

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA07/6

**TITLE: Wollongong Undergraduate Students' Association
Enterprise Agreement 2007**

I.R.C. NO: IRC7/188

DATE APPROVED/COMMENCEMENT: 2 March 2007 / 2 March 2007

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 20 April 2007

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employed by University of Wollongong Students' Representative Council, also trading as University of Wollongong Undergraduate Students Association, located at Building 11, University of Wollongong, Northfields Avenue, Wollongong NSW 2522, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

PARTIES: University of Wollongong Students' Representative Council -&- the NTEU New South Wales.

WOLLONGONG UNDERGRADUATE STUDENT ASSOCIATION ENTERPRISE AGREEMENT 2007

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SIGNATURE PAGE

1. TITLE OF THIS AGREEMENT

This Agreement shall be known as the Wollongong Undergraduate Students' Association Enterprise Agreement 2007.

2. AVAILABILITY OF AGREEMENT

A copy of this Agreement will be kept in an easily accessible place and will be available for inspection by employees. A copy of the Agreement will also be placed on the employer's web site.

3. APPLICATION

This Agreement applies according to its terms to all employees of the employer who are members of or eligible to be members of the NTEU New South Wales. The terms and conditions of this Agreement shall be a condition of employment and explained to all existing employees and all new employees prior to commencement.

4. AWARDS

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

5. PARTIES AND BINDING EFFECT

5.1 The parties to this Agreement are:

- a) University of Wollongong Students' Representative Council, also trading as University Of Wollongong Undergraduate Students Association (WUSA) and
- b) NTEU New South Wales (NTEU).

5.2 This Agreement will be binding on:

- a) University of Wollongong Students' Representative Council, also trading as University Of Wollongong Undergraduate Students Association (WUSA);
- b) The NTEU; and
- c) all employees of the employer eligible for membership of the NTEU.

6. OPERATION OF AGREEMENT

This Agreement shall come into force on and from the date it is certified by the Commission and shall operate for a period of three years, and continue in force until replaced by another agreement between the parties.

The employer and the union agree to start negotiations for a new agreement six months prior to the nominal expiry of this Agreement.

7. DURESS

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

8. INTENTION

It is intended that this Agreement is to create a harmonious industrial relations environment that is typified by consultation and participation.

WUSA will continue to recognise the role of the NTEU to represent their members and their industrial interests.

The parties are committed through this Agreement to providing a framework within which the Council can generate interesting and fulfilling work and develop systems that allow employees the opportunity to reach their full potential whilst simultaneously maximising the productivity and efficiency of the organisation.

WUSA is the employer, and the staff are the salaried persons paid in compensation for their work. The two categories are mutually exclusive. That is, it is WUSA 's responsibility to ensure that staff members are not expected to volunteer or act in the role of a voluntary or elected officer. Similarly it is the responsibility of each staff member to ensure that his or her actions are accountable back to, and consistent with the aims of WUSA.

9. DISPUTES SETTLEMENT PROCEDURE

9.1 If there is a disagreement between a member of staff and the employer (or nominee) regarding the introduction, implementation or meaning of any of the provisions of this Agreement, the following procedure will be followed.

9.2 Whilst these procedures are being followed, the status quo staffing and working arrangements will continue if such is the subject of the dispute; no industrial action shall be taken by the employer or the employees; and the employer and employees shall not take other action likely to exacerbate the dispute.

(a) In the first instance, the employee(s) shall attempt to resolve the matter with the immediate supervisor.

(b) If the matter is not resolved or it is not appropriate to raise it under (a) above, the NTEU Delegate/Officer or a WUSA employee and the employer's nominated officer will meet and try to resolve the matter.

(c) If no agreement is reached, the matter may be referred to a mutually agreed Conciliator.

(d) Alternatively, if no agreement is reached, the matter may be referred by either party or an employee to a mutually agreed Arbitrator, or a member of the NSW Industrial Relations Commission, for conciliation and/ or arbitration or as otherwise settled by the Commission. A decision or settlement of the Commission shall be binding on the parties and shall be implemented.

9.3 NTEU members are entitled to seek the advice and/or assistance including attendance of the NTEU at any stage of the dispute settlement procedures.

9.4 An outcome arising from points (c) and (d) will be considered final by all parties subject to appeal.

10. MANAGING CHANGE

10.1 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.

10.2 All affected employees shall be consulted in accordance with this clause in relation to any proposed organisation change.

10.3 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.

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

10.5 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.

10.6 The organisational change referred to in this clause includes changing work practices, introducing significant technological change, redundancies or job reductions, and relocating employees to another area of the WUSA.

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

10.8 The employer 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 with sufficient time to enable a response. The employer will then put the change proposal in writing to the staff and union which outlines the aims, proposed change, and likely impact on staff and will provide relevant financial and other justification and information about the proposed change to enable effective consultation. Reasonable time will be allowed for staff and the union to respond to the change proposal and any response will be reasonably considered.

10.9 Negotiation under this clause on any proposed organisational change will take place through the JCC.

10.10 Where agreement under this clause cannot be reached, either party may refer the matter to the dispute resolution processes of this agreement.

11. DEFINITIONS

'Commission' means the NSW Industrial Relations Commission

'Employee' means a person employed for wages or salary, including a casual employee, not including those officers elected at a General Election of students.

'Salary' means fixed payment made periodically to a person as compensation for regular work; remuneration for services rendered.

'Employer' means the University of Wollongong Students' Representative Council, also trading as University Of Wollongong Undergraduate Students Association (WUSA) or WUSA or the Council wherever appearing.

'President' means the President of the University of Wollongong Undergraduate Student's Association.

'Union' means the NTEU New South Wales.

12. MODES OF EMPLOYMENT

12.1 Employment will be on a continuing, fixed term or casual basis and may be full time or part time and may be on a job share basis.

12.2 A full-time employee is an employee engaged to work for the ordinary hours prescribed for the classification, being 35 hours a week.

12.3 A part-time employee is an employee who is employed to work for at least seven hours a week and not more than twenty, and is entitled on a pro rata basis, to the conditions of full-time employees.

12.4 A casual employee is an employee engaged to work on an hourly basis for a minimum of three (3) hours in any one shift.

Conditions for the engagement are as follows:

Casual staff will only be engaged:

- a) where the work is of a temporary nature to cope with seasonal increases in workload;
- b) to work a maximum of ten (10) hours per week averaged over a four (4) week period;
- c) if the casual employee works the minimum of ten (10) hours per week for more than a three (3) months period, the position should then be referred to the Personnel Committee for a review on whether that position should be reclassified as permanent part-time.

12.5 Job share employee: means an employee who, by agreement with another employee, and with the agreement of the employer, shares a full-time position and entitlements on a pro rata basis.

12.6 Conditions for the use of fixed term contracts are:

Persons 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) 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 employer and NTEU.

12.7 In the event a contract established under this clause 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 this clause.

13. EMPLOYMENT POLICY

WUSA will:

- (i) maintain a Staffing Committee who will make recommendations to the WUSA Council about staff related issues – managing change, policies, equity, workplace disputes and issues.
- (ii) maintain a Joint Consultative Committee which will consist of up to two representatives of staff/NTEU and up to two WUSA management representatives. The role of the JCC will be to consult about implementation of this agreement, workplace issues, managing change, disputes, and to assist with the resolution of grievances. The committee will meet on a three monthly basis or within 7 days of a request from any party.
- (iii) maintain and comply with an equal opportunity, anti-discrimination, affirmative action policy under the relevant state and federal statutes.

Appeals to decisions of the Staffing Committee can be raised in the JCC and can be made to an ordinary meeting of the Council at which that individual will be allowed Union representation.

14. ANTI-DISCRIMINATION

14.1 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.

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

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

15. STAFF SELECTION COMMITTEE

The Selection Committee shall consist of two members of the Executive, one staff representative, and a nominee of the NTEU.

The Committee should include at least one female and one male member.

No member of the Committee can have a close personal relationship with, or bias towards any of the applicants which might unduly influence that person's deliberations.

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

16. PROBATION

16.1 Continuing appointments may be subject to a probation period of no more than three months.

16.2 Probationary staff shall be provided with regular constructive support, supervision and feedback to confirm progress or identify difficulties and develop strategies for their resolution. They will have access to professional development and to targeted training to acquire or refine their skills.

16.3 Within a week of commencement of employment the employer's nominee will meet with the staff member to:

- (a) Explain the probation procedures to be followed and check that the staff member has been provided with a copy of these procedures;
- (b) Ensure that the staff member has been provided with a copy of their Position Description and discuss the objectives, requirements, functions and key responsibilities of the position.

16.4 If the Delegated Officer believes that the performance of a staff member has been such that non-confirmation of permanency is being considered, he or she must advise the staff member in writing prior to the expiration of the initial probation period, the areas of concern and the improvements required and that the probation period will be extended for a

further period of 12 weeks to enable the improvements to be achieved. Any future recommendation of non confirmation must be made to the WUSA Council to determine.

16.5 A probationary staff member may only have their employment terminated where s/he has not performed satisfactorily and the procedures of this Clause have been complied with.

16.6 If the staff member does not believe a recommendation to the WUSA Council of non-confirmation is warranted, the matter will be referred to the appeals procedure as set out in Clause 25 of this Agreement prior to consideration by the Council.

16.7 The probation period will be extended until the procedures set out in this clause have been exhausted.

17. MATERIAL TO NEW EMPLOYEES

17.1 Upon appointment a new employee shall be given a letter of appointment which shall state: the position to which the employee is appointed; type of employment, commencing salary; hours of work; details of any probationary period.

17.2 For persons employed on a fixed-term contract in accordance with clause 12.6, the letter of appointment shall also specify the period of appointment. In the absence of a specified period of appointment, appointments are ongoing.

17.3 New employees will receive, along with their letter of appointment, a copy of this Agreement, a statement of their duties, and a NTEU membership form.

18. HOURS

The ordinary hours of duty of WUSA employees shall not exceed thirty five (35) hours per week Monday to Friday (exclusive of public holidays.)

The standard bandwidth hours shall be between 8:00 am and 6:00 pm Monday to Friday. For media staff engaged in the production of publications the standard bandwidth may be extended to start from 8:00 am and end at 10:00 pm without overtime being incurred.

No employee shall be required to work more than four hours continuously without a meal break of one to two hours.

An employee who works seven hours in any one day shall be entitled to two tea breaks of twenty minutes per day and these periods shall be counted as time worked.

Flexi-time can be accrued within the bandwidth hours and can be taken at a time mutually convenient to the employee and the employer.

The maximum daily ordinary hours of employees shall not exceed seven (7) hours per day. This provision shall not apply to employees working flexi-time.

19. SHIFT PENALTIES

The following shift definitions will apply to all staff and that the following allowances (shown in brackets) for shift work shall apply in addition to the ordinary hourly rate:

- Day means the periods from midnight to midnight

- Early Morning Shift - any shift commencing before 6:30 am (10%)
- Afternoon Shift - any shift finishing after 6:00 pm and at or before midnight (15%)
- Night Shift - any shift finishing subsequent to midnight and at or before 8:00 am (17.5%)
- Night Shift Non-Rotating - any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of his/her working time off night shift in each roster cycle (30%)

With shifts worked on Saturday being 50%, and Sunday being 100%, public holidays being 150%.

20. OVERTIME AND WORK OUTSIDE NORMAL HOURS

The employer may request an employee to work a reasonable amount of overtime at overtime rates.

Overtime is all time worked in excess of or outside ordinary hours.

Overtime for employees for whom usual office hours are not fixed shall mean all such time on any day in excess of their ordinary hours of work per week divided by five. Where a flexible working hours' scheme is in operation, the usual office hours shall include the bandwidth of that scheme.

Where possible 48 hours notice of overtime must be given.

For overtime worked outside of the ordinary hours of work where that overtime is continuous with the employees normal working day the employee shall be paid time and a half for the first two hours worked and double time thereafter.

Where an employee is recalled to work overtime after they have left the premises, whether notified before or after leaving the premises, shall be paid double time for a minimum of four hours.

For overtime worked on a public holiday an employee is entitled to payment of double time and a half for a minimum of four (4) hours.

An employee may elect to take time off in lieu of overtime payment at a mutually convenient time. Such leave in lieu shall be accrued at the rates specified for overtime in this agreement.

When overtime is worked it is necessary that employees have at least ten (10) consecutive hours off duty.

If on the instruction of the employer an employee returns to work without a break of ten (10) consecutive hours that employee shall be paid at double time and one half until such a break can be taken.

If an employee works more than two (2) consecutive hours of overtime immediately following the completion of their normal work finishing time, a meal break is given of at least one hour or a meal allowance equivalent to that paid to University of Wollongong general staff is paid to the employee.

21. HIGHER DUTIES ALLOWANCE

An employee, who is required to perform duties at a level which is higher than in their position descriptor, or normally undertaken by a person in a higher graded position who is on leave over a period of more than two working days, shall be appointed to Higher Duties for the period for which duties are performed. If duties include their own in addition to another employee, then an additional loading of 25% shall apply to the higher rate, this includes limited period of annual leave, sick leave, and other short term emergencies outside of Spring and Autumn Session.

In the event that any employee is required to perform the work of another person, in addition to their own work, and the later position is paid a salary lower than their current position they shall be entitled to receive a loading of 25% in addition to the salary of their current position.

It is envisaged that during session if an employee is to be away for more than one week, and another employee is expected to do their own duties as well as relieve in the other position, a casual will be called in for the period of absence.

22. PUBLIC HOLIDAYS

Employees are entitled to all public holidays without loss of pay as have been proclaimed by the Federal or the State Government of NSW.

23. SALARIES

Employees shall be classified in accordance with the classification descriptors in Schedule B and paid salaries in accordance with those contained in Schedule A.

Casual staff will be calculated by dividing the salary of the relevant classification level in Schedule A by 35 hours and 52 weeks being, the full time hours of the position. A 25% all inclusive casual loading will apply. The loading is in lieu of benefits including public holidays, leave entitlements, penalties and loadings not provided to casual staff members.

No junior rates of pay will be payable under this Agreement.

Superannuation shall be paid in accordance with the Superannuation Guarantee Act 1992 and amendments.

Salaries are to be paid at least fortnightly into the staff members bank account. This payment shall be made no later than on the second working day after the end of the working week for which payment is due.

The employer will keep adequate funds in reserve to cover all accumulated staff entitlements including leave and redundancy payments.

24. PERFORMANCE DEVELOPMENT AND SALARY PROGRESSION

Staff shall progress through the increments of their applicable pay scale in Schedule A on 1 January of each year, subject only to satisfactory performance. A staff member may be approved for accelerated incremental progression of two or more increments where approved by WUSA based on outstanding performance.

Salary progression can only be withheld where it can be clearly demonstrated that an employee's performance has been less than satisfactory after appropriate counselling has taken place during the past year.

25. APPEALS AND GRIEVANCE PROCEDURE

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

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

This clause does not cover industrial disputes (see Clause 9 Dispute Settling Procedures) or grievances between students and employees.

If a complaint which may be dealt with under Clause 9 Dispute Settling Procedures, has been dealt with in good faith as if it were a grievance, either WUSA or the Union may choose at any time to deal with the complaint as an industrial dispute. If WUSA or the Union chooses to deal with the matter as an industrial dispute the procedures of the Dispute Settling Procedures must be followed.

25.1 Principles of Grievance Settlement

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

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

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

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

25.2 Procedures for settling grievances:

(a) If an employee cannot settle a grievance himself or herself, he or she may refer the grievance to the WUSA President.

(b) The President will investigate and try to settle the grievance within five working days.

(c) When an employee has a grievance about the President he or she may refer the grievance to the Executive. The Executive will investigate and try to settle the grievance within five working days. The President will absent himself or herself from the Executive's role in grievance settling procedures until the grievance is resolved. Where an employee has a grievance with the President, the employee can request that when they address the Executive, the President is absent during that session. In this scenario, an alternative Chair is selected and this Chair is responsible for coordinating the grievance.

(d) If an employee involved in the grievance does not agree with the settlement, he or she may refer the grievance to the Executive. If the grievance involves a member of Executive, the student representative will absent himself or herself from the Executive's role in grievance settling procedures until the grievance is resolved. Where an employee has a grievance with a member of Executive, the employee can request that when they address the Executive, this member is absent during that session.

(e) Another attempt at settling the grievance will take place at this level, usually within five working days.

(f) If an employee involved in the grievance does not agree with the settlement, he or she may approach The University of Wollongong Employment Equity and Diversity Unit to ask if the grievance may be referred; and/or he or she may refer the grievance to the relevant statutory authorities external to WUSA, provided the employee would have had access to the statutory authority independent of this procedure.

(g) If requested by any person involved in the grievance, the settlement may be recorded (subject to any necessary ratification).

26. DISCIPLINARY PROCEEDINGS

26.1 Definitions in this clause:

(i) 'Unsatisfactory performance' shall mean and refer to a situation where it has been established that an employee has consistently failed to meet over a reasonable period the standard of performance expected for the position occupied.

(ii) 'Misconduct' means conduct by an employee which is unacceptable, and may include conduct that constitutes a breach of relevant WUSA policy.

- (iii) 'Serious Misconduct' means misconduct that constitutes:
 - (a) serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out their duties; or
 - (b) a serious dereliction of duties; or
 - (c) conviction by a court of an offence that constitutes a serious impediment of the kind referred to in a above, and may include theft, fraud, assault, serious harassment (including sexual harassment); and repeated or persistent instances of Misconduct which have been the subject of previous Determinations in accordance with this clause.

- (iv) 'Panel of Chairpersons' means a panel of peoples who can be approached to Chair a convened Disciplinary Committee. WUSA and the NTEU will each nominate two members of the staff of the University of Wollongong to be appointed to a panel of independent Chairs. These nominees cannot be members of WUSA or employees of WUSA or members of the NTEU Executive or Branch Committee. The nominees called upon to act as a Chair will alternate between the NTEU and WUSA nominees. If a nominee is not available when contacted the next nominee will be contacted. Nominations are submitted in March of each year.

26.2 Unsatisfactory Performance and Misconduct Investigation

- (a) When an allegation of unsatisfactory performance and/or misconduct is taken to the President, the President should undertake an investigation in order to ascertain whether the allegation is substantiated.

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

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

disciplinary action; namely a written warning (including, where appropriate, a final warning) or termination of employment.

- (v) a record of the counsel given will be kept on the employee's confidential personnel file and a copy supplied to the employee concerned.
- (vi) a decision to terminate the employee's employment can only be made by the Executive upon recommendation.

26.3 Disciplinary Committee

(a) The Disciplinary Committee may be convened:

- (i) Where the President believes that disciplinary action has not produced the desired improvements in performance.
- (ii) Where an employee has received a written warning from the President and disagrees with any subsequent action or decision of the President on this matter.

(b) If the President or employee convenes the committee, the President will provide the employee with a copy of a report. Such a report will state clearly the aspects of performance seen as unsatisfactory and record the attempts to remedy the problem. The employee will be entitled to a period of five working days within which to submit to the Disciplinary Committee a written response to the President's report. This timeframe may be extended subject to approval by both parties.

26.4 Establishment of a Disciplinary Committee

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

26.5 Disciplinary Committee terms of reference:

(a) Upon receipt of the President's report and any written response from the employee, the Disciplinary Committee will first satisfy themselves that:

- (i) there is sufficient evidence to support the need for further action in unsatisfactory performance, misconduct or serious misconduct;
- (ii) the procedures of this clause have been followed; and/or
- (iii) appropriate steps have been taken to bring the unsatisfactory nature of performance to the employee's attention;
- (iv) an adequate opportunity to respond was given; and
- (v) a reasonable opportunity has been afforded to remedy the performance problem.

(b) The Disciplinary Committee may then decide to:

- (i) take no further action; or
- (ii) refer the matter back to the President to ensure that the steps referred to in sub-clause 6 are complied with; or
- (iii) investigate the allegation further, according to Clause 26.6

26.6 Disciplinary Committee procedures

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

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

26.7 Disciplinary Committee decisions

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

26.8 Disciplinary Committee time-line

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

26.9 Circumstances Of Suspension

- (a) Any time after the President has received notice of alleged Misconduct, the President may suspend the employee with pay, pending resolution of the alleged Misconduct and exclude the employee from WUSA, if there is a possibility of a serious and imminent risk to another person or to WUSA's property arising out of the alleged Misconduct.
- (b) If the employee is excluded from WUSA, he or she will be permitted reasonable access to WUSA for the preparation of their case and to collect personal property.

26.10 Investigation Principles

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

- (a) **Timeliness:** WUSA will conduct all Misconduct Investigations as quickly as possible, subject to the need to conduct a careful and comprehensive inquiry in accordance with procedural fairness. Except in exceptional circumstances, WUSA will observe and enforce timelines prescribed in this clause.
- (b) **Confidentiality:** WUSA and the employee will handle allegations of misconduct and unsatisfactory performance confidentially to the extent that the law allows and requires. Information regarding alleged Misconduct will be strictly limited to persons who have a reasonable need to know. This will not prevent the employee or the President from disclosing the alleged Misconduct, or aspects of it, in order to obtain evidence or advice relating to it.
- (c) **Procedural Fairness:** WUSA will conduct all Misconduct Investigations in accordance with the principles of procedural fairness, including the right of the employee to:
 - (i) be informed of the allegations against them in sufficient detail to enable the employee to understand the precise nature of the allegations and to properly consider and respond;
 - (ii) have a reasonable opportunity to respond to the allegations against them;
 - (iii) be informed of the Disciplinary Committee terms of reference and procedures;
 - (iv) impartiality in any investigation process; and
 - (v) an absence of bias in any decision-maker.
- (d) **Victimisation:** WUSA will take all reasonable steps to prevent persons with information relevant to an Investigation from suffering victimisation as a consequence of their involvement in the Investigation.

26.11 Notice of Dismissal

- (a) Where, in accordance with sub-clause 26.2 or 26.7, the Executive has determined to dismiss the employee, 4 weeks notice of payment in lieu thereof will be made (plus one week for employees over the age of forty five (45) years of age).

- (b) Payment instead of notice will be made if WUSA does not require the employee to work out the notice period. Where the employee is only required to work part of the notice period, WUSA will pay out the remainder of the notice period.
- (c) Any payments in lieu of notice will be based on the employee's salary as at the date of cessation of employment.

27. ANNUAL LEAVE

Annual Leave entitlements shall be in accordance with the provisions of the Annual Holidays Act 1944, and subsequent amendments to that Act.

By agreement an employer may allow an employee annual leave before the right of such leave has accrued.

Arrangements for annual leave are to be made by mutual agreement between employee and employer. Where such agreement cannot be reached, the employer shall give each employee at least three (3) months notice of the date upon which he/she shall enter upon annual leave.

28. ANNUAL LEAVE LOADING

Employees who under the Annual Holidays Act 1944 become entitled to annual leave shall be paid an annual leave loading of 17.5% or shift penalties (whichever is greater) of the appropriate ordinary rate of pay prescribed by this agreement for the classification in which the employee was employed immediately before commencing on annual leave.

Such loading is payable in addition to the payment for annual leave due to employees under the Annual Holidays Act, 1944.

29. SICK LEAVE

All employees are entitled to sick leave on full pay at the rate of ten (10) days each calendar year. Any unused sick leave shall remain to the employees credit.

All periods of sickness of more than three (3) consecutive days shall be certified by a medical practitioner, if in the employer's opinion the circumstances warrant such requirement.

Employees shall take all reasonable steps to inform the employer of their inability to attend for duty and estimated length of absence.

30. PARENTAL LEAVE

Parental Leave is the general term encompassing; Maternity Leave, Partner Leave, Adoption Leave, Foster Parenting Leave, and Child-rearing Leave.

For the purpose of this clause, the term 'spouse' means husband, wife, de-facto or same-sex partner.

The employer may grant Parental Leave in accordance with these conditions subject to the receipt of appropriate certification from an employee normally no later than ten (10) weeks prior to the proposed commencement of Parental Leave.

30.1 Maternity and Adoption Leave

There are three levels of entitlement, depending upon length of service at the time Maternity Leave is to commence, and two levels of entitlement depending upon length of service when Adoption Leave is to commence:

Adoption Leave may not be accessed for a child who has been domiciled with the spouse of an employee prior to the employee adopting the child.

30.1.1 An employee who has completed a period of **less than 52 weeks** continuous service shall be entitled to Maternity Leave or Adoption Leave on full pay for a continuous period at the rate of one week for each completed calendar month of service, to be taken in the case of:

- Maternity Leave, within the period commencing 6 weeks prior to the expected date of delivery and concluding 12 weeks after the actual date of delivery; or
- Adoption Leave, commencing from the date of placement of the child.

30.1.2 An employee who has completed a period of **less than 52 weeks** continuous service **also** shall be entitled to additional leave without pay as will bring the aggregate leave up to a continuous period of 52 weeks. Such leave without pay shall be taken in the case of:

- Maternity Leave, within the period from 20 weeks before the expected date of delivery to 52 weeks after the commencement of the period of paid leave; or
- Adoption Leave, immediately following the date of placement to 52 weeks after the actual placement date of the child.

30.1.3 An employee who has completed a period of **not less than 52 weeks** continuous service **but less than 2 years** shall be entitled to Maternity Leave or Adoption Leave on full pay for a continuous period in the case of either:

- Maternity Leave of up to 12 weeks, to be taken within the period commencing from 6 weeks prior to the expected date of delivery and concluding 12 weeks after the actual date of delivery; or
- Adoption Leave of up to 12 weeks, commencing from the date of placement of the child.

30.1.4 An employee who has completed a period of **not less than 52 weeks** continuous service **but less than 2 years also** shall be entitled to 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 in the case of either:

- Maternity Leave, from 20 weeks before the expected date of delivery (if the child up to 52 weeks after the commencement of the period of paid leave; **or**
- Adoption Leave, from 12 weeks following the date of placement up to 52 weeks after the actual placement date of the child.

30.1.5 An employee who has completed a period of **not less than 2 Years** continuous service shall be entitled to Maternity or Adoption Leave on full pay for a continuous period in the case of either:

- Maternity Leave, of up to 13 weeks to be taken within the period commencing 6 weeks prior to the expected date of delivery and concluding 12 weeks after the actual date of delivery; **or**
- Adoption Leave, of up to 13 weeks commencing from the date of placement.

30.1.6 An employee who has completed a period of **not less than 2 Years** continuous service **also** shall be entitled to additional leave for a continuous period of up to 39 weeks on 0.6% of salary in the case of either:

- Maternity Leave, which will bring the aggregate leave to a continuous period of 52 weeks; **or**
- Adoption Leave, to be taken within the period from 12 weeks following the date of placement and concluding up to 52 weeks after the actual placement date of the child.

30.1.7 The maximum period of 52 weeks Maternity Leave or Adoption Leave available to an employee shall be reduced in the case of either:

- Maternity Leave, by any period of Parental Leave related to the same birth taken by the employee's spouse, except for a period of paid leave up to 20 days; **or**
- Adoption Leave, by any period of Parental Leave related to the same adoption taken by the employee's spouse.

30.1.8 Adoption Leave shall not be taken concurrently with any period of Adoption Leave taken by the employee's spouse, except that if the adoptive parent, who is not the primary care giver:

- is a male, he may take up to 20 days paid Partner Leave as per sub-clause 30.2.1 within the period from the date of placement and up to 14 weeks after the date of placement of the child; **or**
- is a female, she may take up to 20 days paid special leave within the period from the date of placement and up to 14 weeks after the date of placement of the child.

30.1.9 An employee taking Maternity Leave or Adoption Leave under these provisions shall enter into a written agreement with the employer to return to duty for a period of 26 weeks following the period of Maternity Leave or Adoption Leave or shall repay all monies received or paid on their behalf in excess of the entitlements which would have been payable, under **30.1.5**

30.1.10 An employee who takes a second period of Maternity Leave or Adoption Leave that overlaps or immediately follows a period taken under conditions as per **30.1.5** shall be granted leave for the second period of Maternity Leave or Adoption Leave under the provisions of **30.1.4**

30.1.11 For leave taken in accordance with sub-clauses 30.1.1 and 30.1.3, payment for the period of full-paid Maternity Leave or Adoption Leave may be taken as follows:

- paid on a normal fortnightly basis; **or**
- at the rate of half pay over a period of up to 24 weeks; **or**
- in advance in a lump sum payable at the time of commencing the leave.

30.1.12 For leave taken in accordance with sub-clause 30.1.5 payment for the period of full-paid Maternity Leave or Adoption Leave may be taken as follows:

- paid on a normal fortnightly basis; **or**
- in advance in a lump sum for the initial 12 week period, payable at the time of commencing the leave and thereafter on a normal fortnightly basis for the remainder of the period of leave.

30.1.13 Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for her to continue at her present work, she shall, if the President deems it practicable, be transferred to a safe job at her existing rate of pay. If transfer to a safe job is not practicable, the employee may, or the President may require her to, take leave for such period as is certified as necessary by a registered medical practitioner. Such leave will be treated as Maternity Leave in accordance with sub-clauses 30.1.1, 30.1.3 or 30.1.5, as the case may be.

30.1.14 Prior to commencing Maternity Leave, an employee may work on a fractional basis in one or more periods while she is pregnant where fractional employment is, because of the pregnancy, necessary or desirable according to a certificate from a registered medical practitioner.

30.1.15 Where such reduction is in accordance with the provisions of this sub-clause, paid Maternity Leave will be granted at the employee's substantive salary rate. This will apply, notwithstanding any reduction in employment fraction immediately preceding the commencement of paid Maternity Leave.

30.1.16 An employee on a fixed-term appointment that expires during a period of paid Maternity Leave or Adoption Leave shall not be eligible for further Maternity Leave or Adoption Leave after the date of expiry of the appointment unless she or he is re-employed on a continuing basis or on a further fixed-term appointment. The provision of Maternity Leave or Adoption Leave shall not be grounds for the termination of an appointment or for a refusal by WUSA to offer re-employment.

30.2 Partner Leave

Partner leave shall be made available where an employee:

30.2.1 is not the primary care-giver of the child. In such cases leave on full pay will be granted for 20 consecutive working days, or for periods which in aggregate do not exceed 20 working days, to be taken in the period immediately following the birth or placement of a child and concluding 14 weeks after the birth or placement, as requested by the employee.

In addition, the WUSA may grant an additional 5 days leave on half pay to the employee if deemed appropriate.

30.2.2 elects to be the primary care-giver of the child. In such cases a further unbroken period of up to 49 weeks unpaid leave will be granted subject to the production of certification that the employee shall be the sole care-giver of the child during the period of Partner leave requested. This entitlement shall be reduced by any period of maternity or Adoption Leave taken by the employee's spouse and shall not be taken concurrently with that maternity or Adoption Leave.

30.3 Duration of Leave

The period of leave shall not extend:

- in the case of either Maternity Leave or Partner Leave, beyond the child's first birthday; **or**
- in the case of Adoption Leave, beyond 12 months of the child's placement.

30.4 Foster Parent Leave

Employees acting as the primary care giver of a foster child will be granted:

- up to 6 weeks on half pay from the date of the child entering their care, if the child is younger than 5 years of age; **or**
- 3 weeks leave on half pay from the date of the child entering their care, if the child is over 5 years of age.

30.5 Child Rearing Leave

30.5.1 In addition to and following concurrently on from any other form of Parental Leave, a further 52 weeks Child-rearing Leave without pay will be made available to employees for the care of pre-school age children.

30.5.2 After the first 52 weeks of Child-rearing Leave, as approved under sub-clause 30.5.1, an employee may request on an annual basis an extension of Child-rearing Leave for no more than 52 weeks at any one time, provided that the total period of Parental Leave does not extend beyond 4 years, subject to the child reaching school age.

30.5.3 If a further period of Maternity, Adoption or Partner Leave is applied for during the employee's absence on approved leave under sub-clauses 30.5.1 and 30.5.2, that further period of leave applied for shall be without pay.

30.5.4 Following a period of 52 weeks Maternity, Adoption or Partner Leave, Child Rearing Leave will be made available, subject to the employee agreeing in writing to:

- i) becoming unattached from their substantive position at the WUSA, **and**
- ii) being placed on their ultimate return to duty in the same or equivalent position at the substantive level held prior to commencement of child rearing leave; **or**

iii) if such a position is not available, returning to an available position for which they are qualified and suited and which is nearest in status and remuneration at or below their previous substantive salary. If this is a lower graded position, the employee will be paid the salary attached to that position until such time that a suitable position at their previous substantive level becomes available and provided this is within 52 weeks of their return to duty. If so placed within this period the employee's salary will recommence immediately at that substantive level; **or**

iv) if a position at their substantive grade is not identified in accordance with this subclause, the employee will be offered the position at the lower grade and if accepted, confirmed at that grade and thereafter paid at that salary level; **or**

v) the employee may be offered a severance benefit calculated in accordance with the relevant severance provisions of this Agreement. For the purpose of this clause, any period of Child-rearing Leave in excess of 12 weeks shall be regarded as satisfying the relevant notice period required under this Agreement.

30.6 Entitlements and Conditions Whilst on Parental Leave

30.6.1 Annual Leave and Long Service Leave will accrue during periods of paid Parental Leave at the rate salary is earned.

30.6.2 The first 26 weeks of a period of unpaid Parental Leave as per this clause shall count as service in determining the entitlement of an employee to leave and for most other purposes.

30.6.3 Incremental progression will be deferred by 6 months following the employee's return from paid or unpaid Parental Leave of 6 months or more to allow reasonable time to review performance.

30.6.4 An employee on Parental Leave may use accrued Recreational Leave, Long Service Leave, time-off-in-lieu or flex leave credits in lieu of any period of leave without pay in association with Parental Leave.

30.7 Consultation on Job Redesign Whilst on Parental Leave

Where practicable, an employee on Parental Leave will be consulted concerning any significant change in responsibilities of the position she or he held before proceeding on Parental Leave. Should the employee participate in such consultation during Parental Leave, that participation will not cause the WUSA to incur any liability for salary payments or other costs.

30.8 Unplanned Cessation of Parental Leave

Parental Leave applied for but not commenced shall be cancelled where, in the case of:

- Maternity Leave, the pregnancy of an employee terminates other than by the birth of a living child; **or**
- Adoption Leave, the placement of the child does not proceed; **or**
- Partner Leave, the pregnancy of the employee's spouse terminates other than by the birth of a living child.

30.8.1 Should it be necessary to alter Parental Leave applied for and commenced, in the case of either:

- Maternity Leave, where an employee whose pregnancy terminates by miscarriage or results in a still-born child or whose child dies during the period that the employee is on Maternity Leave; **or**
- Adoption Leave, where the child dies during the period that the employee is on Adoption Leave;

the employee shall be entitled to:

- 12 weeks paid leave at the salary rate at the time of the child's death; **and**
- unpaid leave up to a period of 14 weeks or to such longer period as may be certified by a registered medical practitioner up to a maximum of 52 weeks.

30.8.2 Should it be necessary to alter Partner Leave applied for and commenced, where the child dies during the period that the employee is on Partner Leave, the employee shall be entitled to unpaid leave of up to 10 days or to such longer period as may be certified by a registered medical practitioner up to a maximum of 4 weeks;

30.8.3 Should it be necessary to alter Child Rearing Leave applied for and commenced, where the child dies during the period that the employee is on child rearing leave, the employee shall be entitled to unpaid leave up to a period of 14 weeks or to such longer period up to a maximum of 52 weeks as may be certified by a registered medical practitioner.

30.9 Resumption of Duty Following Parental Leave

On returning to work following a period of 52 weeks of Parental Leave (excluding Child-rearing Leave) an employee shall be entitled to the position which she or he held immediately before proceeding on such Parental Leave; **or**

An employee who was transferred prior to Maternity Leave to a safe job pursuant to subclause 30.1.13 shall be entitled to the position she held immediately before such transfer; **or**

An employee who has worked on a fractional basis during the pregnancy, shall be entitled to the position she held immediately before commencing such fractional employment.

30.9.1 Where such a position no longer exists, the employee will be placed in an equivalent position for which she/he was qualified and suited at the substantive level held prior to commencement of Parental Leave on such a position becoming available. If so placed, the employee's salary will immediately recommence at that substantive level.

30.9.2 However, if a position at the employee's substantive grade is not identified in accordance with sub-clause 30.9.1:

- the employee will be offered a position (if available) at a lower grade and, if accepted, the employee will be confirmed at that grade and thereafter be paid at that salary level; **or**

- if no alternative position is identified in accordance with this clause, then the employee will receive notice and a retrenchment benefit payment calculated in accordance with the relevant severance provision in this Agreement.

30.10 Part-Time Parental Leave (excluding Child-rearing Leave)

A full-time employee on a period of Parental Leave (excluding Child-rearing Leave) may apply for part-time Parental Leave, subject to the needs of the WUSA, and the conditions set out in this clause.

30.10.1 A full-time employee may apply for part-time Parental Leave at the same time an application is made under this clause or, subject to provision of four weeks written notice, at any time within the initial 52-week period set out in sub-clause 30.1.2, 30.1.4, 30.1.5 and 30.1.6. Part-time Parental Leave may commence no earlier than the completion of any paid component of Parental Leave.

30.10.2 The maximum period of part-time Parental Leave following any one confinement/adoption will be limited to 52 weeks from the date of commencement of Parental Leave.

30.10.3 On the completion of up to 52 weeks of part-time Parental Leave, if an employee wishes to continue on a fractional basis, he/she may apply for such continuation on a temporary or permanent part-time basis.

30.10.4 Part-time Parental Leave will automatically cease if the employee proceeds on a new period of Parental Leave. However, a new period of part-time Parental Leave may be subsequently approved, subject to these conditions. Payment for such further Parental Leave will be at the fractional rate applicable at the time the employee proceeds on the new period of Parental Leave.

30.10.5 In establishing the fraction to be worked, and the appropriate notice period for return to full-time work, the WUSA will take into consideration the practicality of obtaining any fractional replacement and any applicable agreement requirements concerning the employment of part-time staff. Set and regular working arrangements are to apply, normally being not less than 40% or greater than 80% of the employee's normal full-time workload.

30.10.6 The terms under which part-time Parental Leave is granted under this clause may be varied by mutual agreement between the employee and the WUSA. The terms of the part-time Parental Leave, and any variation thereto shall be set out in writing and a copy shall be placed on the employee's personal file and a further copy shall be provided to the employee.

30.10.7 If, in the opinion of the President, it is not practicable for an employee to resume work on a fractional basis in the position which she/he previously occupied prior to taking Parental Leave, the employee will be so advised. If in such circumstances the WUSA identifies a suitable alternative vacant position to which the employee may be placed on a fractional basis, and the employee agrees, the employee will be placed into the alternate position and be paid the appropriate fraction of the salary applicable to her/his former substantive position for the period prescribed by sub-clause 30.10.1.

30.10.8 At the conclusion of the period of fractional employment following Parental Leave as set out in sub-clause 30.10.6 the employee shall return to her/his substantive position on a fulltime basis.

30.10.8.1 If the former position occupied by the employee prior to taking such Parental Leave no longer exists, the employee will be offered an equivalent graded position or, if one is not available, a position at a lower grade. If the lower graded position is accepted, the employee will be confirmed at that grade and thereafter be paid at that salary level; **or**

30.10.8.2 If no suitable alternative position is identified in accordance with this clause, then the employee may apply for Child Rearing Leave, in accordance with clause 30.5; **or**

30.10.8.3 If no suitable alternative position is identified in accordance with this clause, the employee will receive notice in accordance with the relevant provisions of this Agreement. For the purpose of this sub-clause, any period of Parental Leave in excess of the initial 52 weeks shall be regarded as counting towards the relevant notice period required by this Agreement.

30.10.9 Any additional hours worked by an employee under these arrangements will be regarded as a temporary variation of the fractional appointment.

30.10.10 An employee shall confirm her/his return to full-time work at the conclusion of the agreed period of part-time Parental Leave, or earlier, by giving 4 weeks written notice.

30.11 Replacement Staff (Parental Leave)

30.11.1 The replacement of an employee on Parental Leave will be subject to the requirements of the WUSA.

30.11.2 Before a person is appointed to directly or indirectly replace an employee who is on a period of Parental Leave in accordance with the provisions of this agreement, that person shall be advised in writing of the temporary nature of their appointment, and of the rights of the employee on Parental Leave with respect to return to duty or reversion to full-time work.

31. LONG SERVICE LEAVE

31.1 Employees, other than casual employees, shall be eligible for long service leave as follows -

i) After ten years service (whether continuous or broken) to thirteen weeks leave on full pay or 26 weeks leave on half pay.

ii) After fifteen years service (whether continuous or broken) to four months and fifteen days' leave on full pay or nine months leave on half pay.

iii) For service between ten years and fifteen years (whether continuous or broken) leave shall accrue proportionately on the basis of sub-clause 31.1(i) above.

iv) For service in excess of fifteen years (whether continuous or broken), leave additional to that prescribed in sub-clause 31.1(ii), pro-rata at a rate of two months and fifteen days on full pay or five months on half pay, for each completed five years of service.

v) Where an employee has completed at least five years continuous service, but less than ten years continuous service, and his or her services are terminated by the employer for any reason other than for serious and wilful misconduct, such employee shall be entitled to a proportionate amount of long service leave on the basis of three months leave for ten

(10) years service. For the purpose of the application of this provision it shall be interpreted in the same manner as a similar provision in the Long Service Leave Act 1955 as amended.

vi) An employee who has completed at least five (5) years service with the WUSA, shall be entitled to take long service leave on a pro rata basis based on the formula contained in subclause 31.1(v) above.

31.2 If an employee has an entitlement to long service leave under sub-clause 31.1(i), (ii), (iii), or (iv) above, but prior to entering upon such leave has his or her employment terminated by dismissal or by notice duly given by either party, he or she shall be entitled to receive the monetary value of the leave at credit computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.

31.3 In the event of the death of any employee, the monetary value of all long service leave for which the employee was eligible at the time of death shall be paid to his/her legal personal representative, unless paid by the employer to the employee's widow or widower, partner (including de-facto or same sex) or to the guardian of the children of the employee.

31.4 For the purpose of calculating service in respect of sub-clause 31.1-

(1) Any periods of leave without pay shall not count as service when determining whether an employee has completed ten years' service.

(2) Any periods of leave without pay prior to completing ten years' service shall not count as service for the purposes of long service leave.

(3) Any period of leave without pay not exceeding six months shall count for long service leave purposes where an employee has completed ten or more years service but where such period of leave without pay exceeds six months, the whole period of leave without pay shall not count as service.

ii) Where an employee is granted leave for service in Australia's Defence Forces, such service shall be counted as ordinary service in computing long service leave.

iii) Service with an employer, after retirement, shall not count as service for the purpose of long service leave, under this Agreement.

31.5 For persons entering the WUSA's employment from another Institution, (that recognises WUSA service for Long Service Leave purposes) or other institution, eligibility for long service leave shall be determined taking into account prior continuous service at the previous institution, provided that the long service leave monetary pay-out is deposited in the WUSA Long Service Leave Account.

For the purposes of this subclause, institution means a student council/guild or union within Australia.

31.6 Where more favourable long service leave provisions have been extended to employees, prior to the making of this Agreement, such employees employed at the date of the making of this Agreement will not be disadvantaged in relation to long service leave entitlements, because of the making of this Agreement for any periods of service prior to the making of this Agreement.

31.7 An employee, entitled to Long Service Leave under this Agreement, is able to take the leave at any time, provided:

- i) there is agreement between the employee and the employer;
- ii) sufficient notification is given;
- iii) the minimum time taken is five (5) working days for a full time employee, or the relevant equivalent for a part-time employee.

32. COMPASSIONATE LEAVE

32.1 Compassionate leave with pay shall be granted in circumstances where an employee is forced to be absent from duty because of an urgent pressing necessity, and such leave should be limited to the time necessary to cover the immediate emergency.

32.2 Compassionate leave shall be granted on the following principles:

- i) Death and funeral of a family member, close friend or partner or same sex partner. In general, compassionate leave with pay should be limited to one day, provided that where the employee is involved in making funeral arrangements, travelling, etc leave may be allowed for up to three (3) days.
- ii) Family Responsibilities: Paid leave of up to five (5) days each calendar year may be granted to employees in respect of carrying out family responsibilities involving caring for sick dependents.
- iii) Compassionate leave may also be granted in cases of unforeseen emergencies which clearly prevent attendance for duty, e.g. floods, fire, domestic etc.

32.3 Employees shall take all reasonable steps to inform the employer of their inability to attend for duty and estimated length of absence.

33. LEAVE WITHOUT PAY

Employees may be granted up to one (1) years leave without pay subject to the following conditions:

- i) good and sufficient reason for the leave must be shown and the Council must be satisfied that the employee intends to resume duty at the Council on the expiration of his/her leave. The grant of such leave is in all cases subject to the convenience of the Centre;
- ii) employees with annual leave and/or long service leave to credit may conserve such leave when granted leave without pay;
- iii) the conduct and services of an applicant should be satisfactory.

Salary increments are subject to deferment by the full amount of leave without pay taken where the period of such leave exceeds six (6) months.

Periods of leave without pay in excess of twenty eight (28) calendar days are not to be counted as service for the purpose of accrual of annual leave.

34. STUDY LEAVE

Full time staff shall be entitled to claim up to six (6) hours per week study leave for approved course of study. This leave may be accumulated up to one (1) full week two times per year.

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

Study leave will normally be granted where the course being undertaken is related to the duties being performed by the staff members, the business of the WUSA, or for the enhancement of general skills applicable to potential plans with WUSA. However, each application will be considered on its merits by the Staffing committee.

Part-time employed staff will be entitled to claim pro-rata study leave.

Paid examination leave is available to staff.

Work related training (including union training) shall not count as study leave but rather will be considered as normal working time, as shall other courses which fall under the Training Guarantee Act.

35. FAMILY CARE LEAVE

Employees shall be entitled to four days leave per year, which can be taken as half days, without loss of pay for personal reasons, i.e. for the care of other family members.

36. CHILD CARE

When a full-time and permanent part-time employee requires child care during working hours in order to carry out his/her job, he/she will be entitled to either:

- i) bring the child to work where this does not conflict with the performance of the employees duties.
- ii) be subsidised for the costs of child care arrangements of the employee's choice;

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

When the employer requires the employee, to work overtime with less than twenty-four (24) hours notice, then the employer shall pay the cost of any child care necessary whilst the employee is working such overtime.

37. JURY DUTY AND OTHER COURT APPEARANCES

37.1 Employees summonsed as jurors

An employee required to attend for jury service during his/her ordinary working hours continue to be paid by the employer. Any payment received by the employee for such jury duty, other than reimbursement of travel or other expenses, shall be paid to the employer. An employee shall notify his/her employer as soon as possible of the date upon which he/she is 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).

37.2 Employees called as witnesses

37.2.1 An employee subpoenaed, summoned or called as a witness shall notify the employer of his/her required absence which shall be paid as Special Leave for the first three (3) days and subsequently as Leave Without Pay or as a debit to Annual Leave.

37.2.2 An employee required as a witness on behalf of his/her employer or a witness in proceedings relating to a Union Award/Agreement shall, for the purposes of this Agreement, be regarded as being on duty and shall not receive witness fees for the period for which he/she is so required as a witness.

38. CONCESSION HOLIDAYS

The days between Christmas and New Year, not already declared public holidays, will be granted to staff as concession holidays.

39. TRAINING AND DEVELOPMENT

The parties confirm a commitment to training and skill development for employees to be reviewed for each employee on an annual basis.

The following types of training needs are to be included:

- i) As a result of reorganisation necessitating job redesign, creation of new jobs and/or multi-skilling;
- ii) To assist staff and pursue career paths.
- iii) To ensure that staff whose performance has been identified as deficient have every opportunity to improve their performance within the appraisal method.

The development of the Training Program should include:

- i) Identifying the training and the development needs of the staff at all levels and classifications, and ensuring that there is equity of access of all staff (including part-time staff) to training and development opportunities.
- ii) A commitment to EEO requirements to remove discriminatory barriers to training.
- iii) Commitment to training and development includes a commitment to providing adequate resources, people, equipment, time and money to ensure the effectiveness of the training and development program. It also involves a commitment to enable staff to participate in training and development.

40. STAFF MEETINGS

Staff will be allowed one (1) hour each fortnight to conduct a staff meeting on request to the President.

41. STAFF REPORTS

No adverse report against an employee shall be placed on an employee's personal file unless that employee has first had the opportunity to answer such report, and such answer should be concurrently filed with the adverse report.

42. UNION MEMBERSHIP

The parties acknowledge that collective industrial relations will continue as a fundamental principle of the WUSA. All prospective and current employees will be strongly encouraged to join and maintain financial membership of the NTEU. An introduction to the on site NTEU representative shall form part of the official on site induction program and adequate time shall be allowed to ensure union membership can be discussed.

43. UNION NOTICES

One notice board that all staff have easy access to, is to be allocated for the display of all authorised NTEU notices. The NTEU will also have access to the employer's email system.

The WUSA undertakes to deduct union dues from the pay of members of the union who have signed the appropriate authority and forward these dues directly to the union on behalf of the members on a fortnightly basis.

44. NTEU REPRESENTATIVES

Reasonable time off, during working hours shall be allowed to a member of staff appointed as a NTEU representative, for the conduct of essential union affairs.

45. RIGHT OF ENTRY OF NTEU OFFICIALS

(i) An authorised industrial officer may enter, during working hours, any premises where relevant employees are engaged, for the purpose of holding discussions with the employees at the premises in any lunch time or non-working time.

(a) [Investigation of breaches] An authorised industrial officer may enter, during working hours, any premises where relevant employees are engaged, for the purpose of investigating any suspected breach of the industrial relations legislation, or of any industrial instrument that applies to any such employees.

(b) [Industrial officer's powers] For the purpose of investigating any such suspected breach, the authorised industrial officer may:

1) require any employer of relevant employees to produce for the officer's inspection, during the usual office hours at the employer's premises or at any mutually convenient time and place, any employees' records and other documents kept by the employer that are related to the suspected breach; and

2) make copies of the entries in any such records or other documents related to any such suspected breach.

(iii) (Notice of entry) An authorised industrial officer must, before exercising a power conferred by this section, give the employer concerned at least 48 hours' notice.

46. NTEU MEETINGS

The NTEU may, with the approval of the employer, hold meetings of members on the premises of the employer at times and locations agreed between the NTEU and the employer, provided that adequate notice shall be given to the employer of the intention to hold such meeting and the location thereof, and that such meetings shall not be held during working hours.

Subject to the convenience of the employer, employees may vary their meal breaks to allow them to attend such meeting, provided that they make up any time lost, on that day.

47. LEAVE TO ATTEND ARBITRATION

Leave with pay shall be granted for the employee in the course of matters related to WUSA to appear before the Commission or other industrial tribunals. Additional unpaid leave shall be granted to the employee for the purposes of preparing a case for such proceedings.

48. LEAVE TO ATTEND NTEU MEETINGS

Delegates to Council shall be granted leave with pay for the purposes of attending State and National Meetings of the NTEU.

49. REDUNDANCY

An employee shall only be made redundant arising from economic reasons, or merger, takeover or restructuring, following the application of the managing change provisions in clause 10 and after staff have been offered the option of a voluntary redundancy to address the staff reductions.

A voluntary or forced retrenchment package shall include, in addition to all other payments due to that employee:

- i) 4 weeks notice or 4 weeks' pay in lieu of notice (or for staff over the age of 45 years with at least 5 years service, 5 weeks notice or 5 weeks pay in lieu of notice); and
- ii) redundancy pay on the basis of four (4) weeks pay for each completed year of service with a maximum of twenty six (26) weeks redundancy pay at current rate of pay and all entitlements.

50. TIME OFF FOR JOB INTERVIEWS

The Wollongong Undergraduate Students' Association will allow up to sixteen (16) hours for employees, once notified of redundancy, to attend job interviews; provided that this period does not exceed four (4) hours on each occasion, and that reasonable notice is given to the Coordinator, and proof of attendance at such interviews is provided.

51. TERMINATION OF EMPLOYMENT

Termination of employment shall only occur in accordance with the provisions of this Agreement.

The notice to be given or paid out in lieu upon termination is:

2 weeks for service of less than three years

3 weeks for service of more than three years but less than 5 years

4 weeks for service of more than 5 years

An additional week's notice shall be given to staff who are 45 years or older and who have had least 2 years of service.

An employee whose employment is terminated for serious misconduct in accordance with the provisions of this Agreement will receive no payment in lieu of notice.

SCHEDULE A

FULL TIME SALARIES

In addition to the increases provided for in the table below, there shall be an annual pay rise from the first pay period commencing on after 7 January commencing in 2008 onwards based on the average increase in CPI for the preceding 12 month period as reported by the Bureau of Statistics in October.

Class Increase	Step	%	Salary as at 7/1/05	First pay period commencing on or after 7/1/06*	First pay period commencing on or after 7/1/07*
			2.50%	2.60%	2.60%
					[5.27%]
Level 1/2	1	88.00	\$27,225	\$27,933	\$28,659
	2	90.00	\$27,843	\$28,567	\$29,310
	3	92.00	\$28,461	\$29,201	\$29,960
	4	95.00	\$29,389	\$30,153	\$30,937
	5	100.00	\$30,937	\$31,741	\$32,567
	6	105.00	\$32,484	\$33,329	\$34,195
Level 3/4	1	100.00	\$30,936	\$31,740	\$32,566
	2	105.00	\$32,484	\$33,329	\$34,195
	3	110.00	\$34,030	\$34,915	\$35,823
	4	115.00	\$35,577	\$36,502	\$37,451
	5	120.00	\$37,124	\$38,089	\$39,080
	6	125.00	\$38,671	\$39,676	\$40,708
Level 5	1	125.00	\$38,671	\$39,676	\$40,708
	2	130.00	\$40,218	\$41,264	\$42,337
	3	135.00	\$41,763	\$42,849	\$43,963
	4	140.00	\$43,310	\$44,436	\$45,591
	5	145.00	\$44,859	\$46,025	\$47,222
Level 6/7	1	145.00	\$44,859	\$46,025	\$47,222
	2	150.00	\$46,405	\$47,612	\$48,849
	3	155.00	\$47,952	\$49,199	\$50,478
	4	160.00	\$49,499	\$50,786	\$52,106
	5	165.00	\$51,046	\$52,373	\$53,735
	6	170.00	\$52,593	\$53,960	\$55,363
	7	175.00	\$54,139	\$55,547	\$56,991
	9	190.00	\$55,685	\$57,133	\$58,618
Level 8/9	1	185.00	\$57,233	\$58,721	\$60,248
	2	190.00	\$58,778	\$60,306	\$61,874
	3	195.00	\$60,324	\$61,892	\$63,502
	4	200.00	\$61,872	\$63,481	\$65,131
	5	205.00	\$63,420	\$65,069	\$66,761

6	210.00	\$64,965	\$66,654	\$68,387
7	215.00	\$66,512	\$68,241	\$70,016
8	220.00	\$68,059	\$69,829	\$71,644
9	225.00	\$69,607	\$71,417	\$73,274
10	230.00	\$71,151	\$73,001	\$74,899

* The percentage increases were determined by the average percentage wage increase from January 2003 to January 2005.

ALLOWANCE.

An employee appointed by the employer as a First Aid Officer shall be paid an allowance at the rate of \$438.00 per annum during the period of appointment, provided that the employee possesses a current Senior First Aid Certificate, as Prescribed by Workcover NSW.

SCHEDULE B

WORK LEVEL DESCRIPTORS

All positions subject of this Agreement shall be assessed for allocation to the appropriate level of remuneration on the basis of the following descriptions for each level.

This schedule lists the descriptions for the ten levels of the proposed award under each of the seven classification dimensions used.

The seven dimensions are:

- training level or qualifications
- occupational equivalent
- level of supervision
- task level
- organisational knowledge
- judgement, independence and problem solving
- typical activities

LEVEL 1

TRAINING LEVEL OR QUALIFICATIONS

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement. Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

OCCUPATIONAL EQUIVALENT

Cleaner, Labourer, trainee for level 2 duties.

LEVEL OF SUPERVISION

Close supervision or, in the case of more experienced staff working alone, routine supervision.

TASK LEVEL

Straight forward manual duties, or elements of level 2 duties under close supervision and structured on the job training.

Some knowledge of materials, eg, cleaning chemicals and hand tools, may be required. Established procedures exist.

ORGANISATIONAL KNOWLEDGE

May provide straightforward information to others on building or service vocations.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

Resolve problems where alternatives for the job holder are limited and the required action is clear or can be readily referred to higher levels.

TYPICAL ACTIVITIES

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

LEVEL 2

TRAINING LEVEL OR QUALIFICATIONS

Persons employed at Level 2 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, security patrol officer.

LEVEL OF SUPERVISION

Routine supervision of straightforward tasks; close supervision of more complex tasks.

TASK LEVEL

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

ORGANISATIONAL KNOWLEDGE

Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the employee's

work area/responsibility, including knowledge of the functions carded out and the location and availability of particular personnel and services.

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 or 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.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

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 in clerical/ administrative, trades or technical functions equivalent to:

- completion of a trades certificate; or
- 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

Tradesperson, 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. This is the first level where supervision of other staff may be required.

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 trades positions, apply the skills taught in a trade certificate, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In technical assistant positions,

- assist a technical officer in operating a laboratory, including ordering supplies
- assist in setting up routine experiments
- monitor experiments for report to a technical officer
- assist with the preparation of specimens
- assist with the feeding and care of animals.
- 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 a faculty, including word processing, setting up meetings, answering straightforward enquiries and directing others to the appropriate personnel
- process accounts for payment.

LEVEL 4

TRAINING LEVEL OR QUALIFICATIONS

Persons employed at Level 4 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;
- completion of a post trades certificate or advanced certificate and extensive relevant experience and on the job training; or
- an equivalent combination of relevant experience and/or education/ training.

OCCUPATIONAL EQUIVALENT

Technical officer or technician, clerical/secretarial above Level 3, advanced trades person.

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. May supervise or coordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand alone work.

TASK LEVEL

May undertake limited creative, planning or design functions; apply skill so 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 trades positions, extensive diagnostic skills. 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 trades positions,

- work on complex engineering or interconnected electrical circuits
- exercise high precision trades skills using various materials and/or specialised techniques.

In technical positions,

- develop new equipment to criteria developed and specified by others
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations
- demonstrate the use of equipment and prepare reports of a technical nature as directed.
- In library technician 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 faculty
 - plan and set up spreadsheets or data base applications provide advice to students on enrolment procedures and requirements
 - administer enrolment and course progression records.

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

- completion of a degree without subsequent relevant work experience; or
- completion of an associate diploma and at least 2 years subsequent relevant work experience; or
- completion of a post trades certificate or advanced certificate and extensive relevant experience as a technician; or
- 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 computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

LEVEL OF SUPERVISION

In professional positions, routine supervision to general direction, 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 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straight forward way. In administrative positions, provide interpretation, 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 problems 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

- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex unusual equipment for a range of experiments and demonstrations
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use
- prepare reports of a technical nature.
- In library technician positions, perform at a higher level than Level 4, including
- assist with reader education programs and more complex bibliographic and acquisition services
- operate a discrete unit within a library which may involve significant supervision or be the senior staff member in outposted service.
- In administrative positions, responsible for the explanation and administration of an administrative function, eg, HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.
- In professional positions and under professional supervision,
- work as part of a research team in a support role
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services.

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:

- degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- 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); line manager; experienced technical specialist and/or technical supervisor.

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.

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 technical positions,

- manage a teaching or research laboratory or a field station
- provide highly specialised technical services
- set up complex experiments
- design and construct complex or unusual equipment to general specifications
- assist honours and postgraduate students with their laboratory requirements
- install, repair, provide and demonstrate computer services in laboratories.
- In administrative positions,
- Provide financial, policy and planning advice
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence
- monitor expenditure against budget in a school or small faculty.
- In professional positions,
- work as part of a research team
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services • provide counselling services
- undertake a range of computer programming tasks
- provide documentation and assistance to computer users
- analyse less complex user and system requirements.

LEVEL 7

TRAINING LEVEL OR QUALIFICATIONS

Persons employed at Level 7 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

OCCUPATIONAL EQUIVALENT

Senior librarian, technical manager, senior professional or scientific officer, senior administrator in a small less complex faculty.

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 or technical positions, may be a recognised authority in specialised area.

ORGANISATIONAL KNOWLEDGE

Detailed knowledge of academic and administrative policies and their interrelationships between a range of policies and activities.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

Independently relate existing policy to work assignments, rethink the way 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 beyond the immediate work area.

TYPICAL ACTIVITIES

In a library, combine specialist expertise and responsibility for managing library function; in student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication; in technical manager positions, the management of teaching and research facilities for department or school; in research positions, acknowledged expertise in specialised area or a combination of technical management and specialist research.

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

LEVEL 8/9

TRAINING LEVEL OR QUALIFICATIONS

Persons employed at Level 8/9 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- extensive experience and management expertise; or
- equivalent combination of relevant experience and/or education/training.

OCCUPATIONAL EQUIVALENT

Researcher of national standing; manager; senior school or faculty administrator.

LEVEL OF SUPERVISION

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

TASK LEVEL

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

ORGANISATIONAL KNOWLEDGE

The employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration on a range of university policies and external requirements, and an ability to achieve objectives operating within complex Organisation structures.

TYPICAL ACTIVITIES

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.