



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Students Representative Council of the University of Sydney
(AG2015/7397)

STUDENTS REPRESENTATIVE COUNCIL OF THE UNIVERSITY OF SYDNEY ENTERPRISE AGREEMENT 2015

Educational services

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 10 DECEMBER 2015

Application for approval of the Students Representative Council of the University of Sydney Enterprise Agreement 2015.


[1] An application has been made for approval of an enterprise agreement known as the *Students Representative Council of the University of Sydney Enterprise Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Students Representative Council of the University of Sydney. The agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[4] The CPSU, the Community and Public Sector Union and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) and based on the statutory declaration provided by the organisations, I note that the Agreement covers the organisations.

[5] The Agreement was approved on 10 December 2015 and, in accordance with s.54, will operate from 17 December 2015. The nominal expiry date of the Agreement is 1 December 2019.



The seal of the Fair Work Commission is circular, featuring the text "THE SEAL OF THE FAIR WORK COMMISSION" around the perimeter and a central emblem depicting a kangaroo and a shearwater. A blue ink signature is written over the seal.

DEPUTY PRESIDENT

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THE
STUDENTS
REPRESENTATIVE
COUNCIL
OF THE
UNIVERSITY OF SYDNEY

ENTERPRISE AGREEMENT
2015

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

TITLE

This Agreement will be known as the Students Representative Council of the University of Sydney Enterprise Agreement 2015

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PART 1: GENERAL PROVISIONS

1.1 COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement will come into force on and from the date that it is certified by the Fair Work Commission and will have a nominal expiry date of 1 December 2019.

1.2 APPLICATION

This Agreement will be binding according to its terms on:

1.2.1 CPSU;

1.2.2 The Students Representative Council of the University of Sydney; and

1.2.3 all staff (including casual staff) employed by the Students Representative Council of the University of Sydney.

1.3 DEFINITIONS

In this Agreement, below are the definitions of terms, unless the context otherwise indicates or requires.

1.3.1 "Child" means:

(i) a child (or children from a multiple birth) born to an employee or an employee's partner; or

(ii) a child who is placed with an employee through an adoption or fostering process and who:

(a) is less than five years of age;

(b) is not the birth child of the employee; and

(c) has not lived continuously with the employee for six months or longer.

1.3.2 "Employer" means the Students Representative Council of the University of Sydney.

1.3.3 "Employee" means a person employed by the Students Representative Council of the University of Sydney.

1.3.4 "Executive" means the Students Representative Council of the University of Sydney Executive as appointed pursuant to the constitution and regulations of the Students Representative Council of the University of Sydney.

1.3.5 "Fair Work Commission" means the tribunal created by the Fair Work Act 2010 (Cth) that exercises conciliation and arbitral functions under that Act and this agreement.

1.3.6 "Misconduct" means conduct by an employee that is unsatisfactory and/or unacceptable, and may include conduct that constitutes a breach of the SRC Staff Code of Conduct and/or relevant SRC policy, and/or relevant legislation.

1.3.7 "Parental Leave" means an unbroken period of adoption leave, maternity leave, partner leave or special maternity leave.

- 1.3.8 “Partner Leave” means paid or unpaid parental leave taken by an employee.
- 1.3.9 “Primary Care Giver” means an employee who has principal responsibility for providing care and attention for the employee’s child or other dependent.
- 1.3.10 “Redeployment” means the relocation by the Executive of an employee whose position has been declared to be redundant and who can be redeployed into an appropriate position.
- 1.3.11 “Redundant position” means a position that is identified as surplus to the needs of the SRC as a result of the permanent termination of the function/s formerly performed. Such redundancy would be consequent upon:
- (i) financial constraints leading to re-arrangement of functions and classifications;
 - (ii) duties usually performed by the employee not being required to be performed either in the current position or elsewhere in the SRC;
 - (iii) technological change and development, restructuring and/or permanent organisational change.
- 1.3.12 “Representative” means the CPSU or other person nominated by the employee.
- 1.3.12 “Retrenchment” means the termination of employment of an employee whose position has been declared redundant and who is unable to be redeployed into an appropriate position.
- 1.3.13 “Serious Misconduct” means misconduct that constitutes:
- (i) 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
 - (ii) a serious dereliction of duties; or
 - (iii) conviction by a court of an offence that constitutes a serious impediment to the carrying out of an employee’s duties or to an employee’s colleagues carrying out their duties, and may include theft, fraud, assault, serious harassment (including sexual harassment); and
 - (iv) repeated or persistent instances of misconduct which have been the subject of previous determinations in accordance with section 3.10.
- 1.3.14 “SRC” means the Students Representative Council of the University of Sydney.
- 1.3.15 “Student” means someone seeking the assistance of the SRC Casework team or SRC Legal Service Pty Ltd team.
- 1.3.16 “Union” means the CPSU.
- 1.3.17 “Unsatisfactory performance” will mean and refer to a situation where it has been established that an employee has failed to meet the standard of performance expected for the position occupied, over a reasonable period.
- 1.3.18 “Week” means a five day working week, unless a public holiday occurs within that period.

1.4 DURESS

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

PART 2: COMMUNICATION AND CONSULTATION

2.1 STAFF COMMITTEE

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

2.1.1 A Staff Committee will be established as a standing committee of the SRC that will comprise all appointed permanent and fixed-term staff of the SRC. All employees of SRC Legal Service Pty Ltd will also be members of the Staff Committee.

2.1.2 The Staff Committee will consider any matters concerning the conditions of work and matters of interest to staff of the SRC.

2.1.3 The Staff Committee will report to the SRC on procedures established for the efficient running of the office(s).

2.1.4 An appropriate member of staff selected by the Staff Committee will be automatically included in any committee established to employ new staff of the SRC; each member of the Staff Committee will have full voting rights. The Staff Committee will make a decision as to which employee will be on a selection committee for new staff within a timeframe specified by the Executive (the minimum being 4 days). If the Staff Committee does not appoint an employee within that time period, the Executive will nominate a suitable employee to sit on the selection committee, subject to that employee agreeing to be on the committee.

2.1.5 The Staff Committee will meet each month for up to two hours. Half of this time may be staff only. The President and the President's nominee may attend the other half of this meeting time in an ex-officio capacity.

2.1.6 In the event that members of the Executive are unable to attend a meeting of the Staff Committee, the Staff Committee will provide a written report to the Executive detailing the items of business discussed at the Staff Committee meeting where a resolution for the Executive was reached.

2.1.7 The SRC will provide arrangements for front office to be staffed during these meetings. The Staff Committee is required to give at least one week's notice for when the front office needs to be staffed.

2.2 APPOINTMENTS

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

2.2.2 The SRC will not enter into an individual workplace agreement with any existing or new employee.

2.2.3 All permanent and fixed term staff employed by the SRC will be classified as follows:

Administration Assistant	Level 4
Secretary to Council	Level 5
Administration Officer Accounts (Payroll)	Level 6
Administration & Systems Manager	Level 8
Bookshop Assistant	Level 4
Bookshop Manager	Level 6
Publications Manager	Level 6
Casework & Policy Officer	Level 6
Casework & Policy Manager	Level 7

2.2.4 All permanent and fixed term staff will be paid in accordance with the rates in Schedule 1 of this agreement.

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

2.2.6 Any change to these classifications or levels agreed to under the Managing Change provisions of this agreement will be submitted to Fair Work Commission to be inserted into this agreement.

2.2.7 When employment vacancies arise the SRC will, before seeking external applications, first seek applications from staff currently employed by the SRC to determine if there is a suitable internal candidate. All candidates would need to satisfy the selection criteria, be interviewed and selected by a properly appointed selection committee.

2.2.8 Upon commencement of employment both the employee and the President will sign two copies of the duty statement. One copy will be given to the employee and the other retained in the employee's confidential file.

2.3 DISPUTE SETTLEMENT PROCEDURE

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

2.3.1 The Dispute Resolution Procedures shall be interpreted so as to apply to any dispute arising from the interpretation, application or operation of any provision of the Agreement or the National Employment Standards.

2.3.2 At any stage of these proceedings the employee has the right to request the assistance of a representative. The employee may also have the representative act in conjunction or on their behalf in meetings and communications around this matter.

2.3.3 In the first instance, the employee(s) will attempt to resolve the dispute with the immediate supervisor unless a conflict of interest is identified.

2.3.4 If the matter cannot be resolved, the employee, and/or their representative may notify the employer, and request a meeting to resolve this dispute. This meeting will be held within 5 working days of the employer receiving notice of this request.

2.3.5 If the matter remains unresolved either party to the grievance or dispute, including their representative, may refer the dispute for conciliation and/or arbitration by Fair Work Commission.

2.3.6 The parties to the dispute agree to be bound by any decision, order or recommendation of Fair Work Commission.

2.3.7 Until the procedures above have been completed, work will continue in the normal manner; no industrial action will be taken by the employer or by employees; and the employer and employees will not change work, staffing or the organisation of work, if such is the subject of the dispute, or take other action likely to exacerbate the dispute.

2.3.8 Disputes by casual or fixed term staff members does not extend their period of employment.

2.4 MANAGING CHANGE

2.4.1 The parties to this agreement acknowledge that effective management of workplace change requires consultation between the SRC, the employees affected and the .

2.4.2 In the event that the SRC believes there may be a need to implement workplace changes that involve:

- (i) changing work practices;
- (ii) introducing technological change; and/or
- (iii) relocating employees to another area of the SRC,

the process prescribed by this clause will be followed.

2.4.3 The SRC will consult with the Staff Committee to identify the need for change and those likely to be effected by change, and seek views about options for meeting that need.

2.4.4 The SRC should notify the employees of a formal proposal for workplace change and of the identity of the employees who are to be affected by the proposed workplace change. The SRC will provide information to the Union pertaining to the proposed workplace change. This information will be provided to ensure that the SRC has identified all relevant employees who will be affected by the proposed workplace change. Should the Union determine that additional employees will be affected by the proposed workplace change, they will add these employees to the SRC's list of affected employees.

2.4.5 The SRC will meet with the affected employees and/or their representative in relation to the proposed workplace changes.

2.4.6 The SRC and its employees and the will consult to determine whether changes are legal and in the interests of the SRC, if they have the effect of:

- (i) increasing the workload of employees;
- (ii) significantly altering the nature of work done by employees;
- (iii) contracting out work usually performed by employees; or

(iv) reducing the proportion of employees who are from non-English speaking backgrounds; of Aboriginal or Torres Strait Islander background; or women.

2.4.7 Disputes arising in relation to the application of this clause will be dealt with in accordance with the disputes procedure.

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

3.1 CIVIL LIABILITY

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

3.2 ANNUAL CONSULTATIONS

3.2.1 During November of each year, each employee will have an annual consultation with the Executive. The Administration Manager will inform both the Executive and the employee and provide both with the relevant duty statement. The purpose of the November consultation is to reflect on the nature of the job and to suggest any necessary changes to the incoming Executive for the following year.

3.2.2 Employees will be advised of the meetings of the Executive and invited to attend on an agreed date.

3.2.3 In addition there will be a smaller consultation between each employee and the President and one other member of the Executive, acting on behalf of the Executive. This will occur in May of each Council year. The purpose of this consultation is to provide for discussion between individual employees and the Executive about the nature of their job. The employee may propose amendments to the duty statement that reflect work currently being done.

3.2.4 Any amendments to the duty statement will be tabled at Staff Committee to ensure no Managing Change issues (under 2.4) arise. Following this, any amendments to the duty statement, which have been agreed to by both parties are to be signed and dated by the employee and the President.

3.2.5 All discussions between the employee and the Executive are to be in camera. A member of the Executive will take notes of the meeting. Such notes must be signed by both the President and the employee to indicate that they are an accurate record of discussion; they will then be kept in the employee's confidential file.

3.2.6 An employee will have access to their confidential file at any time upon request. The only other people with access to this file are the employee and the President.

3.2.7 Notes of previous discussions with the Executive may not be referred to a new Executive except with the consent of the employee.

3.2.8 With the agreement of both the President and the employee particular sections of the notes can be circulated to other specified staff for discussion.

3.2.9 The procedure for annual consultation will not preclude discussion between employees and the Executive about their job at any other time - it is proposed merely to ensure that employees meet with the Executive at least once during each Council's term of office.

3.2.9 Where appropriate, and where both the Executive and the employee agree, discussions occurring within the annual consultation can be used as a basis for further discussions with the Executive and/or staff committee and/or departmental meetings.

3.3 CERTIFICATE OF SERVICE

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

- (i) Employee's Name
- (ii) Period of Employment
- (iii) Title of Position
- (iv) Salary Scale
- (v) Nature of Work
- (vi) Name of Employing Body
- (vii) President's Signature
- (viii) Date

3.4 PROVISION OF AGREEMENT

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

3.5 LETTER OF APPOINTMENT

3.5.1 Following appointment of an employee, and verbal acceptance of the position, a new employee will be given a Letter of Appointment which will state: the position to which the employee is appointed; commencing salary; commencement date; hours of work; details of probationary period, appropriate duty statement. The new employee will be given a copy of this Agreement.

3.5.2 For persons employed on a fixed term contract in accordance with clause 4.5.8, the letter of appointment will also specify the period of appointment. In the absence of a specified period of appointment, appointments are ongoing.

3.6 PROBATION AND RATIFICATION OF EMPLOYMENT

3.6.1 Probation and Ratification of Employment of Permanent Staff

3.6.1.1 Upon commencing work at the SRC, each permanent employee will be a probationary employee for a period of three months.

3.6.1.2 Subsequent to the expiration of one month of employment as a probationary employee, the Department Manager of the employee will compile a report in relation to the employee and present this report to the Executive.

3.6.1.3 The Executive will then meet with the probationary employee and discuss any concerns raised with their performance in the report and discuss any support the employee needs. After the discussion, their Department Manager will then meet with the probationary employee to discuss these concerns and determine ways in which they may be addressed. The probationary employee may bring their representative to either or both of these meetings.

3.6.1.4 The process outlined in 3.6.1.2 and 3.6.1.3 will be repeated by the SRC after two months of employment by the probationary employee.

3.6.1.5 Within three weeks of the end of the three month probationary period, the Department Manager of the probationary employee will report to the Executive on the progress of the employee. The Executive will then decide whether the employee will be engaged on a permanent basis.

3.6.1.6 If the SRC decides to employ the employee on a permanent basis a further meeting between the Executive and the employee will occur during which the parties will discuss and clarify the conditions of work and the employee's duty statement. The employee is able to bring a representative to this meeting. The employer will give the employee a Letter of Appointment, and a copy will be retained in the employee's confidential file.

3.6.1.7 If the Executive recommends that permanent employment not be ratified, it will give at least seven days written notice to the employee. The employee will be entitled to seek more information or clarification of this decision. The employee may appeal this decision to the Executive. The employee may involve a representative in these processes. The SRC may restrict access to the workplace and work related resources during this period. However, the employee will continue to be paid until the end of that notice period.

3.6.1.8 All discussions in the Executive pertaining to permanent probationary employees will be in camera.

3.6.2 Probation and Ratification of Employment of Fixed Term Staff

3.6.2.1 Upon commencing work at the SRC, each fixed term employee will be a probationary employee for a period equivalent to 25% of the length of their contract, rounded up to the nearest full day.

3.6.2.2 Where the fixed term is six months or more, subsequent to the expiration of one month of employment as a probationary employee, the Department Manager of the employee will compile a report in relation to the employee and present this report to the Executive. Where the fixed term is less than six months, this report will be compiled after the end of the second week and before the end of the third week of employment.

3.6.2.3 The Executive will then meet with the probationary employee and discuss any concerns raised with their performance in the report and discuss any support the employee needs. After the discussion, their Department Manager will then meet with the probationary employee to discuss these concerns and determine ways in which they may be addressed. The probationary employee may bring a representative to either or both of these meetings.

3.6.2.4 Where the fixed term is six month or more the process outlined in 3.6.2.2 and 3.6.2.3 will be repeated by the SRC after two months of employment by the probationary employee.

3.6.2.5 Through the process of these reports, and where the Executive decides to terminate the employment of the probationary fixed term employee before the end of the probation period, the Executive will give at least seven days written notice to the employee. The employee will be entitled to seek more information or clarification of this decision. The employee may appeal this decision to the Executive. The employee may involve a representative in these processes. The SRC may restrict access to the workplace and work related resources during this period. However, the employee will continue to be paid until the end of that notice period.

3.6.2.6 All discussions in the Executive pertaining to fixed term probationary employees will be in camera.

3.7 PART-TIME EMPLOYEES

3.7.1 All conditions of this Agreement will apply pro-rata to permanent part-time employees. Employment conditions for part-time employees will include a minimum average working week of 12 hours.

3.7.2 Where part time employees perform additional hours, to a total average of 35 hours per week, on an ongoing basis, that employee may, at the employee's discretion, become a full time employee in that position.

3.7.3 For the purposes of 3.7.2 additional hours on an ongoing basis will be taken to mean at least three months of regular additional hours.

3.8 CARER'S DUTIES

3.8.1 A full-time or part-time employee, ongoing or fixed term, who has responsibility for caring for a dependent may, in an emergency or abnormal working situations, bring that person to work provided this does not conflict with the performance of the employee's duties.

3.8.2 Where an employee is required to work outside normal working hours, they will be reimbursed for the full cost of caring arrangements.

3.8.3 The SRC will not unfavourably discriminate against persons required to provide dependent's care.

3.9 REDUNDANCY

3.9.1 Consultation Process

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

3.9.2 Recommendation to Executive

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

3.9.3 Voluntary Redundancy

Where the Executive has, after compliance with 3.9.1 and 3.9.2, declared that a position/s will become redundant, it will empower the Executive to offer a voluntary redundancy package. Such offer will specify the period of notice, the effective date of termination and the terms of the voluntary redundancy package. Employees may choose representation in negotiating the terms of the voluntary redundancy package.

3.9.4 Redeployment

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

3.9.5 Notice of termination

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

3.9.6 Retrenchment

Subject to compliance with 3.9.3 and 3.9.4, the employee may be retrenched at the end of the period of notice as per 3.9.5. An employee may terminate their employment during the period of notice and, if so, will be entitled to payment in lieu of the remaining notice period, plus all other entitlements as listed. Employees must give at least two weeks notice of such intention.

3.9.7 Time off to seek other employment

During the period of notice as per 3.9.5, an employee will be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.

3.9.8 Entitlements.

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

3.9.9 Preference

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

3.9.10 Transmission of Business

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

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

3.10 GRIEVANCE AND DISCIPLINARY PROCEDURES

The objective of the following procedures will be to promote the equitable resolution of grievances 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 their workplace, or another employee, or a decision affecting their employment.

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

If a complaint, which may be dealt with under Clause 2.3 Dispute Settlement Procedure, has previously been treated as a grievance, either the SRC, the employee or their representative may choose at any time to deal with the complaint as an industrial dispute. If the SRC, the employee or their representative chooses to deal with the matter as an industrial dispute the procedures outlined in the Dispute Settlement Procedure must be followed.

3.10.1 Principles of Grievance Settlement

3.10.1.1 The President is responsible for trying to prevent problems and for settling grievances in the workplace.

3.10.1.2 Most grievances can be settled informally in the workplace.

3.10.1.3 An employee who has a grievance about another employee should, where appropriate, try to settle the grievance directly with the other employee.

3.10.1.4 When an employee reports a grievance it must be taken seriously and the employee must be treated fairly.

3.10.1.5 If a decision that 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.

3.10.1.6 An employee may suggest an outcome that they believe would settle the grievance.

3.10.1.7 At any time while trying to settle the grievance, an employee may consult, have present, or be represented by the CPSU.

3.10.1.8 At any time while trying to settle the grievance, an employee may have anyone they choose present, including their representative, but not a solicitor or a barrister.

3.10.1.9 All employees involved in a grievance must be treated equitably.

3.10.1.10 Anyone trying to settle a grievance must do so as quickly as possible.

3.10.1.11 Confidentiality should be maintained by all parties, with discussion of the matter restricted to health care professionals assisting with the emotional wellbeing of the persons involved.

3.10.1.12 Freedom of information, privacy principles, privacy requirements, and legislation must be followed.

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

3.10.1.14 An employee who has concerns about the safety of the workplace should immediately contact the Workplace Health and Safety (WHS) officer and refer to the SRC's WHS policies or relevant legislation.

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

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

3.10.2 Procedures for settling grievances:

3.10.2.1 The SRC will make every effort to resolve the grievance within fifteen working days of receiving the complaint.

3.10.2.2 A grievance should be reported to the complaint makers department manager or the President, as they determine.

3.10.2.3 This grievance procedure shall not be used where a matter has been referred to the Police, until the Police have determined an outcome, or otherwise terminated their enquiries.

3.10.2.4 If the Department Manager, President, WHS Officer, or Executive Committee determine that an appeal is warranted on the resolution, an External Mediator will be engaged.

3.10.2.5 Any fees associated with an external mediator will be paid by the SRC.

3.10.2.6 Any person involved in the complaint may not be involved in determining its resolution. Any person involved in the complaint may appeal to the President or Executive Committee to exclude a person from being involved in determining its resolution.

3.10.3 Disciplinary Procedure

3.10.3.1 Unsatisfactory Performance and Misconduct Investigation

3.10.3.1.1 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.

3.10.3.1.2 Where the President has a conflict of interest a member of Executive, chosen by a simple majority vote of Executive, will replace the President.

3.10.3.1.3 The President, or the Executive member where the President has a conflict of interest will follow this 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 their choice. The accompanying person must not be a currently practicing solicitor or barrister;
- (iv) consult with colleagues in the department, elected student representatives, and other employees if appropriate;
- (v) complete the investigation and write a report within 5 working days of the allegation being made. Both parties may extend this timeframe upon approval from Executive. A copy of the report will be given to the employee, together with any supporting documents or evidence, sufficient for the employee to understand and reply to the allegation.

3.10.3.1.4 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, they will direct the employee to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance, paid for by the SRC;
- (iii) every effort will be taken to resolve instances of unsatisfactory performance through guidance, counselling and appropriate staff development, or appropriate work allocation. This will occur before taking other disciplinary action, including 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, and 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. This disciplinary action can include, but is not limited to, a written warning (including, where appropriate, a final warning) or termination of employment.
- (v) a record of the counsel given will be kept on the employee's confidential personnel file and a copy supplied to the employee concerned.
- (vi) a decision to terminate the employee's employment can only be made by the Executive upon recommendation.

3.10.3.2 Disciplinary Committee

3.10.3.2.1 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 disagrees with any subsequent action or decision of the President on this matter.

3.10.3.2.2 If the President or employee convenes the committee, the President will provide the employee with a copy of a report together with any supporting documents or evidence, sufficient for the employee to understand and reply to the allegation. 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. Both parties may extend this timeframe subject to approval by the Executive.

3.10.3.2.3 Establishment of a Disciplinary Committee

3.10.3.2.3.1 The Disciplinary Committee will be comprised of one nominee of the Executive, a nominee of the and a Chairperson.

3.10.3.2.3.2 The Chairperson will be determined by agreement of the Executive and members of the Disciplinary Committee. The Chairperson may be, but is not limited to, a member of Executive, a member of the CPSU , or a staff member of SUPRA. Where the Executive and members of the Disciplinary Committee cannot agree on a Chairperson an external mediator will be engaged, with the associated fees paid for by the SRC. The external mediator may be a consultant external mediator of the University of Sydney.

3.10.3.2.4 Disciplinary Committee terms of reference

3.10.3.2.4.1 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;
- (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.

3.10.3.2.3 Disciplinary Committee procedures

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

- (i) provide the employee with an adequate opportunity to put their case, including through the presentation of evidence and/or submissions;
- (ii) take into account such further materials and/or interview any person that it believes appropriate;
- (iii) allow the employee and/or the President, if they so wish, to be assisted or represented by representative of their choice, who may be an employee of the SRC (subject to the agent's willingness to serve in this capacity) or the CPSU. The representative must not be a currently practicing solicitor or barrister;
- (iv) ensure that opportunity is made available for the employee (and/or representative) and the President (and/or representative) to:
- (v) see and/or hear all evidence to be considered by the Committee;

- (vi) comment upon any evidence considered by the Committee.
- (vii) keep a record of its proceedings and make such record available to the employee or the Executive on request.

3.10.3.2.4 Disciplinary Committee decisions

3.10.3.2.4.1 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 correct procedures have been followed; or
- (iii) recommend to the Executive that it takes the appropriate disciplinary action of giving the employee a further written warning (including, where appropriate, a final warning); or terminate the employee's employment.

3.10.3.2.4.2 A decision to terminate the employee's employment can only be made by the Executive upon recommendation of the Disciplinary Committee.

3.10.3.2.4.3 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 the employee receives the Executive's written advice.

3.10.3.2.4.4 Nothing in this clause will be construed as excluding the jurisdiction of any external court, tribunal or the Fair Work Commission which, but for this sub-clause, would be competent to deal with the matter.

3.10.3.2.5 Disciplinary Committee time-line

3.10.3.2.5.1 The Disciplinary Committee will be convened within five working days of the matter being referred to the Chair and should complete its deliberations and submit its report to the Executive within five working days. An extension can be gained on application to the Executive.

3.10.3.3 Circumstances Of Suspension

3.10.3.3.1 Any time after the President has received notice of alleged misconduct, the President may suspend the employee with pay, pending resolution of the alleged misconduct and exclude the employee from the SRC, if there is a possibility of a serious and imminent risk to another person or to the SRC's property arising out of the alleged misconduct.

3.10.3.3.2 If the employee is excluded from the SRC, he or she will be permitted reasonable access to the SRC for the preparation of their case and to collect personal property. This access is to be supervised by the President, member of Executive, or the Department Manager.

3.10.3.4 Investigation Principles

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

3.10.3.4.1 Timeliness

The SRC will conduct all misconduct investigations as quickly as possible, subject to the need to conduct a careful and comprehensive inquiry in accordance with procedural fairness.

Except in exceptional circumstances, the SRC will observe and enforce timelines prescribed in this clause.

3.10.3.4.2 Confidentiality

The SRC and the employee will handle allegations of misconduct and unsatisfactory performance confidentially to the extent that the law allows and requires. Information regarding alleged misconduct will be strictly limited to persons who have a reasonable need to know. This includes but is not limited to a health care professional specifically utilised to manage the wellbeing of an employee or SRC member. 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.

3.10.3.4.3 Procedural Fairness

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

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

3.10.3.4.4 Victimization

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

3.10.3.5 Notice of Dismissal

3.10.3.5.1 Where the Executive has determined to dismiss the employee, four weeks notice of payment in lieu thereof will be made (plus one week for employees aged forty five (45) years or older).

3.10.3.5.2 Payment instead of notice will be made if the SRC does not require the employee to work out the notice period. Where the employee is only required to work part of the notice period, the SRC will pay out the remainder of the notice period.

3.10.3.5.3 Any payments in lieu of notice will be based on the employee's salary as at the date of cessation of employment.

3.11 CONFLICT DUE TO CONFIDENTIAL CASEWORK

3.11.1 All casework undertaken by an employee will be confidential between the employee and the student, unless the student expresses a previous incident, or comments on the future harming of themselves or someone else.

3.11.2 The employer will not have access to case files without the express consent of the student, unless the student expresses a previous incident, or comments on the future harming of themselves or someone else.

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

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

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

3.12 FIXED TERM EMPLOYMENT

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

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

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

- (i) To replace a staff member on leave or secondment to another position with the SRC, or
- (ii) To replace a staff member temporarily acting in a position different to their substantive position, or
- (iii) To fill a vacant position whilst recruitment action is undertaken to fill the position on a permanent basis, or
- (iv) To perform a specific task or function of limited duration of up to twelve months with the possibility of up to twelve months extension where that specific task or function is not completed in the fixed term, or
- (v) A position performing work where the on-going need for the position is uncertain at the time of the establishment of the position.

3.12.4 Fixed term employment may be used for up to twelve months except where the conditions for extensions are met under 3.12.3 (iv).

3.12.5 Should the need for the position continue at the expiration of the contract (after any renewal under 3.12.3 (iv)) and in circumstances where the incumbent staff member was employed through competitive and open selection process and has performed satisfactorily in the position the incumbent staff member will be converted to continuing employment on at least the same salary and classification.

3.12.6 Any person employed on a fixed term contract shall be given notice of whether or not the contract will be extended, renewed, or converted to a continuing position. Where the fixed term contract is longer than six weeks the notice provided shall be three weeks or more. Where the fixed term contract is six weeks or less the notice provided shall be three days or more.

3.12.7 Where a fixed term employee is subsequently appointed to a permanent position the period in which the employee was engaged in fixed term shall count towards the employee's total period of service. For avoidance of doubt, this will be relevant when calculating an employee's entitlement to annual leave, personal / carer's leave, parental leave, long service leave, and redundancy.

3.12.8 For the purpose of clause 3.12.7 breaks between fixed term appointments of up to two times per year and up to six weeks will not constitute breaks in continuous service.

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

3.13 STAFF FILES

A copy of the Letter of Appointment, the Duty Statement and any agreed changes to the Appointment or Duty Statement will be kept in a confidential staff file in the Administration Manager's office. Access to the confidential staff file will be limited to that employee, the Administration Manager, the employee's Department Manager, and the President.

PART 4: WAGES AND RELATED MATTERS

4.1 SALARIES

4.1.1 Salaries and associated service allowances will be increased annually on November 1 at the rate of Sydney CPI.

4.1.2 On the anniversary of appointment staff will automatically progress to the next year's salary point, as per schedule 1 for the first six (6) years of service.

4.1.3 Any employee currently on a step beyond six (6) as of the date of certification of this agreement, maintains that salary step and will continue to receive salary increases as outlined in clause 4.1.1.

4.2 MIXED FUNCTIONS - HIGHER DUTIES ALLOWANCE

4.2.1 An employee required to perform duties normally paid at a higher wage scale over a period exceeding two working days will be appointed to Higher Duties for that period. The appointment will apply whether an employee is acting in an existing position or temporarily undertaking duties normally associated with a higher level job description.

4.2.2 While appointed to Higher Duties the employee will be paid a Higher Duties Allowance, for the whole period.

4.2.3 In accordance with Clause 4.2.6 a higher duties allowance will be calculated according to the proportion of duties and responsibilities taken by the relieving employee. The allowance will be the relevant proportion of the difference between the relieving employees normal base rate of pay and that normally paid for the higher position.

4.2.4 While a person is appointed to Higher Duties, the Higher Duties Allowance will be considered a part of their wage for all purposes of this agreement.

4.2.5 Overtime worked during the period of higher duties will be paid at the Higher Duties rate and in accordance with Part 5 of this agreement.

4.2.6 All Higher Duties appointments will be made in consultation with the Staff Committee and authorised in advance by the Executive. The proportion of duties and responsibilities to be taken by the relieving employee for the purposes of Clause 4.2.3, will be determined in advance by the Executive in consultation with the Staff Committee and the relevant employees.

4.2.7 Where any Higher Duties period is expected to exceed 5 weeks, arrangements may be made for the duties of the employee acting in the Higher Duties position to be relieved.

4.3 PAYMENT OF WAGES

4.3.1 Salaries will be paid fortnightly by direct credit not later than the Thursday following the end of the fortnightly pay period. On the pay days the employer will state to each

employee in writing the gross fortnightly salary to which they are entitled, the amount of deductions made therefrom, and the net amount to be paid.

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

4.4 SUPERANNUATION

4.4.1 All employees of the Council will have an amount equivalent to 13% of their gross salary paid into a Superannuation Fund of their choice, on a monthly basis.

4.4.2 The Council will match additional voluntary contributions of 1% or less of an employee's salary.

4.4.3 Each employee will have their own Policy which will be fully portable and transferable should the employee cease to work for the Council.

4.4.4 All monies paid into any employee's Superannuation Policy will become the property of the said employee, subject to the Superannuation Fund's conditions.

4.5 CASUAL EMPLOYEES

4.5.1 The Council may employ casual employees to temporarily replace permanent members of staff or as required from time to time.

4.5.2 Casual employees will be classified as follows:

LEVEL 3:

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

LEVEL 2:

Casual employees employed to perform work in the SRC bookshop.

LEVEL 1

Any other casual employee.

4.5.3 All casual rates of pay are inclusive of a 25% loading and will be increased annually in accordance with Sydney CPI.

4.5.4 The SRC and the Union agree to jointly review the regulation of salary and conditions of casual employees. This joint review is to occur during the life of this agreement.

4.5.5 No employee covered by this agreement will receive any payment or condition lower than that which they would be entitled to under any industrial award which applies to their employment.

4.5.6 Casual employees will be paid for a minimum of 3 hours per callout.

4.5.7 Where a casual employee has been employed for more than three months in the same position, the position and the employee will, at the employee's discretion, be converted to permanent part-time.

4.6 NOTICE OF RESIGNATION

All permanent and fixed term employees will be required to provide four weeks notice of resignation.

PART 5: HOURS OF WORK, BREAKS, AND OVERTIME (including shift and weekend)

5.1 HOURS OF WORK

5.1.1 The ordinary hours of work will not exceed 35 hours per week worked between 8am and 6:30pm provided that if more than 8 hours are worked in any one day then overtime rates will apply; except where the employer and the employees by agreement accrue time off in lieu.

5.1.2 A period of not more than one hour will be allowed to employees each day for mid-day meals. Such break will be unpaid.

5.1.3 No employee will be required to work more than 4 hours continuously without a meal break.

5.1.4 The main office of the employer will be staffed continuously between the hours of 9 am to 5 pm Monday to Friday.

5.1.5 Provided that, notwithstanding clause 5.1.4 above, if an employee on duty in that office considers that to keep the office open would put them at risk of personal injury, they are entitled to close the office without loss of pay.

5.2 BREAKS

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

5.3 OVERTIME

5.3.1 Staff who are required to work overtime will receive payment or time off in lieu as outlined below.

5.3.1.1 Overtime worked Monday to Friday inclusive, time-and-one-half will be paid for the first two hours and double time thereafter.

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

5.3.1.3 Overtime worked on Saturdays or Sundays double-time will be paid, with a minimum payment of 4 hours' pay at appropriate overtime rates.

5.3.1.4 Overtime worked on public holidays, double-time-and-one-half will be paid, with a minimum payments of 4 hours' pay at appropriate overtime rates.

5.3.1.5 An employee will be able to accumulate a maximum of the equivalent of one week's worth of hours as time in lieu. That is, 35 hours for a full time employee or pro rata for part time employees.

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

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

5.3.4 Part-time employees whose hours of work are not fixed will be paid overtime rates in accordance with 5.3.1.1, except that the overtime rate in 5.3.1.1 will apply to overtime worked in excess of 8 hours in any 24 hours period.

5.3.5 Meal allowances will be the equivalent of the lesser amount considered reasonable for a daily meal allowance expense in Sydney by the Australian Tax Office. This rate is to be determined on 1st November each year. As at 1st November, 2014, the rate is:

Breakfast	\$25.35
Lunch	\$28.55
Dinner	\$48.65

5.3.5.1 An employee required to work after 6pm is entitled to a meal allowance.

5.3.5.2 An employee required to attend conferences away from Sydney is entitled to a meal allowance for meals that fall within the time of day from the commencement of travel to the end of travel.

PART 6:LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

6.1 ANNUAL LEAVE

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

6.1.2 An employee's entitlement to annual leave will accrue at the rate of two-and-one-twelfth days per month, commencing from the date of appointment. An employee will not be entitled to take annual leave during the first three months of employment.

6.1.3 The annual leave provided for in this clause will be allowed and will be taken, provided that such annual leave may be deferred by mutual agreement in writing between employer and employee. Such deferred annual leave may only be accrued up to a maximum equivalent to the annual leave accrual for two years.

6.1.4 An employee before going on leave will be paid in advance for the period of such leave if the employee requests.

6.1.5 At the termination of employment for whatever reason, an employee will be paid pro rata for all untaken leave the right to which has accrued under 6.1.2 and receive a loading of 25% on all monies paid in lieu of such leave.

6.2 SICK LEAVE

6.2.1 An employee will be entitled to be absent without loss of pay on account of personal ill health or injury, or that of a dependent in the employee's care, for a period up to and including a total of 30 working days in each 12 months of service. Proof of such illness or injury will be furnished after 3 consecutive days' absence from normal duties, or 15 single days absence in any 12 month period of employment, by way of a medical certificate or statutory declaration or by other means satisfactory to the employer.

6.2.2 Leave allowable under clause 6.2.1 that has not been taken by the employee will be allowed to accumulate, without limit or cap.

6.2.3 All workers are entitled to a further 5 working days leave per annum in relation to stress. Stress leave may be applied for in the same manner as sick leave, it will not accumulate and is not available where special leave or sick leave is available.

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

6.2.5 The employer will not terminate the services of an employee during the currency of any period of sick leave with the object of avoiding their obligations under this clause.

6.2.6 Under extraordinary circumstances, the employee may discuss an alternate arrangement for sick leave with the employer. This will be negotiated on between the Executive, the employee and/or their nominated representative as it arises.

6.3 JURY SERVICE

6.3.1 An employee required to attend for jury service during their ordinary working hours will continue to be paid by the employer. Any payment received by the employee for such jury duty will be paid to the employer.

6.3.2 An employee will notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee will give their employer proof of attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

6.4 LEAVE TO ATTEND CONCILIATION AND ARBITRATION BUSINESS

Special leave with pay for up to two employees will be granted in respect of disputes or other proceedings before Fair Work Commission. Additional leave without pay will be granted when required to enable preparation of a case.

6.5 LONG SERVICE LEAVE

6.5.1 All permanent full-time employees will be eligible for Long Service Leave as follows:

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

(ii) After 15 years of service (whether continuous or broken): 19.5 weeks leave on full pay or 39 weeks on half pay.

(iii) Service in excess of 15 years will continue to accrue at a rate of 1.3 weeks per year.

(iv) Service in excess of five years will accrue on a pro-rata basis.

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

6.5.3 If an employee has an entitlement to long service leave under 6.5.1 or 6.5.2, but prior to entering upon such leave has their employment terminated by dismissal or by notice duly given by either party, they will be entitled to receive the monetary value of the leave at credit computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.

6.5.4 Service credits for the purpose of long service leave are transferable from:

(i) all other student organisations, and/or

(ii) other organisations with which the SRC has a reciprocal agreement.

6.5.5 Where service with another employer is recognised for long service leave, a period of two years service with SRC will be completed before an employee is eligible to take long service leave or receive any payment in lieu.

6.5.6 For the purposes of determining an employee's entitlement to long service leave, the following will not count as service:

- (i) any period of service for which payment in lieu of long service leave has been made by a previous employer, and/or
- (ii) where the break in service with the SRC exceeds one year.

6.5.7 The employee will, as soon as reasonably possible and within twelve months, make any claim for recognition of prior service. A letter authorising the previous employer to provide the SRC with such information as may be required for proof of entitlement will accompany such claim.

6.6 PARENTAL LEAVE

6.6.1 General principles

6.6.1.1 An employee's total absence on parental leave, (whether paid, unpaid or a combination of both) will not exceed 52 weeks (or 104 weeks, if approval has been given for extended unpaid leave) from the date of commencement of the leave, or the date of birth or placement of the child.

6.6.1.2 Any entitlements to paid parental leave or related benefits not accessed within 52 weeks (or 104 weeks, if approval has been given for extended unpaid leave) of the date of birth or placement of the child will be forfeited.

6.6.1.3 Applications for parental leave (including applications to vary approved leave) and arrangements for return to work after parental leave must be made in accordance with SRC policies and procedures, and must include such notice and information (such as medical certificates) as may be specified in such policies and procedures.

6.6.1.4 Public holidays falling during a period of parental leave count as part of the parental leave, and no additional payment or adjustments to the period of parental leave will be made.

6.6.2 Unpaid parental leave

6.6.2.1 Staff (including casual staff as defined in 6.6.2.2 may take up to 52 consecutive weeks' unpaid parental leave (or 104 weeks, if approval has been given for extended unpaid leave) in connection with the birth or adoption of a child.

6.6.2.2 To qualify for unpaid parental leave under 6.6.2.1 a casual employee must have worked for the SRC on a regular and systematic basis for at least 12 months and have a reasonable expectation of ongoing employment on a regular and systematic basis.

6.6.3 Paid Parental Leave:

6.6.3.1 An employee who gives birth to a child, or an employee who is the partner of the birth parent and will be the primary care giver, will be entitled to paid parental leave. This will be calculated as 1 week of paid leave for each month of service for employees with less than one year of service, or 14 weeks full pay or 36 weeks half pay for employees with one year or more of service.

6.6.3.2 Paid Parental leave may commence up to 6 weeks prior to the expected date of delivery.

6.6.3.3 The employee will, where possible, give at least four weeks' notice in writing to the employer of the date on which the parental leave will commence and in such notice will set out the period of leave to be taken.

6.6.3.4 At any time during the period of parental leave, an employee may (subject to the conditions set out in this clause) extend (to up to 104 weeks in total) or reduce the leave period giving notice in writing of the extension or reduction to their employer.

6.6.3.5 Where the pregnancy of an employee terminates other than by the birth of a living child, the balance of the parental leave to which the employee is entitled under this clause will, subject to the succeeding paragraph, be cancelled.

6.6.3.6 Where the pregnancy of an employee is not earlier than 28 weeks before the expected date of confinement, terminated other than by the birth of a living child, the employee will be entitled to a period of special paid leave of five days for full time employees or pro rata for part time employees.

6.6.3.7 The employer will grant to an employee who becomes pregnant paid leave of absence as in the opinion of a qualified medical practitioner is required by the employee to attend ante-natal clinics or courses or any other ante-natal/post-natal treatment.

6.6.3.8 The possible or actual pregnancy of a potential employee will not be a ground for which employment may be refused or dismissed or have action taken that is disadvantageous to an existing employee.

6.6.4 Impact of Parental Leave on service

6.6.4.1 Periods of Paid Parental Leave will count as service for all purposes.

6.6.4.2 The SRC will make contributions to a employee's superannuation fund during paid parental leave where permitted by the superannuation scheme to which the employee belongs.

6.6.4.3 Paid parental leave counts as service for all purposes, with parental leave taken at less than full pay accruing proportional for annual and long service leave.

6.6.4.4 Unpaid parental leave does not count as service for any purpose except in the case of staff with at least ten years' paid service, up to six months unpaid parental leave will count as service for the purposes of long service leave.

6.6.4.5 Unpaid parental leave does not break continuity of service.

6.6.5 Termination of Employment During Parental Leave

6.6.5.1 An employee taking parental leave may terminate their employment at any time during the leave period by giving their employer at least 2 weeks notice in writing of the termination.

6.6.5.2 An employer will not give notice of dismissal to an employee taking maternity leave where such notice would expire during or immediately after the leave period.

6.6.6 Return to Work After Parental Leave

6.6.6.1 An employee will give at least four weeks notice in writing to their employer of the day on which they intend to resume work.

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

6.6.6.3 An employee may apply to work part-time after return from parental leave. Any part-time work arrangement that is agreed will be recorded as a variation to the employee's contract of employment and will specify whether and when the employee will return to full-time employment.

6.6.6.4 An employee may apply to return to work from parental leave earlier than the leave dates agreed if the pregnancy terminates without the birth of a living child or the employee gives birth to a living child but the child later dies.

6.6.6.5 An employee may apply to extend their period of approved parental leave no later than four weeks before the end of their existing period of approved leave. Extended leave may be granted subject to operational needs and subject to the total period of leave not exceeding 104 weeks from the date of commencing leave. Applications to extend a period of parental leave beyond 52 weeks may be refused by the SRC on reasonable business grounds.

6.6.7 Replacement Employees

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

6.6.8 Paid Adoption and Fostering Leave

6.6.8.1 An employee who submits satisfactory evidence of being an approved applicant for the adoption or fostering of a child and of the date of placement of that child will be entitled, where they are the primary care giver to the same entitlements as outlined in 6.6.3 and 6.6.9, commencing from one week prior to the date of placement, where the child is at the date of adoption or fostering under five years of age; and to leave on full pay for a continuous period of six weeks commencing from the date of placement, where the child is at the date of adoption or fostering five years or more and under 18 years of age. The employee is also entitled to leave without pay as will bring the aggregate leave to a continuous period not exceeding 52 weeks.

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

6.6.9 Partner Leave

An employee whose partner gives birth is entitled to 20 days leave on full pay and leave without pay as will bring the aggregate leave to a continuous period not exceeding 52 weeks, subject to the same provisions for parental leave may be taken on account of the birth of a child to their partner.

6.7 PUBLIC HOLIDAYS

6.7.1 An employee will be entitled to all statutory public holidays and also to leave with full pay on May Day.

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

6.7.3 Where a public holiday is observed on an employee's rostered day-off or during their period of annual leave, the employee will be paid an additional day's pay or granted an additional day's leave without losing pay in lieu thereof.

6.8 TRADE UNION TRAINING LEAVE

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

- (i) the employer receives notice from the employee of the intended absence; and
- (ii) the employer will not be liable to pay all staff for more than a total of twelve days' trade union training leave in any full calendar year.

6.8.2 Employees elected or nominated to a representative position in their trade union will be entitled to use untaken trade union training leave for the purpose of carrying out the duties associated with that position during ordinary working hours subject to the conditions above.

6.9 DOMESTIC VIOLENCE LEAVE

Staff (other than casual staff) are entitled to up to twenty days leave each year if as a result of domestic violence they require leave for reasons such as medical or counselling appointments, organising alternative accommodation, care and/or education arrangements, attending court hearings, police appointments and accessing legal advice. Leave does not accrue from year to year, and unused leave is not paid out on termination of employment.

6.10 OTHER LEAVE

6.10.1 Special Leave

6.10.1.1 An employee will be entitled to 5 days leave per annum for personal emergencies or due to family or carers responsibilities or due to bereavement without loss of pay provided that the employee will notify the President or the Administration Manager of the reason for

Special Leave. When an employee has exhausted all personal leave entitlements included accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave. The SRC and the employee should agree on the length of the unpaid leave. In the absence of agreement, the employee is entitled to take up to 16 hours unpaid leave.

- 6.10.1.2 Family/Carer's responsibilities will be defined as caring for an ill or incapacitated:
- (i) child, including a child of a partner or ex-partner or a child for whom the employee has responsibility;
 - (ii) partner or ex-partner;
 - (iii) parent, parent of a partner, or parent of an ex-partner;
 - (iv) grandparent, grandparent of a partner, or grandparent of an ex-partner;
 - (v) grandchild, grandchild of a partner, or grandchild of an ex-partner;
 - (vi) member of an extended family;
 - (vii) member of the same household; or
 - (viii) person of importance in the employee's cultural milieu.

6.10.2 Cultural and Ceremonial Leave

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

6.10.3 NAIDOC Leave

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

6.10.4 Leave Without Pay

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

6.10.5 Christmas Closure

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

6.10.6 Compassionate Leave

An employee is entitled to days of compassionate leave for each occasion when a member of the employee's family (as defined in 6.10.1.1) or household:

- a. Contracts or develops a personal illness that poses a serious threat to their life; or
- b. Sustains a personal injury that poses a serious threat to their life; or
- c. Dies

Compassionate leave may be a single continuous 2 day period, or two single day periods off as agreed between the employee and the SRC.

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

7.1 TRANSFERS

7.1.1 Removal Expenses

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

7.2 TRAVELLING, TRANSPORT AND FARES

7.2.1 An employee who uses their own vehicle, with the employer's approval, in the normal course of duties, will be paid an amount per kilometre. This amount is equivalent to the Australian Tax Office Rate Per Business Kilometre for a vehicle with an engine capacity of 1600cc or less. This amount will be reviewed on 1st November each year. As at 1st November, 2014, this figure was 65 cents.

7.2.2 Any fares, tolls or related expenses, accrued by the employee in the course of duty will be reimbursed by the employer subject to the employee providing a receipt. Where a receipt is not available the employee can instead supply a statutory declaration, providing that declaration does not exceed \$100.

7.2.3 An employee required to work between sunset and sunrise and/or who at any other time is recalled for any purpose to the premises of employment after ceasing duty for that day, or who is required to work on a weekend, will be reimbursed for the cost of a return taxi fare for the journey.

7.2.4 An employee who, with the approval of the employer, travels on official business, will have accommodation and travel paid for by the employer and meal allowances as prescribed in Clause 5.3.5.

7.2.5 An employee may request the Executive to supply a relevant campus parking sticker, which will be paid for by the employer.

PART 8: TRAINING & RELATED MATTERS

8.1 STUDY LEAVE

8.1.1 Full time employees will be entitled to 5 hours paid leave per week to attend training courses approved by the Executive. Such leave will be known for the purposes of this clause as study leave.

8.1.2 Study Leave will be granted pro-rata for part time employees.

8.1.3 The Executive may approve applications for study leave where they satisfy any of the following criteria:

- (i) the training is directly relevant to employee's current employment;
- (ii) the training will equip the employee with skill sets or knowledge required in the course of their current employment;
- (iii) the training will better equip the employee for other employment within the SRC;
- (iv) the training will allow the employee to gain Australian recognition of an existing qualification obtained overseas; or
- (v) for any other reason as agreed between employer and employee.

8.1.4 Study Leave may be accumulated throughout the year and may be taken prior to examinations, provided that the maximum to be taken at any one time will be five days.

8.1.5 If the Executive determines that the approval of study leave would seriously impede the eligible employee's department, then all effort will be made to seek solutions to cover the workload or shortfall.

8.1.6 It is a condition of study leave approval for an employee to advise the employer if they have discontinued or withdrawn from the course/subject. Study leave applications need to be submitted on an annual basis.

8.1.7 Upon request of the applicant the Executive shall provide applicants with written reasons for decisions relating to study leave applications.

8.2 PROFESSIONAL DEVELOPMENT FUND

8.2.1 The SRC will allocate \$5000 to a Staff Professional Development Fund.

8.2.2 Any funds in the Professional Development Fund that are not used in any financial year will carry over in the Fund and can accumulate to a maximum of \$10,000.

8.2.3 Applications for assistance from the Professional Development Fund will be made in writing to the Department Manager or the Executive.

8.2.4 Upon request of the applicant the Executive shall provide applicants with written reasons for decisions relating to Professional Development Fund applications.

8.3 TRAINING GENERALLY

PART 9: WORKPLACE HEALTH AND SAFETY

9.1 WORKERS COMPENSATION MAKE-UP PAY

9.1.1 Workers compensation entitlements are pursuant to the Workers Compensation Act, 1987 as amended.

9.1.2 If a worker remains incapacitated for work beyond 26 weeks and the workers compensation insurer reduces payments of weekly compensation to the statutory rate, the SRC will add to the weekly payments for up to a further 26 weeks from the date of injury so that the employee receives the equivalent of their full salary for that period.

9.1.3 The entitlement only exists where the workers compensation insurer continues to accept liability for weekly payments of compensation.

9.1.4 The employee and the SRC are subject to the same obligations, terms and conditions as those imposed by the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998.

9.2 FIRST AID ALLOWANCE

9.2.1 As part of its ongoing commitment to Workplace Health and Safety, the SRC will maintain its own position of First Aid Officer.

9.2.2 The First Aid Officer must possess a current First Aid Certificate.

9.2.4 A first aid allowance will be paid to the First Aid Officer and be paid pro rata on a fortnightly basis. The allowance is \$824 per annum or \$31.69 per fortnight and will increase at the same rate of the salary increases.

9.3 REPLACEMENT WHEN SICK

The employer will plan provision of staff back up to be operational in event of sick leave. This plan is agreed between employer and employee, reviewed annually. This provision ensures staff work obligations continue to be carried out in event of sick leave.

The SRC will provide all employees with relevant training, including but not limited to cultural awareness training and training dealing with mental health issues and policies.

PART 10: UNION RELATED MATTERS

10.1 INTRODUCTION

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

10.2 UNION NOTICES

Authorised material will be displayed within the workplace in order to advise employees of their conditions and other union matters.

10.3 UNION MEMBERSHIP

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

10.4 MEETINGS

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

PART 11: ANTI-DISCRIMINATION

11.1 It is the intention of the parties bound by this Agreement to eliminate discrimination in the workplace. This includes, but is not limited to, discrimination on the grounds of race, colour, sex, transgender status, sexual preference, age, physical or mental disability, marital status, family and carer responsibilities, pregnancy, ethnic or ethno-religious background, trade union membership or activity, political opinion, religious belief, national identity or social origin.

11.2 Employees in same-sex relationships will enjoy the same rights and entitlements as those in opposite-sex relationships.

11.3 It follows that in fulfilling their obligations under the Dispute Resolution Procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement, which by its terms or operation, has a direct or indirect discriminatory effect.

11.4 All parties to this Agreement will abide by the terms and conditions of the NSW Anti-Discrimination Act 1977, the Commonwealth Sex Discrimination Act 1984, the Commonwealth Race Discrimination Act 1975, and the Commonwealth Disability Discrimination Act 1992.

11.5 Under the Anti-Discrimination Act 1977 it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

11.6 The SRC and the CPSU recognise that employees' family responsibilities are important to employees and can affect their performance at work. The SRC will ensure that all related legislation is observed in such a way as to ensure a discrimination free work environment. In addition, the SRC is committed to assisting those employees with family responsibilities to maintain their employment with the SRC.

11.7 Nothing in this clause is to be taken to affect:

- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- (iii) a party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

11.8 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

PART 12: FLEXIBILITY ARRANGEMENTS

12.1 The SRC and any member of staff covered by this Agreement may make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:

- (i) the arrangement varies the timing of salary payments from fortnightly to some other salary payment pattern; and
- (ii) the arrangement meets the genuine needs of the SRC and employee in relation to one or more of the matters referred to in paragraph (i) of this clause; and
- (iii) the arrangement is genuinely agreed to by the SRC and the employee.

12.2 The SRC must ensure that any individual flexibility arrangement:

- (i) is in writing; and
- (ii) includes the name of the SRC and the employees; and
- (iii) is signed by the SRC and the employee and, if the employee is under 18 years of age, is signed by a parent or guardian of the employee, and
- (iv) includes details of the terms of this Agreement that will be varied by the arrangement and how they will be varied.

12.3 The SRC must ensure that the terms of any individual flexibility arrangement:

- (i) are about permitted matters under section 172 of the Fair Work Act 2009 (Cth); and
- (ii) are not unlawful terms under section 194 of the Fair Work Act 2009 (Cth); and
- (iii) result in the employee being better off overall than they would be if no arrangement was made; and
- (iv) do not result in the employee being provided with any payment or benefit that is inconsistent with the National Employment Standard under the Fair Work Act (Cth).

12.4 The SRC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to by them.

12.5 The SRC or the employee may terminate the individual flexibility arrangement:

- (i) by giving 28 days written notice to the other party to the agreement; or
- (ii) if the SRC and employee agree in writing – at any time.

Signed for and on behalf of the Students Representative Council of the University of Sydney


Signature: 
Name: Kyol Blakeney

Address: Level 1, Wentworth
Building G01
Darlington/Camperdown
Campus, University of
Sydney NSW 2006

Position at SRC: President

Date: 10/11/15
President of the Student
Representative Council
of the University of
Sydney

Authority to sign: _____

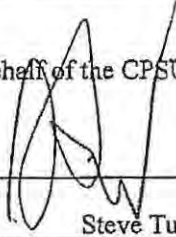
Witness Signature: 
Witness Name: SHARON MAHER

Witness Address: LEVEL 1, WENTWORTH
BUILDING G01
DARLINGTON/CAMPERDOWN
CAMPUS, UNIVERSITY OF
SYDNEY, NSW, 2006

Witness Position at SRC: CASEWORK & POLICY
OFFICER

Date: 10/11/15

Signed for and on behalf of the CPSU (SPSF Group), NSW Branch

Signature: 
Name: Steve Turner

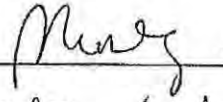
Address: 160 Clarence St
Sydney NSW 2000

Position at CPSU: Assistant State
Branch Secretary

Date: 19/11/2015
Assistant State
Branch Secretary of
the CPSU (SPSF
Group) - NSW
Branch

Authority to sign: _____

*as the bargaining
representative*

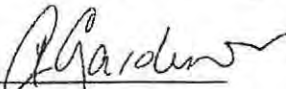
Witness Signature: 
Witness Name: Sandra Lohrey

Witness Address: 160 Clarence St
Sydney

Witness Position at CPSU: _____

Date: 19.11.15

Signed for and on behalf of the Public Service Association of NSW

Signature: 
Name: Anne Gardiner

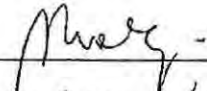
Address: 160 Clarence St
Sydney NSW 2000

Position at CPSU: General Secretary

Date: 17. 11. 15
General Secretary
of the Public

Authority to sign: Service Association
of NSW

as the bargaining
representative

Witness Signature: 

Witness Name: Sandra Lecky

Witness Address: 160 Clarence St
Sydney NSW 2000

Witness Position at CPSU: _____

Date: 17 11.15

SCHEDULE 1: RATES OF PAY – Permanent, Casual, and Fixed Term Staff



ENTERPRISE AGREEMENT
PAY RATES AS AT 01.11.2014 Until Expiry of Agreement

	Base (A)		1 Year (B)		2 Years (C)		3 Years (D)		4 Years (E)		5 Years (F)		6 Years (G)	
Level 1	\$46,842	25,7376	\$48,277	26,5259	\$49,712	27,3143	\$51,147	28,1026	\$52,582	28,8910	\$54,016	29,6794	\$55,451	30,4677
Level 2	\$53,804	29,5628	\$55,239	30,3511	\$56,674	31,1395	\$58,109	31,9278	\$59,543	32,7162	\$60,978	33,5046	\$62,413	34,2929
Level 3	\$55,172	30,3141	\$56,606	31,1025	\$58,041	31,8908	\$59,476	32,6792	\$60,911	33,4675	\$62,346	34,2559	\$63,781	35,0443
Level 4	\$59,478	32,6804	\$60,913	33,4688	\$62,348	34,2571	\$63,783	35,0455	\$65,218	35,8339	\$66,652	36,6222	\$68,087	37,4106
Level 5	\$69,225	38,0358	\$70,660	38,8242	\$72,095	39,6125	\$73,530	40,4009	\$74,964	41,1893	\$76,399	41,9776	\$77,834	42,7660
Level 6	\$78,591	43,1817	\$80,026	43,9701	\$81,460	44,7585	\$82,895	45,5468	\$84,330	46,3352	\$85,765	47,1235	\$87,200	47,9119
Level 7	\$87,186	47,9043	\$88,621	48,6926	\$90,055	49,4810	\$91,490	50,2694	\$92,925	51,0577	\$94,360	51,8461	\$95,795	52,6344
Level 8	\$99,936	54,9100	\$101,371	55,6984	\$102,806	56,4868	\$104,241	57,2751	\$105,676	58,0635	\$107,110	58,8518	\$108,545	59,6402
Level 9	\$112,419	61,7687	\$113,854	62,5570	\$115,289	63,3454	\$116,723	64,1338	\$118,158	64,9221	\$119,593	65,7105	\$121,028	66,4988
Level 10	\$117,110	64,3461	\$118,545	65,1345	\$119,980	65,9229	\$121,414	66,7112	\$122,849	67,4996	\$124,284	68,2879	\$125,719	69,0763

	7 Years (H)		8 Years (I)		9 Years (J)		10 Years (K)		11 Years (L)		12 Years (M)		13 Years (N)		14 Years (O)		15 Years (P)	
Level 1	\$10043.72	5,5185	\$11478.53	6,3069	\$12913.35	7,0952	\$14348.16	7,8836	\$15782.98	8,6720	\$17217.80	9,4603	\$18652.61	10,2487	\$20087.43	11,0370	\$21522.25	11,8254
Level 2	\$56,886	31,2561	\$58,321	32,0444	\$59,756	32,8328	\$61,191	33,6212	\$62,625	34,4095	\$64,060	35,1979	\$65,495	35,9862	\$66,930	36,7746	\$68,365	37,5630
Level 3	\$63,848	35,0813	\$65,283	35,8696	\$66,718	36,6580	\$68,152	37,4464	\$69,587	38,2347	\$71,022	39,0231	\$72,457	39,8114	\$73,892	40,5998	\$75,326	41,3882
Level 4	\$65,215	35,8326	\$66,650	36,6210	\$68,085	37,4093	\$69,520	38,1977	\$70,955	38,9861	\$72,389	39,7744	\$73,824	40,5628	\$75,259	41,3511	\$76,694	42,1395
Level 5	\$69,522	38,1989	\$70,957	38,9873	\$72,392	39,7757	\$73,827	40,5640	\$75,261	41,3524	\$76,696	42,1407	\$78,131	42,9291	\$79,566	43,7175	\$81,001	44,5058
Level 6	\$79,269	43,5543	\$80,704	44,3427	\$82,139	45,1311	\$83,573	45,9194	\$85,008	46,7078	\$86,443	47,4961	\$87,878	48,2845	\$89,313	49,0729	\$90,747	49,8612
Level 7	\$88,634	48,7003	\$90,069	49,4886	\$91,504	50,2770	\$92,939	51,0654	\$94,374	51,8537	\$95,809	52,6421	\$97,243	53,4304	\$98,678	54,2188	\$100,113	55,0072
Level 8	\$97,230	53,4228	\$98,664	54,2112	\$100,099	54,9995	\$101,534	55,7879	\$102,969	56,5763	\$104,404	57,3646	\$105,838	58,1530	\$107,273	58,9413	\$108,708	59,7297
Level 9	\$109,980	60,4286	\$111,415	61,2169	\$112,850	62,0053	\$114,284	62,7936	\$115,719	63,5820	\$117,154	64,3704	\$118,589	65,1587	\$120,024	65,9471	\$121,459	66,7354
Level 10	\$122,463	67,2872	\$123,898	68,0756	\$125,332	68,8639	\$126,767	69,6523	\$128,202	70,4406	\$129,637	71,2290	\$131,072	72,0174	\$132,506	72,8057	\$133,941	73,5941
Level 10	\$127,154	69,8647	\$128,588	70,6530	\$130,023	71,4414	\$131,458	72,2297	\$132,893	73,0181	\$134,328	73,8065	\$135,763	74,5948	\$137,197	75,3832	\$138,632	76,1715

Notes:

- 2011 Sydney CPI = 3.7%
- 2012 Sydney CPI = 2.3%
- 2013 Sydney CPI = 2.1%
- 2014 Sydney CPI = 2.2%



ENTERPRISE AGREEMENT
CASUAL RATES AS AT 01.11.2014 Until Expiry of Agreement

	Casuals PBA's			CPI Rate
	Level 1	Level 2	Level 3	
As at 01.11.2002	\$ 16.00	\$ 19.00	\$ 21.00	
CPI 1.11.2003	16.3200	19.3800	21.4200	0.0200
CPI 1.11.2004	17.0720	20.2730	22.4070	0.0470
CPI 1.11.2005	17.9085	21.2664	23.5049	0.0490
CPI 1.11.2006	18.5711	22.0533	24.3746	0.0508
CPI 1.11.2007	18.812539	22.33995	24.69145086	0.051474
CPI 1.11.2008	19.734353	23.43461	25.90133195	0.053996
CPI 1.11.2009	\$ 19.9909	23.73926	26.23804926	0.054698
CPI 1.11.2010	\$ 20.5107	24.35648	26.92023855	0.05612
NEW EB RATES	29.83	34.25	35.11	
CPI 1.11.2011	30.93371	35.51725	36.40907	
CPI 1.11.2012	31.64519	36.33415	37.24647861	
CPI 1.11.2013	32.30973	37.09716	38.02865466	
CPI 1.11.2014	33.0205	37.9133	38.8653	

SCHEDULE 2: CLASSIFICATIONS

LEVEL 1

TRAINING LEVEL OR QUALIFICATIONS

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

OCCUPATIONAL EQUIVALENT

Clerk

LEVEL OF SUPERVISION

Routine supervision of straightforward tasks (see below).

TASK LEVEL

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

ORGANISATIONAL KNOWLEDGE

Limited and based only on brief induction to organisation.

Judgement, independence and problem solving.

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

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

TYPICAL ACTIVITIES

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

LEVEL 2

TRAINING LEVEL OR QUALIFICATIONS

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

- (i) completion of Year 12, with relevant work experience; or
- (ii) equivalent relevant experience or combination of relevant experience and education/training.

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

OCCUPATIONAL EQUIVALENT

Technical assistant, technical trainee, clerical, or secretarial.

LEVEL OF SUPERVISION

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

TASK LEVEL

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

ORGANISATIONAL KNOWLEDGE

Perform tasks and 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

Perform a range of clerical support tasks including, but not limited to:

- (i) 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;
- (ii) provide general clerical support to staff within an office, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
- (iii) process accounts for payment.

LEVEL 3

TRAINING LEVEL OR QUALIFICATIONS

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

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

OCCUPATIONAL EQUIVALENT

Clerical/secretarial above Level 2.

LEVEL OF SUPERVISION

General direction.

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

TASK LEVEL

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

ORGANISATIONAL KNOWLEDGE

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

Judgement, independence and problem solving

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

TYPICAL ACTIVITIES

May undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required.

Be responsible for providing a full range of secretarial services in an office.

Plan and set up spreadsheets or database applications.

Provide advice to students on student union services and institutional requirements.

Administer electoral roll.

LEVEL 4

TRAINING LEVEL OR QUALIFICATIONS

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

- (i) completion of a degree
- (ii) completion of an associate diploma and at least 2 years subsequent relevant work experience;
- or
- (iii) an equivalent combination of relevant experience and/or education/training.

OCCUPATIONAL EQUIVALENT

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

LEVEL OF SUPERVISION

Routine supervision, depending on tasks involved and experience.

TASK LEVEL

In professional positions, apply theoretical knowledge, at a degree level, in a straightforward way. In administrative positions, provide advice and decisions on rules and entitlements.

ORGANISATIONAL KNOWLEDGE

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

Judgement, independence and problem solving

In professional positions, solve routine problems under supervision through the standard application of theoretical principles and techniques at degree level. In 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 administrative positions, responsible for the explanation and administration of an administrative function, eg, HECS advice, records, determinations and payments, the organisation and administration of an election.

In professional positions and under professional supervision work as part of a research team in a support role, and provide casework services, under professional supervision.

LEVEL 5

TRAINING LEVEL OR QUALIFICATIONS

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

- (i) a degree with subsequent relevant experience; or
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

OCCUPATIONAL EQUIVALENT

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

LEVEL OF SUPERVISION

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

TASK LEVEL

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

ORGANISATIONAL KNOWLEDGE

Perform tasks and 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, achieving objectives without impacting on other areas. Liaise with decision-making bodies on the development of policies within own area of operations.

Judgement, independence and problem solving.

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

TYPICAL ACTIVITIES

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

In professional positions, oversee a service such as recreation or sporting programme, providing casework services, undertake a range of computer programming tasks, provide documentation and assistance to

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

LEVEL 6

TRAINING LEVEL OR QUALIFICATIONS

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

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

OCCUPATIONAL EQUIVALENT

Senior professional in a small, less complex organisation; Manager

LEVEL OF SUPERVISION

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

TASK LEVEL

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

ORGANISATIONAL KNOWLEDGE

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

Judgement, independence and problem solving

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

TYPICAL ACTIVITIES

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

In administrative positions, provide overall management of a department.

LEVEL 7

TRAINING LEVEL OR QUALIFICATIONS

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

- (i) postgraduate qualifications and extensive relevant experience,
- (ii) extensive experience and proven management expertise,
- (iii) an equivalent combination of relevant experience and/or education.

OCCUPATIONAL EQUIVALENT

Senior Manager, Senior Administrator

LEVEL OF SUPERVISION

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

TASK LEVEL

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

ORGANISATIONAL KNOWLEDGE

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

Judgement, independence and problem solving.

Be fully responsible to officers/governing body for overseeing organisation's operations.

TYPICAL ACTIVITIES

Act as the most senior manager with several significant and diverse operations.

LEVEL 8

TRAINING LEVEL OR QUALIFICATIONS

Positions at Level 8 will be the same as positions at Level 7, but for a large organisation. That is an organisation with more than 20 employees.

OCCUPATIONAL EQUIVALENT

Senior Manager, Senior Administrator for a large organisation.

LEVEL OF SUPERVISION

Broad direction. Will manage other administrative, technical and/or professional staff in a large organisation.

TASK LEVEL

Complex, significant and high level creative planning with clear accountability for performance. At Level 8, sound knowledge of all programmes in a small organisation or comprehensive knowledge of related programmes as a Senior Manager of a large organisation.

ORGANISATIONAL KNOWLEDGE

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

Judgement, independence and problem solving.

Be fully responsible to officers/governing body for overseeing organisation's operations.

TYPICAL ACTIVITIES

Act as the most senior manager with several significant and diverse operations in a large organisation.

SCHEDULE 3: SRC STAFF CODE OF CONDUCT

1. Definitions and Interpretation

In this document:

Intellectual property means intellectual property as defined by the University of Sydney.

Staff or Staff member means any employee of the Students Representative Council of the University of Sydney.

2. Personal and Professional Behaviour

In performing their duties and functions the behaviour and conduct of staff must be informed by the SRC's values and principles.

All staff must:

- maintain and develop knowledge and understanding of their area of expertise or professional field;
- exercise their best professional and ethical judgement and carry out their duties and functions with integrity and objectivity;
- act diligently and conscientiously;
- act fairly and reasonably, and treat students, staff, and other people with respect, impartiality, courtesy and sensitivity;
- avoid conflicts of interest;
- maintain a co-operative and collaborative approach to working relationships; and
- comply with all applicable legislation, industrial instruments, and SRC policies.

3. Conflict of Interest

All staff must ensure there is no actual, potential, or perceived conflict between their personal interests or their duties to other parties and their duties and responsibilities as staff.

4. Intellectual Property

The SRC owns the Intellectual Property of work produced during work time. Staff must not knowingly plagiarise another person's work.

5. Secondary Employment and Outside Earnings

Staff must ensure that any non-SRC work they perform does not conflict with their SRC work, does not adversely affect their work performance, does not adversely affect their colleagues' work performance, does not involve SRC resources, and is performed outside of SRC working hours.

6. Acceptance of Gifts and Benefits

Staff must not solicit nor accept gifts or benefits, either for themselves or for another person, if it might compromise, or be seen to compromise the recipient or the SRC. Where the value of the gift or benefit exceeds \$50 the President and Department Manager must be notified in writing of the gift and the donor.

7. Public Comment

Staff must not make public comment or representations without the express permission or instruction from the President.

8. Use of SRC Resources

Staff must not use SRC resources for non-work purposes without the express permission from the President.

9. Work Health and Safety

Staff will comply with the SRC workplace health and safety policies and instruction.

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees* means the employees who may be affected by a change referred to in subclause (1).