

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA07/4

TITLE: University of Technology Sydney, Students' Association (PACCT Staff) Enterprise Agreement 2007-2010

I.R.C. NO: IRC7/53

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by University of Technology Sydney Students' Association, located at 323, Level 3, Tower Bldg. 15-73 Broadway 2007, who fall within the coverage of the Clerical and Administrative Employees (State) Award

PARTIES: University of Technology Sydney Students' Association -&- the National Tertiary Education Industry Union

**UNIVERSITY OF TECHNOLOGY, SYDNEY,
STUDENTS' ASSOCIATION**

ENTERPRISE AGREEMENT

2007-2010

TITLE:

This Agreement shall be known as the University of Technology, Sydney, Students' Association (PACCT Staff) Enterprise Agreement.

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PART 1: GENERAL PROVISIONS

1.1 COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement shall come into force on and from the beginning of the first pay period on or after the date of certification and shall operate for a period of three years.

1.2 APPLICATION

This Agreement shall be binding according to its terms on:

- (i) The National Tertiary Education Industry Union, its members and persons eligible to be members;
- (ii) The University of Technology, Sydney, Students' Association, including any successor organisation.

and applies to all staff employed by the University of Technology, Sydney, Students' Association.

As all student office bearers are paid by honorarium they are not covered by this Agreement.

1.3 AWARDS

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

1.4 DEFINITIONS

“Employer” means the University of Technology, Sydney, Students' Association (UTS SA) including any successor organisation.

“Full time” employee means an employee engaged as working for the ordinary hours prescribed for the classification, being 35 hours per week.

“Part time” employee means an employee who is employed to work for at least 20 hours per week and not less than three regular days each week, and is entitled to pro rata conditions of full time employees.

“Casual” employee means an employee engaged as working on an hourly basis.

"Supervisor" means the President of the UTS Students' Association, unless otherwise stated in an employee's letter of appointment and/or job description.

"Staff Committee" means all members of staff employed by the Association.

"Union" means the National Tertiary Education Industry Union.

"Student Representative Council" means the official body of elected student representatives responsible for the management and control of the UTS Students' Association, the membership and powers of which are defined in Part 3 of the Constitution of the UTS Students' Association.

1.5 DURESS

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

PART 2: COMMUNICATION AND CONSULTATION

2.1 PERSONNEL COMMITTEE

2.1.1 The Personnel Committee will be empowered by the Students' Association to deal with matters involved with the employment of staff within the Students' Association, including but not limited to:

- (i) Grievance, disciplinary and harassment procedures;
- (ii) Any matters specifically referred to under this Agreement;
- (iii) Any matter referred to it by a staff member;
- (iv) Other matters that may be delegated by Council or are necessary to be carried expeditiously and discreetly in relation to the employment of staff.

2.1.2 The Committee shall comprise of:

- (i) The President;
- (ii) Education Vice-President, or an alternate; and
- (iii) Two elected staff members, or their alternates.

2.1.3 The Executive Officer who will act as convenor and minute secretary. The President will have the casting vote. However, if the Executive Officer is elected to the Personnel Committee, they will retain their duty as Minute Secretary. The Convenor of

the Personnel Committee can, on request, provide guidelines and recommendations with regard to wage relativities and related matters.

- 2.1.4 Appeals to the decisions of the Personnel Committee can be made in the first instance to the Executive and then if unresolved to the Student Representative Council.

2.2 EMPLOYMENT POLICY

Staffing policy will be formulated by the Personnel Committee, in conjunction with the Students Representative Council, the Executive Officer and the relevant employee's Union branch.

2.3 GRIEVANCE PROCEDURES

- 2.3.1 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, except in classes of cases where the union and management have agreed on alternative procedures.

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

- 2.3.3 This clause shall not remove the right of either party to take action pursuant to Industrial Relations Tribunals.

- 2.3.4 *Procedure for Grievance Resolution.*

(i) The aggrieved employee should first discuss the grievance with the supervisor, but if the grievance concerns the supervisor then the matter should be discussed with the President or Executive Officer as is appropriate.

(ii) All reasonable attempts to resolve the issue must be made as soon as is practicable. Where the matter is resolved, no record shall be kept.

(iii) 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 matter will be referred to the Personnel Committee.

(iv) If the matter cannot be resolved by the Personnel Committee, the employee may notify a duly authorised

representative of the relevant union, who may forthwith take the matter up with the employer, and a meeting will be arranged within seven days.

(v) Whilst the above conciliatory procedure is being followed, work shall continue normally where it is agreed there is an existing custom, but, in other cases, work shall continue on the instruction of the employer, or unless another mutually agreeable alternative is possible, and in accordance with industrial and anti-discrimination legislation. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this clause.

(vi) Notwithstanding the above sub-clauses, the right exists to take a grievance or dispute to New South Wales Industrial Relations Commission at any time for resolution through conciliation or arbitration if necessary. The parties agree to abide by the Commission's decision.

2.4 MANAGING CHANGE IN THE WORKPLACE

- 2.4.1 The parties to this agreement acknowledge that sound management of workplace change requires the involvement of the people who shall be directly affected by the change.
- 2.4.2 All affected employees shall be consulted in accordance with this clause in relation to any proposed organisational change.
- 2.4.3 All affected employees and the union consulted under this clause must be given sufficient information in relation to the proposed organisational change to allow effective consultation about the likely impact on the employees.
- 2.4.4 In accordance with this clause, proposed organisational change is the subject of negotiation with the union.
- 2.4.5 Any proposed organisational change will not be effectively implemented until such time as the negotiations have been finalised with the union, in accordance with this clause.
- 2.4.6 The organisational change referred to in this clause includes:
 - (i) changing work practices;
 - (ii) introducing significant technological change; and
 - (iii) relocating employees to another area of the Students' Association.
- 2.4.7 Employees are affected by organisational change where the proposed change is likely to have a significant impact on the

employee's work practices, working conditions or employment proposals.

- 2.4.8 The Students' Association shall initially discuss the aims/reasons/goals and any proposed means for examining workplace change with affected staff and the union. These discussions shall be wide ranging and shall include employees likely to be directly affected.
- 2.4.9 Negotiation under this clause on any proposed organisational change will take place through a joint union/Students' Association Consultative Committee.
- 2.4.10 Such shall have even numbers of employer and union members, and union members may invite a union representative to sit on the Committee.
- 2.4.11 Where either party considers that proposal for organisational change would, if adopted:

- (i) increase the proportion of work undertaken by employees;
- (ii) involve the contracting out of work usually performed by employees;
- (iii) increase average annual workloads; or
- (iv) reduce the proportion of employees who are women, or from non-English speaking backgrounds, or from Aboriginal or Torres Strait Islander backgrounds;

the appropriate joint union/Students' Association Consultative Committee must agree that such change is in the interests of the Students' Association and its employees, and is not in breach of any applicable law, before that proposed organisational change is implemented.

- 2.4.12 Where agreement under this clause cannot be reached, either party may refer the matter to the disputes handling procedures under clause 2.5.

2.5 DISPUTES HANDLING PROCEDURES

- 2.5.1 This clause applies to matters where an employee(s) is aggrieved about matters relating to structural change within the organisation, particularly but not limited to matters discussed in clause 2.4.
- 2.5.2 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.

2.5.3 Where a dispute is not resolved under subclause 2.5.2 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 employees; and
- (ii) two nominees of the Students' Association

2.5.4 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.

2.5.5 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 the Students' Association;
- (iii) the Executive 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.

2.5.6 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 or arbitration if necessary. The parties agree to abide by the Commission's decision.

2.6 ANTI-DISCRIMINATION

2.6.1 The parties are committed to an inclusive workplace and the principles of equity, diversity and equal opportunity. It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, colour, sex, transgender status, sexual preference, age, physical or mental disability, marital status, family and carer responsibilities, pregnancy, ethnic or ethno-religious background, trade union membership or activity, political opinion, religious belief, national identity or social origin.

2.6.2 Employees in same-sex relationships shall enjoy the same rights and entitlements as those in heterosexual relationships.

- 2.6.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 2.6.4 All parties to this Agreement shall abide by the terms and conditions of the NSW Anti-Discrimination Act 1977, the Commonwealth Sex Discrimination Act 1984, the Commonwealth Race Discrimination Act 1975, and the Commonwealth Disability Discrimination Act 1992.
- 2.6.5 Under the *Anti-Discrimination Act 1977* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 2.6.6 The Council and the NTEU recognise that employees' family responsibilities are important to employers and can affect their performance at work. The Council will ensure that all related legislation is observed in such a way to ensure a discrimination free work environment. In addition, the Council is committed to assisting those employees with family responsibilities to maintain their employment with the Council.
- 2.6.7 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (c) A party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 2.6.8 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

PART 3: EMPLOYMENT RELATIONSHIPS AND RELATED ARRANGEMENTS

3.1 ONGOING EMPLOYMENT

A review of the standing and prospects of the employer will occur between October and December 2008 to determine if ongoing appointments can reasonably be made. If not all positions are to be filled by ongoing appointments, which positions will be so filled will be determined [according to the operational needs of the organisation](#). A staff member appointed through fixed term contract to a position for which a permanent appointment is then to be made shall be offered such appointment. If, in the event that the staff member does not accept an offer of permanent appointment, the position subsequently becomes vacant, appointment to the position shall be on a permanent basis.

3.2 INTERNAL ADVERTISING FOR VACANT POSITIONS

3.2.1 Whenever a staff vacancy occurs within the organisation, existing staff shall be given the opportunity to apply for transfer into the vacant position prior to advertising externally.

3.2.2 A Selection Committee shall be formed comprising:

- (i) The President or nominee;
- (ii) two students members of the SRC; and
- (iii) two members of staff selected by and from the Staff Committee.

The Chair of the Selection Committee will have the option of appointing an additional independent person from outside of the organisation.

3.2.3 Quorum for the Selection Committee shall be two student representatives and two staff representatives.

3.2.4 The Selection Committee shall make a recommendation to the Executive regarding applications for transfer. In considering an application for transfer, the Selection Committee and the Executive shall have to regard the following factors:

- (i) The requirements of the vacant position;
- (ii) The applicant's current duties;
- (iii) Demonstrated and relevant skills and abilities of the applicant;

(vi) The amount of retraining required for the applicant to carry out the requirements of the position.

3.2.5 In the event that the application is unsuccessful, the Executive shall supply the applicant with reasons for the decision.

3.3 EXTERNAL ADVERTISING FOR VACANT POSITIONS

3.3.1 In the event that no internal applicants are appointed for a vacant position, that position will then be advertised externally.

3.3.2 A Selection Committee shall be formed comprising:

- (i) The President or nominee;
- (ii) two student representatives of the SRC; and
- (iii) two members of staff selected by and from the Staff Committee.

The Chair of the Selection Committee will have the option of appointing an additional independent person.

3.3.3 Quorum for the Selection Committee shall be two student representatives and two staff representatives.

3.3.4 The Selection Committee shall make a recommendation to the Executive regarding the appointment of a successful applicant.

3.4 MATERIAL RECEIVED ON COMMENCEMENT OF EMPLOYMENT

All new employees will be provided with a copy of this Agreement, a letter of appointment and/or employment contract, application for membership of the Union, a pay-roll deduction authority and information on superannuation programs. The relevant union delegate will be told of the new appointment.

3.5 FIXED TERM CONTRACTS

3.5.1 Staff will only be engaged on a fixed term contract where:

- (i) A position is of a temporary nature and limited duration for the purpose of undertaking a specific project or task; or
- (ii) The position is vacant as a result of an employee's absence on leave (paid/unpaid leave) or secondment, or is otherwise absent from duty;

(iii) The position is funded from a specific-purpose external grant;

(iv) or by agreement between the Personnel Committee and the Union.

3.5.2 In the event that a contract established under Clause (i) is intended to be extended, a review of the position will be undertaken by the Personnel Committee to ensure that the proposed extension still complies with the conditions set down under Clause 3.5.

3.5.3 All staff employed in contract positions will receive all entitlements other than redundancy and long service leave on a pro-rata basis, plus a 5% loading for the time of their contract, which shall be conveyed in their letter of appointment.

3.6 CASUAL EMPLOYMENT CONDITIONS

3.6.1 A casual employee shall be paid for a minimum of three hours each attendance whether or not the time for which the person is hired is less than three hours except for student casuals who can be hired for a one hour minimum.

3.6.2 A casual employee shall be paid per hour the ordinary rate plus 25%.

3.6.3 A casual employee shall not be entitled to payment for public holidays unless the employee is required to work on such a day and shall not be entitled to paid leave of any kind.

3.6.4 On engagement a casual employee shall be given by the Executive Officer written advice of:

- (i) the classification of the employee;
- (ii) the wage rate of the employees
- (iii) the hours of duty and time of attendance of the employee;
- (iv) the terms and conditions of employment applicable to the employee.

3.7 FLEXIBLE FORMS OF EMPLOYMENT

During the life of this Agreement, the parties will meet to develop policy on flexible forms of employment including, by mutual agreement, job-sharing and temporary transfer to part time work.

3.8 DISCIPLINARY PROCEDURES

3.8.1 *Circumstances leading to disciplinary action.*

The employer may instigate disciplinary procedures where an employee:

- (i) Performs the specified duties of their position in an unsatisfactory manner; or
- (ii) Behaves in a manner which is an impediment to the carrying out of the employee's work or that of other employees; or
- (iii) Unreasonably behaves in a manner detrimental to clients; or
- (iv) Acts in a manner prejudicial to the health or safety of themselves, other employees or clients' or
- (v) Wilfully breaches the employer's stated policy or regulations or published procedures.

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

3.8.2 *Instigation of disciplinary procedures.*

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 to the employee, and the supervisor shall record the times and date of events which have led to the disciplinary action. The employee will be entitled to have Union representation at any time during the process.

3.8.3 *Informal Counselling phase.*

The supervisor 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 supervisor 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.

In the event that the matter is resolved in this phase, all documents relating to the disciplinary procedures will be destroyed.

3.8.4 *First Warning.*

(i) Where a disciplinary matter is not resolved during informal counselling, a first warning in writing shall be given by the employer to the employee. This first warning shall include a statement of the reasons for dissatisfaction, a clear statement of the level of performance that is considered satisfactory and shall propose a time frame for monitoring the progress of the complaint.

(ii) Following the issuing of a first warning an interview will be conducted between the supervisor and the employee. Each may have a representative at the interview if they so desire.

(iii) At the conclusion of the interview a jointly signed statement acknowledging receipt of the first warning and any agreement reached shall be placed on the employee's file. The signing of the statement shall serve only as acknowledgment that a first warning has been received.

(iv) Where the matter is resolved a jointly signed statement to that effect shall be placed on the employee's file. In this instance, the relevant documents will remain on file for 6 months.

3.8.5 *Second and Final Warning.*

(i) Where the matter is still not resolved a second and final written warning shall be issued to the employee. This warning shall state clearly the reasons for proceeding with disciplinary action and specify a date by which the matter should be resolved. An interview between the employer and employee will set out the reasons for the issuing of the second warning and the time frame for resolution of the matter. The employee may elect to have a representative at the meeting.

(ii) At that interview the supervisor shall:

(a) State clearly the reasons for the written warning

(b) Identify clearly the level of performance that is considered satisfactory.

(c) Ensure that the staff member clearly understands the problem.

(d) Set, in negotiation with the staff member, a time-frame for the resolution of the problem.

(e) 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.

(iii) The employer and employee will sign a joint statement acknowledging that the second warning has been received and the time frame for resolution has been set.

(iv) Where the matter is resolved in this stage a jointly signed statement to that effect shall be placed on the employee's file. In this event, the relevant documents will remain on file for 9 months.

3.8.6 *Formal Inquiry Procedure.*

(i) Should the matter remain unresolved after the application of the procedures in clauses 3.8.4 and 3.8.5, Committee of Inquiry shall be convened.

(ii) The Committee of Inquiry shall comprise:

(a) The President (has normal vote plus the casting vote)

(b) One member of Executive appointed to sit on Committees of Inquiry.

(c) Two staff members elected by the Staff Committee

(d) The Executive Officer (Convenor - the convenor has no voting rights)

(iii) Neither the staff member concerned, the Executive Officer concerned nor the supervisor to whom authority has been delegated under 3.8.2 shall serve on the Committee of Inquiry in this circumstance.

(iv) The staff member concerned shall receive at least five 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.

(v) 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.

(vi) During the life of this agreement, the parties will meet in order to develop streamlined and improved procedures for the convening of a Committee of Inquiry. If the parties reach agreement to vary these procedures, they shall submit the agreed variations to the NSW Industrial Relations Commission as a variation of the Enterprise Agreement.

3.8.7 *Disciplinary Matters Instituted by a Student/s.*

In a case where a Students' Association Office bearer, the Executive or the Student Representative Council institutes disciplinary action against a staff member, the procedures outlined in clauses 3.8.2 - 3.8.5 shall be followed, with the exception that the Executive Officer may serve on the Committee of Inquiry in lieu of their nominee.

3.8.8 *Procedures where the Staff Member is the Executive Officer.*

In this instance the Committee of Inquiry should comprise:

- (i) The President (has normal voting rights plus the casting vote)
- (ii) Two staff members elected by the Staff Committee.
- (iii) One member of Executive appointed to sit on Committees of Inquiry.

3.8.9 *Committee of Inquiry Outcome and Appeals Procedure.*

(i) The Committee of Inquiry shall recommend one of the following courses of action, and this recommendation shall remain on file:

- (a) that the complaint be dismissed and that a letter to that effect be placed on the staff member's personnel file;
- (b) that no action be taken;
- (c) that the staff member be transferred to another position, subject to a position being available;
- (d) that the staff member be reprimanded;
- (e) that any salary increment for the staff member be withheld for up to one year;
- (f) that the staff member be dismissed.

(ii) The Committee of Inquiry shall notify the staff member concerned of its decision in writing and where the staff member is aggrieved by that decision, he or she may lodge an appeal against the outcome within 7 days of being notified of the decision.

(iii) The Executive (in closed session) shall receive and arbitrate Appeals relating to the findings of Committees of Inquiry. The Executive, acting as the Appeals Committee, may endorse the decision of the Committee, may impose a less severe penalty or may dismiss the charge against the staff member, but may not impose a more severe penalty.

(iv) The decision of the Committee of Inquiry, in the absence of an Appeal, shall be implemented by the President. Copies of the Committee's report and letter shall be included in the personnel file of the staff member concerned.

(v) During the life of this agreement, the parties will meet to develop proposals related to the existing and other possible courses of action available to the Committee of Inquiry in order to improve the fairness of these to employees. If the parties reach agreement to vary the courses of action available to the Committee of Inquiry, they shall submit the agreed variations to NSW Industrial Relations Commission as a variation of the Enterprise Agreement.

3.8.10 *Summary Suspension.*

The President 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. 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 SA equipment and/or money or be openly and deliberately abusing SA 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 President.

(iv) The Executive Officer shall be informed of the suspension at the earliest reasonable time.

(v) The President shall initiate an inquiry pursuant to procedures described beginning with sub-clause 3.8.6.

(vi) In the event that proceedings commenced pursuant to sub-clauses 3.8.10 are discontinued, the President shall lift the suspension and provide the staff member with a letter acknowledging that there was no case to answer, and the staff member will return to duty and, if suspended without pay, shall be repaid full salary for the period of suspension.”

(vii) In the event that an inquiry constituted in accordance with sub-clause 3.8.6 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. In addition the staff member shall be repaid full salary for the period of the suspension.

3.9 TERMINATION

- 3.9.1 No staff member will be unfairly, unjustly, harshly, unreasonably or wrongfully dismissed. A staff member’s employment may only be terminated by the employer in accordance with the provisions of this Agreement.
- 3.9.2 An employee is required to give two weeks notice of intent to resign. On termination, an employee shall be paid all accrued leave to which they are entitled. This means all annual leave with the relevant loading, time-in-lieu hours, and any long service entitlements. Such moneys shall be paid during working hours, or posted by pre-paid registered post to the employee on the next working day. The employer shall furnish the employee with a certificate of service and employment separation certificate.
- 3.9.3 All contract staff will be given a minimum of five weeks notice concerning the renewal, or any changes to, their contract. Where that notice is not given, the employee will be entitled to an equivalent pay out for that period.

3.10 REDUNDANCY

- 3.10.1 Where the Students' Association forms a view that there is a possibility that a position or positions may become surplus to requirements they shall act in accordance with this clause.
- 3.10.2 (i) Redundancy may only occur due to financial exigency or organisational restructuring.
(ii) Except where an employee declines a reasonable offer of appropriate redeployment and retraining, where potential

redundancies arise solely from a proposal to restructure and not from financial exigency, no employee shall be retrenched involuntarily.

(iii) Any employee displaced from their current position due to a restructuring proposal which is not the result of financial exigency must be offered redeployment to any newly created position with appropriate retraining.

(iv) No employee shall suffer a reduction in salary level and related increases under this Agreement, as a result of any redeployment under 3.10.2(iii). If an employee is redeployed due to a restructuring proposal which is the result of financial exigency, no employee shall suffer a reduction in salary level and related increases under this Agreement for a period of at least six months from the date of redeployment.

(v) An employee who is subject to redeployment may elect to be made redundant at any time prior to redeployment or during the twenty (20) weeks from the date of redeployment. Should this they will receive a payment as outlined in clause 3.10.13

3.10.3 The Students' Association shall, upon forming a view that a position or positions may become surplus to requirements, provide to all employees and the NTEU details of the number of positions affected, the reasons for the proposed redundancy, those measures taken by the Students' Association to avert the redundancy or to mitigate any adverse effects of the redundancy and all financial or other relevant information.

3.10.4 The Students' Association shall then refer the matter to the Personnel Committee for consideration. A recommendation of the Personnel Committee to reduce staffing levels, or to significantly restructure one or more positions, which may lead to a position or positions being declared redundant, must be supported by a simple majority of the members entitled to vote at a properly constituted meeting of the Personnel Committee, to which seven days notice has been given.

3.10.5 Any such recommendation of the Personnel Committee must be made in writing to the Students' Association Executive and must identify the grounds and reasons by which the recommendation is made and any proposals considered to avert or mitigate the effects of the redundancy.

3.10.6 After consideration of the recommendation by the Personnel Committee the Students' Association Executive may either, accept the recommendation, reject the recommendation, or

refer the matter back to the Personnel Committee for further action.

- 3.10.7 In the event that the Students' Association Executive by a simple majority, accepts the recommendation of the Personnel Committee, the President shall negotiate with NTEU representatives about measures that may be taken to avert the possible redundancy.
- 3.10.8 Following the negotiation required by subclause 3.10.7, should the Students' Association form a view that a position is or a number of positions are surplus to the requirements of the organisation, the President shall identify to all employees the number of surplus positions and shall offer to all affected employees the opportunity to apply for a voluntary separation package in accordance with subclause 3.10.13.
- 3.10.9 Criteria for determining which staff member(s) application for voluntary separation will be accepted, will be agreed between the Students' Association and the employees, prior to the call for applications for voluntary separation being made.
- 3.10.10 All employees in receipt of an offer of voluntary separation shall be granted 6 weeks from the receipt of a written offer of a voluntary separation to decide whether to apply for the package.
- 3.10.11 The Students' Association shall approve applications for voluntary separation from any staff member who applies, provided that the number of voluntary separation packages does not exceed the number of surplus positions previously identified by the Students' Association and that acceptance of all applications for voluntary separations will not result in the Students' Association being unable to function.
- 3.10.12 Prior to an application for a voluntary separation package being accepted by the Students' Association, the date of termination will be decided by the employee concerned in consultation with the President. Notwithstanding this, the staff member will be guaranteed a minimum of 4 weeks employment from the date of acceptance of the application. This period can be reduced or extended by mutual agreement, but if reduced, will not be paid out.
- 3.10.13 In regard to subclauses 3.10.10 and 3.10.16 affected staff members will receive:

- i) A lump sum payment of 420 hours salary, if full-time, or pro-rata if part-time,
- ii) an additional lump sum calculated at the rate of:
 - a) per year of the employee's service with the Students' Association completed after the commencement of this agreement, of:
 - 1) 105 hours salary for the first 10 years of the employee's service; and
 - 2) 70 hours salary for the remaining years of the employee's service, if full-time, or pro-rata if part-time, to a maximum entitlement of 2730 hours salary, if full-time, or pro-rata if part-time, for the total payment under i) and ii) (a), but reducing this maximum by 630 hours if payment is made under Schedule 3 of this Agreement and by all hours paid under ii) (b), and
 - b) per year of service with the Students' Association completed before the commencement of this agreement of:
 - 1) 140 hours salary for the first 3 years of the employee's service; and,
 - 2) 105 hours salary for the next 2 years of the employee's service; and,
 - 3) 87.5 hours salary for the remaining years of such service,

if full-time, or pro-rata if part-time, as of December 31, 2006, to a maximum entitlement of 2100 hours salary, if full-time, or pro-rata if part-time, as of December 31, 2006, under this sub-clause; and
 - 4) 14.75% of the hours salary payable under parts 1), 2) and 3) of this sub clause, in addition to the above,
- (iii) Payment of all accumulated entitlements including all untaken annual leave, long service leave, days in lieu or rostered days off.

3.10.14 Where after completion of the voluntary separation process identified in subclause 3.10.10 there are still surplus positions in accordance with the decision of Students' Association Executive at subclause 3.10.7, the Personnel Committee shall recommend to the Council the criteria for identifying which specific position(s) is surplus to requirements.

3.10.15 A decision to declare a position or positions as surplus to requirements must be supported by a simple majority of the members entitled to vote at a properly constituted meeting of

the Students' Association Council, to which at least seven days notice has been given.

- 3.10.16 Where a specific employee's position is so declared that employee shall be offered the voluntary separation package identified in subclause 3.10.13.
- 3.10.17 Where an employee has been informed that his/her position has been identified as surplus to requirements that employee may appeal against the decision to identify his/her position as surplus.
- 3.10.18 The appeal must be lodged with the President within fourteen days of the notification that the employee's position is surplus to requirements.
- 3.10.19 The appeal shall be heard by an Appeal Committee comprising one nominee of the President, one nominee of the employee and an agreed independent chairperson.
- 3.10.20 The employee may be represented before the Appeal Committee by an agent of his or her choice who is an employee of the Students' Association (but not if such a person is currently practising solicitor or barrister) or by an officer or staff member of the NTEU. The President may be represented before the Appeal Committee by an agent (but not if such a person is currently a practising solicitor or barrister).
- 3.10.21 The offer of voluntary separation made in accordance with sub clause 3.10.16 will be continued, pending the outcome of any appeal in accordance with this clause.
- 3.10.22 Where an employee whose position has been identified as surplus to requirements chooses not to accept the voluntary separation package offered in accordance with sub clause 3.10.13 and that employee shall be given 3 months further employment. (See Schedule 3)
- 3.10.23 Should the employee choose to terminate his or her employment during the period of further employment the employee, at the discretion of the Students' Association, may be paid the remaining period in lieu of notice.
- 3.10.24 On retrenchment, an employee shall receive retrenchment pay of 24 weeks pay, in addition to all accumulated entitlements including untaken and accumulated annual leave, long service leave and rostered days off or days in lieu.

- 3.10.25 Any staff member who has been given notice of retrenchment shall be given leave to attend employment interviews and shall be given access to a Students' Association computer and communications resources to prepare employment applications.
- 3.10.26 An employee who is retrenched shall have preference for future positions with Students' Association. The employee must be a suitable applicant for a position, given appropriate provision by the Association of retraining, to receive preference for that position.
- 3.10.27 The Students' Association shall keep in reserve sufficient funds to cover the redundancy entitlements for all permanent staff positions.
- 3.10.28 An employee who accepts an offer of voluntary separation may not apply for appointment to any position with the Students' Association for greater than 3 months duration for a period of twelve months from the date of separation.

3.11 Job security and transmission of services

3.11.1 Offer of employment with a transmittee

Where an employee of the Association is offered employment by a transmittee, clause 3.10 will not apply in respect of the termination of the employee's employment with the transmitter provided that:

- (a) The offer is made before the transmission of the business, undertaking, establishment or part thereof.
- (b) The offer is acceptable to the employee.
- (c) The terms and conditions of the new employment offered are:
 - (i) not inferior to those applying to the employment with the transmitter; and
 - (ii) not substantially different from those applying to the employment with the transmitter, or, if substantially different, acceptable to the employee.

3.11.2 Acceptance Of Employment With a Transmittee

Where an employee of the Association becomes an employee of a transmittee, the period of service which the employee has had with the transmitter is deemed to be service of the employee with the transmittee for the purpose of calculating any entitlement of the employee to service-related periods of notice or severance payments

3.12. UNFAIR DISMISSAL

3.12.1 Where the employer decides to dismiss an employee, the employee shall be given notice and shall be given the opportunity to appeal to an independent Arbitrator under this clause. Where the employee chooses to appeal the decision of the employer the notice period shall be automatically extended until after the Arbitrator has made a decision in relation to the appeal.

3.12.2 For the purposes of this clause, the independent Arbitrator is a person agreed to by the employer and the union. The expenses of this Arbitrator will be met by the employer.

3.12.3 This clause applies to the dismissal of an employee even though it occurred in the course of an industrial dispute and the Arbitrator is otherwise authorised under this clause to order the reinstatement of the employee.

3.12.4 In this clause dismissal includes:

- (i) the threat of dismissal; and
- (ii) dispensing with the services of the employee, dismissing the employee as a consequence of disciplinary proceedings against, or the commission of an offence by, the employee

3.12.5 If the employer dismissed an employee and the employee claims that the dismissal is harsh, unreasonable or unjust, the employee may apply to the Arbitrator for the claim to be dealt with under this clause.

3.12.6 An application may be made on behalf of the employee by the NTEU.

3.12.7 The NTEU may make one application on behalf of a number of employees who were dismissed at the same time or for related reasons. However, this subsection does not prevent the Arbitrator from hearing a number of applications under this clause together or individually.

3.12.8 An application may be made under this clause even though the applicant does not specify the nature of the remedy sought or requests compensation only. However, this subsection does not affect the requirement under this clause that compensation is available only if the Arbitrator considers that reinstatement or re-employment would be impracticable.

3.12.9 An application under this clause must be made not later than 21 days after notice of the dismissal of the employee.

3.12.10 The Arbitrator may accept an application that is made out of time if the Arbitrator considers there is a sufficient reason to do so, having regard in particular to:

(i) the reason for, and the length of, the delay in making the application; and

(ii) any hardship that may be caused to the applicant or the employer if the application is or is not rejected; and

(iii) the conduct of the employer relating to the dismissal.

3.12.11 The Arbitrator must endeavour, by all means it considers proper and necessary to settle the applicant's claim by conciliation.

3.12.12 When, in the opinion of the arbitrator, all reasonable attempts to settle the applicant's claim by conciliation have been made but have been unsuccessful, the Arbitrator is to determine the claim by making an order dismissing the application or making any other order it is authorised to make under this clause. Nothing in this section prevents further conciliation from being attempted at any time before the Arbitrator makes such an order.

3.12.13 In determining the applicant's claim, the Arbitrator may, if appropriate, take into account:

(i) whether a reason for the dismissal was given to the applicant and, if the applicant sought but was refused reinstatement or re-employment with the employer, whether a reason was given for the refusal to reinstate or re-employ; and

(ii) if any such reason was given - its nature, whether it has a basis in fact, and whether the applicant was given an opportunity to make out a defence or given an explanation for

his or her behaviour or to justify his or her reinstatement or re-employment; and

(iii) whether a warning of unsatisfactory performance was given before the dismissal; and

(iv) the nature of the duties of the applicant immediately before the dismissal and, if the applicant sought but was refused reinstatement or re-employment, the likely nature of those duties if the applicant were to be reinstated or re-employed with the employer; and

(v) whether or not the applicant requested reinstatement or re-employment with the employer; and

(vi) such other matters as the Arbitrator considers relevant.

3.12.14 Processes for reinstatement, remuneration, continuity and compensation are:

(i) Reinstatement : The Arbitrator may order the employer to reinstate the applicant in his or her former position on terms not less favourable to the applicant than those that would have been applicable if the applicant had not been dismissed.

(ii) Re-employment: If the Arbitrator considers that it would be impracticable to reinstate the applicant, the Arbitrator may order the employer to re-employ the applicant in another position that the employer has available and that, in the Arbitrator's opinion, is suitable.

(iii) Remuneration: If the Arbitrator orders reinstatement or re-employment, it may order the employer to pay to the applicant an amount stated in the order that does not exceed the remuneration the applicant would, but for being dismissed, have received before being reinstated or re-employed in accordance with the order.

(iv) Continuity: If the Arbitrator orders reinstatement or re-employment, it may order that the period of employment of the applicant with the employer is taken not to have been broken by the dismissal.

(v) Compensation: If the Arbitrator considers that it would be impracticable to make an order for reinstatement or re-employment, the Arbitrator may order the employer to pay to the applicant an amount of compensation not exceeding the

amount of remuneration of the applicant during the period of 12 months immediately before being dismissed. If the applicant was on leave without full pay during any part of that period, the maximum amount of compensation is to be determined as if the applicant had received full pay while on leave.

3.12.15 When assessing any compensation payable, the Arbitrator is to take into account whether the applicant made a reasonable attempt to find alternative employment and the remuneration received in alternative employment, or that would have been payable if the applicant had succeeded in obtaining alternative employment.

3.12.16 In determining a claim relating to a threat of dismissal, the Arbitrator may order the employer not to dismiss the employee in accordance with that threat.

3.12.17 An order under this section may be made on such terms and conditions as the arbitrator determines.

3.13 EMPLOYEE DUTIES

It shall not be reasonable for the Students' Association President (or nominee) to require that employees undertake to personally advocate the policies, proposed policies, beliefs or opinions of the Students' Association Council, or of any member or faction thereof, or to engage in any activity the primary purpose of which is to create political advantage for any member or faction of the Students' Association Council, or any candidate, actual or aspiring, for Students' Association Council office.

PART 4: WAGES AND RELATED MATTERS

4.1 SALARIES

4.1.1 The employer shall pay staff according to the relevant salary applying to the position as determined by the salary scale in Schedule 1 of this agreement, based on the UTS Students' Association Position Classification Standard Levels.

4.1.2 All employees shall be awarded annual incremental advance by one increment to the top of the Category or Level which they occupy. Such increments shall be paid in the first pay

period occurring on or after the employee's anniversary date of commencement of employment.

- 4.1.3 All rates as prescribed in Schedule 1 shall automatically be increased on and from the 1st of July each year, in accordance with the yearly increase to the CPI, plus 1% calculated from the yearly CPI rate as published in the March quarter CPI, so that if the CPI were to be, eg, 3% then the annual salary increase would be 4%. The increase to rates in accordance with this subclause shall be paid in addition to the increases in incremental rates referred to in 4.1.2 above and shall take effect from 1 July 2004.
- 4.1.4 Salaries shall be paid by cheque (with an appropriate amount of time given to cash such cheques on pay days) or direct deposit, at the employee's option, fortnightly on a day other than Friday. The payment shall be made no later than on the second working day after the end of the week for which payment is due. Time sheets and time record keeping instruments must be submitted by the appropriate time designated by the Executive Officer or delays may be experienced in the receipt of pay.
- 4.1.5 No junior rates of pay will be payable under this Agreement.

4.2 INCREMENTS

All employees shall be awarded an annual incremental advance towards the top of the category or level which they occupy. The date of incremental adjustment of salaries shall be the anniversary of:

- (i) appointment of a new employee;
- (ii) appointment of an employee to a vacant position at a higher level;
- (iii) reclassification of an employees position to a higher level.

4.3 SUPERANNUATION

- 4.3.1 All employees of the Students' Association shall be entitled to join the superannuation fund of their choice, subject to respective Fund eligibility rules, and receive the employer Superannuation Guarantee contribution plus an additional employer contribution of 1%.
- 4.3.2 New employees will be given the opportunity to join the

designated Fund of the Students' Association, as determined by the Staff Committee.

4.4 MEAL ALLOWANCE

- 4.4.1 Any employee who works in excess of more than one hour overtime from Monday to Friday, or who works on a Saturday, Sunday or any public holiday for more than four hours, shall be either provided with a meal or shall be eligible for a meal allowance in accordance with Schedule 2. The meal allowance as prescribed in Schedule 2 shall be varied in accordance with increases in the Consumer Price Index.
- 4.4.2 Where such overtime continues for more than four hours after the first meal allowance becomes payable, an additional meal allowance at the specified rate shall be paid after each four hour period of overtime worked.
- 4.4.3 All members of staff shall be provided with meal vouchers every working day to the value of budget meal at the UTS Union cafeteria.

4.5 HIGHER DUTIES ALLOWANCE

- 4.5.1 An employee who is required to perform the duties of another employee at a higher level for more than two working days shall be paid for the period for which such duties are performed at a rate not less than that ordinarily paid to the employee so relieved.
- 4.5.2 If duties include a proportion of their own in addition to those of the higher position, then an additional loading of 25% shall apply to the higher rate.

4.6 POSITION CLASSIFICATION STANDARDS

The parties agree to jointly review the Position Classification Standards referred to in clause 4.1.1 during the life of this Agreement.

PART 5: HOURS OF WORK, BREAKS, OVERTIME

5.1 HOURS OF WORK

- 5.1.1 The ordinary hours of work, exclusive of meal time shall not exceed 35 hours per week (7 hours per day). The band-width hours are between 8.00am and 6.00pm Monday to Friday. These hours can be extended beyond 6.00pm if stipulated in an employee's contract, but may not go beyond 7.00 pm. An employee's contract may only contain such a stipulation where approved by the Personnel Committee.
- 5.1.2 Each staff member has core hours and a request must be placed with the Executive Officer and agreement given prior to changing these core hours.
- 5.1.3 All employees may elect to take up to two hours unpaid for lunch, taken normally between the hours of 12.00 and 3.00pm, but regardless shall take a break of not less than 30 minutes after the first five hours worked.

5.2.1 TIME OFF IN LIEU (TOIL)

- 5.2.1 An employee may work additional hours within their span of normal hours and accumulate one hour of time off in lieu (TOIL) for each hour worked.
- 5.2.2 An employee should not accumulate TOIL in excess of 35 hours without prior authorisation by the supervisor.
- 5.2.3 An employee with accumulated TOIL in excess of 35 hours is required to advise their supervisor, preferably in writing, of their TOIL accrual and to discuss reducing this surplus TOIL with the supervisor.
- 5.2.4 Any reasonable request for TOIL will not be declined.

5.3. OVERTIME

- 5.3.1 Employees may be directed to work a reasonable amount of overtime provided that reasonable notice of the requirement is given to the employee.
- 5.3.2 All overtime is to be approved by the supervisor. The work to be performed must be specified. For overtime worked on Saturdays, Sundays and Public Holidays or where an employee is directed to work overtime on a Monday to Friday outside the normal span of hours of work, the employee shall be entitled to 2 hours time off in lieu for every hour worked.

5.3.3 Where an employee is recalled to work overtime after leaving the employer's premises, whether notified before or after leaving the premises, the time taken in travelling to or from work for the purpose of such recall shall be included in the calculation of overtime entitlements. For each such occasion of overtime worked, there shall be a minimum of four hours time in lieu accumulated.

5.3.4 When an employee is required to travel to a place other than their normal place of work, travelling time will be included in calculating TOIL.

5.3.5 Where prior approval of overtime has been granted, an employee may choose to receive payment for overtime instead of the TOIL entitlement specified in clause 5.3.2 in the following circumstances:

(i) When the President stipulates that no TOIL be taken in a twenty day period;

(ii) When staff are required to work overtime in addition to ten hours accumulated TOIL;

(iii) When staff are requested to attend Induction Weekend, Council meetings and any work request on weekends, or out of normal working hours.

5.3.6 Where an employee choose to receive payment for overtime, their pay shall be their normal rate of pay plus the following penalties:

(i) 50% of the normal rate of pay for work between 6.00pm and 9.00pm from Monday to Friday.

(ii) 100% of the normal rate of pay for work before 8.00am and after 9.00pm from Monday to Friday and at any time on a Saturday or Sunday

(iii) 200% of the normal rate of pay for work on a public holiday.

PART 6: LEAVE AND PUBLIC HOLIDAYS

6.1 ANNUAL LEAVE

6.1.1 Employees, other than casual employees, shall be entitled to 175 hours annual leave for each 12 months service with the Students' Association, in addition to any public holiday occurring during such period of annual leave, if a full-time

employee. Part-time staff shall be entitled to this leave on a pro-rata basis.

- 6.1.2 Annual leave may be taken before or after the completion of each 12 months service, provided that the period of annual leave taken shall not exceed the proportion of the year's annual leave which the employee has accrued at the date of commencement of the annual leave being taken.
- 6.1.3 Annual leave may be taken in advance of having been accrued by agreement with the employer.
- 6.1.4
 - a) If an employee does not avail themselves of the full amount of annual leave accrued to them each year, such leave accumulates.
 - b) At the commencement of this Agreement, an employee who has accumulated annual leave will be awarded additional annual leave, the amount being 14.75% of their accumulated annual leave.
- 6.1.5 In the event of the death of any employee, the monetary value of all annual leave for which the employee was eligible at the time of death shall be paid to the employee's next of kin, or other persons as requested in writing by the employee prior to the death occurring.
- 6.1.6 Where an employee who is eligible for sick leave produces a medical certificate, or, if obtaining a certificate is unreasonable, a statutory declaration from the employee, to the effect that they have been incapacitated for a period of three days or more whilst on annual leave, the Students' Association shall re-credit the employee with an equivalent period of annual leave.
- 6.1.7 Employees other than casual employees shall be granted an annual leave loading equivalent to 25% of ordinary pay at the time any annual leave is taken.
- 6.1.8 Upon retirement, or termination for any reason, an employee shall be paid all annual leave and annual leave entitlements remaining to their credit.
- 6.1.9 If:
 - (a) an employee has an annual leave balance of six weeks or more accumulated, the Personnel Committee and Executive Officer will arrange with the relevant staff member for the leave to be taken within six months.

- (b) At the commencement of this Agreement an employee has an annual leave balance of six weeks or more accumulated, all such accumulated leave in excess of six weeks resulting from redeployment to a position of less hours of employment on January 1, 2007, or from the awarding of additional annual leave in accordance with 6.1.4(b) shall be paid out on the following payday.

6.1.10 All annual leave is to be applied for with two weeks notice to the Executive Officer.

6.2 POOLED SICK, FAMILY/CARER, CHILDCARE, COMPASSIONATE, CULTURAL AND MOVING LEAVE

6.2.1 All employees shall be entitled to a pool of 154 hours (or pro-rata for fractional staff) paid leave in each year of service from the date of their employment for the mixed purposes of sick leave, family/carer leave, childcare leave, compassionate/bereavement leave, cultural leave and leave for moving, with no individual limits applying to the different types of leave within this leave pool. Childcare leave can be taken for the purpose of delivering or collecting a child from a childcare agency. Cultural leave can be taken for the purpose of participation in a community, cultural or religious event. With regard to such leave, the Association recognises that the diversity of its staff is a positive feature, assisting it to reflect and serve the wider community to which we belong, and that significant festivals and dates celebrated by some cultural groups not accommodated by Australian public holidays. The Personnel Committee is responsible for approval for such leave and may, in this regard, require an employee to demonstrate their community, cultural or religious affiliation.

6.2.2 Consideration may be given to the granting of additional leave in special circumstances.

6.2.3 Any absence of sick leave longer than three consecutive working days duration shall require the presentation of an appropriate certificate from a qualified health practitioner.

6.2.4 In the event of a full time employee being unable to perform duties through sickness or injury for the foreseeable future, the employee shall be entitled to up to six months sick leave without pay.

- 6.2.5 The employer shall not terminate the services of an employee whilst the employee is on Sick, family/carer and compassionate or other Leave approved by the employer.
- 6.2.6 If a public holiday 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 child, spouse, partner, parent, grandparent, grandchild or other family or household member, and providing care during the temporary absence of the usual carer, including during the unexpected closure of a child's school.
- 6.2.8 Absence on family/carer leave for any period in excess of three consecutive working days shall require submission of a medical certificate, if relevant, or a statutory declaration covering such period of absence.
- 6.2.9 Subject to prompt notice being given, compassionate leave is available to each employee upon the death, illness or injury of a spouse, same sex partner or de facto, child/step-child, parent/step-parent, brother/sister, step-sister/brother, grandchild, grandparent, in-law, close domestic pet, or any other person approved by the Students' Association. Each employee shall be entitled to leave of absence without loss of pay, for a period not exceeding five days unless otherwise negotiated, and/or where required, a further period of leave without pay.
- 6.2.10 Any leave, as specified in 6.2.1, not taken will accumulate for a maximum of five years. Such accrued leave will not be paid out upon the termination of employment (including resignation) of an employee.

6.3 JURY SERVICE

- 6.3.1 All employees required to attend Jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference paid in respect of the ordinary time they would have worked had they not been on Jury service.

6.3.2 Employees shall notify their employer as soon as possible of the date/s upon which they are required to attend for jury service. Further, the employee shall give proof of attendance, and the duration of such attendance.

6.4 FIRE FIGHTING AND EMERGENCY ASSISTANCE LEAVE

6.4.1 An employee who is a member of any voluntary organisation called upon by either the State or Commonwealth Government of 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 for the duration of the participation by the employee in operations.

6.4.2 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.

6.4.3 An employee granted leave in accordance with sub-clause 6.4.1 or 6.4.2 shall be entitled to a further day on the completion of the service for the purpose of recovering from such participation.

6.5 LEAVE TO ATTEND ARBITRATION BUSINESS

Leave with pay shall be granted for an employee in the course of matters related to the Students' Association to attend a hearing before the NSW Industrial Relations commission or other relevant industrial tribunals. Additional unpaid leave shall be granted to the employee for the purpose of preparing a case for such proceedings.

6.6 BLOOD DONOR LEAVE

An employee who elects to donate blood shall be granted leave on full pay for the period of leave required for each attendance (up to two hours).

6.7 LONG SERVICE LEAVE

6.7.1 a) Each member of staff, if full-time, shall be entitled to long service leave after 3 years of service at a rate of 45.5 hours each year, and shall continue to accumulate long service leave entitlements at the rate of 45.5 hours for every additional year of service thereafter. Part-time staff shall be entitled to this leave on a pro-rata basis.

b) At the commencement of this Agreement, an employee who has accumulated long service leave will be awarded additional long service leave, the amount being 14.75% of their accumulated long service leave.

6.7.2 Such leave shall be on full pay, provided that the employee may elect to convert or all part of the period of entitlement to double the period, by taking leave on half pay.

6.7.3 An employee may take all or, a portion, of their long service leave on a continuous basis provided that a minimum continuous period of one week on full pay or two weeks on half pay shall be taken at any time.

6.7.4 Service credits for long service leave are transferable from:

- (i) All other student organisations, or
- (ii) Other organisations with which the Students' Association has a reciprocal arrangement.

6.7.5 Where service with another employer is recognised for long service credit, the Students' Association shall require that a period of service with the Students' Association of one year be completed before an employee is eligible to take long service leave or receive any payment in lieu.

6.7.6 For the purpose of determining an employee's entitlement to long service leave, the following shall not count as service:

- (i) Any period of service for which payment in lieu of long service leave has been made by a previous employer.
- (ii) Where the break in service with organisations specified in clause 6.7.5 exceeds one year.

6.7.7 An employee shall, as soon as reasonably possible and within twelve months, make any claim for recognition of prior service. Such claim shall be accompanied by a letter authorising the previous employer/s to provide such information to the Students' Association as may be required for proof of entitlement. The President, or in their absence, the Executive Officer, shall within two months of receiving such a claim notify the employee in writing as to the amount of service with previous employers that will be recognised for long service leave purposes. A notice giving full details of the provisions for transfer of long service leave credits shall be provided to the employee with the letter of appointment.

6.7.8 An employee with three years or more of service shall be entitled to take long service leave at a time of their choosing provided that at least four months written notice is given by the employee of intention to take such leave or, in the absence of such notice, the President is satisfied that alternative arrangements can be made to cover the work load of the employee.

6.7.9 Where an employee with sick leave credits becomes ill for three or more consecutive working days whilst on long service leave, the employee shall, provided that a certificate from a registered health practitioner, or, if obtaining a certificate is unreasonable, a statutory declaration from the employee, is submitted for the period of the illness, be entitled to be placed on sick leave and no deduction shall be made from long service leave credits for the days in question.

6.7.10 Where a public holiday occurs during that period on long service leave and such a holiday is observed by the University, no deduction shall be made for this day from the long service leave credits of the employee.

6.7.11 Subject to sub-clause 6.7.5, an employee shall be entitled to payment in lieu of long service leave entitlements accrued, but not taken, when the employment of the employee terminates.

6.8 MATERNITY LEAVE

6.8.1 *Employees with 40 weeks or more continuous service.*

An employee who has completed 40 weeks continuous service and who submits to the employer a certificate from a medical practitioner stating that she is pregnant and specifying the expected date of confinement shall be entitled to:

- (i) leave on full pay for a continuous period of 26 weeks, to be taken any time from 6 weeks from the date of confinement.
- (ii) such additional leave without pay as will bring the aggregate leave to a continuous period of 52 weeks. Such leave without pay shall be taken within the period from 20 weeks before the expected date of confinement to 52 weeks after the actual date of confinement.

6.8.2 An employee whose pregnancy having proceeded for a period of not less than 20 weeks terminates other than by the birth of a living child shall:

(i) where maternity leave has not commenced be entitled to such a period of unpaid leave as a medical practitioner certifies to be necessary before her return to work.

(ii) where maternity leave has commenced be entitled to continue that leave for a period of up to 52 weeks continuously, including 6 weeks paid leave from the date of confinement. It is the right of the employee to resume work after giving written notice to the employer that she desires to resume work.

6.8.3 Where pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of confinement, her entitlement to any leave under this clause shall cease.

6.8.4 *Return to work after maternity leave*

An employee shall confirm her intention to return to work by providing written notice to the employer not less than 4 weeks prior to the expiration of the period of leave. Upon the expiration of the period of leave, the employee shall be entitled to resume work at her former time fraction on her substantive classification and salary, with duties commensurate with qualifications and experience and as far as practicable similar to those performed prior to the taking of maternity leave. By agreement between the employer and employee, an employee may return to work at a varied time fraction for a period of up to one year. At the end of that year, the employee may elect to return to her original time fraction or accept her new time fraction as her substantive position.

6.8.5 *Employees with less than 40 weeks continuous service.*

An employee who has completed a continuous period of less than 40 weeks service and who submits to the employer a certificate from a medical practitioner stating that she is pregnant and specifying the expected date of confinement shall be entitled to the same leave entitlements as an employee with more than 40 weeks continuous service, but on a pro-rata basis.

6.8.6 *Continuous service*

For the purposes of this clause, the length of an employee's continuous service shall be determined by the date six weeks before the date of confinement.

6.9 PARENTAL (OR ALTERNATE CARE GIVER) LEAVE

6.9.1 An employee of the Association not directly covered by Maternity Leave is, on production to the employer of the appropriate certificate, entitled to a period of parental (or alternate care giver) leave in order to support a new-born child.

6.9.2 These entitlements, taking into consideration clause 6.9.3 below, consist of:

(i) up to ten working days paid leave surrounding the time of the child's birth to be taken continuously or in aggregate; and

(ii) leave on full pay for a continuous period of 26 weeks, which includes any time taken in point (i) above. This is to be taken any time from 6 weeks from the date of confinement of the birthing parent, and supplemented by such additional leave without pay as will bring the aggregate leave to a continuous period of 52 weeks. Such leave without pay shall be taken within the period from 20 weeks before the expected date of confinement to 52 weeks after the actual date of confinement. By agreement between the employer and employee, an employee may return to work at a varied time fraction for a period of up to one year. At the end of that year, the employee may elect to return to their original time fraction or accept their new time fraction as their substantive position.

6.9.3 The entitlement to parental (or alternate care giver) leave under this clause is to be reduced by any period of maternity leave taken by the employee's partner in relation to the same child. Any such reduction shall, in the first instance, be taken from the paid component of the leave entitlement.

6.9.3 An employee must have had at least 40 weeks of continuous service with the Association to be eligible for extended parental leave.

6.9.5 An employee who has completed a continuous period of less than 40 weeks service shall be entitled to the same leave entitlements as an employee with more than 40 weeks continuous service, but on a pro-rata basis.

6.9.6 For the purposes of this clause, the length of an employee's continuous service shall be determined by the date six weeks before the date of confinement.

6.10 ADOPTION LEAVE

6.10.1 An employee who submits satisfactory evidence of being an approved applicant for the adoption of a child, and of the date of placement of that child, shall be entitled where he/she is the primary care giver:

- (i) following 40 weeks or more continuous service, to leave on full pay for a continuous period of 26 weeks commencing from the date of placement, and to such leave without pay as will bring the aggregate leave to a continuous period not exceeding 52 weeks. By agreement between the employer and employee, an employee may return to work at a varied time fraction for a period of up to one year. At the end of that year, the employee may elect to return to their original time fraction or accept her new time fraction as their substantive position.
- (ii) with less than 40 weeks continuous service, to the same conditions on a pro-rata basis.
- (iii) For the purposes of this sub-clause, the length of an employee's continuous service shall be determined by the date of placement.

6.10.2 An employee who submits satisfactory evidence of being an approved applicant for the adoption of a child and who is not the primary care giver shall be entitled to leave on full pay for 10 consecutive working days.

6.10.3 Paid Adoption leave shall be taken within the period commencing two weeks prior to the expected date of placement of the child and concluding 16 weeks after the placement of the child.

6.11 PUBLIC HOLIDAYS

6.11.1 For all employees, other than casual employees, the following days shall be observed as holidays, without loss of pay:

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday

ANZAC Day
Queen's Birthday
Labour Day
Christmas Day
Boxing Day

and all other proclaimed national and state public holidays.

6.11.2 Where New Year's Day, Australia Day, ANZAC Day, Christmas Day or Boxing Day fall on a Saturday or a Sunday, an additional day's leave will be granted in lieu of the Public Holiday.

6.11.3 In addition to annual leave, paid leave is granted during the University of Technology, Sydney's Christmas recess (between Christmas Day and New Year's Day; no loading applies).

6.11.4 However, regardless of the UTS Christmas recess in 6.11.3, staff shall receive a Christmas recess of no less than the period between the 24th of December and the first working day on or after the 2nd of January in the following year.

6.12 LEAVE WITHOUT PAY

6.12.1 Leave without pay up to a period of two years may be granted by mutual agreement at any time on application to the Personnel Committee. Where the Personnel Committee rejects an application for leave without pay, the employee shall have the right to appeal the decision to the Student Representative Council.

6.12.2 Periods of unpaid leave taken as Parental Leave are to be granted in accordance with the Parental Leave provisions of this Agreement and do not require application in accordance with 6.13.1 above.

6.12.3 Periods of unpaid leave of up to 20 days may be granted by mutual agreement between the employee and their supervisor, without the need for an application to be made in accordance with 6.12.1 above. Where approval is not granted, an employee may refer her/his application to the Personnel Committee in accordance with 6.12.1 above.

6.12.4 For the purpose of calculating all entitlements prescribed under this Agreement, the following periods of leave without pay shall count as service:

- (i) any period of leave taken on half pay or more;
- (ii) any continuous period of sick leave without pay;
- (iii) any period of parental leave;
- (iv) any period of unpaid leave, whether continuous or aggregate, not exceeding twenty working days in any one year.

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

6.13 SPECIAL LEAVE

6.13.1 Employees shall be granted up to twelve days paid leave per annum for personal reasons not covered by existing provisions.

6.13.2 Applications for such leave will be made to the Personnel Committee for approval.

PART 7: TRAVEL ALLOWANCES

7.1 TRAVEL ALLOWANCES

7.1.1 Staff shall be reimbursed for travel costs incurred on Association business, as approved by the Executive Officer. Travel may be by taxi for travelling between campuses where no Association vehicle is available, and to travel home from meetings held, or overtime worked, two hours beyond normal finishing time, as approved by the Executive Officer or the President.

7.1.2 An employee, who with the approval of the Association, uses on official business a personal motor vehicle, shall be paid the appropriate per kilometre rate in accordance with Schedule 2. The rates in Schedule 2 shall be adjusted in accordance with increases in the Consumer Price Index.

7.2 CONFERENCE EXPENSES

When representing the Association at conferences or seminars away from home (i.e. overnight) a living away from home allowance will be paid to employees while the conference or seminar is in progress. If food is included in the conference registration, the employee will receive \$20 per day as well as reimbursement for receipts (for travel etc). If

however, food has not been paid for in conference registration, the employee will receive \$40 per day plus reimbursements for receipts (travel etc).

7.3 COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY.

7.3.1 The Students' Association shall reimburse to the employee for any 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, and replacement of, the employee's personal property.

7.4 CHILDCARE

7.4.1 An employee responsible for the care of a child shall be entitled to bring the child to work by agreement with other employees in the workplace, where this does not conflict with the performance of the employee's duties or the duties of other employees.

7.4.2 The Students' Association shall pay any costs additional to usual costs incurred for childcare by an employee who is required to work overtime. This amount may also be paid directly to a childcare agency.

PART 8: TRAINING

8.1 STAFF DEVELOPMENT PROVISIONS

8.1.1 The Students' Association 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 equal to full time employees. Staff shall be encouraged to avail themselves of training opportunities whenever possible.

8.1.2 Any funds in the Staff Professional Development Fund which are not used in any financial year shall carry over in the Fund and be added to the following year's allocation.

8.1.3 Applications for assistance from the Staff Professional Development Fund shall be made in writing to the Personnel Committee and shall be supported by substantiating documentation.

8.1.4 The Personnel Committee shall determine criteria for allocation of the Staff Professional Development Fund at the beginning of each financial year, and shall review each application in accordance with the criteria. Such criteria need not require professional development to be directly related to an applicant's substantive position.

8.1.5 The Association will provide all employees with relevant training, including cultural awareness training and training in dealing with mental health issues and policies.

8.2 STUDY LEAVE

8.2.1 Paid study leave is available to staff upon approval by the Personnel Committee.

8.2.2 Full-time staff shall be entitled to claim up to five hours per week study leave, for approved coursework courses of study during official teaching periods. Time for non-coursework style courses will be negotiated with the Personnel Committee, but will not be less than the entitlement for those taking coursework courses of study. This leave may be accumulated up to one full week two times per year for residentials.

8.2.3 The application should include details of the course being undertaken, place of study and amount of study leave being claimed.

8.2.4 Study leave will normally be granted where the course being undertaken is related to the duties being performed by the staff member, the business of the Students' Association, or for the enhancement of general skills applicable to potential plans with the Students' Association. However, each application will be considered on its merits by the Personnel Committee.

8.2.5 Non-consecutively employed and part-time staff will be entitled to claim pro-rata study leave.

8.2.6 Staff intending to study in the following year are normally required to lodge applications with the Executive Officer or the Convenor of the Personnel Committee by December 31 of each year.

8.2.7 One day's paid examination leave per semester is available to staff and each application will be considered on its merits.

8.2.8 Work related training (including union training) shall not count as study leave, but rather will be considered as normal working time.

8.3 EDUCATION ALLOWANCE

8.3.1 An Education Allowance is only available to employees, other than casual employees, undertaking an approved Award course at an Australian Public University. It is not available to employees undertaking non-award or external courses.

8.3.2 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. 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.

8.3.3 The maximum education allowance payable is \$2000 per employee, other than casual employees, per annum.

8.3.4 The allowance will be paid six months after the completion of the study for which the approval was granted. The allowance is not payable if the employee resigns from the Association within six months of the completion of the semester in which the approved study was undertaken.

8.3.5 Employees must apply in advance to the Personnel Committee and have the course that they are studying approved by that Committee in order to be eligible for the education allowance. In determining whether to approve an application the Personnel Committee will consider the relevance of the course to the needs of the Students' Association. The Personnel Committee will not approve an application unless it is demonstrated that the undertaking of the course by the employee is relevant to the needs of the Students' Association.

8.4 APPEALS

- 8.4.1 In the event that Personnel Committee determines that an application for a Professional Development Course, Study Leave or the Education Allowance does not meet the appropriate criteria, then grounds and reasons shall be given in writing to the applicant, who will then have the right to appeal the decision of the Personnel Committee to the Student Representative Council. Such application for appeal shall be made within ten (10) working days of the notification of an unsuccessful application having been received.

PART 9: OCCUPATIONAL HEALTH AND SAFETY

9.1 STRESS IN THE WORKPLACE

In order to ensure a productive workplace environment, management will provide:

- (i) Courses and/or counselling in stress management;
- (ii) Workplace restructuring in consultation with employees, to minimise or remove the incidence of structural stresses within the workplace.

9.2 WORKING ALONE

- 9.2.1 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 Students' Association and employees.
- 9.2.2 No employee shall work alone in any working environment which has inherent dangers, such as high noise levels, heavy machinery, moving parts on machinery or in an isolated area, where those dangers are increased by an employee working alone.

9.3 CONFIDENTIALITY

In the event of a conflict between an employee and any member(s) of the Students' Association Council over access to information with regard to a client, the Students' Association Council and its members are required to observe an employees duty to maintain confidentiality with regard to casework. A conflict between an employee whose duty statement includes confidential casework, and the Students' Association Council, shall not be regarded as adequate cause for dismissal if it is shown that the employee has been bona

vide in acting on behalf of a client(s) or where confidential material of the client/worker relationship is demanded by the Students' Association without the agreement of the client(s) that such material be divulged.

9.4 CIVIL LIABILITY

The Students' Association shall be responsible for any civil action taken against any employee in respect of any action taken in the ordinary course of his/her employment.

9.5 OCCUPATIONAL HEALTH & SAFETY

9.5.1 The Students' Association recognises that the success of an Occupational Health and Safety policy rests on the willingness of everyone to cooperate and follow procedures and instructions while working and learning.

9.5.2 The Students' Association shall be responsible for ensuring that a safe working environment is maintained for all employees and visitors, and shall take effective action to provide and maintain, respectively, safe and healthy working and learning conditions for all employees and students.

PART 10: UNION RELATED MATTERS

10.1 INTRODUCTION

The parties are agreed that for the purposes of ensuring that employees are aware of their rights under this Agreement and to assist in the proper operation of workplace consultation and dispute settlement, especially under Part 2 of this Agreement, it is important that employees are encouraged to be collectively represented and consulted. The parties have therefore agreed to the provisions set out in 10.2 to 10.4 below.

10.2 UNION NOTICES

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

10.3 UNION MEMBERSHIP

While Union membership remains optional, in order to ensure that employees receive appropriate representation in relation

to their employment and this agreement, the Students' Association recommends that all staff be members of the NTEU. The employer will provide all new staff with information and a membership form supplied by the NTEU.

10.4 TIME-OFF FOR TRADE UNION WORK

All staff will be allowed reasonable amounts of time to attend Union meetings, being at least one hour per week. Extra provision is made for elected Union branch representatives, allowed at least two hours per week. Additional time may be approved by the Personnel Committee.

10.5 STAFF MEETINGS

All staff will be allowed at least one hour per week plus travelling time to attend staff meetings, as and when required.

10.6 CONCLUSION

10.6.1 No employee covered under this Agreement shall, upon becoming covered by this Agreement, suffer any loss of salary, accrued leave or other entitlements. Service shall continue to be recognised in full as continuous for all purposes under this Agreement.

10.6.2 Where any item or matter is not covered under this agreement, such conditions shall be negotiated by the Students' Association, Staff Committee and the NTEU, as required. Negotiating teams for the two parties will consist of equal numbers of representatives, unless otherwise agreed.

SCHEDULE 1

UTS STUDENTS' ASSOCIATION SALARY SCALE

From 1 January 2007

Level 1

Step 1	\$42,823.07
Step 2	\$43,880.14
Step 3	\$45,642.91
Step 4	\$46,339.36

Level 2

	Step 1	\$45,219.69
	Step 2	\$46,337.89
	Step 3	\$47,869.65
	Step 4	\$49,044.66
Level 3		
	Step 1	\$55,489.00
	Step 2	\$57,317.77
	Step 3	\$58,955.79
	Step 4	\$60,736.52
Level 4		
	Step 1	\$62,086.24
	Step 2	\$63,420.07
	Step 3	\$64,922.89

SCHEDULE 2

MEAL ALLOWANCE

Breakfast (6am or earlier)	\$16.70
Lunch	\$22.48
Evening Meal (6.30pm or later)	\$33.41

USE OF PRIVATE VEHICLE PER KILOMETRE RATE

Ordinary Car Engine Capacity per km	Rotary Car Engine Capacity	Cents
1600cc or less 53.90	800cc or less	
1601 to 2000cc 66.19	801 to 1300cc	
2001cc and over 71.23	1301 and over	