

AG812682 PR912621

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION
Workplace Relations Act 1996
s.170LS Agreement about industrial dispute (Division 3)

University of Sydney Union

and

CPSU, the Community and Public Sector Union

(AG2001/7536)

THE UNIVERSITY OF SYDNEY UNION INDUSTRIAL AGREEMENT 2001

Various employees

Educational services

SENIOR DEPUTY PRESIDENT DUNCAN

SYDNEY, 17 DECEMBER 2001

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 17 December 2001 and shall remain in force until 16 December 2002.

UNIVERSITY OF SYDNEY UNION
INDUSTRIAL AGREEMENT, 2001

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AGREEMENT

Between the University of Sydney Union (USU) and the Community and Public Sector Union for Terms and Conditions of Employment of Managerial, Professional, Administrative, Welfare, Finance, Clerical, Technical Staff and other employees.

1 APPLICATION

1.1 This Agreement exists between the University of Sydney Union, hereinafter referred to as (USU) The employer', and the Community and Public Sector Union, (hereinafter referred to as the CPSU).

The Agreement shall be known as the University of Sydney Union Industrial Agreement of 2001.

1.2 This Agreement applies to any person or persons employed by USU as Managerial, Professional, Administrative, Clerical, Welfare, Finance, Technical Staff, or eligible for membership of the CPSU, during the life of the Agreement. This Agreement applies to the terms and conditions of employment of all permanent, full-time and part-time, contract and casual members of staff.

1.3.1 Without limiting the generality of the above, this Agreement applies to all employees, (other than catering, functions and retail) trades or occupations, or any combination of these trades or occupations, or the responsibilities of such trades or occupations, under various job titles that may be used from time to time including: welfare officers, public relations employees, computer staff, financial assistant, programs staff, printing staff; administrative officers or clerks or assistants; clerical workers or book-keepers or accountants, receptionists or secretaries or personal assistants or front-counter-employees; administrative officers or assistants; marketing, supervisors and managers and executive officers in any of the officers operated by the employer, and casual activity and promotions assistants.

1.3.2 Provisions Relating to Executive Staff and Managers

The parties recognise that USU employees classified as Executive Staff and Managers are employed on conditions that vary in some respects to those contained in this Agreement.

Accordingly, the parties agree that the aforementioned categories of employees will continue to be employed on such conditions during the term of this Agreement, and that those conditions will override this Agreement to the extent of any inconsistency.

The parties further agree that, during the term of this Agreement, they will negotiate a comprehensive Agreement concerning the terms of employment of Executive Staff and

Managers, and will subsequently apply to have such Agreements certified.

- 1.4 This Agreement shall be titled the “University of Sydney Union Industrial Agreement 2001”

2. TERM OF AGREEMENT

This Agreement shall come into effect from the date of certification by the Australian Industrial Relations Commission, and remain in force for one year from the date of that certification.

3. NO DURESS

The parties to this Agreement declare that the Agreement was entered into without duress by the staff, the CPSU and the employer.

4. DEFINITIONS

In this Agreement:

“Ongoing” employee means a person engaged by the employer for an indefinite period.

“Full-time” employee means an employee engaged to work the ordinary hours prescribed for the position, being thirty five (35) hours per week;

“Part-time” employee means an employee engaged as working a regular number of hours per week for a minimum period of 8 hours per week but not more than 28 hours per week. By mutual agreement between the employee and the employer, the hours worked may be varied;

“Contract or fixed term employee” including casual activities and promotions assistants, means a person who is employed either full-time or part-time pursuant to a written contract which specifies the date the employee is to commence work and the date on which the employment shall terminate.

“Casual employee” means an employee engaged on an irregular basis for a period not exceeding six (6) calendar months.

“Day worker” means an employee who works their ordinary hours between 6:00 am and 6:00 pm Monday to Friday inclusive.

“Probationary employee” means a person engaged as such other than a casual as defined in clause 6 of this Agreement.

“Shift worker” means an employee who is not a day worker as defined.

“Ordinary rate of pay” means the total remuneration an employee is entitled to receive for performing his or her ordinary hours of work and shall not include overtime, penalty rates, disability allowances, shift allowances, special rates or any other payment of a like nature.

“General Manager” means the General Manager of the University of Sydney Union or her/his nominee authorised to control the employment and manage the staff of the responsible organisation(s) within the budget and policy guidelines approved by the governing body(s).

“Institution” means a University, University Union, SRC or Guild.

“Employer” means the University of Sydney Union. USU is the employer, and the staff are the salaried persons, paid in compensation for their work.

“CPSU” means the Community and Public Sector Union.

5. BASIS OF EMPLOYMENT

5.1 On engagement, all employees shall be given written advice of:

- (a) the date on which the employment is to commence;
- (b) the classification of the employee;
- (c) the wage of the employee;
- (d) the terms and conditions of employment applicable to the employee;
- (e) the hours of duty and time of attendance of the employee;
- (f) a job description specifying the duties to be performed by the employee, and will also receive a copy of the Agreement, and an Application Form to join the CPSU;
- (g) the probationary period in accordance with Clause 6 of this Agreement shall be for all permanent employees;
- (h) the Department and location of work and name and title of the employee’s supervisor.

5.2 The employer (USU) may employ persons on a full-time or part-time basis, in ongoing employment, contract or on a casual basis. Unless otherwise stated, employment shall be deemed to be on a full-time, ongoing basis.

6. PROBATIONARY EMPLOYMENT

a) Notwithstanding anything elsewhere contained in this Agreement, an employer may

employ an employee on a probationary period.

- b) The period of probation shall be for a period of not more than three (3) months, and in no case shall be extended beyond a further period of three (3) months.
- c) Notwithstanding any provision contained elsewhere in this Agreement the employment of a probationary employee may be terminated by the employer or the employee upon the giving of one week's notice or the payment or forfeiture of one week's salary where such notice is not given, or in the case of employees paid on a monthly basis the giving of one (1) month's notice in writing or the payment or forfeiture of one month's salary where such notice is not given.

7. PART TIME EMPLOYMENT

- a) The employer may employ an employee as a part time employee. A part-time employee is an employee engaged as such, working a regular number of hours per week: such hours being less than the corresponding full-time hours prescribed for the classification but not less than eight (8) and not more than twenty eight (28) hours per week.
- b) A part-time employee shall be paid on a proportionate basis to the appropriate full-time employee, and shall be entitled to the provisions of this Agreement on a proportionate basis unless otherwise provided by this Agreement.

8. CONTRACT EMPLOYMENT

- a) A contract employee may be employed either on a full-time or part-time basis and shall be entitled to all the provisions of this Agreement, but calculated pro rata where appropriate.
- b) On engagement, a contract employee shall be given written advice as per 5.1, and in addition will be advised, in writing, of the date on which the employment is to terminate.
- c) Staff will only be engaged on a fixed term contract where:
 - (i) a position is of a temporary nature and limited duration for the purpose of undertaking a specific project or task; or
 - (ii) the position is vacant as a result of an employees absence on leave (paid or unpaid) or secondment, or is otherwise absent from duty;
 - (iii) the position is funded from a specific purpose external grant;
 - (iv) or by agreement between the employer (USU) and the CPSU.

9. CASUAL EMPLOYMENT

The employer may employ an employee as a casual employee under this clause except for persons employed under clause 10 of this Agreement. A casual employee is one engaged on an hourly basis at the rate of 20 per cent in addition to the hourly equivalent of the applicable rate prescribed for the classification and shall not be entitled to the benefit of any leave provisions in this Agreement. Annual Leave shall be paid for in accordance with the Annual Holidays Act, 1944.

10. CASUAL ACTIVITIES AND PROMOTIONS ASSISTANTS

- (i) Persons employed by USU as casual activities and promotions assistants shall be paid an all inclusive rate of \$15.50 per hour, and shall not be entitled to any leave conditions contained within this Agreement.

If employed for more than one (1) hour, such persons shall be paid as for a minimum four (4) hours engagement.

- (ii) Persons may be engaged by USU as activities and promotions assistants (e.g. distributing flyers, stapling posters) for one (1) hour only. In such cases they shall be advised of the period of engagement and shall not be required to perform additional hours on such day of engagement. The hourly rate for persons employed under sub-clause 10(i) shall be the same as that contained in sub-clause 10(i) above.
- (iii) No person employed under sub-clause 10(i) and (ii) above shall be required to work more than 35 hours per week.
- (iv) The hourly rate for persons employed under clause 10, shall include compensation for the casual nature of the employment and pro-rata annual leave payment.

11. SALARIES

- a) Staff covered under this Agreement will be paid according to the classification descriptors contained in Appendix "B" and to the appropriate salary on the salary scale in Appendix "A".
- b) Wages shall be paid weekly or monthly (as notified to the employee on engagement) by Electronic Funds Transfer. A Statement in writing of the gross salary to which s/he is entitled, the amount of deductions therefrom and the net amount to be paid shall be

provided to the employee.

12. SUPERANNUATION

The Australian Retirement Fund is the employer sponsored Superannuation Fund for all employees covered by this Agreement.

No employee shall suffer any reduction in entitlements or employer contributions following the certification of the Agreement.

13. HOURS OF WORK

- (i) The ordinary hours of work shall not exceed thirty-five (35) in any one (1) week, to be worked between the hours of 6:00 am and 6:00 pm Monday to Friday inclusive, except as otherwise provided in this Agreement, provided that these hours may be worked on a flexible basis by mutual agreement between the employer and CPSU.
- (ii) The span of hours for casual activities and promotions assistants (see clause 10), shall be 8a.m. to 8p.m. Monday to Friday (excluding public holidays). The ordinary hours of work shall not exceed 35 hours per week.

14. OVERTIME

- a) The employer may require an employee to work reasonable overtime at overtime rates prescribed herein. Wherever possible, an employee shall be given at least forty-eight hours notice of any overtime to be worked, provided that where such notice is not given, an employee shall not be required to work overtime where the employee satisfies the employer that there is good and sufficient reason why he or she cannot work overtime that day. All overtime must be authorised in advance by the employer (USU).
- b) Except as hereinafter provided, where overtime is worked as required by the employer.
 - i) all overtime worked outside ordinary or rostered hours of duty shall be paid for at the rate of time and one-half times the ordinary rate of pay for the first two hours and double the ordinary rate of pay thereafter until completion of the overtime work;
 - ii) all overtime worked between midnight Saturday and midnight Sunday shall be paid for at double the ordinary rate of pay with a minimum payment of three hours.
 - iii) all overtime worked on a Public Holiday shall be paid at two and one-half times the ordinary rate of pay with a minimum payment of three hours.
- c) i) when overtime is necessary it shall, whenever reasonably practicable, be so

arranged that employees have at least ten consecutive hours off duty between the work of successive days;

- ii) an employee who works so much overtime between the termination of ordinary duty on one day and the commencement of ordinary duty on the next day that there is not at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until she/he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence, and such employee shall not report for duty during the next period of not less than ten hours of duty from the completion of the overtime worked unless directed otherwise by the employer;
 - iii) if, on the instructions of the employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty, she/he shall be paid at double time until she/he is released from duty for such period and she/he shall then be entitled to be absent until she/he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence;
 - iv) the provisions of this sub-clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked for the purpose of changing shift rosters, or where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker.
- d) Where an employee has been instructed to report for duty for prearranged overtime on a day which she/he would not have been required to work and on reporting for duty on that day finds that no overtime is available, the employee shall be paid three hours at the overtime rate for that day.
 - e) Each day's overtime shall stand alone and shall be calculated to the nearest quarter of an hour.
 - f) Notwithstanding anything contained in this clause employees who have permission of the employer to work flexible or variable hours may work in excess or outside of the prescribed ordinary hours of work in a day or a week subject to the limits specified from time to time by the employer. Time worked to accumulate flexible or variable working hours credits or to extinguish debits will not attract overtime payments.
 - g) i) For all other employees, where an employee performs duty in respect of which she/he is entitled to receive any overtime payment, and the employee is agreeable to the granting of time off in lieu of overtime payment, the employer may, instead of making that overtime payment, grant to the employee time off for a period equivalent to the full overtime payment in hours which would have been payable.

For example: 4 hours overtime worked at double time is equal to 8 hours time off in lieu of overtime payment.

- ii) The maximum number of hours of time off in lieu of overtime payments that may be accumulated under this clause, by an employee, shall not exceed the number of hours in the employee's ordinary working week.
- iii) Time off which is accumulated pursuant to this sub-clause shall be taken at a time mutually agreed upon between the employee concerned and the employer, provided that the time off shall be taken within a period of up to six months from the time that the overtime was performed.
- iv) Employees called back for work after leaving the employer's premises shall be paid at the appropriate overtime rate for a minimum of four hours. Each call shall stand alone. This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform prearranged overtime or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of normal working time.

15. FLEXIBLE WORKING HOURS

During the term of this Agreement, the parties agree to discuss provisions of a flexible Working Hours scheme. This Agreement may be varied in accordance with the Workplace Relations Act to incorporate any such agreed scheme.

16. PUBLIC HOLIDAYS

- a) Employees (other than casual employees) who are not required for duty, shall be allowed to observe the following days as holidays without loss of pay:

- New Year's Day
- Australia Day
- Good Friday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day

and all other proclaimed Public Holidays for the State of New South Wales.

- b) An employee who is required to work on a Public Holiday will, for ordinary hours of duty actually worked, be paid at time and one-half in addition to the ordinary

rate of pay, for the day. Provided that the additional payment will be in substitution for any shift allowance or penalty applicable and not in addition to it for the hours worked.

- c) Where a Public Holiday occurs on a Rostered Day Off of a rostered employee and such employee does not work on that Rostered Day Off, such employee shall be entitled to an additional day's leave (or at the option of the employer, an additional day's pay at the ordinary rate) in lieu of such holiday, such leave to be taken at a time mutually convenient to the employee and her/his employer.
- d) By custom and practice, the University of Sydney Union has observed the Tuesday immediately after Easter as a Picnic Day for all staff. Any employee who has to work on this day will be able to take an alternative day off either in the week before Easter or the week following Easter. Picnic Day is not regarded as a Public Holiday for any other purposes of this agreement.

17. CHRISTMAS TO NEW YEAR PERIOD

All employees, except for those required for operational reasons, shall be granted three (3) concessional leave days between Xmas and New Year. Those employees unable to take three (3) days at this time, shall be granted three (3) days within 12 months of these dates.

18. MEAL BREAKS

An employee shall not be required to work overtime beyond 6:00 pm without a meal break of at least thirty minutes which shall not count as time worked. An employee will not be required to work more than five ordinary hours without a meal break of at least 30 minutes.

19. MEAL ALLOWANCES

An employee when required to work overtime shall be paid a Meal Allowance in addition to any overtime payment as follows:

- a) when required to work overtime for more than two hours after 6:00 pm (Monday to Friday) \$18.10.
- b) when required to work overtime for more than five hours on a Saturday, Sunday or Public Holiday \$12.25.

- c) when required to commence duty at or before 6:00 am (Monday to Friday) being at least an hour before the employee's usual starting time \$9.25.
- d) these amounts will be adjusted from time to time in accordance with NSW Public Service rates or as otherwise agreed between the parties.

20. ANNUAL LEAVE (Including Annual Leave Loading)

- a)
 - i) Employees, shall be eligible after the completion of each 12 months of service be granted four weeks annual leave on full pay (as defined in Annual Holidays Act 1944) in addition to any Public Holiday occurring during such period of annual leave.
 - ii) Casual employees shall be paid annual leave in accordance with the provisions of the Annual Holidays Act, 1944.
 - iii) Annual Leave may be granted before or after the completion of each 12 months service in broken periods by agreement between the employer and the employee, provided that the period of annual leave granted shall not exceed the proportion of the year's annual leave which the employee has accrued at the date of the commencement of the annual leave.
 - iv) In the event of the death of any employee, the monetary value of all annual leave for which the employee was eligible at the time of death shall be paid to his or her legal personal representative, unless paid by the employer to the employee's widow or widower, partner (including de-facto or same sex partner) or to the guardian of the children of the employee.
- b) The employer may direct an employee to take at such time as is convenient to the working of the employer, annual leave for which the employee is eligible, but as far as practicable the wishes of the employee concerned shall be taken into consideration when fixing the time for the taking of annual leave.
- c) If an employee does not avail herself/himself of the full amount of annual leave accrued to her/him each year, the employer may allow the annual leave to accumulate up to a maximum of forty (40) days entitlement.
- d) Annual leave accruing in excess of the prescribed maximum shall be forfeited, provided that before such annual leave is forfeited the employee shall be
 - i) advised in writing that annual leave will be forfeited unless she/he commences taking the accrued annual leave within one month of the date of written advice.
 - ii) given the opportunity to take the annual leave.

- e)
 - i) If an employee has been absent from duty on leave without pay for more than five working days in all in any year (being a period of 12 months commencing on the anniversary of the date on which the employee commenced her/his current period of employment with USU, period of absence from duty on leave without pay shall not be counted as service for the purpose of determining eligibility for annual leave in that year.
 - ii) Where an employee is granted and takes long service leave on half pay, the period of such long service leave shall be taken into account to the extent of one-half thereof only in determining the employee's accrual of annual leave, provided that annual leave shall not accrue in respect of absences on long service leave occurring before 1st May 1964.

- f) Annual leave shall accrue on a calendar day basis. Calendar day is calculated by the following formula:

$$\frac{365.25}{1}$$

provided that where the services of an employee terminate for any reason, credit shall be given for periods of less than one month in computing any leave which may be due.

- g) Where an employee, who is eligible for annual leave, produces a satisfactory medical certificate to the effect that she/he has been incapacitated for a period of one week or more whilst on annual leave, the employer shall recredit the employee with an equivalent period of annual leave, provided that no such recredit shall be granted to a member of staff on annual leave immediately prior to retirement, resignation or termination of service.

- h)
 - i) All staff shall be entitled to 17½% Annual Leave Loading payable on the taking of Annual Leave.

Those employees who resign, retire, or are terminated by the employer shall be paid a pro rata amount.

- ii) Broken service during a year does not attract the annual leave loading e.g. if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
 - iii) Part-time employees who satisfy the foregoing conditions are eligible for the annual leave loading.

21. SICK LEAVE

An employee who satisfies the employer that he/she is unable to perform his or her duties by reason of incapacity or illness shall, subject to the conditions specified in this clause, be entitled, during such illness or incapacity, to sick leave with pay as set out below.

- a) Full-time employees shall be eligible to be granted ten (10) working days paid sick leave each year of service. The unused component of annual sick leave entitlement shall be fully cumulative.

This entitlement is available from the commencement of an employee's employment, provided that during the first three (3) months of employment the maximum amount of paid sick leave that may be granted shall be five (5) days, unless a medical certificate to support each individual absence is provided.

- b) Contract of Fixed Term employees shall have their sick leave entitlement calculated by multiplying the number of whole months of employment by the annual entitlement and dividing that result by twelve (12). This entitlement will be available from the commencement of the employee's employment.
- c) Part-time employees' sick leave entitlement shall be calculated on the appropriate fraction of the sick leave entitlement of a full-time employee.
- d) Casual employees shall not be granted sick leave.
- e) Periods of absence of less than one (1) day for periodic medical treatment may be aggregated for the purpose of debiting sick leave entitlement.
- f) Where all paid sick leave entitlements for which an employee is eligible have been exhausted, the employee may elect to use part or all of any annual and/or long service leave entitlements, or to proceed on sick leave without pay. Sick leave without pay shall count as service for the accrual of annual, long service and further sick leave with pay.
- g) An employee who becomes ill while on annual or long service leave, and who has sick leave to credit, may apply for sick leave, and to have that period of annual leave or long service leave during which the illness occurred recredited provided that the period of illness is five (5) days or more. This is subject to the employee contacting his/her supervisor at the earliest opportunity, notifying details of the situation and providing a medical certificate issued by a registered medical practitioner which clearly states the nature of and the duration of the illness. Any medical certificate provided that is not written in English must be accompanied by a certified translation.
- h) Any employee absent from duty on the grounds of illness, shall
 - i) in respect of any period of absence exceeding three (3) days;

- ii) exceeding 3 single absences in a year,
- iii) any absence on either side of a Public Holiday

furnish a medical certificate showing the nature of the illness, and may, in respect of a shorter period of absence, be required by the General Manager to furnish a medical certificate

- i) An employee absent from duty due to illness or incapacity shall, as far as practicable:
 - i) inform his/her supervisor within twenty four (24) hours of the commencement of the absence of her/his inability to attend for duty;
 - ii) state the nature of the illness or incapacity;
 - iii) state the estimated duration of the absence.
- j) An employee may elect in any one year to convert up to five (5) days' sick leave to Carers' Leave (see also Cause 28 - Carers' Leave)

22. LONG SERVICE LEAVE

- a) Employees, other than casual employees, shall be eligible for long service leave as follows
 - i) After ten years service (whether continuous or broken) to thirteen weeks leave on full pay or 26 weeks leave on half pay.
 - ii) After fifteen years service (whether continuous or broken) to four months and fifteen days' leave on full pay or nine months leave on half pay.
 - iii) For service between ten years and fifteen years (whether continuous or broken) leave shall accrue proportionately on the basis of sub-clause a) (i) above.
 - iv) For service in excess of fifteen years (whether continuous or broken), leave additional to that prescribed in sub-clause a) (ii), pro-rata at a rate of two months and fifteen days on full pay or five months on half pay, for each completed five years of service.
 - v) Where an employee has completed at least five years continuous service as an adult, but less than ten years continuous service, and his or her services are terminated by the employer for any reason other than for serious and willful misconduct, such employee shall be entitled to a proportionate amount of long service leave on the basis of three months leave for ten (10) years service. For the purpose of the application of this provision it shall be interpreted in the same manner as a similar provision in the Long Service Leave Act 1955 as amended.

- b) If an employee has an entitlement to long service leave under sub-clause a) (i), a) (ii), a) (iii), or a) (iv) above, but prior to entering upon such leave has his or her employment terminated by dismissal or by notice duly given by either party, he or she shall be entitled to receive the monetary value of the leave at credit computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.
- c) In the event of the death of any employee, the monetary value of all long service leave for which the employee was eligible at the time of death shall be paid to his/her legal personal representative, unless paid by the employer to the employee's widow or widower, partner (including de-facto or same sex) or to the guardian of the children of the employee
- d) For the purpose of calculating service in respect of sub-clause a)
 - (i)
 - (1) Any periods of leave without pay shall not count as service when determining whether an employee has completed ten years' service.
 - (2) Any periods of leave without pay prior to completing ten years^t service shall not count as service for the purposes of long service leave.
 - (3) Any period of leave without pay not exceeding six months shall count for long service leave purposes where an employee has completed ten or more years service but where such period of leave without pay exceeds six months, the whole period of leave without pay shall not count as service.
 - ii) Where an employee is granted leave for service in Australia's Defence Forces, such service shall be counted as ordinary service in computing long service leave.
 - iii) Service with an employer, after retirement, shall not count as service for the purpose of long service leave, under this Agreement.
- e) For persons entering employment with USU under this Agreement on or after 1.1.74, eligibility for long service leave shall be determined taking into account prior continuous full-time paid service with the Sydney University Sports Union and/or The University of Sydney Women's' Sports Association (SUWSA) for long service leave to employees employed under this Agreement provided that:
 - i) The employee will be required to serve at least five years with the employer under this Agreement before being permitted to take accrued long service leave or be paid in lieu on termination of employment, except that in eligible cases, payment in lieu of such leave will be made when and employee (i) dies; (ii) retires on or after 60 years of age or such other age as the retirement provisions of the Superannuation Act, 1916 may provide; or (iii) receives an invalid or breakdown pension under the provisions of the Superannuation Act, 1916.

- f) For persons entering USU's employment from another Institution, (that recognises USU service for Long Service Leave purposes) or other University Union, eligibility for long service leave shall be determined taking into account prior continuous service at the previous institution, provided that the long service leave monetary pay-out is deposited in the USU Long Service Leave Account.
- g) Where more favourable long service leave provisions have been extended to employees, prior to the making of this Agreement, such employees employed at the date of the making of this Agreement will not be disadvantaged in relation to long service leave entitlements, because of the making of this Agreement for any periods of service prior to the making of this Agreement.
- h) An employee, entitled to Long Service Leave under this Agreement, is able to take the leave at anytime, provided:
 - i) there is agreement between the employee and the employer;
 - ii) sufficient notification is given;
 - iii) the minimum time taken is five (5) working days for a full time employee, or the relevant equivalent for a part-time employee.

23. LEAVE WITHOUT PAY

The employer and employee may agree to the taking of leave without pay and to the terms and conditions upon which such leave is given and taken. Applications for such leave must be accompanied by a statement of the circumstances supporting the application.

24. MATERNITY, PATERNITY AND ADOPTION LEAVE

Eligibility and Entitlement

- 24.1 All female employees, except casual employees, shall be eligible for maternity leave.
- 24.2 full-time or part-time employees who prior to the expected date of birth have completed fifty two (52) weeks of full-time or part-time employment with the employer shall be eligible for a maximum of thirteen (13) weeks of salary at their ordinary rate of pay from the date when maternity leave commences.
- 24.3 The maximum period of maternity leave shall be nine (9) weeks before the expected date of birth of the child and twelve (12) months (or two (2) years) where an election is made to take part-time maternity leave after the actual date of birth of the child. The minimum amount of leave shall be six (6) weeks after the birth of the child, unless a medical certificate from a qualified medical practitioner is furnished indicating the employee is fit to resume duty.

Applications for Leave

- 24.4 An employee who intends to proceed on maternity leave shall apply in writing, at least eight (8) weeks prior to the commencement of such leave. An application shall be accompanied by advice as to whether leave is sought on a full-time basis and a medical certificate indicating the expected date of birth.
- 24.5 Before commencing maternity leave, an application to vary either the period of leave or any election made concerning part-time or full-time arrangements may be made a number of times by giving a minimum of four (4) weeks or notice in writing.
- 24.6 After commencing maternity leave, an application to vary either the period of leave or any election made concerning part-time arrangements may be made by giving a minimum of four (4) weeks of notice in writing. Approval is only likely to be given in the event of the variation being consistent with any contractual commitments which the employer has entered into with relief employees.

Illness Associated with Pregnancy

- 24.7 Where an employee becomes ill and is unable to continue work during her pregnancy, an employee may elect to use any accumulated sick leave, annual leave or long service leave or sick leave without pay until the working day before the date of the birth.

Leave Immediately Prior to or During Maternity Leave

- 24.8 Where an employee wishes to cease duty before maternity leave commences, an application may be made for any accrued annual leave or long service leave or leave without pay.
- 24.9 Accumulated annual leave and/or long service leave may be combined with maternity leave, provided that the period of leave does not extend beyond the maximum amount of maternity leave referred to in subclause 24.3 of the Agreement.
- 24.10 Where it is not utilised prior to the birth of the child, the nine (9) weeks of paid maternity leave shall commence no later than the date of the birth.

Premature Birth. Still Birth or Miscarriage

- 24.11 Where an employee gives birth prematurely before commencing maternity leave, she shall be treated as being on maternity leave from the first working day she enters on leave to give birth to the child and any previous leave arrangements will be negated.
- 24.12 In the event of stillbirth, an employee may elect to either continue on maternity leave or to take available sick leave. In either case, a medical certificate shall be furnished

by the employee.

- 24.13 In the event of a miscarriage any absence from work shall be covered by accumulated sick leave.

Fitness to Continue Working

- 24.14 Where an employee decides to work during the period of nine (9) weeks prior to the expected date of birth, the employer shall first be satisfied that she is able to satisfactorily perform her normal duties. The employer may require a medical certificate confirming that she is fit to work during this period.

- 24.15 Where an employee is unable to carry but the duties of her position because of risk associated with her pregnancy, the employer shall as far as practicable provide employment to the employee in some other position, the duties of which she is able to satisfactorily perform. The position to which the employee is transferred under these circumstances shall be as close as possible in status to her substantive position without loss of salary.

- 24.16 An employee may apply to work on a part-time basis during the period leading to the birth of the child.

Notification of Date of Birth

- 24.17 As soon as practicable after the birth of the child, an employee shall notify the employer in writing of the child's date of birth or stillbirth.

Right of Return to Former Position

- 24.18 An employee who returns to work after maternity leave has a right to return to her former position regardless of whether the maternity leave is full time or its equivalent part time.

- 24.19 The right of return to the former position shall be forfeited where an employee does not resume duty at the expiration of twelve (12) months of full-time maternity leave or its equivalent part-time.

- 24.20 Where the employee's former position has been abolished during the period of maternity leave, the employee shall be transferred to a position at the same classification level and, where practicable, in the same location as the former position. The employee and the Union shall be consulted in advance of the employee's return to work concerning any such transfer.

Reversion to Maternity Leave

- 24.21 An employee who has returned to full-time duty after less than her full entitlement to

maternity leave shall be entitled to revert to maternity leave either on a full-time or part-time basis if she so elects. This election may be exercised only once and with a minimum of four (4) weeks of notice, or less if acceptable to the employer.

Calculation of Salary Progression and Leave Accrual

- 24.22 Any period of paid maternity leave shall count as full service for the purposes of determining salary progression. Any period of unpaid maternity leave shall not count as full service for the purposes of determining incremental salary progression.
- 24.23 Maternity leave on full-pay shall count as full service for the purpose of determining all forms of leave and maternity leave at half-pay shall count as service on a pro-rata basis for determining all forms of leave.
- 24.24 Unpaid maternity leave shall not count as service for determining any form of leave entitlement.

Further Pregnancies

- 24.25 Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave shall be granted if requested.
- 24.26 Where an employee begins a subsequent period or periods of maternity leave during the currency of maternity leave, any residual maternity leave from that entitlement shall cease.

Fractional-time Maternity Leave

- 24.27 During a period of approved part-time maternity leave, the hours to be worked shall not be less than $\frac{2}{5}$ and not greater than $\frac{4}{5}$ of the full-time ordinary hours of work for the position.
- 24.28 An employee may resume full-time employment by giving four (4) weeks of notice in writing. On resumption of full-time duty, the period of part-time service shall be converted to the full-time equivalent and allowed as credit for all leave purposes.

Casual Employment During Maternity Leave

- 24.29 After six (6) weeks from the actual date of the birth of the child, an employee may be employed on a casual basis during periods of unpaid maternity leave with the approval of the employer.
- 24.30 Payment for maternity leave shall be paid in ordinary salary installments throughout such leave to an employee and not as a lump sum at the commencement of the leave.

25 ADOPTION LEAVE

Eligibility and Entitlement

25.1 All employees, except casual employees, shall be eligible for adoption leave for a maximum period of twelve (12) months (or two (2) years if an election is made to take part-time adoption leave) from the date of taking custody of a child. An application for special leave may be made for the purpose of attending any compulsory interviews prior to adoption of a child.

25.2 Prior to the date of taking custody of a child, an employee who has completed forty (40) weeks of continuous full-time or part-time service with the employer shall be entitled to adoption leave where the employee is the child's primary carer on the following basis:

nine (9) weeks of paid leave at the employee's ordinary weekly rate of pay, commencing on the date of taking custody of a child who is up to twelve (12) months of age;

three (3) weeks of paid leave at the employee's ordinary weekly rate of pay, commencing on the date of taking custody of a child who is older than twelve (12) months; and

up to twelve (12) months (or two (2) years part-time leave) of unpaid leave after the period of paid leave as follows:

- i) where the child has not commenced school at the date of taking custody, leave up to a maximum period of twelve (12) months (or two (2) years part-time leave); or
- ii) where the child has commenced school at the date of taking custody, leave for such period as the employer may agree but not exceeding twelve (12) months (or two (2) years part-time leave).

Applications for Adoption Leave

25.3 An employee who expects to take custody of a child shall notify the employer in writing as early as practicable of the intention to take adoption leave. An application shall be accompanied by written advice as to whether leave is sought on a full-time or part-time basis.

25.4 Before commencing adoption leave, an application to vary either the period of leave or any election made concerning full-time or part-time arrangements may be made a number of times by giving a minimum of four (4) weeks of notice in writing.

25.5 After commencing adoption leave, an application to vary either the period of leave or any election made concerning full-time or part-time arrangements may be made by giving a minimum of four (4) weeks of notice in writing. Approval is only likely to be

given in the event of the variation being consistent with any contractual commitments already entered into with relief employees. Variations shall be approved where the full entitlement has not already been exhausted.

Ceasing Duty Before Taking Custody

- 25.6 Where an employee wishes to cease duty before the date of taking custody of the child, an application may be made for any available annual leave or long service leave or leave without pay.

Other Leave During Adoption

- 25.7 Accumulated annual leave and long service leave may be combined with adoption leave, provided that the period of leave does not extend beyond the maximum amount of adoption leave referred to in subclause 25.1 of this Agreement.
- 25.8 An employee shall also be entitled to combine half-pay adoption leave with half-pay long service leave and annual leave.

Reversion to Adoption Leave

- 25.9 An employee who returns to work after adoption leave has a right to return to his or her former position regardless of whether the adoption leave was taken on a full-time or part-time basis.

Right of Return to Former Position

- 25.10 An employee who returns to work after adoption leave has a right to return to his or her former position regardless of whether the adoption leave was taken on a full-time or part-time basis.
- 25.11 The right of return to the former position shall be forfeited when an employee does not resume duty at the expiration of twelve (12) months full-time adoption leave or its equivalent fractional-time.
- 25.12 Where the employee's former position has been abolished during the period of adoption leave, the employee shall be transferred to a position at the same classification level, and where practicable, in the same location as the former position. The employee and relevant Union shall be consulted in advance of the employee's return to work concerning any such transfer.

Calculation for Salary Progression and Leave Accrual

- 25.13 Any period of paid adoption leave shall count as full service for the purposes of determining incremental salary progression. Any period of unpaid adoption leave shall not count as full service for the determining incremental salary

progression.

- 25.14 Adoption leave on full-pay shall count as full service for the purpose of determine all forms of leave and adoption leave at half-pay shall count as service on a pro-rata basis for determining all forms of leave.
- 25.15 Unpaid adoption leave shall not count as service for determining any form of leave entitlement.

Part-time Adoption Leave

- 25.16 During a period of part-time adoption leave, the hours to be worked shall not be less than $\frac{2}{5}$ and not greater than $\frac{4}{5}$ of the full-time ordinary hours of work for the position.
- 25.17 An employee may resume full-time employment by giving four (4) weeks of notice in writing. On resumption of full-time duty, the period of part-time service shall be converted to the full-time equivalent and allowed as credit for all leave purposes.
- 25.18 An employee on part-time adoption leave shall be granted other forms of leave and have such service recognised for accrual of leave in the same way as employees on part-time maternity leave.
- 25.19 Hours worked during part-time adoption leave shall be converted to the full-time equivalent and then counted for incremental purposes.

Casual Employment During Adoption Leave

- 25.20 An employee may be employed on a casual basis during periods of unpaid adoption leave with the approval of the employer.

26. PARENTAL AND PATERNITY LEAVE

Eligibility and Entitlement

- 26.1 All employees, except casual employees, who have the care of a child during the first or second year of its life shall be eligible for parental leave without pay.
- 26.2 The maximum period of parental leave available shall be twelve (12) months (OR two (2) years if an election is made to take part-time parental leave) after the actual date of birth of the child. Parental leave may be shared between the parents of the child. Except for a period of one (1) week immediately following the birth, each parent shall take parental leave at different times.

- 26.3 Paid Paternity Leave shall be for a maximum of 10 paid days in any year. (Pro-rata for part-time employees).

Applications for Parental Leave

- 26.3 An employee who intends to proceed on parental leave, shall formally apply in writing at least eight (8) weeks (or as soon as practicable in the case of adopting a child) prior to the commencement of such leave. An application shall be accompanied by advice as to whether leave is sought on a full-time or part-time basis, a medical certificate indicating the expected date of birth and a statutory declaration detailing the other parent's leave arrangements, confirming that during the period of leave the applicant will be the primary carer of the child and that the leave is to be used for that purpose. Parental leave arrangements may be altered with the consent of the employer.

Other Leave During Parental Leave

- 26.4 Accumulated annual leave and long service leave may be combined with parental leave provided that the period of leave does not extend beyond the maximum of parental leave referred to in subclause 26.2 of this Agreement.

Premature Birth

- 26.5 Where the mother of the child gives birth prematurely before the commencement of parental leave, parental leave may be adjusted to commence from the date of the birth of the child.

Right of Return to Former Position

- 26.6 An employee who returns to work after parental leave has a right to return to their former position regardless of whether the parental leave was taken on a full-time or part-time basis.
- 26.7 The right of return to the former position shall be forfeited when an employee does not resume duty at the expiration of twelve (12) months full-time parental leave or its equivalent part-time.
- 26.8 Where the employee's former position has been abolished during the period of parental leave, the employee shall be transferred to a position at the same classification level, and where practicable, in the same location as the former position. The employee and Union shall be consulted in advance of the employee's return to work concerning any such transfer.

Calculation of Salary Progression and Leave Accrual

- 26.9 Parental leave shall not count as full service for the purposes of determining

incremental salary progression.

- 26.10 Parental-leave shall not count as service for determining any form of leave entitlement.
- 26.11 During a period of approved part-time parental leave the hours to be worked shall not be less than $\frac{2}{5}$ and not greater than $\frac{4}{5}$ of the full-time ordinary hours of work for the position.
- 26.12 On resumption of full-time duty, the period of part-time service shall be converted to the full-time equivalent and allowed as credit for all leave purposes.

Casual Employment During Parental Leave

- 26.13 An employee may be employed on a casual basis during periods of parental leave with the approval of the employer.

27. BEREAVEMENT LEAVE

- a) Leave of absence of up to three (3) days may be granted to employees on account of the death of a spouse, father, mother, father-in-law, mother-in-law, child, step-child, brother or sister and grandparents.

For the purposes of this clause “spouse” includes a person of the same sex living with the employee as a de-facto spouse, but excludes a “spouse” from whom the employee is separated and the words “father” and “mother” shall include foster “father” or “mother”.

- b) This clause will not apply if the period of entitlement to leave under this clause coincides with any other period of leave.

28. CARERS LEAVE

- (a) A staff member may elect to convert five (5) days of their annual sick leave entitlement to carers’ leave. Carers’ leave will accrue to ten (10) days in two (2) years in accordance with normal sick leave accrual. This provision will require.
- i) the production of satisfactory evidence of illness, namely that medical certificates will be produced for absences of five (5) consecutive working days or more;
 - ii) the staff member to have responsibility for the care of the family member concerned;
 - iii) the family member may be either:
 - * a member of the employee’s household; or
 - * a member of the employee’s immediate family (as defined in the Sex

Discrimination Act, 1984, as amended).

- (b) In addition, the following facilitative provisions to assist staff with “family responsibilities” as determined by a Full Bench of the Commission will apply, namely:
- i) Annual Leave: the General Manager and a staff member may agree to allow up to one week’s annual leave to-be taken in single days,
 - ii) Hours of Work: the General Manager and a staff member may agree to make provision for time off in lieu of overtime and the working of “make up” time whereby an employee may choose to perform additional work at ordinary time to make up for lost time, and
 - iii) Unpaid Leave: the General Manager and a staff member may agree to provide unpaid leave to enable an employee to care for a family member who is ill.

29. SPECIAL LEAVE

- a) Leave of absence may be granted to employees on account of special circumstances where in the opinion of the employer such leave should be granted without limiting the generality of the foregoing. Examples may include, moving house, a funeral, a personal domestic emergency.
- b) The aggregated paid leave of absence granted to an employee under the provisions of this clause, in any one year period, should not exceed three (3) days for full-time employees, part-time employees are entitled to Special Leave on a pro-rata basis.

30. LEAVE TO ATTEND TRADE UNION COURSES

An employer may grant to an employee who is a member of the CPSU paid leave to attend a trade union training course up to a maximum of twelve (12) days in a two (2) year period.

31. LEAVE FOR DEFENCE FORCES RESERVES TRAINING

Employees who serve on a part-time basis in the Naval, Military or Air Force Reserves are to be granted military leave in each Military Leave Year (i.e. 1st July to 30th June) on the following basis:

- a) in respect of annual training:
 - i) where an employee is a member of the Naval Forces, Military Forces or Air Force
up to 6 calendar days on full pay.

- b) in respect of attendance at a school, class or course of instruction:
 - i) where an employee is a member of the Naval Forces, Military Forces, or Air Force up to 16 calendar days on full pay.
- c) Where the Commanding Officer of a unit of the Reserves in which an employee serves certifies in writing that it is necessary for the employee to attend for the purposes of obligatory training on days additional to those specified in (a) or (b) above, the employer may grant leave of absence to the employee for a further period not exceeding four (4) calendar days in any one Military Leave Year.
- d) Where in the opinion of the employer it would not be in the employer's interest to grant an employee leave of absence to attend at an annual training or at a school, class, or course of instruction such leave shall be refused but the employer shall grant leave of absence to the employee to attend at an equivalent training or at an equivalent school, class, or course.
- e) Any leave required in excess of that provided for in paragraphs (a), (b), and (c) above is to form a charge against the employee's accrued leave credits and/or leave without pay at the option of the employee.

32. CHILD CARE

- a) An employee responsible for the care of a child shall be entitled to bring the child to work, if the employee so desires, with the employer's prior approval, and by agreement with other employees in the workplace, where this does not conflict with the performance of the employee's duties, the duties of other employees or the employer and the provisions of the Occupational Health and Safety Act.
- b) The employer shall pay for all child care costs incurred by an employee who is required by the employer to work overtime without prior notice being given by the employer.

33. JURY DUTY

Where the employee is on leave to attend jury service and where payment for such service is less than the normal salary, the employer shall make up the difference.

A) EMPLOYEES SUMMONSED AS JURORS

- i) An employee required to attend for jury-service during his/her ordinary working hours shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service. The employee shall give his/her employer proof of his/her attendance, the duration of such attendance and the

amount received in respect of such jury service (other than the amount received in respect of travelling).

- ii) An employee will be reimbursed by his/her employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of salary he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

B) EMPLOYEES CALLED AS WITNESSES

- i) Except as provided in sub-clause (b) hereof, an employee subpoenaed, summoned or called as a witness shall notify the employer of his/her required absence which shall be paid as Special Leave for the first three (3) days and subsequently as Leave Without Pay or as a debit to Annual Leave.
- ii) An employee required as a witness on behalf of his/her employer or a witness in proceedings relating to a Union Award/Agreement shall, for the purposes of this Agreement, be regarded as being on duty and shall not receive witness fees for the period for which he/she is so required as a witness.

34. STUDY LEAVE

- a) The employee shall be entitled to up to four (4) hours pro rata paid study leave per week plus days upon which exams are conducted, for any course of study previously approved by the employer. Written notification of the course of study to be undertaken shall be provided to the employer by the employee. Such study leave may be accumulated and be taken either as four (4) hours per week during semester time, or as a block at the end of semester.

Paid time off for study shall be granted subject to any USU policy on this matter. (Paid time off granted under the employer's study time programme will be reduced by the extent of any paid time off granted in accordance with these provisions.)

- b) Time off for study which is not mandated by award must be seen to be a privilege not a right and subject, at all times, to the employer's needs. However the granting of such privilege must be reasonably consistent across the University of Sydney Union, and for this reason approval should rest jointly with the relevant Manager and the Personnel Manager.
- c) Paid time off will only be granted under this programme where the studies are genuinely relevant to the staff member's present or planned responsibilities in their current position or employer including any multi-skilling objective or other goals. (e.g. those relating to EEO/AA target groups).

Before applications for study time are approved, the relevant Manager and the Personnel

Manager must also be satisfied that the staff member's performance and apparent potential indicate that he/she will effectively apply the new learning.

Where a staff member's proposed study is not relevant to their current Department, but is expected to enhance their prospects in another area of the employer, the Head of the potentially receiving Department should also be consulted before approval for paid study time is granted.

- d) The maximum amount of paid time off per semester will be 60 hours or up to 10 paid days per year for attendance at compulsory residential schools.

Any time off beyond these limits is to be made up by agreement with the relevant Manager or taken as Annual Leave.

Non-casual part-time staff to receive pro-rata of the full time benefit.

- e) The granting of paid time off under "d" above will not be dependent on the mode of study or the timing of compulsory activities. However, where time off is granted for study activity which does not take place during working hours, the granting of compulsory time off must be timed to suit the employer's convenience. Likewise, the decision to approve a course of study by internal or external mode should rest primarily with the relevant Manager.
- f) Paid time off is normally limited to a first attempt. However, in extenuating circumstances, an application for paid time off for a subsequent attempt will be considered on its merits jointly by the relevant Manager and General Manager.
- g) Time off for examinations. In addition to paid leave to attend examinations in approved courses of study, the employer shall grant paid leave for the morning preceding an afternoon examination or the afternoon preceding an evening examination. Paid time off, which is not otherwise made up, should not be granted prior to morning examinations.
- h) This programme is NOT intended to cover brief specific staff development activities whether conducted in-house or externally.

35. FIRE FIGHTING AND EMERGENCY ASSISTANCE

- a) An employee who is a member of any voluntary organisation called upon by the Government or a competent Authority under the State Disaster Plan to assist in fire fighting or other forms of emergency assistance (including auxiliary operations) shall be entitled to leave on full pay for the duration of the participation by the employee in operations.
- b) An employee who responds to an appeal for volunteers to meet a declared bushfire or

other emergency shall be entitled to leave on full pay for up to three (3) days of the operations.

- c) An employee granted leave in accordance with sub clause 35.1 or 35.2 shall be entitled to a further one day on the completion of the service for the purpose of recovering from such participation.
- d) The employee shall provide the employer with evidence of such attendance.

36. LEAVE TO CONTEST ELECTIONS

Where an employee is a candidate for election to Federal or State Parliament, Local Council, approved professional association or trade union, the employee shall be entitled to take leave of absence on a continuous basis for all or part of the period between the date of the close of nominations and the date of the declaration of the Poll. Unless the employee elects to use accrued recreation or long service leave to cover all or part of the period of absence, such leave shall be without pay.

37. TRAVEL ALLOWANCES

- a) Time spent by an employee in travelling on the employer's business shall count as time worked by the employee, provided that time spent travelling to and from work shall not count as daily business travel.
- b) Where an employee is required to travel between campuses on daily business, USU, shall, whenever possible, provide the employee with a vehicle for such travel.
- c) An employee required to use the employee's vehicle to travel on business shall be paid the allowance as per the NSW Public Service rates as adjusted from time to time. These are as follows.

Official Business Rate

This rate is to be paid to employees who are authorised to use a private motor vehicle in the performance of their duties and the following conditions are met:

- a) no official vehicle is available;
- b) no public or other transport is available to permit travel within a reasonable time and at a reasonable cost; and
- c) the use of the employee's motor vehicle is essential to, or necessary for the economic performance of, the employee's duties.

Official Business Rate

Where transport is available:

Engine Capacity	Rate per Kilometre
Over 2700 cc	67.2
1600-2700 cc	62.5 cents
Under 1600 cc	44.8 cents

Specified Journey Rate

This rate is payable where other transport is available to permit travel within a reasonable time but the employee elects and the employer authorises the use of a private motor vehicle in connection with official or approved travel. In such cases it would be appropriate to limit the payment to the rate that would have applied to alternative transport.

Specified Journey Rate

Where transportation available but declined:

Engine Capacity	Rate per Kilometre
Over 2700 cc	23.9 cents
1600-2700 cc	22.2 cents
Under 1600 cc	18.7 cents

d) Non Motor Vehicle Travel

Employees directed by the employer to travel by air or rail on behalf of the employer shall be entitled to economy class air or first class rail travel including sleeping berth.

e) Accommodation and Other Expenses

USU shall pay accommodation, and on production of receipts by the employee for reasonable conference, and other previously approved expenses including: phone bill, meals and other related costs, the employee will be reimbursed by the employer for these costs.

38. HIGHER DUTIES

At times, employees may undertake, as well as their own duties or in lieu of their usual duties, the duties of a staff member in a higher role. In such circumstances a "higher duties allowance" may be payable to a permanent staff member performing those higher duties in accordance with the conditions stated below:

1. The allowance is of a temporary nature only and is to be payable, initially, for a

maximum of three (3) months.

2. The higher duties must be performed for a minimum of five (5) consecutive working days.
3. The higher duties must be performed to an acceptable level of competency.
4. Full payment of the appropriate level of allowance will only be made if all the duties of the higher position are performed (and other conditions outlined here are met).
5. If less than all the higher duties performed then the relevant Manager in conjunction with the Personnel Manager is to determine the proportion of allowance payable.
6. All payments of higher duties allowance must be authorised by the relevant Manager and the Personnel Manager.
7. Except in the case of the General Manager, no staff member may authorise payment of this allowance for their own position or for themselves.
8. Any extension of payment of this allowance beyond three (3) months must be authorised by the General Manager. Any extensions will only be of a three months' duration in each case. Any request for extension of payment will need to be accompanied by a written appraisal of the subject employee's performance in the higher role.
9. The allowance is not payable if the staff member's performance of the higher duties is being closely supervised and/or the staff member is undergoing on-the-job training (and hence close supervision) in the performance of the higher duties.
10. The allowance may be paid whilst the staff member concerned is performing the higher duties or it may be paid in retrospect after the member has started or completed the period of higher duties.
11. The allowance is only paid for time actually worked. Hence it is not payable during absences for any reason. The allowance is not included in calculation of payments for any leave purposes.
12. Staff who undertake higher duties as part of their normal position responsibilities will either not receive the allowance or may have the level of allowance paid reduced. This is because of the expectation that they would normally undertake the higher duties when their superior is absent for which this expectation would be included in the remuneration for their current position.
13. The staff member receiving the higher duties allowance is not to be paid more than the usual incumbent of the higher position when the higher duties allowance is taken into account.

14. The rate of higher duties allowance payable will depend on the level of the position in which the higher duties are being performed. Factors such as level of responsibility, complexity of the job, level of skills, experience, knowledge and qualifications required determine the level of allowance payable.

The full rates are:

Position	Rate
General Manager	\$70 per day worked
Finance and Administration Manager (HOD)	\$50 “
Catering and Functions Manager (HOD)	\$50 “
Commercial Services Manager (HOD)	\$40 “
Student Support and Development Manager (HOD)	\$40 “
Program~ and Publications Manager (HOD)	\$40 “
Personnel Manager (HOD)	\$40 “
Facilities Manager (HOD)	\$40 “
Any other Managers or Executives	\$30 “
Supervisors	\$20 “

These rates are current at the certification of this Agreement and shall be reviewed from time to time by the employer.

39. FIRST AID

- a) The employer shall provide and maintain adequate first aid facilities.
- b) When an employee is appointed by an employer to be responsible for first aid facilities, injury records and providing first aid to other employees that employee shall be paid an allowance at the rate of \$8.40 per week during the period of appointment, provided that the employee possesses a current first aid certificate of the St John's Ambulance Association or an equivalent first aid qualification.

40. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

- a) The employer shall compensate an employee to the extent of damage sustained to his/her personal property where such damage is sustained:
- i) due to the negligence of the employer, another employee, or both, in the execution of their duties; or
 - ii) by a defect in the employer's materials or equipment; or
 - iii) where an employee has protected or attempted to. protect the employer's property from loss or damage.

For the purpose of this sub-clause, personal property means an employee's clothes, spectacles, bearing-aid or tools of trade which are ordinarily required for the performance of his/her duties.

- b) Compensation to the extent of damage sustained, shall be made, where in the course of work, clothing, spectacles, hearing-aids are damaged or destroyed by fire or molten metal or through the use of corrosive substances.
- c) This clause shall not apply when an employee is entitled under the Worker's Compensation Act, 1926, for such damage.

41. LEAVE TO ATTEND ARBITRATION BUSINESS

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

42. LEAVE TO ATTEND CPSU COUNCIL

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

43. CPSU REPRESENTATIVES

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

44. RIGHT OF ENTRY OF CPSU OFFICIALS

- (i) An authorised industrial officer may enter, during working hours, any premises where relevant employees are engaged, for the purpose of holding discussions with the employees at the premises in any lunch time or non-working time.
- (ii)
 - (a) [Investigation of breaches] An authorised industrial officer may enter, during working hours, any premises where relevant employees are engaged, for the purpose of investigating any suspected breach of the industrial relations legislation, or of any industrial instrument that applies to any such employees.

- (b) [Industrial officer's powers] For the purpose of investigating any such suspected breach, the authorised industrial officer may:
- 1) require any employer of relevant employees to produce for the officer's inspection, during the usual office hours at the employer's premises or at any mutually convenient time and place, any employees' records and other documents kept by the employer that are related to the suspected breach; and
 - 2) make copies of the entries in any such records or other documents related to any such suspected breach.
- (iii) [Notice of entry] An authorised industrial officer must, before exercising a power conferred by this section, give the employer concerned at least 48 hours' notice.

45. CPSU MEETINGS

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

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

46. NOTICE BOARDS

- a) Adequate facilities for the posting of notices (including the use of USU e-mail system) shall be provided by an employer for use by the CPSU.
- b) Any CPSU notice posted on a notice board provided pursuant to subclause (a) hereof shall be authorised by the CPSU.

41. ABSENCE FROM DUTY

An employee who, without reason satisfactory to the employer, reports for duty after his/her appointed starting time, or ceases duty before his/her appointed finishing time, shall lose his/her pay for the time on such non-attendance (calculated to the nearest quarter of an hour).

48. RULES OF NUMBER

In this Agreement, unless the contrary intention appears, words in the singular shall include

plural and words in the plural shall include the singular.

49. NEW CATEGORY CREATED

Where an employer determines that a new category of employee for that employer covered by this Agreement be created, the CPSU shall be advised of such decision prior to implementation.

50. TERMINATION OF EMPLOYMENT

- a)
 - i)
 - (1) Except in the case of contract employment, casual employment and in the case of employees with less than one year's service, employment may be terminated by one (1) week's written notice on either side and shall be subject to the payment or forfeiture of a week's pay if notice by either side is less than a week.
 - (2) The employer and the employee may agree, on appointment, to a period of notice greater than that prescribed in (1) above provided such period of notice does not exceed three months.
 - (3) The employer and the employee may agree in writing to a lesser period of notice than that prescribed in (1) above.
 - ii) Employment of contract employees and employees with less than one year's service may be terminated by either side by the giving of one week's written notice and shall be subject to the payment or forfeiture of one week's pay if notice by either side is less than one week, provided that in the case of contract employees no notice shall be required by either side in relation to the termination of employment at the completion of the appointment.
- b) Notwithstanding the provisions of sub-clause (a) hereof, the employer shall have the right to dismiss any employee without notice for serious or willful misconduct. In the event of the employer taking such action the employer shall inform the CPSU immediately. In such cases the employee's salary shall be paid up to the time of dismissal only.
- c) Upon termination of employment for any reason whatsoever, the employer shall be entitled to deduct from any monies due to the employee, other than monies due to the employee in lieu of accrued annual leave, any monies owing by the employee to the employer.
- d) No staff member will be unfairly, unjustly, harshly, unreasonably, or wrongly dismissed.

51. STAFF PERFORMANCE ANAGEMENT AND DEVELOPMENT

- a) The employer conducts, on an annual (calendar) basis a performance management and development scheme (the scheme).
- b) Employee salaries are not determined by the scheme.
- c) The scheme is a participative process that identifies the employees performance against the requirements of the position. This is achieved by:
 - i) stating the agreed and expected outcomes;
 - ii) recording the outcomes achieved;
 - iii) following an assessment of the results of (i) and (ii) above, the provision of any necessary training and development for the employee.

52. TRAINING AND DEVELOPMENT

- a) The parties confirm a commitment to training and skill development for employees. The following types of training shall be provided by USU on an as needs basis:
 - i) As a result of reorganisation necessitating job redesign, creation of new jobs and/or multiskilling.
 - ii) To assist staff to improve their knowledge, skills and competencies.
 - iii) To ensure that staff whose performance has been deficient have every opportunity to improve their performance within the appraisal period.
- b) Such a programme shall include:
 - i) Identifying the training and the development needs of the staff at all levels and classifications, and ensuring that there is equity of access of all staff (including part-time staff) to training and development opportunities.
 - ii) A commitment to EEO requirements to remove discriminatory barriers to training.
 - iii) Commitment to training and development includes a commitment to providing adequate resources, people, equipment, time and money to ensure the effectiveness of the training and development program. It also involves a commitment to enable staff to participate in training and development.

- c) Internal and external training courses relevant to employees positions are offered to staff members during the year. Time is granted to attend these courses as part of normal duties

Staff members wishing to do other courses must do so in their own time.

53. EMPLOYMENT POLICY

The employer (USU) will maintain an equal opportunity, anti-discrimination, affirmative action policy under the relevant State and Federal statutes.

Whenever a staff vacancy occurs within the Union, existing staff shall be given the opportunity to apply for transfer into the vacant position at the same time as the position is advertised extremely.

In the event the event the internal applicant is unsuccessful, the Personnel Manager shall supply upon request, the internal applicant with reasons for the decision.

The Selection Committee is to establish a short list of applicants for interviews, and conduct such interviews according to EEO guidelines and established procedures.

54. SELECTION COMMITTEE

This clause only applies to positions covered by this Agreement. The Selection Committee shall consist of but shall not be limited to, the Personnel Manager (or his/her nominee), the relevant Manager and such persons as USU deems appropriate. In addition, the CPSU may nominate a person to be part of the Committee. This clause shall not apply in respect to casual or student employment.

55. STAFF REPORTS

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

56. DISPUTES SETTLEMENT PROCEDURE

- (a) i) If there is a disagreement between a member of staff and their Manager regarding the introduction or implementation of any of the provisions of this Agreement, the following procedure will be followed. Whilst these procedures are being followed, the status quo working arrangements will continue.

- ii) If there is a disagreement between the parties to this Agreement regarding an interpretation and/or implementation of any of the clauses of this Agreement, the procedures outlined below in sub-clauses (b), (c), (d), and (e) will apply.
- (b) The CPSU Delegate/Officer or a USU employee and the Personnel Manager will meet and to try to achieve consensus.
- (c) If no agreement is reached, the matter may be referred to a mutually agreed Conciliator.
- (d) Alternatively, if no agreement is reached, the matter may be referred by either party or an employee to a mutually agreed Arbitrator, or a member of the Australian Industrial Relations Commission, for conciliation or arbitration or as otherwise settled by the Commission. A decision or settlement of the Commission shall be binding on the parties and shall be implemented.
- (e) CPSU members are entitled to seek the advice and/or assistance of the CPSU at any stage of the dispute settlement procedures.
- (f) An outcome arising from points (c) and (d) will be considered final by all parties.

57. LEAVE RESERVED

Leave is reserved for the parties to negotiate to reach agreement on the following matters during the term of the Agreement. Where agreement is reached on any of the following matters the Agreement may be reopened to insert any agreed provisions, and vary the Agreement in accordance with Section 170 MD of the Workplace Relations Act, 1996. These matters are:

- * A Code of Employee Conduct
- * Disciplinary Procedures
- * Comprehensive Appeal and Grievance procedures.
- * Elaborated secondary classification descriptors which reflect the work carried out by employees of the employer.
- * flexible Working Hours.

58. REDUNDANCY AND REDEPLOYMENT PROVISIONS

USU will provide entitlements and follow the procedures provided by the University of Sydney Redundancy and Redeployment provisions for General Staff in existence at the time of the certification of this Agreement.

59. TERMINATION OF USU INDUSTRIAL AGREEMENT

This Agreement shall be terminated pursuant to Section 170 MHA of the Workplace Relations Act, 1996 upon the completion of the following conditions:

- 1) Either party to this Enterprise Agreement shall give 10 working days written notice to the other party of their desire to terminate the Enterprise Agreement; and
- 2) The party served with the Notice of Termination advises the initiating party of its acceptance of the termination of the Enterprise Agreement
- 3) Both parties shall upon the completion of Item 2 above, apply to the Australian Industrial Relations Commission to have the Enterprise Agreement terminated.”

APPENDIX "A"

SALARIES

Employees of USU shall be paid a minimum salary rate as shown below, subject, to their USU Employee level (determined in accordance with the classification descriptors).

HEW LEVEL	\$ PER ANNUM
1	21,743
2	24,000
3	26,000
4	27,000
5	30,000
6	33,000
7	38,000
8	42,000

Note: USU and CPSU agree that no employee will receive a salary lower than their existing salary at the date of certification of this Agreement. USU employees shall, within seven (7) days of certification of this Agreement, receive in writing confirmation of their USU classification level (on a without prejudice basis).

APPENDIX “B”

CLASSIFICATION DESCRIPTORS

DEFINITION 1: SUPERVISION

Close supervision:	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
Routine supervision:	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance to the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General direction:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad direction:	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

DEFINITION 2: QUALIFICATIONS

Year 12:	Completion of Year 12 of secondary school.
Trade certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition.
Post-trade certificate:	A course of study over an above a trade certificate and less than an advanced Certificate.
Advanced certificate:	A two year part time post-Year 12 or post-trade certificate course, or four year part time course for those who have completed Year 10 only of secondary school.
Certificate:	A two year full time or four year part time course, without a Year 12 prerequisite.
Associate diploma:	A two year full time or four year part time course with a 12 Year prerequisite.
Degree:	A recognised degree from a tertiary institution, often completed in three or four years, and sometimes combined with a one year diploma.
Postgraduate degree:	A recognised postgraduate degree, over and above a degree as define above.
Note:	The above definitions also include equivalent recognised overseas qualifications.

DEFINITION 3: CLASSIFICATION DIMENSIONS

Training level:	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education on the job instruction or exposure to procedures.
Occupational equivalent:	Occupations typically falling within each proposed classification level
Task level:	The type, complexity and responsibility of tasks typically performed by staff within each proposed classification level.
Organisational knowledge:	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.
Judgement, independence & Problem solving:	<p>Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available.</p> <p>This dimension looks at how much of each of these three qualities applies at each proposed classification level.</p>
Typical activities:	Activities typically undertaken by staff in different occupations at each of the proposed classification levels.

USU Employee Level 1

Training level or qualifications

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Level of supervision

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

Task level

Straightforward manual duties.

Established procedures exist.

Organisational knowledge

May provide straightforward information.

Typical activities

Undertake straightforward, simple and supervised tasks such as putting up posters, handing out flyers/leaflets, installing temporary equipment for entertainment events and other social activities, and undertake such other equivalent activities as directed by the employer from time-to-time.

USU Employee Level 2

Training level or qualifications

Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience or an equivalent combination of experience and training.

Occupational equivalent

Clerical Assistants.

Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks (see below).

Task level

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

Organisational knowledge

Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

Judgement, independence and problem solving

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude 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.

USU Employee Level 3

Training level or qualifications

Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge, or training in clerical/administrative, trades or technical functions equivalent to:

- * completion of a Trades Certificate; or
- * completion of Year 12, with relevant work experience; or
- * equivalent relevant experience or combination of relevant experience and education/training.

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

Occupational equivalent

Clerk/secretarial/trades person.

Level of supervision

In other positions, general direction. This is the first level where supervision of other staff may be required.

Task level

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

Organisational knowledge

Perform tasks/assignments which require specific 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

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

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

- * completion of a Trades Certificate; or
- * standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application
- * provide general clerical support to staff, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel,
- * process accounts for payment.
- * In trades positions, apply the skills taught in a trades certificate, including performance of a range of maintenance and repair tasks, using precision tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In other positions:

May provide information on USU activities/policies/procedures/facilities.

USU Employee Level 4

Training level or qualifications

Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge, or training in clerical/administrative.

- * completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post-certificate relevant work experience; or
- * completion of a post-trades certificate or advanced certificate and extensive relevant experience and on the job training; or
- * an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Experienced clerk/secretarial above Level 3.

Level of supervision

Routine supervision to general direction depending upon experience and the complexity of the tasks.

Task level

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

Organisational knowledge

Perform tasks/assignments which require general 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 clerk/secretarial positions, provide factual advice which require general proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Typical activities

In clerical/secretarial positions:

- * may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
- * be responsible for providing a full range of secretarial services
- * plan and set up spreadsheets or data base applications
- * provide detailed advice to students on USU programmes/policies/procedures/facilities.
- work on engineering or interconnected electrical circuits
- exercise high precision trades skills using various materials and/or techniques.

USU Employee Level 5

Training level or qualifications

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

- * completion of a degree; or
- * completion of an associate diploma and at least 2 years subsequent relevant work experience; or
- * completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or
- * 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 computer systems officer); administrator with responsibility for advice and determinations; public relations officer with less than one years experience; house supervisor.

Level of supervision

In professional positions, routine supervision to general direction depending upon tasks involved and experience.

Task level

In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements; may have supervisory responsibilities for non-professional staff.

Organisational knowledge

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

Judgement, independence and problem solving

In professional positions, solve problems through 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, e.g. advice, records, determinations and payments.

In professional positions and under professional supervision:

- * work as part of a professional team in a support role
- * provide professional advice and services to USU staff members, or clients.
- * may have responsibility for dealing with outside contractors.

USU Employee Level 6

Training level or qualifications

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

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

Occupational equivalent

Graduate or professional with subsequent relevant work experience; line manager.

Level of supervision

In professional positions, general direction; in other positions, broader direction. May have supervisory 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 which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

Judgement, independence and problem solving

Discretion to innovate within own function and take responsibility for outcomes; design develop systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills; analyse, report and provides outcomes as required.

Typical activities

In administrative positions:

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

In professional positions:

- * undertake research; or
- * undertake a range of computer programming tasks; or
- * provide documentation and assistance to computer users analyse less complex user and system requirements.

USU Employee Level 7

Training level or qualifications

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

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

Occupational equivalent

Senior/experienced professional and/or area/section supervisor.

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, is expected to be a recognised authority in a specialist area within the employers' organisation.

Organisational knowledge

Detailed knowledge of organisational and administrative policies 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 beyond the immediate work area.

Typical activities

In administrative positions, provide less senior administrative support.

USU Employee Level 8

Training level or qualifications

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

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

Occupational equivalent

Manager or Senior Specialist Professional.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem. solving

Responsible for policy development and implementation. Provide strategic support and advice requiring integration of a range of employer policies and external requirements, and an ability to achieve objectives operating within complex organisational structures.

Typical activities

Assist in management of a functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity; manage a small and specialised unit

where significant innovation, initiative and/or judgement are required; provide senior administrative support of medium complexity, taking into account the size, budget, external activities and management practices.

APPENDIX “C”

FLEXIBLE REMUNERATION ARRANGEMENTS

1. Definitions

For the purposes of this Schedule the following expressions shall, unless the contrary intention appears have the meaning hereby respectively applied to them, namely:

- 1.1 “Benefits” are any non-cash benefit and cash payment made on behalf of the employee.
- 1.2 “Salary” is remuneration by way of regular periodical payment subject to the PAYE tax.
- 1.3 “Salary Sacrifice” is that part of the remuneration set aside to cover the payment of Benefits and includes liability for fringe benefits tax and all administrative costs and charges.
- 1.4 “Total Employment Cost” is the employer’s annual budgeted cost for the position. If there is a cost reduction as a result of the employee receiving Benefits rather than Salary, the saving is returned to the employee, but is not taken into account for superannuation purposes other than for fulfilling the employer’s obligations under the Staff Superannuation Fund.
- 1.5 “Remuneration” is the Salary plus Benefits.
- 1.6 “Appropriate Instrument” is the applicable Agreement/Award in effect at the time the employee enters into a flexible remuneration arrangement.

2. Procedures

- 2.1 Notwithstanding the rates for various classifications in the appropriate instrument an employee may be able to enter into negotiation with respect to an individual remuneration package which may result in his or her salary being reduced.
- 2.2 Where an agreement is reached between an Employee and the Employer in accordance with Clause 2.1 above Benefits may be provided to the extent that the cost to the employer of providing the Benefits and the reduced Salary does not exceed the Total Employment Cost established by the employer for that employee.

3. Terms and Conditions

3.1 Each employee who negotiates an individual remuneration package will be required to enter into an agreement with the employer that sets out the terms and conditions applying to the provision of Salary and Benefits. Such terms and conditions will include the following:

3.1.1. The superannuable salary for both rate of contribution and benefit purposes is calculated by reference to the combined salary.

3.1.2 That for a period of paid leave the employee will retain the combined Salary plus Benefits;

3.2 Each employee who enters into an agreement in accordance with the provisions of Cause 3.1 above shall be entitled to withdraw from, or renegotiate, any Salary and Benefits Package arising from such an agreement on the occurrence of any of the following events:

3.2.1 Where any change to laws affecting all or some of the elements of the Salary and Benefits Package involves a financial disadvantage to the employee if he/she continued the Salary and Benefits.

3.2.2 The employee's divorce or separation.

3.2.3 Where the employee is unfit for duty due to illness or injury and has exhausted his or her entitlement to paid leave at full rates of pay.

3.2.4 Where the employee takes extended leave including parental leave and has exhausted his or her entitlement to paid leave at full rates of pay.

3.2.5 Any other event or circumstance approved by the employer.

3.3 Any withdrawal from any agreement by the employee in accordance with Clause 3.2 shall be notified in writing to the employer and shall be effective immediately.

3.4 As the employer is assisting their employees by providing the Salary and Benefit, and recognising that the law and circumstances may change, and that the employer may be relying on a third party to provide Benefits, the employer will not be responsible for any loss or disadvantage suffered by the employee arising from:

3.4.1 the cessation of any Benefits payments;

3.4.2 any variation to the terms and conditions on which Salary and Benefits are provided, subject to the provisions of Clause 3.2;

- 3.4.3 the termination of an individual flexible remuneration arrangement by either party;
- 3.4.4 the employer arranging for a third party to provide Benefits to or for the benefit of the employee or an associate of the employee.
- 3.5 In recognition of the fact that it is in the best interest of the employer and employees that the circumstances referred to in subclause 3.4 do not arise, the employer will exercise its best endeavours to avoid or minimise any such loss which it becomes aware of or which may arise.
- 3.6 In addition, the employer will be entitled to recover any payment of Salary and Benefits paid in advance.

4. Consultation with Union

- 4.1 The structure of Benefits and the design of flexible remuneration arrangements shall be reviewed annually by the employer in joint consultation with the Union. Such annual review shall include but not be limited to:
 - i) The range and size of non-salary benefits provided.
 - ii) An assessment of the take-up.
- 4.2 Unless there is a change to legislation affecting the taxation of Salary of Benefits, any changes to benefits or the structure of the arrangements shall only be made by the employer after agreement is reached with the Union.
- 4.3 The employer shall advise the Union of the number of employees who participate in the scheme annually:

APPENDIX “D”

ADMINISTRATIVE AND CLERICAL TASKS

Note: Employees in clerical and administrative positions may be required to perform tasks as contained in Appendix “D”, consistent with those shown in the task level for their designated USU Employee level classification descriptor.

(1)

UNIT	ELEMENT
Information Handling	<ul style="list-style-type: none">• Receive and distribute incoming mail• Receive and dispatch outgoing mail• Collate and despatch documents for bulk mailing
Communication	<ul style="list-style-type: none">• File and retrieve documents• Receive and relay oral and written messages
Enterprise	<ul style="list-style-type: none">• Complete simple forms• Identify key functions and personnel
Technology	<ul style="list-style-type: none">• Apply office procedures• Operate office equipment appropriate to the tasks to be completed• Open computer file, retrieve and copy date• Close files
Organisational	<ul style="list-style-type: none">• Plan and organise a personal daily work routine
Team	<ul style="list-style-type: none">• Complete allocated tasks
Business Financial	<ul style="list-style-type: none">• Record petty cash transactions• Prepare banking documents• Prepare business source documents

ADMINISTRATIVE AND CLERICAL TASKS

(2)

UNIT	ELEMENT
Information Handling	<ul style="list-style-type: none">• Update and modify existing organizational records• Remove inactive files.• Copy data on to standard forms
Communication	<ul style="list-style-type: none">• Respond to incoming telephone calls• Make telephone calls• Draft simple correspondence
Enterprise	<ul style="list-style-type: none">• Provide information from own function area• Re-direct inquiries and/or take appropriate follow-up action• Greet visitors and attend to their needs
Technology	<ul style="list-style-type: none">• Operate equipment• Identify and/or rectify minor faults in equipment• Edit and save information• Produce document from written text using standard format• Shut down equipment
Organisational	<ul style="list-style-type: none">• Organise own work schedule• Know roles and functions of other employees
Team	<ul style="list-style-type: none">• Participate in identifying tasks for team• Complete own tasks• Assist others to complete tasks
Business Financial	<ul style="list-style-type: none">• Reconcile invoices for payment to creditors• Prepare statements for debtors• Post journals to ledger

ADMINISTRATIVE AND CLERICAL TASKS

(3)

UNIT	ELEMENT
Information Handling	<ul style="list-style-type: none">• Prepare new files• Identify and process inactive files• Record documentation movements
Communication	<ul style="list-style-type: none">• Respond to telephone, oral and written requests for information• Draft routine correspondence• Handle sensitive inquiries with tact and discretion
Enterprise	<ul style="list-style-type: none">• Clarify specific needs of client/other employees• Provide information and advice• Follow-up on client/employee needs• Clarify the nature of a verbal message• Identify options for resolution and act accordingly
Technology	<ul style="list-style-type: none">• Maintain equipment• Train others in the use of office equipment• Select appropriate media• Establish document structure• Produce documents
Organisational	<ul style="list-style-type: none">• Co-ordinate own work routine with others• Make and record appointments on behalf of others• Make travel and accommodation bookings in line with given itinerary
Team	<ul style="list-style-type: none">• Clarifying tasks to achieve group goals• Negotiate allocation of tasks• Monitor own completion of allocated tasks
Business Financial	<ul style="list-style-type: none">• Reconcile accounts to balance• Prepare bank reconciliations• Document and lodge takings at bank• Receive and document payment/takings• Despatch statements to debtors• Follow up and record outstanding accounts• Despatch payments to creditors• Maintain stock control records

ADMINISTRATIVE AND CLERICAL TASKS

(4)

UNIT	ELEMENT
Information Handling	<ul style="list-style-type: none"> • Categorise files • Ensure efficient distribution of files and records • Maintain security of filing system • Train others in the operation of the filing system • Compile report • Identify information source(s) inside and outside the organisation
Communication	<ul style="list-style-type: none"> • Receive and process a request for information • Identify information source(s) • Compose report/correspondence
Enterprise	<ul style="list-style-type: none"> • Provide information on current service provision and resource allocation within are of responsibility.
Technology	<ul style="list-style-type: none"> • Identify trends in client requirements • Maintain storage media • Devise and maintain filing system • Set printer for document requirements when various setups are available • Design document format • Assist and train network users • Shut down network equipment
Organisational	<ul style="list-style-type: none"> • Manage diary on behalf of others • Assist with appointment preparation and follow up for others • Organise business itinerary • Make meeting arrangements • Record minutes of meeting • Identify credit facilities • Prepare content of documentation for meetings
Team	<ul style="list-style-type: none"> • Plan work for the team • Allocate task to members of the team • Provide training for team members
Business Financial	<ul style="list-style-type: none"> • Prepare financial reports • Draft financial forecasts/budgets • Undertake and document costing procedures

ADMINISTRATIVE AND CLERICAL TASKS

(5)

UNIT	ELEMENT
Information Handling	<ul style="list-style-type: none">• Improvise new/improved system• Update incoming publications• Circulate publications• Identifying information source(s) inside and outside the organisation
Communication	<ul style="list-style-type: none">• Obtain data from external sources.• Produce Report• Identify need for documents and/or research
Enterprise	<ul style="list-style-type: none">• Assist with development of options for future strategies• Assist with planning to match future requirements with resource allocation
Technology	<ul style="list-style-type: none">• Establish and maintain a small network• Identify document requirements• Determine presentation and format of document and produce it
Organisational	<ul style="list-style-type: none">• Organise meetings• Plan and organise conference
Team	<ul style="list-style-type: none">• Draft job vacancy advertisement• Assist in selection of staff• Plan and allocate work for the team• Monitor team performance• Organise training for team
Business Financial	<ul style="list-style-type: none">• Administer PAYE salary records• Process payment of wages and salaries• Prepare payroll data.