact of parental leave on service

- (a) Paid parental leave counts as service for all purposes, but leave taken at less than full pay will affect the accrual of annual and long service leave.
- (b) Unpaid parental leave does count as service for any purpose except in that the case of staff with at least ten years' paid service, up to six months unpaid parental leave will count as service for the purposes of long service leave. Unpaid parental leave does not break continuity of service.

### 6.5.13 Notice

A staff member applying for parental leave must give SUPRA:

- a) In the case of partner or maternity leave at least ten weeks' notice of the expected date of birth, or of his or her intention to take extended partner leave, or expected date of placement in the case of adoption leave; and
- b) at least four weeks' prior to the commencement of maternity or partner leave, or least 14 days prior to the commencement of adoption leave (or otherwise as much notice as practicable after notification of the expected date of placement), an application for leave that includes an:
  - i) notice of the date on which the leave is expected to start and finish,
  - ii) in the case of maternity leave or partner leave, a certificate from a medical practitioner or midwife stating the expected date of birth, or in the case of partner leave a certificate from a medical practitioner or midwife stating that the staff member's partner is pregnant and giving the expected date of birth.
  - iii) in the case of maternity leave details of how she wishes to access her maternity leave (including any details of return to work assistance)
  - iv) A staff member applying for extended adoption or partner leave must also give SUPRA a statutory declaration giving:
    - the period of extended leave sought; and
    - advice confirming that the staff member will be the primary care giver during the period of leave; and
    - in the case of adoption leave, appropriate documentation from the relevant adoption agency concerning the expected date of placement.
- c) A staff member must give SUPRA at least four weeks' notice in writing of the expected date of return to work from parental leave.
- d) A notice provided by a staff member will either confirm the date given in the original application for leave or give a new date of expected return.
- e) A staff member may apply to extend any period of parental leave once only, provided that the application for extension:
  - i) is in writing;
  - ii) is made at least four weeks' before the end of the leave previously granted; and
  - iii) indicates a new date on which the leave is expected to finish (within 52 weeks).

f) Where information provided by the staff member in his or her original application for leave has changed, the staff member must provide revised documentation to support:

- i) the extension/changes to the leave application; and
- ii) any proposed changes to the return to work assistance previously requested.

## **6.6 FIRE FIGHTING AND EMERGENCY ASSISTANCE LEAVE**

6.6.1 An employee who is a member of any voluntary organisation called upon by either the State or Commonwealth Government or a competent authority under the State Disaster Plan to assist in fire fighting or other forms of emergency assistance (including auxiliary operations) shall be entitled to leave on full pay up to 3 days for the duration of the participation by the employee in operations.

6.6.2 An employee who responds to an appeal for volunteers to meet a declared bushfire or other emergency shall be entitled to leave on full pay for the duration of the operations.

6.6.3 An employee granted leave in accordance with sub-clause 6.6.1 or 6.6.2 shall be entitled to a further day on the completion of the service for the purpose of recovering from such participation.

## **6.7 LEAVE TO ATTEND ARBITRATION BUSINESS**

6.7.1 Leave with pay shall be granted for an employee where a matter related to SUPRA requires them to attend a hearing before the NSW Industrial Relations Commission or other relevant industrial tribunals. Additional paid leave of 1 day shall be granted to the employee for the purpose of preparing a case for such proceedings.

## **6.8 BLOOD DONOR LEAVE**

6.8.1 An employee who elects to donate blood shall be granted leave on full pay for the reasonable period of leave required for each attendance when the blood donor mobile collection service is at the University.

## **6.9 TRADE UNION TRAINING LEAVE**

6.9.1 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:

- i) That the employer receive written notice from the employee of the intended absence;
- ii) That the employer shall not be liable to pay an employee for more than 6 days' trade union training leave in any full year,
- iii) A further two days leave on full pay for one employee per year will be granted for the purpose of attending State and/or National Councils of the Union.
- iv) 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.

## **6.10 OTHER LEAVE**

### **Cultural Leave**

6.10.1 The Association recognises that the diversity of its staff is a positive feature, assisting to reflect and serve the wider community to which we belong. As such there will be recognition of significant festivals and dates celebrated by some cultural groups not accommodated by Australian public holidays.

6.10.2 Employees who access cultural leave must be participating in a community/cultural event and may be required to demonstrate their cultural/community or related religious affiliations.

6.10.3 Up to 3 days cultural leave shall be provided to each employee in each year. Pro rata for part time staff.

#### NAIDOC Leave

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

#### Leave Without Pay

6.10.5 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 pooled leave shall not apply during periods of leave without pay. Leave without pay shall normally extend for up to 12 months, though longer periods can be negotiated with the agreement of the employer.

6.10.6 Any period of leave without pay shall not be considered a break in service.

#### Christmas Closure

6.10.7 SUPRA offices shall close over the Christmas break for the same period as the University's Christmas closure. Staff shall be paid at normal rates for the period of closure.

#### Pre-Christmas Leave

6.10.8 Employees shall be entitled to one half-day's leave immediately prior to the Christmas closure.

#### Emergency Leave

6.10.9 Employees shall be granted up to 6 days paid leave per year for emergencies not covered in existing provisions. Such leave may include but is not limited to: natural disasters such as fire; storms; flooding; declaration of civil and/or state emergency.

6.10.10 The employee shall notify and provide appropriate documentation to the employer with regard to leave covered in 6.10.9.

#### Defence Forces Training Leave

6.10.11 SUPRA will grant an employee who serves on a part-time basis in the Australian Naval, Military or Air Force Reserves, paid leave to attend Defence Forces training as follows:

i) Annual training Navy - 13 calendar days each calendar year Army - 14 calendar days each calendar year Air Force - 16 calendar days each calendar year.

ii) School, class or course of instructions for: Navy - 13 calendar days each calendar year; Army - 14 calendar days each calendar year; Air Force - 16 calendar days each calendar year.

6.10.12 SUPRA may grant an employee a maximum of 4 days additional leave each year if their commanding officer states in writing that additional training is necessary.

6.10.13 SUPRA may allow an employee to take further leave to attend training as Annual Leave or Leave Without Pay.

6.10.14 If SUPRA refuses an employee's application to attend training they must give the employee written reasons for the refusal. The employee may be given leave to attend equivalent training.

### **6.11 PUBLIC HOLIDAYS**

6.11.1 All employees shall be entitled to all statutory public holidays.



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

## **6.12 SPECIAL LEAVE**

6.12.1 Nothing in this Agreement shall limit the discretion of the employer, in exceptional circumstances, to grant special leave on full or part pay for personal reasons. No reasonable request will be refused.

## **PART 7: TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **7.1 TRAVEL ALLOWANCES**

7.1.1 An employee who, with the approval of the employer, uses on official business a personal motor vehicle, shall be paid a mileage allowance equal to rates prescribed by the Australian Taxation Office.

7.1.2 When an employee travels on SUPRA business the employer shall either:

- i) Book and pay for travel and accommodation costs for staff; or
- ii) Reimburse all travel and accommodation costs.

7.1.3 When an employee travels on SUPRA business the employer shall provide a daily expenses allowance at University of Sydney general staff rates.

### **7.2 BUSINESS TRAVEL**

7.2.1 Time spent by an employee in travelling on SUPRA business shall count as time worked by the employee, provided that time spent travelling to and from work shall not count as daily business travel, except where the employee is recalled to work overtime on the same day.

### **7.3 COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY**

7.3.1 SUPRA shall reimburse the employee for any reasonable loss or damage to personal property, where the loss or damage is incurred in the course of the employee undertaking his/her duties, and where the use of the employee's personal property was required for the performance of such duties.

7.3.2 Compensation shall be reimbursed to the full cost of repair to, or replacement of, the employee's personal property.

## **PART 8: OCCUPATIONAL HEALTH AND SAFETY**

### **8.1 WORKERS COMPENSATION MAKE-UP PAY**

8.1.1 An employee shall be entitled to 'make-up' payments for any absence for which they are entitled to workers compensation, up to a maximum period of 12 months. Such make-up payments shall be the difference between the employee's ordinary weekly salary and the workers' compensation payments for the period of the absence.

### **8.2 WORKING ALONE**

8.2.1 An employee who is required to work alone, in any work area, outside the normal span of hours is entitled to appropriate security arrangements, as mutually agreed between the employer and employees.

### **8.3 FIRST AID ALLOWANCE**

8.3.1 An employee who agrees to be the first aid officer shall be paid an allowance at the same rate as set out in the University of Sydney General Staff Agreement.

8.3.2 An employee who agrees to be the first aid officer shall have all expenses involved in attaining the relevant training reimbursed. Time spent on such training shall be regarded as work time and if it is out of hours appropriate overtime rates shall apply.

## **PART 9: UNION RELATED MATTERS**

### **9.1 RIGHT OF ENTRY**

9.1.1 A duly accredited representative of the Union shall be entitled to enter a place of employment for the purpose of inspecting the premises (in the company of the President or representative) or of interviewing an employee covered by this Agreement, provided that their presence is reported to the employer upon entry.

### **9.2 UNION MEETINGS**

9.2.1 All employees shall be entitled to reasonable time without loss of pay for the purpose of attending union meetings with one or more officers or officials of the union.

9.2.2 All employees may make reasonable use of the employer's facilities for the purpose of communicating union business provided this does not interfere with the employees' completing their ordinary hours of work.

9.2.3 Reasonable notice of union meetings and the use of facilities shall be given by the employees to the President.

### **9.3 UNION DUES AND HEALTH FUND DEDUCTIONS**

9.3.1 The employer shall make deductions from an employee's salary and arrange payment to the union or health fund of the employee's choice, if so requested by the employee.

### **9.4 UNION INFORMATION**

9.4.1 The employer will provide all new staff with information and a membership form supplied by the NTEU.

## **PART 10: ANTI DISCRIMINATION**

### **10.1 COMMITMENT TO ANTI-DISCRIMINATION PRINCIPLES**

10.1.1 The parties are committed to an inclusive workplace and the principles of equity, diversity and equal opportunity.

10.1.2 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. SUPRA will not discriminate against its employees on the basis of race, colour, sex, transgender status, sexuality, 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.

10.1.3 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 fulfillment 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.

10.1.4 Employees in same-sex relationships shall enjoy the same rights and entitlements as those in heterosexual relationships and shall explicitly have the right to declare their sexual orientation in the workplace without fear of harassment and/or discrimination.

10.1.5 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.

10.1.6 SUPRA and the NTEU recognise that employees' family responsibilities are important to employees and can affect their work performance. The Council will take all reasonable steps to 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 whenever possible.

10.1.7 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 the Council of the Sydney University Postgraduate Representative Association

Name:

Date:

Signature:

SIGNED as a witness

Name:

Date:

Signature:

SIGNED for and on behalf of the National Tertiary Education Industry Union

Name:

Date:

Signature:

SIGNED as a witness

Name:

Date:

Signature:

Schedule 1 Salary Scale - Permanent Staff

Classification	Step		plus 2%	plus 2%	plus 2%	plus 2%	plus 2%
Level		15/6/07	December 15, 2007	June 15, 2008	December 15, 2008	June 15, 2009	December 15, 2009
Level ONE	Step 1	\$37,540	\$38,291	\$39,057	\$39,838	\$40,635	\$41,447
	Step 2	\$38,519	\$39,289	\$40,075	\$40,877	\$41,694	\$42,528
	Step 3	\$39,823	\$40,619	\$41,432	\$42,260	\$43,106	\$43,968
Level TWO	Step 1	\$40,920	\$41,738	\$42,573	\$43,425	\$44,293	\$45,179
	Step 2	\$41,987	\$42,827	\$43,683	\$44,557	\$45,448	\$46,357
	Step 3	\$43,409	\$44,277	\$45,163	\$46,066	\$46,987	\$47,927
Level THREE	Step 1	\$44,605	\$45,497	\$46,407	\$47,335	\$48,282	\$49,248
	Step 2	\$45,768	\$46,683	\$47,617	\$48,569	\$49,541	\$50,532
	Step 3	\$47,318	\$48,264	\$49,230	\$50,214	\$51,219	\$52,243
Level FOUR	Step 1	\$48,622	\$49,594	\$50,586	\$51,598	\$52,630	\$53,682
	Step 2	\$49,889	\$50,887	\$51,904	\$52,942	\$54,001	\$55,081
	Step 3	\$51,579	\$52,611	\$53,663	\$54,736	\$55,831	\$56,948
Level FIVE	Step 1	\$53,000	\$54,060	\$55,142	\$56,244	\$57,369	\$58,517
	Step 2	\$53,786	\$54,862	\$55,959	\$57,078	\$58,220	\$59,384
	Step 3	\$55,455	\$56,564	\$57,695	\$58,849	\$60,026	\$61,227
	Step 4	\$57,240	\$58,385	\$59,552	\$60,743	\$61,958	\$63,197
	Step 5	\$58,960	\$60,139	\$61,342	\$62,569	\$63,820	\$65,096
Level SIX	Step 1	\$61,017	\$62,238	\$63,483	\$64,752	\$66,047	\$67,368
	Step 2	\$62,701	\$63,956	\$65,235	\$66,539	\$67,870	\$69,227
	Step 3	\$64,383	\$65,670	\$66,984	\$68,323	\$69,690	\$71,084
	Step 4	\$65,702	\$67,016	\$68,356	\$69,723	\$71,118	\$72,540

Level SEVEN	Step 1	\$67,095	<b>\$68,437</b>	<b>\$69,806</b>	<b>\$71,202</b>	<b>\$72,626</b>	<b>\$74,078</b>
	Step 2	\$69,194	<b>\$70,578</b>	<b>\$71,989</b>	<b>\$73,429</b>	<b>\$74,897</b>	<b>\$76,395</b>
	Step 3	\$71,291	<b>\$72,717</b>	<b>\$74,171</b>	<b>\$75,655</b>	<b>\$77,168</b>	<b>\$78,711</b>
	Step 4	\$73,625	<b>\$75,098</b>	<b>\$76,600</b>	<b>\$78,132</b>	<b>\$79,694</b>	<b>\$81,288</b>

## **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.